



Project Labour Agreement

Between

Kitimat Modernization Employer Association

And

Coalition of British Columbia
Building Trade Unions

For the

Kitimat Modernization Project



**UNITE
HERE!** CANADA



August 28, 2008
British Columbia



Rio Tinto Alcan

**Rio Tinto Alcan Kitimat Modernization Project
Project Labour Agreement**

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PROJECT LABOUR AGREEMENT
Rio Tinto Alcan Kitimat Modernization Project
Kitimat, British Columbia, Canada

This Project Labour Agreement, hereinafter referred to as the "Agreement", is entered into this 28th day of August, 2008, by and between Kitimat Modernization Employer Association ("Association"), acting on its own behalf and on behalf of those Contractors and Subcontractors, hereinafter referred to as "Employer" or "Employers", to whom this Agreement shall apply, and a coalition of British Columbia international building trade local Unions consisting of the signatory Unions who individually signed this Agreement by a duly authorized representative ("Coalition").

PREAMBLE

WHEREAS Rio Tinto Alcan Inc. ("the Owner") intends to construct major capital facilities as part of its Kitimat Modernization Project, hereinafter referred to as the "Project";

AND it is the intent of this Agreement to provide for an uninterrupted supply of qualified, experienced trades people from the local area, Haisla First Nation, also known as Kitamaat Indian Band, and other regional first nations peoples, residents of British Columbia and Canada, and other locations for the duration of the Project, providing stability and bridging any labour negotiations or disruptions which may take place in the general construction industry;

AND this Agreement recognizes the international building trades unions as stakeholders in the success of the Project;

AND this Agreement will provide a forum through which the Employers, the Unions and the Owner may address issues of mutual concern;

AND this Agreement is beneficial to all signatory parties in terms of communication and working relationships;

AND the Project Manager, the Coalition, and the Owner have agreed to the need to establish the terms of this Agreement set out herein;

AND it is the expressed intention of all of the signatories hereto that the execution of this Agreement in no way derogates, outside the parameters of this Project, from the bargaining authority of any employers' organization or any group of trade unions pursuant to a bargaining certificate or otherwise, nor does it in any way act as a surrender of any bargaining authority that any such group may hold.

NOW THEREFORE IT IS AGREED that the Coalition and the Association, based on the mutual understandings set out above, entered into the following terms and conditions of employment.

Article 1 - PURPOSE

The Parties to this Agreement recognize and understand the specific labour relations needs of the Project and, accordingly, have entered into this Agreement for the purpose of ensuring those needs are met. The Parties understand that the needs of this Project include:

- (a) Establishing and maintaining harmony between the Parties to this Agreement.
- (b) Maintaining harmonious relations between the Project construction work force, the work forces engaged in the ongoing operations of the Owner, work forces engaged in other construction activities, and in the maintenance and repair activities in respect to the facilities on the -Site.
- (c) Fostering work practices which will yield cost effectiveness and high quality results, and fair compensation for all participants for productive and quality workmanship.
- (d) Establishing and preserving stability and harmony in the labour management relationships among the Unions and the Employers and Employees engaged on the Project, so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions, and confrontations are prevented.
- (e) Enhancing the early participation of the qualified trades people and construction workers that are resident in the Project area including the Haisla First Nation, also known as Kitamaat Indian Band, and other regional first nations peoples, and residents of British Columbia and Canada.
- (f) Establishing "Zero Incidents" as the safety and environmental compliance philosophy and behavior on the Project.
- (g) Providing mechanisms through which the Project will be unaffected by any disruptions that may result from collective bargaining pursuant to bargaining certificates and authorizations to bargain collectively throughout the general and specialty sectors of the construction industry.

Accordingly the Parties agree that in order to achieve appropriate working relationships amongst the various Employers and Unions working on the Project, the following conditions shall apply, and if any conflict exists between these conditions and the terms of any collective agreement to which a Union is party, this Agreement shall prevail.

Article 2 - DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- (a) **Agreement** - means this Project Labour Agreement and any amendments agreed to by the Parties.
- (b) **Association** – means the Kitimat Modernization Employer Association.
- (c) **Coalition**- means a coalition of British Columbia locals of international building trade unions consisting of the signatory Unions who individually signed this Agreement by a duly authorized representative.
- (d) **Coalition Representative(s)** - shall be such person(s) as may be designated by the signatory Unions.
- (e) **Employees** - shall be those persons referred through the Unions to any Employer, or hired for employment directly by any Employer and cleared through the appropriate Union in accordance with this agreement, to perform work on the Project.
 - (i) The term "Employees" shall not include those persons referred to in Article 3.07 of the Agreement who are employed by any Employer.

- (ii) Temporary Foreign Worker shall mean an individual employed on the Project whose primary place of residency is outside Canada and does not include individuals employed under a Travel Card arrangement.
- (f) **Employer and Employers** - shall mean:
- (i) the Project Manager, when it is engaged, with its own Employees, in performing work within the definition of the Project;
 - (ii) any Contractor engaged by the Project Manager to perform work within the definition of the Project; and/or
 - (iii) any Subcontractor engaged by a Contractor (referred to in (ii) above) to perform work within the definition of the Project.
- (g) **J.A.P.** - means the Jurisdictional Assignment Plan of the British Columbia Construction Industry.
- (h) **KTV** – means Kitimat Team Village, the worker camp facility referred to in Article 20, “Camp Accommodations – Kitimat Team Village”
- (i) **Local Resident** – means a person who has resided and maintains a permanent address within the Kitimat and Terrace region for a minimum of 6 months prior to commencement of employment.
- (j) **Owner** - means Rio Tinto Alcan Inc.
- (k) **Parties** - means the Association, the Coalition and each Union.
- (l) **Project** - is defined as all work on the Site required to construct the Owner’s Kitimat Modernization Project.
- (i) The term “Project” shall not include any and all operations and maintenance activities performed by the employees of the Owner and/or maintenance contractors contracted by the Owner.
- (m) **Project Manager** - means Bechtel Canada Co.
- (n) **Site** – as defined by the contract between Owner and Project Manager including any and all support facilities and other areas.
- (o) **Trade Section** - shall mean the section of this Agreement which sets out those terms of the Agreement which are specific to each Union, namely:
- (i) Hours of work for Culinary Workers, as referred to in Article 7.01 of this Agreement;
 - (ii) Shift premiums, as referred to in Article 7.05 (a) of this Agreement;
 - (iii) Wage rates and employer contributions, as referred to in Articles 9.01 and 9.02 of this Agreement;
 - (iv) Amount of Union dues and initiation and other fees to be deducted from the Employee’s wages as established by each Union, as referred to in Article 13.01 (c) of this Agreement;
 - (v) “name requests” by an Employer with respect to the Union referral of Employees, as referred to in Article 13.02 (a) of this Agreement;

- (vi) Apprenticeship ratios, as referred to in Article 13.05 of this Agreement; and
- (vii) an Employee's entitlement to vacation pay and holiday pay, as referred to in Article 15.04 of this Agreement
- (viii) Overtime provisions
- (ix) Remittance and payroll rules
- (x) Tool list
- (xi) Welding Tests

It is understood that the only items or provisions which may be included in the Trade Sections of this Agreement are those items set out above and which are not in conflict with the terms of the body of this Agreement.

- (p) **Union and Unions** - means one or more trade unions, as the case may be, signatory to this Agreement.
- (q) **Union Representative(s)** - shall be a Union business manager, business representative or designate.

Wherever the masculine gender is used in this Agreement, it shall be considered to include the feminine gender.

Article 3 - SCOPE OF AGREEMENT

3.01

This Agreement covers the construction of the Project.

3.02

This Agreement covers Project specific off-site pre-assembly yards which may be staged at other locations within the Province of British Columbia. It is further understood and agreed that established businesses, shops, vendors, yards of vendors, manufacturers and suppliers are not covered under the terms of this Agreement.

3.03

The provisions set out in this Agreement shall apply to and be binding upon each Employer engaged to perform work within the definition of the Project.

- (a) All Employers, prior to commencing any work on the Project, shall be required, as part of its contractual arrangement with the Owner and/or Project Manager, to provide its written agreement to:
 - (i) join as an "Associate Contractor" of the Association and to maintain such status for the duration of the Employer's work on the Project; and
 - (ii) be bound by all of the provisions of this Agreement while engaged to perform work on the Project.
- (b) A copy of each Employer's written agreement, as required in Article 3.03 (a), will be provided to the Coalition by the Association.

- (c) The Association shall be responsible to ensure that the Employers comply fully with the terms and conditions of this Agreement.

3.04

The provisions set out in this Agreement shall apply to and be binding on the Parties to this Agreement.

- (a) The Coalition shall be responsible to ensure that the Unions comply fully with the terms and conditions of this Agreement.

3.05

The Unions acknowledge that the terms of this Agreement are intended to be applicable solely to the work performed on the Project by Employees of the Employers.

- (a) It is the intent of the Parties to this Agreement to fully comply with the provisions of *Labour Relations Code* of British Columbia.

3.06

The Parties to this Agreement recognize the importance of providing value to the Owner. Accordingly it is agreed that the Project Manager and the Employers may procure supplies, materials, pre-assembled units, and pre-cast units, and/or large modularized components from any world wide source. It is further agreed that these supplies, materials, units and/or components, as delivered to the Site, will be installed on the Project by the Employees in accordance with plans and specifications.

3.07

The terms of this Agreement shall not cover the following:

- (a) Operations, maintenance, and other work performed by or contracted by Owner with respect to ongoing operations and maintenance outside the Project;
- (b) Executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, guards or other non-manual employees;
- (c) Work pursuant to manufacturers' warranties/guarantees, including technical specialists brought to the Site by manufacturers of permanent plant equipment to make adjustments and repair pursuant to equipment warranties;
- (d) Technical services and consultants with respect to, installation of communication systems normally installed by others, testing (excluding that associated with Pre-operational testing normally performed by the Unions such as that covered by, for example, the Quality Control Council of Canada agreement), recording, inspection, quality assurance and quality control.
- (e) Work performed under the terms and conditions of the Elevator Constructor Agreement.

Article 4 - NO STRIKES OR LOCKOUT

4.01

Neither the Coalition nor any of the Unions, nor any representative of the Coalition or any of the Unions, nor any member of the Unions, nor any Employee covered by this Agreement, shall in any way, either directly or indirectly, authorize, encourage, condone, support, participate or engage in any strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind on the part of any Employee or group of Employees or refuse to perform any task during the term of this Agreement.

4.02

The Coalition, the Unions and/or the Employees shall not authorize, encourage, engage in or condone any picketing at or on the Site.

4.03

Neither the Association nor any of the Employers, nor any representative of the Association or any of the Employers, shall in any way cause or direct any lockout of Employees, as defined in the British Columbia *Labour Relations Code*, during the term of this Agreement.

(a) For purposes of clarification, the Parties agree that the following circumstances shall not constitute a lockout of Employees:

- (i) a suspension of any of the work being performed on the Project, or a shutdown of any or all of the Project Site, which is required for the safety or health of any person on the Project Site; or
- (ii) a suspension of any of the work being performed on the Project, or a shutdown of any or all of the Project Site, which arises due to an emergency or other reasons beyond the control of the Association and/or any Employer, including unsuitable weather conditions.

4.04

The Employers and the Unions agree that in the event that any strike or lockout is commenced pursuant to the British Columbia *Labour Relations Code*, at a site not related to the Project, such strike or lockout shall not apply to the Project nor to any work performed under the scope of this Agreement.

Article 5 - MANAGEMENT RIGHTS

5.01

The management, operation and direction of the Employees of the Employers are vested exclusively in the Project Manager and Employers.

5.02

The Coalition and the Unions recognize the right of the Employers to operate and manage their respective businesses in all respects.

5.03

It is expressly understood by the Coalition and the Union that the Project Manager and Employers may establish and implement reasonable job site work rules on the Site. The Parties further understand that the Project Manager and Employers shall have the right to supplement and alter, from time-to-time, these job site work rules and regulations, and that they will be observed by the Employees performing work on the Project.

- (a) The Coalition, the Unions, the Employers and the Employees shall observe any Project Site access, security and/or safety rules and regulations which may be enacted by the Owner, Project Manager and/or Association.

5.04

The Coalition, and the affected Union(s) and Employees, shall be notified in advance of any new or changed rule or regulation taking effect.

5.05

The Employers agree that their management rights shall not be exercised in a manner which is inconsistent with the terms of this Agreement.

5.06

The Parties agree that there shall be no discrimination against any Employee with respect to employment or any term or condition of employment which would violate the British Columbia *Human Rights Code*, as it may be amended from time to time.

Article 6 – UNION REPRESENTATION

It is understood that the individual Unions have the right to appoint shop steward(s) that will be allowed to perform such duties requested by the local Unions. The Employers will allow each steward to perform Union business on work time it being understood that each steward is a working member of the trade and will be assigned to duties of the trade. The Union agrees that each steward will perform his Union duties in a expedient and professional manner.

When an Employer determines that it is necessary to reduce the work force by layoff, transfer or termination, such stewards will be given preference of continued employment until completion of the work for which he is qualified.

It is also agreed that Union Representatives will have access to the Site for the purpose of conducting Union business. In such visits they shall be in compliance at all times with all Site safety, environmental and security rules.

Article 7 - JURISDICTION

7.01

Pre-Job Conferences – All Employers working on the Project shall conduct a pre-job conference, prior to Site mobilization, for the purpose of discussing the safety, scope, schedule, craft resource requirements and the intended jurisdictional work assignments. It is the responsibility of the Project Manager to notify the Coalition of all contracts awarded which come within the scope of the Project. The Coalition will notify the Unions about the time and place of the pre-job meeting.

7.02

The processes and considerations to be followed by any Employer in the assignment of work on the Project shall be in accordance with the J.A.P.

7.03

A jurisdictional dispute is a difference between the Employer and one or more of the Unions, or between two or more of the Unions, respecting assignment of work. All jurisdictional disputes shall be resolved in accordance with the J.A.P. The Employers, the Coalition, the Unions and the Employees shall comply with the decisions and awards of the Umpire of Work Assignment as defined and established pursuant to the J.A.P.

7.04

Disputes over the jurisdiction of work shall not at any time cause a delay, strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind on the part of any Employee or group of Employees, or a refusal to perform any task during the term of this Agreement. In the case of a jurisdictional dispute, the assignment of the work by the Employer shall be followed until the jurisdictional question is resolved in accordance with the J.A.P.

Article 8 - HOURS OF WORK AND SCHEDULING

8.01

In order that there should be consistency on the Site between the Unions of the Coalition, the following hours of work and scheduling prerogatives shall apply. The hours of work in this Article apply to all Unions and Employees, except the Culinary Workers whose hours of work are set out in their Trade Section.

8.02

The following Articles are intended to identify regular hours of work, shift hours, and overtime hours and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days of work in any week.

8.03

The regular work week shall consist of forty (40) hours of work.

- (a) Except as set out elsewhere in this Article, the regular work day shall consist of eight (8) hours of work, which shall normally be worked between 8:00 a.m. and 4:30 p.m., Monday through Friday, with a one-half (½) hour non-paid meal break near the mid point of the work day.
- (b) The Employer shall have the prerogative of varying the start/quit times to accommodate the Project. The start of the regular work day may be varied by up to two (2) hours without penalty or premium payment with 48 hours notice to the affected Employees and Union(s). Other shifts may be established by mutual agreement between the employer and the Union and shall not be unreasonably withheld. If the schedules are not applicable due to the starting times of the shifts, the same principle is to be applied in computing the hours.
- (c) When other shifts are scheduled, the work day scheduled in accordance with this Article shall be referred to as the "Regular Shift" or the "Day Shift".
- (d) Hours worked in excess of eight (8) hour shifts shall be classified as overtime, as will hours worked on a Saturday, Sunday or a Holiday (as defined in Article 15).
- (e) Work Breaks for 8 hour shifts - Employees shall be permitted ten (10) minutes near the mid-point of the first half of a shift and ten (10) minutes near the mid-point for the second half of a shift as "Work Breaks". The scheduling and location of such breaks shall be in accordance with reasonable site rules. In the event there is any difficulty in the implementation of such rules, such questions shall be addressed by the Joint Administrative Committee (see Article 21).

8.04

The Employer has the right to schedule a ten (10) hour work shift with the first eight (8) hours paid at straight time and the 9th and 10th hours paid at the applicable overtime rate.

- (a) Work Breaks for 10 hours shifts - Employees shall be permitted one thirty (30) minute unpaid lunch break. In addition there shall be permitted two (2) fifteen (15) minute paid Work Breaks to be taken near the mid point of the first half and midpoint of the second half of the shift. The scheduling and location of such Work Breaks shall be in accordance with reasonable site rules. In the event there is any difficulty in the implementation of such rules, such questions shall be addressed by the Joint Administrative Committee.

8.05

Shift Work

- (a) The Employer may also schedule shifts. To be classified as shift work rather than as overtime, such shifts must be scheduled for at least three (3) consecutive work days. Pay for the second shift will be 8 hours pay for 7 ½ hours worked. If worked, pay for the third shift shall be 8 hours of pay for 7 hours worked. Shift premiums will be paid in accordance with the Trade Sections. It is understood that fringe benefits will be based on 8 hours per shift.
- (b) Hours worked in excess of the eight (8) hour shifts shall be classified as overtime, as will hours worked on a Saturday or Sunday or a Holiday. The pay for hours worked on shifts shall continue on the same basis as the start of the shift. Example: hourly pay for shifts started on Monday through Friday shall continue at the appropriate rate. Shifts started on Saturdays, Sundays or holidays shall continue to be paid at the appropriate rate as at the start of the shift.
- (c) Work Breaks for 8 hour shifts - Employees shall be permitted ten (10) minutes near the mid-point of the first half of a shift and ten (10) minutes near the mid-point for the second half of a shift as "Work Breaks". The scheduling and location of such breaks shall be in accordance with reasonable site rules. In the event there is any difficulty in the implementation of such rules, such questions shall be addressed by the Joint Administrative Committee (see Article 21).
- (d) Work Breaks for 10 hour shifts - Employees shall be permitted one thirty (30) minute unpaid lunch breaks. In addition there shall be permitted two (2) fifteen (15) minute paid Work Breaks to be taken near the mid point of the first half and midpoint of the second half of the shift. The scheduling and location of such Work Breaks shall be in accordance with reasonable site rules. In the event there is any difficulty in the implementation of such rules, such questions shall be addressed by the Joint Administrative Committee.

8.06

Work Breaks for Extended Overtime Hours

When scheduled, extended overtime is worked, Employees shall be permitted "Work Breaks" as follows:

- (i) Eight (8) hour work shift – An employee who is required to work overtime shall be entitled to receive a paid meal break of thirty (30) minutes every four (4) hours after the end of the Employee's last meal break.
- (ii) Ten (10) hour work shift - An Employee who is required to work overtime shall be entitled to receive a paid meal break of thirty (30) minutes after the completion of the shift and every four (4) hours after the end of the Employee's last meal break.
- (iii) Should the employees not be afforded the opportunity for a meal or Work Break due to extenuating circumstances employees will be compensated one-half (1/2) hour pay at the appropriate rate of pay.

Article 9 - OVERTIME

9.01

Overtime shall be paid in accordance with the following:

- (a) On a regular work week schedule the first two (2) hours of overtime performed on any day, Monday through Friday, shall be paid at one and one half times the straight time hourly rate.
- (b) All hours worked on Saturday shall be in accordance with the Trade Sections.
- (c) Hours worked in excess of ten (10) hours per day Monday through Friday and all hours on Sundays and on Holidays will be paid at double time.
- (d) For any regularly scheduled shifts not identified herein, defer to collective agreements as identified in the Trade Sections.
- (e) In the event that an employee is called into work within eight(8) hours of the last time he worked on the Project, overtime rates of pay shall apply until an eight (8) hour break occurs.

Article 10 – WAGE RATES, FRINGE BENEFITS AND PAYDAY

10.01

The Parties agree that the wages rates, fringe benefits, and employer contributions contained in the Trade Sections are the appropriate compensation for the trades that will be employed on the Project.

10.02

The Parties agree that employer contributions will be paid as identified in the Trade Sections.

10.03

Trade Sections will be updated for the duration of the Project, as requested by the applicable Union, so that they reflect any revisions to the wage rates and/or employer contributions that may be agreed to in the construction industry collective bargaining on the renewal of each Union's industry collective agreement.

10.04

For any Union whose collective agreement is not negotiated beyond 30 April 2010, the Vancouver Construction Union Wage Rate Index for the Industrial Sector, averaged over the previous three (3) years (2007, 2008 and 2009), shall be applied effective 1 May 2010 and 2011 on the following basis. The calculation for the increase will be: average of three years times the sum of current Wages, Pension and Health and Welfare. This increase will be in effect until such time that a new industry collective agreement has been finalized in the Province by the Union. The Owner, Project Manager and Employers agree to honor the new collective agreement at the time of ratification.

10.05

Employers will pay employees for all hours worked on the Project in accordance with Employers' normal payroll system not to exceed a two week cycle. Employer will provide a separate statement of earnings showing the number of hours worked (straight time, overtime and double time), wage rate, all deductions, contributions to health and welfare and pension benefit funds, vacation and holiday pay and taxes withheld. Payment will be by written cheque or electronic method via direct deposit with approval and written consent of the Employee. The Unions will make every effort to encourage Employees to agree and authorize such electronic payment method.

10.06

Employer contribution remittances will be made in accordance with the appropriate Trade Sections.

Article 11 – REPORTING FOR WORK AND CALLOUTS

11.01

Employees shall be in attendance at their assigned tool box meeting location as assigned by the Employer and prepared to commence the pre-start safety meetings at the scheduled starting time for their respective shifts and will remain at the workplace, except as provided in Article 7, until the end of the designated work shift.

11.02

Where an Employee reports for work as scheduled, and no work is available, the Employee shall be paid for a minimum of two (2) hours at his appropriate rate of pay, unless the Employee is unfit to work. In the event that an Employee commences work as scheduled he shall be paid no less than four (4) hours at his appropriate rate of pay. If the employee works beyond four (4) hours the employee will be compensated at his appropriate rate of pay for actual hours worked.

11.03

The Parties recognize that variations in the scheduling of the work week, reporting for work or returning from work, rest breaks, meal breaks and start and finish times may be appropriate from time to time. It is recognized that these variances may affect all or only a portion of the Project. An example of this may be staggered starting times by area as necessitated by KTV meal schedules and transportation to the Site. Any variations that are not permitted by the above Articles may be addressed by the Joint Administrative Committee. The Parties agree that consent to the above will not be unreasonably withheld.

11.04

When an Employee is called out for unscheduled work outside the Employee's normal work shift, the Employee shall be paid at the applicable rate. Employees shall be paid for actual time worked but in no case shall they be paid less than four (4) hours at the applicable rate of pay.

Article 12 - SUBCONTRACTING

12.01

It is agreed that the Project Manager may contract work on the Project with competitive local and regional construction Employers regardless of their union or non-union status.

12.02

The Project Manager and the Employers agree that neither they nor any of their subcontractors will contract any Project work to be done on the Site except to a person, firm or company that has agreed in writing to be covered by this Agreement. Before being authorized to perform work on the Project, Employers shall become signatory to this agreement by signing Attachment 1, "Contractor Letter of Assent".

12.03

The Project Manager shall notify the Coalition of new contractor awards by sending a copy of the Employer's "Contractor Letter of Assent" that has been signed by an authorized signatory.

Article 13 - HIRING

13.01

The Parties agree that the respective hiring procedures contained in each of the Unions' industry collective agreements will be implemented on the Project and included in the Trade Sections of this Agreement. It is understood by the Parties that each Union will provide its utmost support to the Employers in providing qualified trades people and supervision in accordance with the name call provisions contained in the respective agreements.

13.02

The Parties agree that the following provisions shall be applicable with respect to the referral of Employees to the Employers by the Unions.

- (a) The Employer shall be entitled to "name request" Employees referred to it by the Union in accordance with the applicable provisions of the Trade Section for that Union.
- (b) The Unions will refer workers with British Columbia Trade Qualifications or Red Seal recognized trades qualifications, experience, skills and training that are necessary to safely construct a quality aluminum smelter.
- (c) The Unions will exert their utmost efforts to identify, train and recruit sufficient numbers of skilled workers as may be requested by the Employers to fulfill their trade's requirements. These efforts will include the Haisla First Nation, also known as Kitamaat Indian Band, and other regional first nations peoples, and residents of British Columbia and Canada.
- (d) The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting employees to be laid off in accordance with the approved procedures contained in the referral procedures in the respective industry collective agreements of the Unions and as written in the Trade Sections.
- (e) In the event that the applicable Union is unable to dispatch the required number of skilled workers to the Employer within 48 hours of the requested start date by the Employer, excluding Saturdays, Sundays and Holidays, the Unions will support the Association, the Project Manager and the Employers with the importation of labour from outside of Canada.
- (f) Each Union shall use its best endeavors to ensure that those skilled workers it refers to the Employer do not have to travel in order to pick up their dispatch or referral slip, other than their initial clearance. In such event, the Union shall make every effort to use facsimile transmission, e-mail, courier service or some other efficient means to avoid unnecessary travel, transportation and delay.

13.03

The Parties to this Agreement recognize the need to employ Local Residents, Haisla First Nation, also known as Kitamaat Indian Band, and other regional first nations peoples, and those who may be looking for their first construction job on the Project. The Association, the Project Manager, the Coalition and the Unions will accordingly jointly work to identify the skills and abilities of these people and, if needed, refer them to appropriate training to enhance their skills.

13.04

The Parties to this Agreement encourage the leadership development of general foremen and foremen. In the selection of general foremen and foremen, the Employers will consult with the Unions to identify qualified people. Consideration for these positions will be given to those trades' persons who have completed training such as the Better Supervision Program, the ACA Gold Seal, the Apprenticeship Board Advanced Business Certificate or other like programs, including working experience.

13.05

It is understood and agreed that this Project will provide an opportunity for training opportunities which will enhance the skills of apprentices and the British Columbia workforce. It is agreed that the Employers and the Coalition and the Unions will work together to maximize these opportunities. Apprenticeship ratios will be applied as per the Trade Sections.

13.06

Employees who terminate their employment voluntarily shall be denied access to the Site for thirty (30) calendar days from the date of termination unless the reason for such self termination is a cause deemed to be acceptable to the Union and to the Employer.

Article 14 - TRANSPORTATION AND TRAVEL

14.01

Travel to and from Site

- (a) Where transportation is required between the Site and the Kitimat Team Village ("KTV"; see Article 20) it shall be provided to the workforce at no cost. It is the intent to locate the KTV close to the Site which will enable the Employees easy walking access to their work location. It is understood that this transportation, when required, will be shared with Owner's operations employees.
- (b) Parking for personal vehicles will be provided. Employees are encouraged to utilize Employer provided transportation to the Site.

14.02

Transportation for initial and terminal travel to and from the Site

- (a) The Employer will provide air transportation to and from the Project from the major airport nearest the Employee's point of origin or dispatch point as per the Trade Sections at no cost to the Employee, including transportation to the job Site/KTV.
- (b) If the Employee chooses to drive to and from the Site, the Employer will reimburse the Employee at the rate of fifty-two cents (\$0.52) per kilometer (or such rate as periodically adjusted by Canada Revenue Agency published data), via the most direct route from legal residence or dispatch point as per the Union's industry standard agreement, at time of hire and time of termination. In the event that the Project Manager employs trades people on the Project the parties agree that an understanding will be agreed to for reimbursement for initial travel.
- (c) In the case of dismissal for cause or voluntary resignation, the costs of demobilization from the Project prior to 30 days of continuous employment will be at the Employee's expense.
- (d) The Parties recognize that in special circumstances Employees may request a leave from the Project for immediate family member emergencies. In such instances, as documented by written documentation of an attending physician and the Union Representative, the Employer will provide round trip transportation on the same basis as described above.
- (e) For those employees who regularly reside in the Kitimat, Terrace area no travel reimbursement will apply.

14.03

Turnaround/Periodic Leave - Transportation and Allowance

The Parties agree that it is important that the employee takes his turnaround/periodic leave.

- (a) Reimbursement for turnaround/periodic leave will be by the same formula as for initial and terminal travel as identified 14.02. Any variance to this Policy will be evaluated on an individual basis and may, if necessary, be referred to the J.A.C.
- (b) For Local Residents there will be no travel reimbursement.

14.04

Local Daily Travel

- (a) Employees whose primary residence is within a 40 Km radius of Kitimat City Town Center will receive no daily travel allowance. Employees whose primary residence is outside a 40 Km radius of Kitimat City Town Center will receive one of the following entitlements:
 - i. The Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage and operated in compliance with WorkSafe BC regulations;
 - ii. Reimbursement at a flat rate of \$20 CDN return per day worked.

14.05

The Project intends to operate on a series of work rotations including:

- (a) All Employees will be offered a 41 calendar days in – 7 calendar days out rotation with the exception of temporary foreign workers who will be offered 84 calendar days in - 14 calendar days out rotation.
- (b) Rotational leave may be impractical or cause hardship for some Employees, and in such event the circumstances of that Employee shall be reviewed by the Project Manager and Employer on a case by case basis.

14.06

It is the intention of the Project Manager to provide room and meals for the employees on the Project (refer to Article 20). The Parties agree that when room and meals are made available by the Project Manager, employees will use those facilities. The Parties recognize that camp accommodations may not be available at the beginning or at other periods during the Project. Only when there is no availability of camp rooms and/or meals Employers will pay a daily Living Out Allowance (“LOA”) or meal allowance based on the location of the legal residence of the Employee as stated below. Any employee receiving LOA agrees that they will be subject to review of appropriate living conditions as approved by the JAC.

- (a) LOA will be paid seven (7) days per week at the rate of \$95 per day for room and meals, adjusted annually as per the applicable Union’s industry collective agreements.
- (b) Should the Employer provide accommodation in a local apartment, hotel or motel meal allowance will be paid seven (7) days per week at the rate of \$52.50 per day for a meal allowance, adjusted annually as per the applicable Union’s industry collective agreements.
- (c) If LOA is offered to the employee the employee has the choice of accepting accommodations and meals or LOA.
- (d) No LOA will be paid to Local Residents.

Article 15 - HOLIDAYS

15.01

The recognized Holidays are: New Year's Day, Heritage Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday before B.C. Day, B.C. Day, Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

15.02

The observance of the above Holidays shall be in accordance with the schedule for the applicable Calendar years.

15.03

Any Employee who is required to work on a recognized Holiday shall be paid at the rate of two (2) times the regular straight time hourly regular rate of pay.

15.04

An Employee's entitlement to vacation pay and to Holiday Pay shall be calculated each pay period in accordance with the appropriate Trade Section.

Article 16 - GRIEVANCES

16.01

Grievance means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including any question of whether a matter is covered under this procedure.

Any Union or the Association or any Employer shall have the right to initiate a grievance.

- (a) A Union may proceed directly to Stage III (Arbitration) when claiming damages resulting from any lockout of any Employee.
- (b) The Association or any affected Employer may proceed directly to Stage III (Arbitration) when claiming damages resulting from any strike, walkout, suspension of work, study session, slowdown or work stoppage, refusal to work or picketing on the part of any Employee, group of Employees, or Union.

16.02

Initiation of Grievance

It is agreed that it is the spirit and intent of this Agreement to resolve grievances promptly. All grievances, other than those pertaining to jurisdictional disputes, must be initiated within thirty (30) working days of the occurrence of the alleged grievance or of the date on which the person initiating the grievance ought reasonably to have known of the occurrence of the alleged grievance.

16.03
Stage I

(Employee/ Union Representative & Foreman/Superintendent)

The Employee concerned shall first seek to settle the grievance by discussion with the Employee's foreman/general foreman and/or superintendent. The Employee has the right to have a Union Representative present. These resolutions, however, are not to change the provisions in this Agreement and are not to be used as past practice to interpret this Agreement by any Party.

If a resolution of the grievance is not reached within five (5) working days of the Stage I discussion, the particulars of the grievance shall, within a further five (5) working days, be reduced to writing by the Union on behalf of the grievor and delivered to the Association and the affected Employer and the grievance shall proceed to Stage II.

Every effort shall be made to complete Stage I before a grieving discharged Employee leaves the Site.

16.04
Stage II

(Association/Employer and Union Representative)

Following the issuance of the written grievance, the party initiating the grievance may, at its option, request a Stage II meeting. A meeting to resolve the grievance shall be convened by the Association, and be attended by Representatives of the *Union* and the affected Employer. The Parties have the right to call witnesses and gather the appropriate information.

If the grievance is not resolved within ten (10) working days of the meeting at Stage II, the grievance may proceed, at the option of the party initiating the grievance, to Stage III (Arbitration).

The Parties may mutually agree to meet with a third party to help resolve the dispute (e.g. mediator, government appointed settlement officer). If the Parties agree to this process and are unable to resolve the grievance in meeting(s) with the third party, the Parties shall request the third party to provide non-binding written recommendations respecting the resolution of the grievance. Upon receipt of the non-binding written recommendations, and failing a resolution to the grievance, the Parties may proceed directly to arbitration. All costs associated with the aforementioned third party shall be shared by the Parties equally. The third party providing the non-binding opinion shall not be considered as the arbitrator if the grievance proceeds to Stage III (Arbitration).

16.05
Stage III - Arbitration

(a) Either Party, within ten (10) working days of the Stage II decision, or within twenty (20) working days after the receipt of the non-binding written recommendations of the third party, may notify the other Party in writing of its desire to submit to arbitration an unsettled grievance.

(b) The dispute shall be submitted to a mutually agreeable arbitrator, sitting as a Single Arbitrator. The Parties shall agree on the selection of a particular arbitrator to serve in each instance within ten (10) working days of receipt of the notice to arbitrate. Should the Parties fail to agree on the selection, either Party may request the Director of the Arbitration Bureau to appoint such arbitrator.

- (c) The arbitrator chosen to hear the grievance at Stage III Arbitration shall not be the same person who provided the non-binding opinion, where a non-binding opinion was requested for the same grievance.
- (d) The Parties may agree in writing that an Arbitration Board consisting of three members may be substituted for the single Arbitrator established in paragraph (b) above. Each Party shall select a person to sit with the single named arbitrator (chair) which shall constitute the Arbitration Board.
- (e) The Parties shall each appoint a representative to submit evidence and present their respective positions to the arbitrator or Arbitration Board. This appointment shall be made within forty-eight (48) hours of receipt of confirmation from the arbitrator or chair to serve in that capacity.
- (f) The arbitrator or Arbitration Board shall proceed as soon as practical to examine the grievance and render a judgment. The arbitrator or Arbitration Board may determine its own procedure in accordance with the *Labour Relations Code* of British Columbia.
- (g) The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the chair shall be the decision of the Arbitration Board. The decision of the arbitrator or Arbitration Board shall be final and binding on the Parties, and any affected Employers, Unions and Employees. The arbitrator or Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
- (h) In the arbitration proceedings, each of the Parties shall pay the expenses of its representatives and its nominee to the Arbitration Board. The fees and expenses of the Single Arbitrator or the chair of an Arbitration Board shall be shared equally by the Parties.
- (i) Only by mutual agreement of the Parties, the processing of any grievance may proceed directly to any Stage in the grievance procedure, including arbitration.

16.06

The time limits mentioned in this Schedule shall be strictly construed and where they are not met the grievance shall be deemed to be abandoned and all rights of recourse at law shall be at an end. Time limits may be extended by mutual consent of the Association or the Employer and the Union but the same must be in writing.

The Union shall have the right to grieve and arbitrate the dismissal of an Employee if in the opinion of the Union such dismissal warrants arbitration.

Article 17 - SITE ENVIRONMENTAL HEALTH AND SAFETY

17.01

It is agreed by the Parties to this Agreement that "Zero Incidents" will be safety and environmental compliance philosophy and behavior on the Project.

17.02

The Employers, Coalition, Unions, and all project Employees and business visitors shall comply with, at a minimum, all Project environmental, safety and health rules and regulations.

17.03

Prior to the commencement of work on the Project, the Project Manager will implement an "Employee Behavior Based Safety, Health and Environmental Program". This Program will include policies and procedures to assure compliance with Federal and Provincial safety, environmental and health rules and regulations, and Project permit requirements.

17.04

Prior to mobilization on the Site all Employees must attend and complete project safety orientation and training. In addition, Employers', supervisory personnel (superintendents, general foreman & foreman) and signatory Union Representatives may be required to complete additional supervisors training.

17.05

The responsibilities for administering and complying with the program or programs shall be determined by the Employers in consultation with the Project Manager.

17.06

Project Employer's will provide Personal Protective Equipment ("PPE") as required to all employees for execution of the assigned work. Employees will be required to provide appropriate clothing include boots, long sleeve shirts, trousers, overalls, coats etc. Boots worn by employees shall comply with WorkSafe BC standards.

17.07

Employer will provide, at no cost to Employee, consumable PPE such as gloves, dust masks, and special overalls such as Tyvec.

17.08

Employer will provide, at no cost to Employee, hard hats, hard hat liners, sweat bands, safety glasses, face shields, hearing protection, high visibility vests, fall protection, welding leathers, respiratory/breathing equipment, rain gear etc.

17.09

It is understood that the Project Manager will provide appropriate facilities for employees on the Project including:

- i. Flush toilets
- ii. Fresh drinking water
- iii. Tool lock-up and security areas
- iv. Clean heated lunch rooms
- v. Dry rooms at the KTV
- vi. Eye-wash stations
- vii. Hand cleaner

Article 18 - SUBSTANCE ABUSE TESTING

18.01

It is acknowledged by the Parties that substance abuse and its effects has a detrimental effect on Employees' health and safety, quality of construction and to the general public. To this end, it is agreed that the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy as established by the Bargaining Council of British Columbia Building Trades Unions and the Construction Labour Relations Association, and signed May 21, 2008, will be implemented on the Project and will be applicable to all Employees. A copy of this Policy is included as Attachment 2 to this agreement.

Article 19 - LOCAL RESIDENTS AND LOCAL FIRST NATIONS PEOPLE

19.01

The Parties agree that working together to identify, recruit, train and employ Local Residents and local first nations people, including members of the Haisla First Nation, also known as Kitamaat Indian Band, is critical to the success of the Project.

19.02

The early and continued participation of Local Residents and the Haisla First Nation, also known as Kitamaat Indian Band, and other regional first nations peoples, is desirable. Accordingly, the Parties agree to the maximum practicable use of qualified Local Residents and local first nations people under this Agreement.

19.03

It is acknowledged that a Local Resident and a local first nations person may be the same person.

Article 20 - CAMP ACCOMMODATIONS – KITIMAT TEAM VILLAGE (“KTV”)

20.01

The Project Manager will provide and maintain a quality camp facility to be known as the Kitimat Team Village (“KTV”) for Employees. The KTV will comply with all British Columbia health and safety rules and regulations. It is agreed that the Joint Administrative Committee may review issues and concerns raised by Employees residing in the KTV.

20.02

Occupancy eligibility to live in the KTV is limited to those Employees who are not identified as Local Residents.

20.03

The Parties agree that reasonable rules and regulations will be established by the Project Manager and Owner for implementation by the KTV contractor. These rules and regulations, known as the KTV Accommodation Code of Conduct (“ACC”), will be available for review, and must be signed by all KTV residents. Should a resident breach the ACC a fair and reasonable investigation into the alleged breach will be conducted. Any serious breach of the ACC will result in withdrawal of residency privileges.

20.04

Below is a summary of the ACC.

- (a) Employees will acknowledge that as a condition of staying in the KTV that they will, at all times, comply with all rules and regulations stated in the ACC;
- (b) The legal right to possession and control of the accommodation and KTV privileges remains vested in the Project Manager at all times;
- (c) Residents have a personal right to boarding and lodging at the KTV on the terms specified in the ACC and terms of employment and have no interest in nor any right of exclusive possession of the accommodation; and
- (d) No relationship of landlord and tenant exists between the KTV resident and the Project Manager, nor shall any such relationship arise by virtue of the provision of accommodation at the KTV.

- (e) This ACC applies to Employee behavior at the KTV and while traveling to and from work.

20.05

Mid-Shift Meals for KTV Residents - KTV residents will be able to access a bagged meal for a meal break. It is the responsibility of the KTV resident to take their meal with them from the KTV kitchen before the start of each shift.

20.06

KTV Grievances And Complaints - Complaints, if any, regarding any service performed by the catering contractor should, in the first instance, be referred to the KTV contractor resident manager. If a satisfactory conclusion is not reached then the matter goes to the Project Manager. Any differences respecting KTV accommodations or meals, or other matters arising out of the ACC, shall be resolved expeditiously in accordance with procedures set out in the ACC which each resident will be required to sign prior to allocation of a room.

Article 21 - JOINT ADMINISTRATIVE COMMITTEE

21.02

A Joint Administrative Committee ("JAC") shall be established and meet at the call of either of the Parties to this Agreement, or at least on a quarterly basis. The JAC will discuss matters of mutual interest pertaining to the Project and/or this Agreement. The objective of the JAC is to promote and maintain beneficial relations and cooperation between the Parties, and to assure the achievement of the purposes of this Agreement. It is not the purpose or the intent of the JAC to denigrate the Parties' rights with respect to the Grievance Procedure as identified in Article 16.

21.02

The JAC shall consist of a representative of the Project Manager, acting as chairman, plus up to two (2) representatives of the Association, the Coalition President (or his designate) and up to two (2) business representatives of the Unions, each of which shall be designated by the Coalition. Regardless of the number of representatives designated by the respective Parties or of the number which participate in any meeting of the JAC, the Association and the Coalition shall each have an equal number of votes. In the event of a tied vote the decision of the Project Manager will be final.

21.03

- (a) The agenda for each meeting will include at a minimum project safety, health and environmental compliance, trades skills training, staffing, Project progress, Project Agreement implementation, KTV conditions and services and other subjects as requested.

21.04

The duties of the JAC shall include:

- (b) Establishing rules and procedures for the JAC to carry out its responsibilities giving due recognition to the language, intent and purposes of this Agreement.
- (c) Establishing processes to ensure that recommendations of the JAC that affect the implementation of this Agreement are communicated to the Parties.
- (d) Assisting in the development, implementation and administration of initiatives towards the enhancement of safety, environmental compliance, quality and productivity.
- (e) The JAC will hear matters raised by the Parties, and will deal with such matters as are referred to it by this Agreement.

Article 22 - ENDORSEMENT OF AGREEMENT

22.01

The Parties agree to co-operate fully in the administration and application of this Agreement.

Article 23 – SAVINGS CLAUSE

23.01

It is the intent of the Parties to this Agreement that each article and section of this Agreement is in conformity with all applicable laws of Canada and British Columbia. Should it be later determined that an article or a section of this Agreement is held invalid or inoperative by a competent tribunal under current federal or provincial law, the Parties agree to renegotiate such article(s) or section(s) for the purpose of conforming with such federal or provincial law. In such case the remaining provisions of this agreement shall not be affected.

23.02

In the event that the Parties do not or can not reach a mutually satisfactory agreement on a replacement article or section, they shall submit the dispute to the grievance procedure in Article 16, "Grievances" of this Agreement for resolution.

Article 24 - DURATION OF AGREEMENT AND SIGNATURES

24.01

The Parties agree that this Agreement shall be in full force and effect from the date of the "Notice to Proceed" of the Project by the Project Owner to the Project Manager until the completion of the Project defined by the prime contract between the Project Owner and Project Manager.

24.02

The Parties agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code of British Columbia* is hereby excluded from this Agreement.

24.03

The Coalition, all Unions and the Association hereby agree to the provisions of this Agreement as evidenced by their signatures below on the date indicated.

Signed and agreed this day, 28th of August, 2008:

Organization

Representative Signature

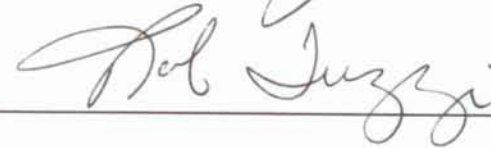
Kitimat Modernization
Employer Association



International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers
& Helpers
Local Lodge 359



International Union of
Bricklayers & Allied Craft
Workers Local Union 2



United Brotherhood of
Carpenters and Joiners of
America - British Columbia
Regional Council of Carpenters



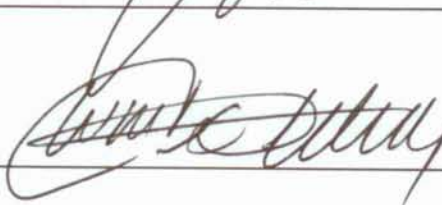
Operative Plasters' Cement
Masons
Union Local 919



Unite Here! British Columbia,
Canada
Local Union 40



International Brotherhood of
Electrical Workers
Local Union 993



International Association of
Heat and Frost Insulators and
Asbestos Workers
Local Union 118



**International Association of
Bridge, Structural, Ornamental
and Reinforcing Ironworkers
Local Union 97**



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



**Millwrights, Machine Erectors
and Maintenance Local Union
2736**



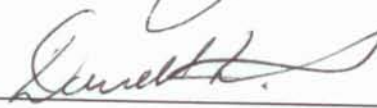
**International Union of
Operating Engineers
Local Union 115**




**International Union of Painters
and Allied Trades, District
Council 38**



**Pile Drivers, Divers, Bridge,
Dock and Warf Builders Local
Union 2404**



**United Association of
Journeyman and Apprentices
of the Plumbing and Pipefitting
Industry of United States and
Canada
Local Union 170**



**Sheet Metal Workers
International Association Local
Union 280**



**International Brotherhood of
Teamsters
Local Union 213**



**Trade Section
International Brotherhood of Boilermakers, Local 359**

ARTICLE 1 – HIRING AND NAME REQUEST

1.01 The selection and appointment of General Foremen and Foremen is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foremen and Foremen is the sole responsibility of the Employer and shall be excluded from the name hire ratio. On a crew not exceeding five (5) Journeymen, per shift, one of them may be a Foreman who may work on the tools. (An Apprentice is in addition to the crew.) For tank projects, on a crew not exceeding ten (10) Journeymen, per shift, one of them may be a Foreman who may work on the tools. (An Apprentice is in addition to the crew).

When Foremen are brought forward on the prep crew for the sole purpose of project orientation, it is understood that they will not work on the tools.

Foremen while working on the tools will be included in the journeyman name hire ratio. The Foreman shall be the only representative of the Employer who may issue instructions to the employees.

1.02 General Foremen shall be utilized by an Employer whenever he has established this level of supervision on his work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer. General Foreman shall not work on the tools. The Employer agrees that the General Foreman shall be a member of Boilermaker Lodge 359.

1.03 (a) In addition to Article 1.01, the Employer shall have the right to name request Journeymen pursuant to the following table, unless otherwise mutually agreed to between the Employer and the Union.

The following per shift name hire formula shall be applied to each written request and bona fide emergency request for the dispatch of Journeymen as received from an Employer.

Journeyman Crew Requirements

| <u>TOTAL</u> | <u>EMPLOYER</u> | <u>UNION</u> |
|--------------|-----------------|--------------|
| One | One | -- |
| Two | Two | -- |
| Three | Two | One |
| Four | Two | Two |
| Five | Two | Three |
| Six | Two | Four |
| Seven | Three | Four |
| Eight | Three | Five |
| Nine | Three | Six |
| Ten | Three | Seven |
| Eleven | Four | Seven |
| Twelve | Four | Eight |
| Thirteen | Four | Nine |

| | | |
|-----------|------|----------|
| Fourteen | Four | Ten |
| Fifteen | Five | Ten |
| Sixteen | Five | Eleven |
| Seventeen | Five | Twelve |
| Eighteen | Five | Thirteen |
| Nineteen | Five | Fourteen |
| Twenty | Five | Fifteen |

From this point, the name hire ratio is 25%; i.e., 3 off the Board, 1 name request.

| | | |
|--------------|-------|--------------|
| Twenty-Four | Six | Eighteen |
| Twenty-Eight | Seven | Twenty-One |
| Thirty-Two | Eight | Twenty-Four |
| Thirty-Six | Nine | Twenty-Seven |
| Forty | Ten | Thirty |
| etc. | | |

The Employer may not exceed the name hire ratio when reducing crew size.

Foremen working on the tools will be included in the name hire ratio. Foremen outside the name hire ratio may not work on the tools and may not be demoted.

(Note: An Apprentice is in addition to the crew.)

- (b) All name requests shall be made in writing (including FAX), to the Union, prior to these requests being dispatched.

1.04 Members of the Union who have accepted a name request from an Employer other than via the Union Dispatch Office must report acceptance of the name request to the Union office prior to the Union receiving the Employer's written manpower dispatch order. Failure to comply shall nullify the member's name request(s) for fourteen (14) calendar days.

In the event that name requests exceed the ratio as contained in the formula, dispatching shall be done on the basis of first received.

On jobs of fourteen (14) days duration or less, it is further understood and agreed there shall be no additional name requests after the first layoff has taken place.

ARTICLE 2 – CLASSIFICATIONS AND WAGE RATES

2.01 The Employer agrees to employ as Employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in his employ, only Employees who are members in good standing with the Union. Except as otherwise provided, all such Employees shall be hired through the Union office prior to the start of their employment.

2:02 The Union agrees to furnish competent available workmen to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of its Employees and to discharge any Employee for any just and sufficient cause. The Employer shall not discriminate against any Employee by reason of his membership in the Union or his participation in its lawful activities. There shall be mutual co-operation between crew members, such that fitter/riggers and welders assist each other when possible.

2:03 After the Employer has requested the Union office to furnish workmen to perform work within the scope of this Agreement and the required number of workmen are not furnished within two (2) working days after the date for which the workmen are requested, the Employer shall have the right to procure and retain until layoff, but not transfer without the consent of the Union, the required number of workmen from other available sources, provided that such workmen procured from other available sources shall be required by the Employer to join the Union not later than fifteen (15) days after hiring

2.04 Should it be necessary to reduce the work force on the job, the Employer shall lay off or terminate his Employees in the following sequence:

- (a) Permits
- (b) Retired Members
- (c) Travel Cards
- (d) Probationary Journeymen and Shop Local Lodge Members
- (e) Construction Local Lodge Members

Except that consideration must also be given to retain sufficient Employees on each job classification to suit the nature of the work remaining.

2.05 Upon receipt of authorization contained on the official Union Dispatch Form signed by the Employee, the Employer shall each month deduct from all employees coming within the scope of this Agreement monthly union dues in the amount prescribed by the Union.

2.06 In addition to Article 2.03, and upon receipt of authorization, the Employer shall each month deduct three and one-half percent (3½%), amended to four percent (4%) effective January 1, 2002, (or such amount as may be designated by the Union) Field Dues of gross hourly wages (including waiting, reporting, show up and standby time) of all Employees, coming within the scope of this Agreement.

2.07 Employer Contributions

- (a) The Employer shall contribute each month, to the Following Funds, for each Employee coming within the scope of this Agreement, an amount in cents per hour as set out in Appendix "A", for all hours earned (including waiting, reporting, and standby time) by the Employee:

- Boilermaker Lodge 359 Health & Welfare Fund
- Boilermaker Lodge 359 Pension Trust Fund
- Boilermaker Lodge 359 Apprenticeship Fund
- Boilermaker Lodge 359 Trade Advancement Fund
- Boilermaker Lodge 359 Education and Promotion Fund
- Jurisdictional Assignment Plan
- Construction Industry Rehabilitation Fund
- Boilermaker National Apprenticeship and Education Training Fund

2.08 Payment of Dues Check-Off and Employer Contributions

Payments must be remitted by the 15th day of the month following the month the deductions and contributions were made, together with a list of the names and Social Insurance Numbers of the employees on whose behalf the deductions and contributions are being made. Also opposite each name on the list, the figures upon which the deductions and contributions are being made shall be shown.

Monthly Union Dues and Field Dues deductions, Apprenticeship Fund, Trade Advancement Fund, Education and Promotion Fund, Jurisdictional Assignment Plan Fund, and Rehabilitation Fund contributions shall be remitted directly to the Secretary-Treasurer of the Union, payable to:

BOILERMAKERS LODGE 359 and forwarded to:

The Secretary-Treasurer
International Brotherhood of Boilermakers Lodge 359
4514 Dawson Street, Burnaby, B.C. V5C 4C1

The Union will hold the Employer harmless from all liabilities and claims by the employees, the Union or its agents other than prompt collection and transmittal of authorized deductions and Employer contributions.

Monthly Employer Contributions to the Boilermaker Health and Welfare Fund, and Pension Fund shall be remitted directly and be payable to:

Boilermakers Lodge 359
Benefit Administration Office
4510 Dawson Street, Burnaby, B.C. V5C 4C1

Monthly Employer Contributions to the National Apprenticeship and Education Training Fund shall be remitted directly and payable to:

Boilermaker Contractors' Association of B.C. Trust Account
Boilermaker Lodge 359 Benefit Administration Office
4510 Dawson Street, Burnaby, B.C. V5C 4C1

Delinquent payments, notification, penalties and inspection: The Union and/or Fund Administrators shall advise the Employer in writing of any delinquency. Should the Employer fail to respond within forty-eight (48) hours of receipt of the notification (exclusive of Saturdays, Sundays and Holidays), by either: payment of the delinquency or written reasons for the delinquency which the Union and/or Fund Administrators shall decide as being acceptable or not, there then shall be a ten percent (10%) penalty of the amount of the late payment due.

2.09 Funds: General

- (a) The Apprenticeship Fund, Trade Advancement Fund, Industry Rehabilitation Fund, Industry Health and Safety Fund and National Training Fund shall each be controlled by a Board of Trustees consisting of an equal number of Employer Representatives and Union Representatives, who will administer the respective Fund.
- (b) The Health and Welfare Fund, and the Pension Fund shall be controlled by a Board of Trustees consisting of Union members. A full-time Administrator shall be engaged by the Board of Trustees. The cost of administration of the Funds shall be borne by the respective fund.

ARTICLE 3 – WELDING TESTS

- 3.01** All welders are required to carry their welders log book to all projects to which they are dispatched.

Any Employee holding a current Provincial Government Welding Certificate of Qualification and/or a Welders Log Book, who is required to take a Provincial Government test, shall be paid for the time required to take the test, including materials and inspector fees.

- 3.02** (a) Should a private procedure test be required by the Employer, the Employee shall be paid for the time required to take such test.
- (b) When a welder is required to perform a test for an Employer, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.
- (c) Should an Employee fail a welding test and request to be retested, or be requested by the Employer to perform a second test, such second test shall be conducted on the Employee's own time.

The Employee shall not have the right to refuse a retest if requested by the Employer.

3.03 Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating his having to travel outside of the city limits of the city in which he resides or is employed, shall be reimbursed in an amount necessary to compensate him for travel expenses and subsistence allowance, if applicable.

3.04 Welders passing a test will have the results recorded in his welders log book by the Employer's representative at the time of the test or prior to completion of the project.

3.05 Where a welder is to take a private or provincial test on which the issuance or re-issuance of his certificate will depend, he shall not be required to do so under conditions which would unfairly affect his ability to perform the test.

For other tests, the Employer may prescribe test conditions approximating but not exceeding, conditions which may be encountered on the job.

Welders required to take any test shall be allowed to complete the test.

3.06 Any welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 3.

3.07 Welding equipment will only be operated by welders.

ARTICLE 4 – OVERTIME

4.01 (a) Employees working on Saturday shall be paid overtime at double (2) the regular hourly rate.

4.02 When foremen are required to arrive at work up to one-half (1/2) hour prior to the normal starting time of the shift to organize work and/or obtain permits, they shall not be entitled to a meal or meal break unless they work more than two (2) hours beyond the end of their normal shift.

Notwithstanding the above, Foremen and General Foremen, required to work hours additional to that of the crew they are supervising, shall be entitled to rest (coffee) and meal breaks consistent with those breaks established for their crew.

ARTICLE 5 – VACATIONS AND RECOGNIZED HOLIDAYS

- 5.01** (a) Every employee covered by this Agreement shall receive holiday pay calculated at six percent (6%) of gross earnings and shall be paid to the employee on the regular weekly pay cheque.
- (b) Every employee covered by this Agreement shall receive a Vacation Allowance which shall be calculated at six percent (6%) of his gross earnings and shall be paid to the Employee on the regular weekly pay cheque.
- (c) Vacation and Recognized Holiday pay shall be combined and shall be accrued at the rate of twelve percent (12%) of gross earnings.
- 5.02** Overtime rates shall be paid for hours worked on Holidays recognized in this Agreement. This shall include, waiting, reporting and standby time. No work shall be performed on Labour Day, except in cases of emergencies, shutdowns or special circumstances.

ARTICLE 6 – TRAVELING EXPENSES

6.01 Initial/Terminal Travel

- (a) The Employer shall pay an initial and terminal travel allowance of the Transportation Rate per kilometer by the most direct route from the City Hall of Burnaby to any Employee who is directed or dispatched to an out-of-town project.
- (b) The Employee shall receive initial travel expenses within two working days of his reporting to the job. The union agrees to work with employer in the implementation of this article.

ARTICLE 7 – PAY DAY

- 7.01** Employees who are laid off or discharged from the service of the Employer, shall receive their Wages and Record of Employment on termination if the payroll is made up on the project, otherwise:
- (a) The employee shall receive an Employer termination slip which shall show either his net pay and deductions, or the basic factors from which his pay will be calculated including: total pay hours, travel expenses, subsistence, etc.
- (b) and the Employer shall mail the employee's wages and Record of Employment within three (3) days, exclusive of Saturday, Sunday and Recognized Holidays.
- (c) Should the employee fail to provide in writing to the Employer a residence mailing address, the employee's wages, etc., shall be mailed to the Union office as prescribed in this Article.

Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates for each day he is kept waiting up to a maximum of forty (40) hours.

The parties have agreed that a penalty is appropriate when the Employer is in default of making final payment to the Employee on termination. The purpose of this is to compensate the

employee for delays in payment that are due to reasons within the control of the Employer. However, it is recognized that there may be extenuating circumstances making it impractical for the Employer to comply with this provision and in that case, the Business Manager shall be empowered to waive the employee's right to grieve.

- 7.02** When an employee quits of his own volition, he shall receive his Wages and Record of Employment on the regular day applicable for the period worked.

ARTICLE 8 – WAGES AND SHIFT PREMIUMS

The Wages for all classifications covered by this Agreement are set out in Appendix "A" attached hereto. Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

ARTICLE 9 – APPRENTICESHIP AND APPRENTICESHIP FUND

- 9.01** Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to five (5) Journeymen. The Apprenticeship ratio is based on the total number of Journeymen hired to the project. (Note: An Apprentice is in addition to the crew.)

It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager of the Local Lodge.

Apprentices shall only be referred, employed and paid at their proper classification and corresponding wage rate.

- 9.02** All Apprentices shall be employed in accordance with the provisions of the Apprenticeship Act and the parties hereto agree to observe all provisions of the said Act.
- 9.03** Apprentices shall be given the support of the Journeymen working on the job on which the Apprentices are employed, and, the supervision of the Foreman, and, under the guidance of the Journeyman, they may perform rigging, fitting, layout work or any other part of the Boilermaker trade.
- 9.04** When the Employer reduces the workforce on any project, Apprentices are not to be solely used to perform functions of the Journeyman in lieu of a Journeyman.

APPENDIX "A"

**WAGE AND BENEFIT SCHEDULE (\$)
BOILERMAKERS**

| EFFECTIVE DATE | May 14/06 | April 29/07 | April 27/08 | May 3/09 |
|---|-----------------------------|-----------------------|------------------------|------------------------|
| GENERAL FOREMAN | J + 15% | J + 15% | J + 15% | J + 15% |
| FOREMAN | J + 10% | J + 10% | J + 10% | J + 10% |
| JOURNEYMAN RATE (J) | \$31.71 | \$33.49 | \$34.83 | \$35.72 |
| APPRENTICES | | | | |
| 6 TH 1000 HOURS | 90% of J | 90% of J | 90% of J | 90% of J |
| 5 TH 1000 HOURS | 83% of J | 83% of J | 83% of J | 83% of J |
| 4 TH 1000 HOURS | 78% of J | 78% of J | 78% of J | 78% of J |
| 3 RD 1000 HOURS | 73% of J | 73% of J | 73% of J | 73% of J |
| 2 ND 1000 HOURS | 68% of J | 68% of J | 68% of J | 68% of J |
| 1 ST 1000 HOURS | 63% of J | 63% of J | 63% of J | 63% of J |
| PRE APPRENTICE | 55% of J | 55% of J | 55% of J | 55% of J |
| VACATION PAY | 6% | 6% | 6% | 6% |
| STAT. HOLIDAY PAY | 6% | 6% | 6% | 6% |
| HEALTH & WELFARE | 3.49 | 3.49 | 3.49 | 3.49 |
| PENSION | 4.75 | 4.75 | 4.75 | 4.75 |
| APPRENTICESHIP AND TRADE ADVANCEMENT | 0.39 | 0.39 | 0.54 | 0.54 |
| PROMOTION FUND | 0.13 | 0.13 | 0.13 | 0.13 |
| BC JURISDICTIONAL PLAN | 0.015 | 0.015 | 0.015 | 0.015 |
| REHAB. FUND | 0.02 | 0.02 | 0.02 | 0.02 |
| NATIONAL TRAINING | 0.14 | 0.14 | 0.14 | 0.14 |
| HOURS OF WORK | 8 | 8 | 8 | 8 |
| SHIFT | | | | |
| PREMIUM 2 ND Shift | 6.00 | 6.00 | 6.00 | 6.00 |
| PREMIUM 3 RD Shift | 6.00 | 6.00 | 6.00 | 6.00 |
| OVERTIME | See Article 4.01 and or PLA | | | |
| SUBSISTANCE (LOA) | \$90.00 | \$95.00 (May 1/07) | \$100.00 (May 1/08) | \$105.00 (May 1/09) |
| SUBSISTANCE Room + Meal Allowance | \$50.00 | \$52.50 (May 1/07) | | \$55.00 (May 1/09) |

**Trade Section
Bricklayers & Allied Craft Workers Union, Local #2 BC**

ARTICLE 1 – UNION SECURITY AND HIRING

- 1.01 (a) The Employer agrees that upon all construction, installation, maintenance and repair work done by, for, or on behalf of, or at the instance of the Employer, whether done directly or indirectly under contract or sub-contract, only members in good standing of Bricklayers & Masons No. 2, B.C. shall be employed.
- (b) All Employees shall present a clearance to the Shop Steward before going to work and the clearance shall indicate whether the Employee is a member or a non-member.

ARTICLE 2 – TERMINATION

- 2.01 One (1) hour's notice of discharge will be given by the Employer or one (1) hour pay allowed in lieu thereof.

ARTICLE 3 – WORKING CONDITIONS

- 3.01 In order to avoid unnecessary discrimination and ill-feeling through discharge of any Employee, the Foreman shall advise the Job Steward as to the reason.
- 3.02 The following duties will be performed by members of this Union but not necessarily Journeyman Bricklayers:
- (a) All washing down or cleaning of materials erected by members of Local No. 2, B.C.
- (b) All waterproofing and sealing of masonry materials.
- (c) All cutting of masons' materials by hand or machine.
- 3.03 No Apprentice shall be kept on a masonry saw for more than one (1) week at a time.
- 3.04 The contractor shall supply waterproof gloves and aprons to Employees engaged in cutting on a wet masonry saw or washing down masonry.

ARTICLE 4 - WAGES

4.01 Monetary Package (Industrial Protects)

- (a) The Journeyperson minimum straight time hourly wage rate shall be as per the following schedule. All Other Employee classifications shall be recalculated accordingly. (Note: these wage rates do not include the refractory premium of twenty-five cents (\$0.25) per hour.)

| | |
|---------------|----------|
| May 1,2008 | \$31.85 |
| May 1,2009 | \$ 32.96 |
| April 1, 2010 | \$ 34.08 |

- (b) The Employer contribution to the Union Pension Plan and Health and Welfare Plan shall be increased in accordance with the following schedule.

| | | |
|--------------|---------|-------------------------------|
| July 1, 2006 | \$ 0.25 | Union Health and Welfare Plan |
| July 1, 2006 | \$ 0.65 | Union Pension Plan |

Refer also to page # 15 of the MOA for the BRICKLAYERS STANDARD ICI AGREEMENT, TRADE LEVEL MEMORANDUM OF AGREEMENT RE: INDUSTRIAL PROJECTS dated May 12, 2006

4.02 Weekly Pay

Every Employer shall at least as often as once a week, pay to his Employees in the Bricklaying trade, all wages and salary due, up to a day, not more than three (3) days prior to the date of payment. Where practicable, payment will be made on the job. All cheques issued for payment of wages must be negotiable without charge in the town or area where they are distributed. The Union agrees to give consideration to employers using the two-week pay cycle.

4.03 Wages to be Paid in Full

Employees shall be paid wages in full and given their Record of Employment at time of discharge on the job, or arrangements made whereby their cheque and Record of Employment will be mailed to them not later than the following Monday.

4.04 Foreman Premium

A Foreman shall be defined as a Journeyperson who is designated by the Employer to routinely issue orders and/or provide direction to Employees. Where three (3) or more bricklayers or masons are employed, one (1) shall be appointed by the Employer as a Foreman. The minimum straight time hourly wage rate for a Foreman shall be 115% of the applicable Journeyperson minimum straight time hourly wage rate on the project.

ARTICLE 5 – APPRENTICES

5.01 All Apprentices will be employed in accordance with the provisions of the Apprenticeship Act of British Columbia and parties hereto agree to observe all provisions of the same.

5.02 The Employer may employ a maximum of one (1) Apprentice for every one (1) Journeyperson employed. Such ratio shall be calculated on a companywide (as opposed to project by project) basis.

5.03 The rate of pay for Apprentices shall be as follows (each term = 6 months):

| | |
|----------------------|--------------------------|
| 1 st term | 55% of Journeyman's rate |
| 2 nd term | 60% of Journeyman's rate |
| 3rd term | 65% of Journeyman's rate |
| 4th term | 75% of Journeyman's rate |
| 5th term | 80% of Journeyman's rate |
| 6th term | 85% of Journeyman's rate |
| 7th term | 90% of Journeyman's rate |
| 8th term | 95% of Journeyman's rate |

Any Apprentice who completes the Government Pre-Apprentice Course will be credited with at least six (6) months on his apprenticeship.

5.04 No Apprentice shall be allowed to do work other than that specifically defined as Bricklayer's work after completing the first twelve (12) months of his apprenticeship.

5.05 All Apprentices so employed must be registered with the Department of Apprenticeship and shall be covered by all terms and conditions of this Agreement from the first day of employment.

**BRICKLAYERS STANDARD ICI AGREEMENT – INDUSTRIAL CONSTRUCTION
PROJECTS LOCATED OUTSIDE LOWER MAINLAND**

| | Expiry | May 1, 2008 | May 1, 2009 | April 1, 2010 |
|--------------------------------|---------------|--------------------|--------------------|----------------------|
| Journeyman Wage Rate | 27.04 | 31.85 | 32.06 | 34.08 |
| Holiday Pay (12%) | 3.24 | 3.82 | 3.96 | 4.09 |
| Sub-Total | 30.28 | 35.67 | 36.92 | 38.17 |
| Metro Travel Premium | n/a | n/a | n/a | n/a |
| Sub-Total | 30.28 | 35.67 | 36.92 | 38.17 |
| * Employer Contributions | 4.36 | 5.54 | 5.54 | 5.54 |
| Total Package | 34.64 | 41.21 | 42.46 | 43.74 |
| Total Increase = \$9.07 | | 1.25 | 1.25 | 1.25 |
| Pct. Increase – 26.18% | | 3.14% | 3.03% | 2.95% |

*Employer Contributions are net of Employer Association contributions and are payable on a combined "per hours earned" and "per hours worked" basis.

ARTICLE 6 – STATUTORY AND ANNUAL HOLIDAYS * (see appendix "A")

6.01 Employees shall receive six percent (6%) of their gross earnings in lieu of paid statutory holidays.

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

6.03 The rate of annual holiday pay will be six percent (6%) of the Employee's gross wages.

6.04 All holiday pay, whether annual or statutory, will be payable every two (2) weeks on request of the Employee.

ARTICLE 7 – OVERTIME – INDUSTRIAL

7.1 The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one half (1½) times the otherwise applicable straight time hourly wage rate. All other overtime will be paid at double time.

ARTICLE 8 – SHIFTS

8.01 Scheduling of Shifts

- (a) The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift.

8.02 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Journeyperson who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

Afternoon Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked. (Note: holiday pay is payable on this premium, but no overtime premium shall apply.)

Night Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 8: 30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked. (Note: holiday pay is payable on this premium, but no overtime premium shall apply.)

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

ARTICLE 9 – EMPLOYER CONTRIBUTIONS AND REMITTANCE

9.01 MASONRY INDUSTRY TRUST FUNDS

Every firm signatory to this Agreement agrees to contribute to the Trust Funds outlined in this article and every firm agrees to be bound by the provisions contained herein governing the remittance of contributions and the collection of Trust Fund monies.

(a) Health & Welfare Trust Fund

Effective July 1, 2006 a contribution of two dollars, and fifty cents (\$2.50) per hour for each straight time hour, and three dollars and seventy-five cents (\$3.75) for each overtime hour at time and one-half (1-1/2), and five dollars (\$5.00) for each overtime hour at double time, will be paid by the Employer to the Trustees of the Bricklayers & Masons Welfare Plan.

The Bricklayers & Masons Welfare Plan shall be administered by a Board of Trustees consisting of four (4) members of the party of the first part and four (4) members of the party of the second part. The Employer signatory to this Agreement hereby delegates all right to representation on the Board of Trustees to the Masonry Contractors Association of B.C.

(b) Pension Trust Fund

Effective July 1, 2006, a contribution rate of two dollars and fifty cents (\$2.50) per hour for every straight time hour, and three dollars and seventy-five cents (\$3.75) for each overtime hour at time and one-half (1-1/2), and five dollars (\$5.00) for each overtime hour at double time will be paid by the Employer on behalf of every Employee employed in any job classification covered by this Agreement.

A contribution of two dollars and twenty-five cents (\$2.25) will be deducted from each Employee's wages per hour for every straight time hour, and three dollars and thirty-seven cents (\$3.37) for each overtime hour at time and one-half (1-1/2), and four dollars and fifty cents (\$4.50) for each overtime hour at double time. The total will be paid to the Trustees of the Bricklayers and Masons Pension Plan. Each Employee shall submit a written authorization to his Employer so as the deductions for the Pension Plan may be made. If the Employer fails to make the required Employee deductions, he shall be liable for the total amount.

The Bricklayers and Masons Pension Fund shall be administered by a Board of Trustees, consisting of four (4) members of the party of the first part and four (4) members of the party of the second part. The Employer signatory to this Agreement hereby delegates all rights to representation on the Board of Trustees to the Masonry Contractors Association B.C.

A statement of contributions shall be issued to the Employee once a year on the Employee's T-4 slips.

(c) Bricklayers and Masons Field Dues

The Employer shall deduct Union Dues of such amount(s) as the Union directs, on a monthly, weekly and/or hourly basis, and shall forward such deductions in the manner set forth in this article. Notwithstanding the foregoing, the Union shall provide the Employer with not less than thirty (30) days written notice of a change in the Union Dues deduction amount(s).

Monthly Union Dues of \$20.00. Union Field Dues shall be deducted at a rate of 2.5% of the gross earnings, gross earnings calculated as gross wages plus holiday pay.

(d) B.C.Y.T. Fund

It is agreed that ten cents (\$0.10) for every hour earned will be deducted from every Employee working within the scope of this Agreement.

(e) B.C.B.C.B.T.U. (New Fund)

The Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour for all hours worked or earned established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JAPlan). The provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

(f) B.C. Construction Industry Rehabilitation Fund

The Employer shall contribute two cents (\$0.02) for each hour worked to the B.C. Construction Industry Rehabilitation Fund.

The B.C. Construction Industry Rehabilitation Fund will be governed by a Board of Trustees appointed on an equal basis by the Construction Labour Relations Association and the B.C. & Yukon Building Trades Council and shall be used for rehabilitative purposes in the industry on the basis of the negotiated and agreed principles of July 23, 1980.

(g) B.C. Jurisdictional Assignment Plan Fund

Effective June 15, 2002 at 12:01 am, one cent (\$0.01) per hour for all hours earned in classifications covered by this Collective Agreement will be contributed by the Employer to the Jurisdictional Assignment Plan Fund.

(h) *Masonry Contractors Association of BC Fund

The Employer shall contribute fifty cents (\$0.50) per hour worked plus forty-five dollars (\$45.00) per month to the MCA of BC Fund in the manner set forth in this article. Notwithstanding the foregoing, the MCA of BC may alter either the hourly and/or monthly contribution amount by providing the Union with sixty (60) calendar days written notice of their intention to do so. Any cost incurred by the Union during the term of this Agreement as a direct result of having to change the Monthly Report of Employer Contributions and Employee Deductions due to an increase/decrease in the MCA of BC Fund contribution amount(s) shall be borne by the MCA of BC.

(i) Contract Administration Fund

The Employer shall contribute thirteen cents (\$0.13) per hour worked, inclusive of GST, to the Contract Administration Fund in the manner set forth in this article. CLR may alter this amount by providing the Union with sixty (60) calendar days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each employer under this agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereof shall be borne by CLR. The Unions will not have any responsibility for delinquent monies from individual employers.

(j) Bricklayers Joint Labour-Management Training Fund (BJLMTF)

The Employer shall contribute fifty cents (\$0.50) per hour worked to the Bricklayers Joint Labour-Management Training Fund (BJLMTF) in the manner set forth in this article.

(k) Monthly Remittances and Rate Calculations

- (i) The Employer shall remit to the Union all Employer contributions and Employee deductions required in accordance with this Agreement on behalf of the Employees working under the terms of this Agreement.
- (ii) Such remittance shall be made by a single payment, accompanied by a correctly completed Monthly Report of Employer Contributions and Employee Deductions, and shall be received by the Union not later than the fifteenth (15th) calendar day of the month following that for which such payments are payable.
- (iii) The Union shall notify the Employer, in writing, of any delinquent remittance. If the Employer fails to respond to such notification within two (2) regular working days of receiving same, the Union shall require the delinquent Employer to pay the greater of either:
 - a) a penalty in the amount of ten percent (10%) of the delinquent remittance, or
 - b) a sum of fifteen dollars (\$15.00).
- (iv) All Employer contributions and Employee deductions required under the terms of this Agreement, are deemed, without exception, to be held in trust by the Employer until remitted in the manner set forth herein.
- (v) Furthermore, all Employer contributions and Employee deductions required under the terms of this Agreement, are also deemed, without exception, to be wages due the Employee, which the Employee has chosen to assign to the respective Plans, and/or Trust Funds, and/or Associations, and/or Councils, and/or Committees, etc., for the purposes of receiving benefits from same.
- (vi) As a result, if the Employer fails to remit all Employer contributions and Employee deductions required under the terms of this Agreement, and/or if the Employer fails to deduct such Employee deductions required under the terms of this Agreement from an Employee's pay cheque, such Employer shall be liable for the full amount due.
- (vii) The Union shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittances to the various Plans, Funds, Programmes, Associations, Committees, etc. in the appropriate manner.
- (viii) The Union acknowledges that such Plans, Funds, Programmes, Associations, Committees, 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.

(l) Delinquent Payments and Inspection

Notwithstanding any other terms of this Agreement, a business representative of the Union or a representative authorized by the Boards of Trustees of the Bricklayers

Pension and Welfare Plans may inspect during regular working hours, an Employers record of time worked by the Employees and contributions made to the organizations and funds pursuant to this Agreement and to report the results of such inspection to the various organizations and funds to which the Employers make contributions under this Agreement. Should it be determined that contributions have not been made, the Trustees may choose to recommend any or all of the following:

- (i) that the Employer be obliged to make the necessary contributions.
- (ii) that the Employer be obliged to pay the cost of the inspection.

ARTICLE 10 – SUPPLEMENTARY DUES CHECK-OFF

10.01 The Employer shall deduct Union Dues of such amount(s) as the Union directs, on a monthly, weekly and/or hourly basis, and shall forward such deductions in the manner set forth in Article 9 – Masonry Industry Trust Funds – Payment of Trust Fund Contributions and Supplemental Dues Check-off. Notwithstanding the foregoing, the Union shall provide the Employer with not less than thirty (30) days written notice of a change in the Union Dues deduction amount(s).

Employee Dues Deductions

| | |
|--|---------|
| Monthly Union Dues | \$20.00 |
| Union Field Dues (calculated as a percent of gross earnings) | 2.5% |
| (Gross earnings = wages + h/p) | |

ARTICLE 11 – APPRENTICE RATIO

11.01 Apprenticeship Ratios

- (a) All Apprentices will be employed in accordance with the provisions of the Apprenticeship Act of British Columbia and parties hereto agree to observe all provisions of the same.
- (b) The Employer may employ a maximum of one (1) Apprentice for every one (1) Journeyman employed. Such ratio shall be calculated on a companywide (as opposed to project by project) basis.

ARTICLE 12 – TOOLS

12.01 Journeymen and Apprentices shall be required to supply the ordinary tools of the trade. The following tools shall be the minimum requirement:

- One (1) marking pencil
- One (1) trowel
- One (1) pointing trowel
- One (1) four foot (4') level, in working order
- One (1) rule or tape
- One (1) bolster or brick set
- One hundred feet (100') of mason's line
- One (1) tool bag or box

- One (1) hand brush
- One (1) raker or raking wheel
- One (1) mash hammer
- Two (2) round jointers
- One (1) tuck pointer
- One (1) brick hammer
- Line pins

Schedule of Employer Contributions and Employee Deductions – Industrial Projects:

The following schedule of Employer contributions and Employee deductions shall apply on all bricklayer jurisdiction work performed on Industrial projects only. Employer contributions and Employee deductions marked with a * shall be calculated on the basis of hours earned.

| Employer Contributions | Effective: July 1, 2006 |
|--|----------------------------|
| *Health and Welfare Plan | \$2.50 |
| *Pension Plan | 2.50 |
| Bricklayers Joint Labour Management Training Fund | 0.50 |
| † MCA of BC Fund | 0.50 |
| Contract Administration Fund | 0.13 |
| BC Construction Industry Rehabilitation Plan Fund | 0.02 |
| *Jurisdictional Assignment Plan Fund | 0.01 |
| BCBCBTU Fund | 0.01 |
| Total Employer Contributions – Straight Time Hours | \$ 6.17 |
| Total Employer Contributions – 1 1/2 x Overtime Hours | \$ 8.675 |
| Total Employer Contributions – 2 x Overtime Hours | \$11.18 |

† A lump sum payment of \$45.00 per month shall apply in addition to the hourly contribution amount.

| Hourly Employee Deductions | Effective: July 1, 2006 |
|---|----------------------------|
| *Pension Plan | \$2.25 |
| *BCYT Fund | 0.10 |
| Total Employee Deductions – Straight Time Hours | \$2.35 |
| Total Employee Deductions – 1 1/2 x Overtime Hours | \$3.525 |
| Total Employee Deductions – 2 x Overtime Hours | \$4.75 |

| Other Employee Deductions | Effective: July 1, 2006 |
|---|----------------------------|
| Monthly Union Dues | \$20.00 |
| Union Field Dues (calculated as a percentage of gross earnings) | 2.5 % |

Dated this 9th day of June, 2006

Signed on behalf of:

Construction Labour Relations Association of BC

Dated this 12th day of June, 2006

Signed on behalf of:

IUBAC Local #2 BC

**Trade Section
British Columbia Regional Council of Carpenters**

ARTICLE 1 - HIRING AND NAME REQUESTS

1.01 In addition to exempt Employees, the Employer may also name request any/all members of the project Local who have worked for the Employer within the previous six (6) months, and employ such members on the project.

1.02 Name Requests

(a) In addition to the name request Employees employed in accordance with Article 1.01, the Employer may also name request one (1) member of the project Local for each one (1) member of the project Local dispatched by the project Local.

(b) Thereafter, the project Local shall have the right to dispatch all remaining Employees required by the Employer on the project, providing such Employees are members of the project Local.

1.03 Inability of Local to Fulfill Dispatch Request

(a) If the project Local is unable to dispatch Employees within twenty-four (24) hours of the project Local's receipt of the Employer's dispatch request, the Employer may proceed as follows, but only to the extent that doing so is necessary to fulfill the Employer's dispatch request.

(b) Choose to obtain Employees elsewhere, provided that any such individuals become Union members within two (2) weeks of date of hire and remain Union members as a condition of continuing employment, and/or

1.04 Notwithstanding any/all contrary provisions of this Agreement, the project Local shall not make any attempt to dispatch an Employee of a different Employee classification (i.e., Journeyperson, Apprentice, Material Handler/Pre-Apprentice) than was requested by the Employer. In particular, the project Local shall not make any attempt to restrict or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 2.03 (b).

1.05 Reduction in Project Crew

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

(b) 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 and resident members of the project Local.

1.06 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 2 - WAGE RATES AND CLASSIFICATIONS

2.01 Wages and Premiums - see attached Schedule A

2.02 Minimum Straight Time Hourly Wage Rates

The schedules of minimum straight time hourly wage rates as provided for within Schedules "A" shall apply to all work performed in accordance with this Agreement.

(a) First Aid Attendant

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

(b) Swing Stage and Bosun Chair

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

(c) Scaffold Erection/Dismantling

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

2.03 Employee Classifications

(a) Foremen

(i) A Foreman shall be defined as an Employee who issues orders or gives direction to other Employees. All direction given to an Employee(s) shall be provided by the Foreman to whom such Employee(s) is regularly assigned. When more than six (6) Employees are employed, a "non working" Foreman shall be employed. The Employer shall not divide Employees into several crews for the purpose of not having to employ a "non working" Foreman.

(ii) The minimum straight time hourly wage rate for a Foreman shall be one hundred and fifteen percent (115%) of the applicable Journeyman minimum straight time hourly wage rate on the project. In addition to such rate, a Foreman shall also be paid all other premiums (i.e., holiday pay, overtime, etc.) which otherwise apply in accordance with this Agreement.

(b) Apprentices

(i) Employers shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.

(ii) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Journeyman on the project.

1st Term - 55% 2nd Term - 65% 3rd Term - 80% 4th Term - 90%

- (iii) The advancement for each apprenticeship term shall be the completion of both the practical and technical requirements. Any exceptions shall be determined by the applicable Joint Advisory and Training Committee

(c) Semi-Skilled Carpenters

Employees performing carpentry work with various skills and experience. The Employer will determine the appropriate pay level pursuant to one of the four terms listed under Semi-Skilled Carpenters section in Schedule A.

Level 1 - 55% Level 2 - 65% Level 3 - 80% Level 4 - 90%

(d) Material Handlers/Pre-Apprentices

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

2.04 Vacation Pay and Statutory Holiday Pay

Combined vacation and statutory holiday pay of 12% shall be paid regardless of actual days recognized as holidays. These amounts shall be paid on the gross hourly wage rates of each Employee regardless of the amount of time worked and shall accrue to each Employee's credit and be paid on each regular pay cheque. No additional annual vacation pay and/or statutory holiday pay shall therefore be payable to an Employee when the actual annual vacation days and/or statutory holidays occur.

(a) 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.

ARTICLE 3 - EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

3.01 Employer Contributions

The schedules of Employer contributions as provided for within Schedules "B1" through "B4" attached hereto shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of "hours earned".

- (a) Employer Contributions:

| | |
|---|--------------------------|
| BCRCC Benefit Plan | |
| BCRCC Retirement Plan | As Per Schedule B |
| BCRCC Administration Fund | 0.10 |
| BCRCC Training Fund | 0.24 |
| CLR Contract Administration Fund | 0.13 |
| Association of Carpentry Employers of BC | 0.01 |
| C.I. Rehabilitation Plan | 0.02 |
| Jurisdictional Assignment Plan | 0.01 |
| BCRCC Joint Advisory Fund | 0.01 |
| BCBCBTU Fund | 0.01 |
| CETA - BC | 0.14 |

- (b) The Employer shall make payment to the B.C.R.C.C. Fund, on or before the fifteenth (15th) of each month, for hours worked in the previous month, in accordance with the following and listed in Schedule B. If payment is not received by the 20th of that month, the Union shall be free to take any economic action it deems necessary.

3.02 Administration of Funds

The B.C.R.C.C. Fund will be the Administrator of all contributions received and shall distribute such contributions in accordance with Article 3.01 and Schedule B and in accordance with the enrollment provisions of the B.C.R.C.C. Benefit Plan and the B.C.R.C.C. Retirement Plan.

Distribution of funds shall be made by the B.C.R.C.C. Fund not later than the last day of the month in which such amount(s) were received. CLR's remittance shall be accompanied with a summary report that provides hours of work and contributions by each Employer working under this Agreement.

- (a) Carpenter Employer Joint Advisory and Training Contributions: The B.C.R.C.C. Joint Advisory and Training Committee (JATC) shall be established in accordance with an "Agency Agreement". In the event these committees are discontinued, the payment of the contribution shall no longer be required.
- (b) Jurisdictional Assignment Plan: The JAP, as agreed to between the BCYT and CLR, shall be binding upon the Parties. It is agreed that the Umpire is not authorized to award back pay or any other damages for a misassignment of work. Nor may any Party bound to this Plan bring an independent action for back pay or any other damages through the courts, arbitration, or the B.C. Labour Relations Board.
- (c) Dues Check-Off: The Employer agrees to deduct from each Employee coming within the scope of this Agreement, Union dues and assessments in accordance with Schedule B or in the amount communicated to the Employer by the Union from time to time. These deductions shall be remitted monthly along with the Employer contributions as per Article 3.01.

3.03 “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.

3.04 Delinquent Remittance

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.

3.05 Payroll Procedures

- (a) The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an Employee at the time of termination of employment. Alternatively, the Employer shall mail a cheque to the Employee in payment of such monies not later than the next working day.
- (b) Where an Employee is not paid, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions. When circumstances beyond the control of the employer occur to cause delays in pay, employees will not receive this payment of wages.
- (c) Any Employer whose head office is located outside of BC shall establish a payroll office within BC.

3.06 Bonding and Payroll Failures

- (a) 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.
- (b) 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 4 - HOURS OF WORK AND OVERTIME

4.01 Notice of Termination

The Employer shall provide an Employee with one (1) hour’s notice of termination, or one hour’s pay in lieu thereof. The Employee shall use such notice to gather their personal tools and prepare such tools for the next project.

4.02 Overtime Hours

All other overtime hours, including all hours worked in excess of ten (10) hours per day, Monday through Friday, and all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

4.03 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Journeyperson who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule:

| | |
|-----------------|---|
| Day Shift | No shift premium. |
| Afternoon Shift | Six dollars (\$6.00) per hour worked (i.e. the premium is the same regardless of whether it is a straight time or an overtime hour) on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked. Holiday pay is payable on this premium. Notwithstanding the foregoing, no shift premium shall be payable on hours worked on Saturdays, Sundays and statutory holidays. |
| Night Shift | Six dollars (\$6.00) per hour worked (i.e. the premium is the same regardless of whether it is a straight time hour or an overtime hour) on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked. Holiday pay is payable on this premium. Notwithstanding the foregoing, no shift premium shall be payable on hours worked on Saturdays, Sundays and statutory holidays. |

4.04 Timing of Payment

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

ARTICLE 5 - JOB STEWARDS AND UNION REPRESENTATIVES

5.01 Job Stewards

- (a)** The Union shall notify the Employer of the appointment of all Job Stewards.
- (b)** Refer also to Article 1.05 regarding preference for continued employment of Job Stewards.

ARTICLE 6 - MISCELLANEOUS

6.01 Leave of Absence

The Employer shall grant a non-paid leave of absence to an Employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the Employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

6.02 Project Facilities

(a) Telephone Access

A telephone(s) shall be made available to all Employees at all times for incoming or outgoing emergency purposes, and incoming messages shall be relayed immediately.

(b) Vehicles

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

(c) Tools, Equipment and Protective Clothing

- (i) The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time.
- (ii) The cost of transporting an Employee's tools shall be paid for by the Employer. Notwithstanding the foregoing, although Employees will normally take their tools with them, when the Employer makes other arrangements for transporting an Employee's tools such Employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick Employee to the Employee's point of dispatch.
- (iii) 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.
- (iv) When the Employer takes Employees' saws to be filed in a shop, every effort shall be made to take them to a Union shop. In the event that saw(s) are lost, the Employer shall replace these with new saw(s) of equal quality.
- (v) In the event an Employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the Employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

6.03 Insurance

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

ARTICLE 7 – SCAFFOLD ADDENDUM

7.01 If the project employs a specialty scaffold contractor, the SCAFFOLD ADDENDUM of the CARPENTERS' STANDARD INDUSTRIAL AGREEMENT will apply.

CARPENTERS STANDARD INDUSTRIAL AGREEMENT

SCHEDULE "A"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES

| STRAIGHT TIME HOURLY WAGE RATES | BCRCC | | BCRCC | | BCRCC | | BCRCC |
|---|--------------|--|--------------|--|--------------|--|--------------|
| | Mar 1/08 | | May 1/08 | | May 1/09 | | Apr. 1/10 |
| Foreman | 35.39 | | 37.03 | | 38.69 | | 39.05 |
| Journey person | 30.77 | | 32.20 | | 33.64 | | 33.96 |
| Apprentices Semi Skilled Carpenter | | | | | | | |
| Term 4 (90%) Level 4 (90%) | 27.69 | | 28.98 | | 30.28 | | 30.56 |
| Term 3 (80%) Level 3 (80%) | 24.62 | | 25.76 | | 26.91 | | 27.17 |
| Term 2 (65%) Level 2 (65%) | 20.00 | | 20.93 | | 21.87 | | 22.07 |
| Term 1 (55%) Level 1 (55%) | 16.92 | | 17.71 | | 18.50 | | 18.68 |
| Material Handler/Pre-Apprentice (50%) | 15.39 | | 16.10 | | 16.82 | | 16.98 |
| Annual Vacation and Stat. Holiday Pay | 12% | | 12% | | 12% | | 12% |

Metro Travel Premium
Refer to Article 7.100.

CARPENTERS STANDARD INDUSTRIAL AGREEMENT

SCHEDULE "B1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

FOREMEN AND JOURNEYPERSONS

| | BCRCC | BCRCC | BCRCC | BCRCC |
|--|-----------------|-----------------|-----------------|------------------|
| EMPLOYER CONTRIBUTIONS: | Mar 1/08 | May 1/08 | May 1/09 | Apr. 1/10 |
| BCRCC Benefit Plan | 1.95 | 2.00 | 2.05 | 2.10 |
| BCRCC Retirement Plan | 2.35 | 2.44 | 2.53 | 2.62 |
| BCRCC Administration Fund | 0.10 | 0.10 | 0.10 | 0.10 |
| BCRCC Training Fund | 0.24 | 0.24 | 0.24 | 0.24 |
| CLR Contract Administration Fund | 0.13 | 0.13 | 0.13 | 0.13 |
| Association of Carpentry Employers of BC | 0.01 | 0.01 | 0.01 | 0.01 |
| CETA - BC | 0.14 | 0.14 | 0.14 | 0.14 |
| C.I. Rehabilitation Plan | 0.02 | 0.02 | 0.02 | 0.02 |
| Jurisdictional Assignment Plan | 0.01 | 0.01 | 0.01 | 0.01 |
| Carpenters Joint Advisory Fund | 0.01 | 0.01 | 0.01 | 0.01 |
| BCBCBTU Fund | 0.01 | 0.01 | 0.01 | 0.01 |
| Total Employer Contributions | 4.97 | 5.11 | 5.25 | 5.39 |
| EMPLOYEE DEDUCTIONS: | | | | |
| Field Dues | 0.72 | 0.72 | 0.72 | 0.72 |
| Total Hourly Remittance - Straight Time | 4.97 | 5.11 | 5.25 | 5.39 |
| 1.5x Overtime | 7.46 | 7.67 | 7.88 | 8.09 |
| 2x Overtime | 9.94 | 10.22 | 10.50 | 10.78 |

CARPENTERS STANDARD INDUSTRIAL AGREEMENT

SCHEDULE "B2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

APPRENTICES: TERM 3 AND 4

SEMI-SKILLED CARPENTERS: LEVEL 3 AND 4

| | BCRCC | BCRCC | BCRCC | BCRCC |
|--|-----------------|-----------------|-----------------|------------------|
| EMPLOYER CONTRIBUTIONS: | Mar 1/08 | May 1/08 | May 1/09 | Apr. 1/10 |
| BCRCC Benefit Plan | 1.95 | 2.00 | 2.05 | 2.10 |
| BCRCC Retirement Plan | 1.71 | 1.76 | 1.815 | 1.87 |
| BCRCC Administration Fund | 0.10 | 0.10 | 0.10 | 0.10 |
| BCRCC Training Fund | 0.24 | 0.24 | 0.24 | 0.24 |
| CLR Contract Administration Fund | 0.13 | 0.13 | 0.13 | 0.13 |
| Association of Carpentry Employers of BC | 0.01 | 0.01 | 0.01 | 0.01 |
| CETA - BC | 0.14 | 0.14 | 0.14 | 0.14 |
| C.I. Rehabilitation Plan | 0.02 | 0.02 | 0.02 | 0.02 |
| Jurisdictional Assignment Plan | 0.01 | 0.01 | 0.01 | 0.01 |
| Carpenters Joint Advisory Fund | 0.01 | 0.01 | 0.01 | 0.01 |
| BCBCBTU Fund | 0.01 | 0.01 | 0.01 | 0.01 |
| Total Employer Contributions | 4.33 | 4.43 | 4.54 | 4.64 |
| EMPLOYEE DEDUCTIONS: | | | | |
| Field Dues | 0.72 | 0.72 | 0.72 | 0.72 |
| Total Hourly Remittance - Straight Time | 4.33 | 4.43 | 4.54 | 4.64 |
| 1.5x Overtime | 6.50 | 6.65 | 6.81 | 6.96 |
| 2x Overtime | 8.66 | 8.86 | 9.08 | 9.28 |

CARPENTERS STANDARD INDUSTRIAL AGREEMENT

SCHEDULE "B3"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

APPRENTICES: TERM 1 AND 2

SEMI-SKILLED CARPENTERS: LEVEL 1 AND 2

| | BCRCC | BCRCC | BCRCC | BCRCC |
|--|-----------------|-----------------|-----------------|------------------|
| EMPLOYER CONTRIBUTIONS: | Mar 1/08 | May 1/08 | May 1/09 | Apr. 1/10 |
| BCRCC Benefit Plan | 1.95 | 2.00 | 2.05 | 2.10 |
| BCRCC Retirement Plan | 1.20 | 1.24 | 1.27 | 1.30 |
| BCRCC Administration Fund | 0.10 | 0.10 | 0.10 | 0.10 |
| BCRCC Training Fund | 0.24 | 0.24 | 0.24 | 0.24 |
| CLR Contract Administration Fund | 0.13 | 0.13 | 0.13 | 0.13 |
| Association of Carpentry Employers of BC | 0.01 | 0.01 | 0.01 | 0.01 |
| CETA - BC | 0.14 | 0.14 | 0.14 | 0.14 |
| C.I. Rehabilitation Plan | 0.02 | 0.02 | 0.02 | 0.02 |
| Jurisdictional Assignment Plan | 0.01 | 0.01 | 0.01 | 0.01 |
| Carpenters Joint Advisory Fund | 0.01 | 0.01 | 0.01 | 0.01 |
| BCBCBTU Fund | 0.01 | 0.01 | 0.01 | 0.01 |
| Total Employer Contributions | 3.82 | 3.91 | 3.99 | 4.07 |
| EMPLOYEE DEDUCTIONS: | | | | |
| Field Dues | 0.72 | 0.72 | 0.72 | 0.72 |
| Total Hourly Remittance - Straight Time | 3.82 | 3.91 | 3.99 | 4.07 |
| 1.5x Overtime | 5.73 | 5.87 | 5.99 | 6.11 |
| 2x Overtime | 7.64 | 7.82 | 7.98 | 8.14 |

CARPENTERS STANDARD INDUSTRIAL AGREEMENT

SCHEDULE "B4"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

PRE-APPRENTICES AND MATERIAL HANDLERS

| | BCRCC | BCRCC | BCRCC | BCRCC |
|--|-----------------|-----------------|-----------------|------------------|
| EMPLOYER CONTRIBUTIONS: | Mar 1/08 | May 1/08 | May 1/09 | Apr. 1/10 |
| BCRCC Benefit Plan | 1.95 | 2.00 | 2.05 | 2.10 |
| BCRCC Retirement Plan | 0 | 0 | 0 | 0 |
| BCRCC Administration Fund | 0.10 | 0.10 | 0.10 | 0.10 |
| BCRCC Training Fund | 0.24 | 0.24 | 0.24 | 0.24 |
| CLR Contract Administration Fund | 0.13 | 0.13 | 0.13 | 0.13 |
| Association of Carpentry Employers of BC | 0.01 | 0.01 | 0.01 | 0.01 |
| CETA - BC | 0.14 | 0.14 | 0.14 | 0.14 |
| C.I. Rehabilitation Plan | 0.02 | 0.02 | 0.02 | 0.02 |
| Jurisdictional Assignment Plan | 0.01 | 0.01 | 0.01 | 0.01 |
| Carpenters Joint Advisory Fund | 0.01 | 0.01 | 0.01 | 0.01 |
| BCBCBTU Fund | 0.01 | 0.01 | 0.01 | 0.01 |
| Total Employer Contributions | 2.62 | 2.67 | 2.72 | 2.77 |
| EMPLOYEE DEDUCTIONS: | | | | |
| Field Dues | 0.72 | 0.72 | 0.72 | 0.72 |
| Total Hourly Remittance - Straight Time | 2.62 | 2.67 | 2.72 | 2.77 |
| 1.5x Overtime | 3.93 | 4.01 | 4.08 | 4.16 |
| 2x Overtime | 5.24 | 5.34 | 5.44 | 5.54 |

Trade Section Cement Masons, Local 919

ARTICLE 1 – HIRING

1.01 Dispatch Offices

The Union shall maintain a dispatch office through which the Employer will clear all Cement Masons prior to hiring.

1.02 Hiring

When Employees are required, only Union members having clearance from the Union shall be hired. They shall be required to provide proof of membership in good standing in the Union when requested by the Employer, Foreman, Union Representative or Job Steward. Good standing shall be as established in the Local Union's Constitution and By-Laws. Should an Employee fail to provide proof as aforementioned, the Employer shall, upon notification from the Union, discharge him forthwith.

The Union shall be given at least forty-eight (48) hours notice between Monday 9:00 a.m. and Friday 5:00 p.m. to complete the dispatch.

Notwithstanding the above, when Union members are not available in B.C., the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and tradesmen's qualifications and shall, within fourteen (14) days, make application for membership in the Union or be replaced by a Union member when available.

When an Employee suffers a compensable injury, he shall be entitled to re-employment with the Employer when he receives a clearance to return to work from his doctor or WorkSafeBC Providing the project is still in operation and there is work in his classification, however, should the Employer refuse employment the Local Union, at the request of the Employee, may request the Employer to provide reasons for refusing to rehire.

The Union shall have the exclusive right to determine who is a member in good standing. Should an Employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such Employee.

ARTICLE 2 - WAGES

2.01 Hourly Wage Rates Journeymen Cement Masons:

| | May 1/08 | May 1/09 | Apr. 1/10 |
|-------------------|-----------------|-----------------|------------------|
| Industrial | | | |
| Basic | 29.86 | 30.84 | 31.82 |
| With Metro | 30.61 | 31.59 | 32.57 |

2.02 Apprentices:

(a) Industrial

| | May 1,2008 | May 1, 2009 | Apr. 1, 2010 |
|-------------------------------|-------------------|--------------------|---------------------|
| Pre-App. 50% | 14.93 | 15.42 | 15.91 |
| with Metro | 15.68 | 16.17 | 16.66 |
| 2 nd 6 mos. 70% | 20.90 | 21.59 | 22.27 |
| with Metro | 21.65 | 22.34 | 23.02 |
| 3 rd 6 mos. 75% | 22.40 | 23.13 | 23.87 |
| with Metro | 23.15 | 23.88 | 24.62 |
| 4 th 6 mos. 80% | 23.89 | 24.67 | 25.46 |
| with Metro | 24.64 | 25.42 | 26.21 |
| 5 th 6 mos. 85% | 25.38 | 26.21 | 27.05 |
| with Metro | 26.13 | 26.96 | 27.80 |
| 6 th 6 mos. 90% | 26.87 | 27.76 | 28.64 |
| with Metro | 27.62 | 28.51 | 29.39 |
| 7 th 6 mos. 95% | 28.37 | 29.30 | 30.23 |
| with Metro | 29.12 | 30.05 | 30.98 |

ARTICLE 3 – INDUSTRY FUNDS

3.01 Contributions and Deductions

| | May 1/08 | May 1/09 | Apr. 1/10 |
|-------------------------|-----------------|-----------------|------------------|
| Health & Welfare | 2.25 | 2.30 | 2.35 |
| Pension | 2.50 | 2.60 | 2.70 |
| Apprentice & Promotion | 0.385 | 0.385 | 0.385 |
| Rehabilitation Plan | 0.02 | 0.02 | 0.02 |
| Contract Administration | 0.13 | 0.13 | 0.13 |
| BCBCBTU | 0.01 | 0.01 | 0.01 |
| JAPlan | 0.01 | 0.01 | 0.01 |
| BCYT | 0.10 | 0.10 | 0.10 |
| <i>Deduction</i> | | | |

3% Local and International Dues Table - Deductions

| | May 1, 2008 | May 1, 2009 | Apr. 1, 2010 |
|-------------------------|--------------------|--------------------|---------------------|
| Journeyman | | | |
| Local Dues | 0.74 | 0.76 | 0.78 |
| Int'l Dues | 0.37 | 0.38 | 0.39 |
| Apprentice (80%) | | | |
| Local Dues | 0.62 | 0.64 | 0.66 |
| Int'l Dues | 0.31 | 0.32 | 0.33 |
| Pre Apprentice | | | |
| Local Dues | 0.32 | 0.34 | 0.34 |
| Int'l Dues | 0.16 | 0.17 | 0.17 |

3.02 Health and Welfare

The Employer shall contribute an amount as set out in Article 3 for each hour earned by Employees covered by this Agreement to the Cement Masons Health and Welfare Fund for the purpose of providing welfare benefits to the Employees pursuant to all the terms, covenants and conditions of a certain Trust Agreement dated April 14, 1970, creating said Fund, and its amendments as may be from time to time adopted. Contributions shall be made in accordance with Article 9 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

3.03 Pension

The Employer shall contribute an amount as set out in Article 3 for each hour earned by Employees covered by this Agreement to the Cement Masons Pension Trust Fund pursuant to all terms, covenants and conditions of a certain Trust Agreement dated November 1, 1976, creating said fund and its amendments as may be from time to time adopted. Contributions shall be made in accordance with Article 9 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

3.04 Cement Masons Apprenticeship and Trade Promotion Fund

Effective July 15, 2002, the Employer shall contribute an amount of sixty-three and one-half cents (\$0.635) and effective January 1, 2006, thirty-eight and one-half cents (\$0.385) for each hour earned by Employees covered by this Agreement to the Cement Masons Apprenticeship and Trade Promotional Fund. Contributions shall be made in accordance with Article 9 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

3.05 Field Dues

The Employer will deduct for a dues supplement an amount of three percent (3%) of the gross hourly wage package (wages, statutory holiday and vacation pay, health benefit and pension) per hour for each hour earned by Employees covered by this Agreement and forward same to the Cement Masons Welfare Trust Fund, as directed by the Union in the manner set forth in Article 9. Each Employee shall submit a written authorization to his Employer as a condition of employment as may be required by his Employer or the Union.

Per Capita Dues will be deducted for each employee in the amount of five dollars (\$5.00) per month and will be remitted to the Union along with the monthly remittance reports. In the event the OPCMIA per capita tax is raised, this amount will be raised accordingly by written notice to the Employer.

3.06 British Columbia and Yukon Territory Building and Construction Trades Council

The Employer will deduct for the British Columbia and Yukon Territory Building and Construction Trades Council an amount of six cents (\$0.06) and, effective January 1, 2006, ten cents (\$0.10) per hour for each hour earned by Employees covered by this Agreement and forward to the Union in accordance with Article 9 - Remittances.

3.07 Bargaining Council of British Columbia Building Trade Unions

The Employers will provide funding for the Bargaining Council of British Columbia Building Trade Unions (BCBCBTU) of one cent (\$0.01) per hour for all hours earned. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

3.08 Jurisdictional Assignment Plan

The Employer shall contribute one cent (\$0.01) per hour worked by Employees covered by this Agreement to the Trustees of the Jurisdictional Assignment Plan Fund.

The contributions will be remitted by the fifteenth (15th) day of the month following that in which contributions cover and shall be made in accordance with Article 9 - Remittances.

3.09 B.C. Construction Industry Rehabilitation Fund

The Employer shall contribute an amount of two cents (\$0.02) per hour for each hour earned by Employees covered by this Agreement to the Trustees of the B.C. Construction Industry Rehabilitation Fund. These funds will be remitted to the Trustees by the 15th day of the month following that which contributions cover through the Cement Masons' Welfare Trust Fund and shall be made in accordance with Article 9 - Remittances.

3.10 Contract Administration Fund

All signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each Employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all funds received in accordance with the standard remittance form utilized by the Union. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union for remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent funds from individual Employers.

ARTICLE 4 – FOREMEN AND PREMIUM PAY

4.01 Foremen Wage Rates

When three (3) or more Cement Masons are employed on the same project, one (1) of these Cement Masons shall be appointed by the Employer as a working Foreman and shall be paid fifteen percent (15%) over the basic hourly wage rate. A Foreman shall not be required to work with the tools when his crew including himself exceeds six (6) men unless he considers it necessary. All Foremen shall be members in good standing of the Union.

The Foreman will be the only representative of the Employer who shall issue instructions to the Cement Masons' crew excepting where only two (2) Cement Masons are employed, then one (1) will be designated as Leadhand and shall receive thirty-five cents (\$0.35) over the basic hourly wage rate. He shall be under the direction of the Project Manager or Superintendent and shall convey instructions to the other member. When only one (1) Cement Mason is employed, he shall receive instructions from an official of the Company designated as being in charge of the job. When an official has been designated in accordance with this provision, he shall be the only representative of the Employer to issue instructions to the member during the entire shift or until two (2) or more Cement Masons are employed, but this does not restrict the right of the Employer from changing the designation at the start of a new shift.

4.02 General Foreman - Industrial Projects:

On Industrial Projects where more than nineteen (19) Cement Masons or four (4) Foremen are employed, the Employer will appoint a General Foreman at twenty percent (20%) over the basic Industrial Hourly Rate plus one half-hour at straight time per shift (at Overtime rates on Overtime shifts). General Foremen will be members in good standing of the Union and shall not be required to work with the tools unless he considers it necessary.

Note: Industrial Construction shall be defined to include as examples, manufacturing; production plants such as pulp mills; chemical plants; refineries; including the transmission facilities; meter pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; and breweries, etc.

The parties hereto reserve the right through the process of the collective agreement to determine by mutual consent prior to bid closing any project not covered by the Industrial definition which might fall within the category.

4.03 Premiums

(c) First Aid Attendant

When an Employee is required by the Employer to act as a First Aid Attendant, he will be paid a premium of seventy-five cents (\$0.75) per hour in addition to the required hourly rate.

(d) Underground Work

Underground work to be paid at ten percent (10%) higher rates.

ARTICLE 5 – HOLIDAY PAY

5.01 Annual Vacation

Employees shall receive six percent (6%) of all wages earned, including overtime, as vacation pay. This amount to be accrued and paid monthly and on termination. An Employee may take up to three (3) weeks; annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

5.02 Statutory Holidays

Employees shall receive six percent (6%) of all wages earned including overtime, as Statutory Holiday pay. The amount is to be accrued and paid monthly and on termination.

ARTICLE 6 – PAYMENT OF WAGES

6.01 The Employer will hold back no more than three (3) days' pay in any pay period, except on jobs over eighty (80) kilometres from the B.C. Head Office, in which case five (5) days' holdback will be allowed.

- 6.02** When an Employee is terminated for any reason, he shall be paid his accrued wages within two (2) business days of his return to Vancouver or place of residence. Cheques will be mailed to the address given the Employer representative by the Employee or will be held at the Employer's office, whichever is designated by the Employee. If payment is not made in accordance with this Clause, then the Employee will be considered as still being on the payroll of the Employer and will receive his usual wages and conditions until these provisions have been complied with. When circumstances beyond the control of the employer occur to cause delays in pay, employees will not receive this payment of wages.
- 6.03** Timely payment of wages, contributions and/op deductions provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions and/or deductions shall be dealt with as follows:
- 6.04** The Union will advise the Employer in writing of any delinquency; if the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday and Sunday and Holidays, the Union may then request a meeting with the Employer or his representative to provide for the payment of wages, contributions or deductions; should the matter not be resolved, the Union may demand payment of wages and contributions at the end of each day or at the end of each week.
- 6.05 Wage Bond**
- (a)** Before members are dispatched to any Employer who has not been signatory to a Cement Masons Agreement for a minimum of two (2) years, then such Employer may be required to deposit a bond suitable to the Union up to ten thousand dollars (\$10,000.00) for use in default of payment of wages, welfare contributions, vacation pay, statutory holiday pay or any other contributions or payments provided by this Agreement. When no longer required, such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
 - (b)** Where there have been instances of payroll failures by the Employer or principals or directors to meet payroll requirements, the Union shall have the right to:
 - (i)** Inspect the Employer's payroll; and/or
 - (ii)** Require the posting of a bond suitable to the Union up to ten thousand dollars (\$10,000.00); and/or
 - (iii)** Require that payment of wages and other payroll requirements be by cash or certified cheque.

ARTICLE 7 - OVERTIME

7.01 Industrial

The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

ARTICLE 8 – SHIFT PREMIUMS

8.01 One, Two or Three Shifts

Three (3) consecutive work days shall constitute an afternoon and/or night shift. If an afternoon and/or night shift is/are not constituted, overtime rates per Clause 11 shall apply. Shift premiums shall be paid on the basis of:

| | |
|-----------------|----------------------------------|
| Day Shift | 8 hours pay for 8 hours work |
| Afternoon Shift | 8 hours pay for 7-1/2 hours work |
| Night Shift | 8 hours pay for 7 hours work |

The starting time of the afternoon and/or night shift(s) may be varied by one hour without consent of the Union. Starting times may be furthered varied with mutual agreement between the Employer and Union.

On underground work the ten percent (10%) higher rates shall also be applied to the shift differential.

ARTICLE 9 - REMITTANCES

- 9.01** The Cement Masons' Welfare Trust Fund and Pension Trust Fund shall be managed by Boards of Trustees appointed by the Union.
- 9.02** Fund remittances means all contributions and deductions required under Article 3 of this Agreement. The contributions and deductions for all Fund Remittances by the Employer shall be made by a cheque payable to "Cement Masons' Welfare Trust Fund" and shall be accompanied by a completed monthly remittance form copies of which shall be provided to all Employers by the Union. Contributions and deductions will be remitted to the Union's address by the fifteenth (15th) day of the month following the month such contributions cover. The Trustees of the Cement Masons' Welfare Trust Fund shall forward these Fund Remittances to the appropriate authority by the last day of the month following the month such contributions and deductions have been made on their behalf to the Administrator of the appropriate fund.
- 9.03** The costs of administering the collection and distribution of contributions and deductions shall be shared proportionately by each Fund. The Trustees may waive such costs for the BCYT Fund, Jurisdictional Assignment Plan, Rehabilitation Fund and Contract Administration Fund. The costs of providing the Unified Remittance Form shall be deducted by the Cement Masons' Welfare Trust Fund office from the contributions received for Field Dues.
- 9.04** The Cement Masons' Pension and Benefit Plan shall have the right to conduct a payroll audit on any Employer covered by the collective agreement that is in non-compliance with the collective agreement in respect of sub-contracting, payment of wages, holiday pay, and benefit plan contributions. Should such audit reveal non-compliance, then the cost of the audit shall be borne by the Employer. Should it become necessary, one (1) person may be appointed by the Union to inspect the Employers' records as to hours worked and payment of all contributions and deductions made on behalf of all Employees covered by this Agreement.

ARTICLE 10 – APPRENTICESHIP PROGRAM

- 10.01** When the Employer intends to engage a probationary apprentice, he shall first notify the Local Union. The apprentice must then obtain a permit from the Local Union before commencing work.
- 10.02** No apprentice shall be allowed to work without a Journeyman Cement Mason on the job.
- 10.03** After a one (1) month probationary period, each apprentice must join the Union.
- 10.04** Every Employer will be allowed one (1) apprentice and one (1) additional apprentice for every six (6) Journeymen employed. When five (5) or more Journeymen are employed on a project, one (1) apprentice shall be employed when available.
- 10.05** When an apprentice is laid off, the Employer shall notify the Union.

ARTICLE 11 – WORKING CONDITIONS

- 11.01** Cement Masons will be required to have the following standard hand tools: two (2) steel trowels, pointing trowel, masonry chipping hammer, cold chisel, wooden float, standard edger, rubber float and cement type water brush. On jobs where rubber floats and brushes wear out, the Employer shall supply new floats and brushes as required. Adequate tool lock-ups shall be provided by the Employer. All other tools will be supplied by the Employer.
- 11.02** When a Cement Mason is required to provide tools, the cost of transporting such tools to and from the job shall be borne by the Employer, subject to the same provisions as govern transportation, except where the job or project is located in the Greater Vancouver Area and the Greater Victoria Area.
- 11.03** One (1) hours' notice of discharge will be given by the Employer to the Employee or one (1) hours' pay allowed in lieu thereof to enable the Employee to get his tools and his personal belongings gathered together and put in shape for the next job.
- 11.04** If the Employer fails to provide work and requires an Employee to stand by for more than two (2) consecutive working days in any work week, the Employee, at his option, shall be deemed to have been laid-off. If travel allowance is involved, the cost of return travel allowance shall be paid by the Employer.
- 11.05** No more than one (1) working partner will be recognized for any Employer. All other partners performing Cement Masons' work will become members of the Union. Where only one (1) Cement Mason is employed, he must be a member of the Union.
- 11.06** The Employer will provide a termination slip if requested by the Union, which shall state the reason for the Employee's termination.
- 11.07** All Employees are guaranteed that while employed on the jobsite, project or place of business of the Employer, the Employees' tools will be insured. The insurance covers fire and burglary or loss when working over water or such other areas where tools cannot be retrieved. And in the event of loss, the Employer agrees to replace the tools. When commencing employment, the Employee shall submit to the Superintendent or his Representative, an inventory of the tools brought on the job, and the inventory list shall be signed by the Employer's Representative and the Employee. Coverage will commence at the date of filing of the inventory with the Employer. The Employee shall ensure that the inventory is current. An affidavit may be requested by the Employer from the Employee claiming the loss. The foregoing conditions re inventory have no

effect with regard to the tools Cement Masons are required to have under the provisions of this Agreement as these will be automatically insured.

- 11.08** It shall be considered a violation of this Agreement for the Employer to rent equipment or power tools from Cement Mason Employees or to make employment conditional upon their providing or furnishing equipment or power tools.
- 11.09** It shall not be considered a violation of this Agreement for Employees to take time off twice within a twelve (12) month period to attend Union Conventions or Conferences providing, however, that time so taken does not exceed six (6) regular working days and providing that written notice has been given to the Employer at least one (1) week prior to taking such time off. The Employee's position shall be held open for him except in cases where there would be a normal reduction in the working force.
- 11.10** It shall be a violation of this Agreement for Employees to engage in piece work of any description.
- 11.11** It is agreed that telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.
- 11.12** All time lost by an Employee due to attendance, at the Employer's request, for doctors' or other medical examinations in connection with his employment will be paid for by the Employer at the applicable rates of pay.

Trade Section Drywall Tapers, District Council 38

ARTICLE 1 – HIRING AND UNION SECURITY

1.01 Hiring and Dispatch Procedures

- (a) The Employer shall employ only Union members in good standing, and shall notify the Union, in writing, upon hiring an Employee.
- (b) The Union shall take a lead role in identifying and securing qualified prospective Employees, and shall dispatch such Employees to the Employer upon request. Notwithstanding the foregoing, the Employer shall retain the right to refuse employment to any individual dispatched by the Union if the Employer does not believe that such individual would be able to productively contribute within the Employer's existing operational methods and structures.
- (c) Notwithstanding item (a), the Employer has the right to hire an individual(s) who is/are not a Union member in good standing, and the Union shall accept such individual(s) into its membership unless it has a legitimate reason(s) not to do so.
- (d) Notwithstanding items (a) and (c), the Employer may hire and continue to employ any individual(s) for a period of three (3) months who is/are not a Union member in good standing. After such period, the Union may direct the Employer, in writing, to terminate the employment of such individual(s) immediately upon the completion of the project on which he/they are working, and the Employer shall comply with such direction.

1.02 Cash Bond

- (a) The Union shall not be required to dispatch a Union member to an Employer who has not been signatory to a Drywall Finishers Agreement in BC for a minimum of two (2) years, unless such Employer has deposited a cash bond of five thousand dollars (\$5,000.00) with the applicable Union Local.
- (b) Such bond shall be for use in the event such Employer defaults on the payment of wages and/or Vacation Pay and/or Statutory Holiday Pay, remittance of Employer Health and Welfare contributions and/or Employer Pension contributions, and/or remittance of any other Employer contribution or Employee deduction required under the terms of this Agreement.
- (c) Upon mutual agreement of the Union and the Employer, such bond, when no longer required, shall be terminated.

1.03 General Conditions

The Union shall, each month, supply the AWCC with a list of all new Employers who have signed this Agreement, and agrees not to sign any other Drywall Finishers Agreement covering the scope of work. The AWCC shall, once every three (3) months, supply both Union Locals with a list of its members.

1.04 Employers working with the Tools of the Trade

- (a)** Only one (1) shareholder, or one (1) representative of an Employer who is not employed under the terms of this Agreement, may work with the tools of the trade, and must do so under the same conditions as would otherwise be applicable to a Journey person Drywall Finisher.
- (b)** An Employer that has an individual working in accordance with Article 1.04, shall not lay off an Employee for lack of work, and subsequently use such individual to complete work which was on hand at the time of such lay off.
- (c)** An individual working in accordance with Article 1.04 shall work alongside a Union member.

ARTICLE 2 – APPRENTICES AND PRE-APPRENTICES

- 2.01** Apprentice and Pre-Apprentice wage rates shall be calculated as a percentage of the Journey person wage rate applicable on the project. *Pre-Apprentice (35%) AA1 (55%), AA3 (70%), AA5 (85%), AA6 (85%)*
- 2.02** Refer to Article 7.000 for terms and conditions applicable to Apprentice and Pre-Apprentices which supersede those contained within Articles 2.200 and 2.300 of the collective agreement. This includes variances to minimum straight time hourly wage rates, Employer contributions and Employee deductions.

ARTICLE 3 – INDUSTRIAL CONSTRUCTION

- 3.01** The minimum hourly wage rate applicable on an Industrial project shall be 110% of the equivalent minimum hourly wage rate which would otherwise be applicable on a Commercial/ Institutional project. Notwithstanding the foregoing, the minimum straight time hourly wage rate applicable for work in/at breweries and/or bulk loading terminals in the Lower Mainland and on Vancouver Island shall be 105% of the equivalent minimum hourly wage rate which would otherwise be applicable on a Commercial/Institutional project.

3.02 Commercial/Institutional Projects

December 19, 2005 \$ 1.70 per hour + 12% holiday pay = \$ 1.90 per hour

December 19, 2005 Joint Trade Board \$ 0.10 per hour

May 1, 2006 \$ 0.35 per hour + 12% holiday pay = \$ 0.40 per hour

May 1, 2006 Joint Trade Board or Health and Welfare Plan \$ 0.10 per hour

May 1, 2007 \$ 1.25 per hour + 12% holiday pay = \$ 1.40 per hour

May 1, 2007 Joint Trade Board or Health and Welfare Plan \$ 0.10 per hour

May 1, 2008 \$ 1.34 per hour + 12% holiday pay = \$ 1.50 per hour

May 1, 2009 \$ 1.34 per hour + 12% holiday pay = \$ 1.50 per hour

April 1, 2010 \$ 0.45 per hour + 12% holiday pay = \$ 0.50 per hour

Total Increase Wages, Holiday Pay and Employer Contributions \$ 7.50 per hour

3.03 Piece Work

Notwithstanding any/all contrary provisions of the Standard ICI Drywall Taping and Finishing Agreement, the Employer shall retain the right to compensate an Employee(s) on a "piece work" as opposed to "hourly wage rate" basis subject to the following.

- (i) The piece work rate shall be consistent with prevailing market conditions and shall be mutually agreed upon by the Employer and the Employee 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.
- (ii) Any Employee being asked to work on a piece work basis shall have the right to have a Union representative participate during all discussions with the Employer regarding the determination of the applicable piece work rate.
- (iii) In lieu of Employer contributions on behalf of an Employee working on a piece work basis, the Employer shall remit to the Union a lump sum of fifteen percent (15.0%) of the gross piece work earnings paid to each such Employee. 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 or work. The lump sum shall then be divided amongst the various funds in accordance with the following example.

Employee "A" Gross Piece Work Earnings = \$ 2,844.00

Hourly Employer Contribution Amount = \$ 4.74 per hour

$\$ 2,844.00 \times 15\% = \$ 426.60$

$\$ 426.60 \div \$ 4.74 \text{ per hour} = 90.00 \text{ hours}$

Employee "A" would be credited with ninety (90.00) hours of contributions to the Health and Welfare Plan and the Pension Plan, and all applicable industry funds (i.e., JAP, BCCIRP, BCBCBTU, etc.) would be forwarded an amount equal to ninety (90.00) hours multiplied by the applicable industry fund contribution rate.

- (iv) In lieu of an Employee deduction(s) for Union dues (hourly and monthly) on behalf of an Employee working on a piece work basis, the Employer shall deduct and remit to the Union a lump sum of two and two-tenths percent (2.2%) of the gross piece work earnings paid to each such Employee.

Refer also to attached schedules of minimum straight time hourly wage rates and Employer contributions and Employee deductions.

3.04 Altitude Premium

Employees shall receive a twenty five cent (\$0.25) per hour premium in addition to their applicable straight time hourly wage rate for all hours worked on surfaces that are more than twenty (20) feet from the floor.

ARTICLE 4 – VACATION PAY AND STATUTORY HOLIDAY PAY

- 4.01** Vacation Pay of six percent (6%) and Statutory Holiday Pay of six percent (6%) shall be combined in an amount equal to twelve percent (12%).
- 4.02** This amount shall
- (a)** be calculated only on the gross hourly earnings of each Employee,
 - (b)** accrue to each Employee's credit, and
 - (c)** be paid by the Employer to the Employee on each cheque.
- 4.03** This amount shall not be calculated on any Employer contribution (i.e., Health and Welfare, Pension, Industry Funds, etc.), required under the terms of this Agreement.
- 4.04** Upon termination, each Employee shall receive all Vacation Pay and Statutory Holiday Pay owing.

ARTICLE 5 – FOREMEN AND LEADHANDS

5.01 Ratios and Qualifications

- (a)** All Foremen and Leadhands shall be selected and assigned at the option of the Employer.
- (b)** An Employee in charge of work who issues orders or gives directions on any project where more than two (2) Employees are employed shall be known as a Foreman or a Leadhand. Such Employee shall be a Journeyperson Drywall Finisher and a member of the Union. All instructions shall be given to other Employees directly by the Foreman or Leadhand to whom such Employees are regularly assigned.
- (c)** If five (5) or more Employees are employed on a project, one (1) Employee shall be designated as a Foreman.
- (d)** If three (3) or four (4) Employees are employed on a project, one (1) Employee shall be designated as a Leadhand. All Leadhands shall work under the direct supervision of the company Foreman. The minimum straight time hourly wage rate for a Foreman shall be 115% of the applicable Journeyperson minimum straight time hourly wage rate on the project. In addition to such rate, a Foreman shall also be paid all other premiums (i.e. annual vacation pay and statutory holiday pay, overtime, etc.) which may otherwise apply in accordance with the Standard ICI Drywall Taping and Finishing Agreement.

ARTICLE 6 – JOURNEYPERSONS WITHOUT TQ CERTIFICATE

6.01 Wage Rates

A Journeyperson who has not obtained a Drywall Finishing Trade Qualification (TQ) Certificate shall receive a straight time hourly wage rate of one dollar and fifty cents (\$1.50) less than the straight time hourly wage rate paid to a Journeyperson who has obtained a Drywall Finishing TQ Certificate.

6.02 Employment Preference

The Employer shall not give preference to a Journeyperson Drywall Finisher without a Drywall Finishing TQ Certificate over a Journeyperson Drywall Finisher with a Drywall Finishing TQ Certificate. In the event of an alleged violation of this Article, the Union shall discuss with CLR the removal of the Journeyperson so concerned.

ARTICLE 7 – APPRENTICES AND PRE-APPRENTICES

7.01 Employment Conditions

- (a) Apprentices shall work with the tools of the trade and shall perform work customarily done by a Journeyperson Drywall Finisher.
- (b) Apprentices shall work under the supervision of a Journeyperson at all times.

7.02 Ratios

- (a) An Employer shall be permitted to employ one (1) Apprentice for every one (1) Journeyperson employed.
- (b) An Employer, who regularly employs more than four (4) Journeypersons, shall also employ a minimum of one (1) Apprentice.

7.03 Pre-Apprentices

Notwithstanding any/all contrary provisions of this Agreement, Pre-Apprentices shall be paid in accordance with the following:

- (a) **Straight Time Hourly Wage Rate:**
Greater of eight dollars (\$8.00) per hour or thirty five percent (35.0%) of applicable Journeyperson wage rate.
- (b) **Vacation and Statutory Holiday Pay:**
Eight percent (8.0%) of applicable wage rate.
- (c) **Employer Health and Welfare Contribution:**
Fifty cents (\$0.50) per hour worked in lieu of Employer Health and Welfare contribution. Refer to Article 7.04.
- (d) **Employer Pension Contribution:**
Not required.
- (e) **Employer Industry Fund Contributions:**
As per Article 10.
- (f) **Employee Deductions:**
Union Dues only. Refer to Article 11.

7.04 The Employer shall contribute fifty cents (\$0.50) per hour worked on behalf of a Pre-Apprentice in lieu of an Employer Health and Welfare Plan contribution. Such contribution shall be made in accordance with the following understanding:

- (a) In order for an individual to be entitled to coverage under the Union Health and Welfare Plan, such individual is first required, as a minimum, to have had the equivalent of two hundred thirty (230) hours of “full rate” contributions made to such Plan on their behalf (230 hours x \$1.57 per hour = \$361.10).
- (b) A Pre-Apprentice shall not be entitled to receive benefits under the Union Health and Welfare Plan while employed as a Pre-Apprentice.
- (c)
 - (i) Notwithstanding Article 7.04 (b), the Union shall provide a 1st Term Apprentice with immediate coverage under the Union Health and Welfare Plan in those instances where the 1st Term Apprentice has completed his/her pre-apprenticeship.
 - (ii) The Union shall facilitate the provision of such coverage using the minimum nine hundred (900) hours (see Article 7.03 (d)) of Employer contributions, at fifty cents (\$0.50) per hour, made, in lieu of a contribution to the Health and Welfare Plan, during the pre-apprenticeship (900 hours x \$0.50/hour = \$450.00).

7.05 Restrictions

Unless otherwise mutually agreed by the parties, in writing, a Pre-Apprentice shall:

- (a) be permitted to perform any/all work governed by the terms of the Agreement, with the expressed exception of such work which requires direct use of the “tools of the trade”.
- (b) be a minimum of sixteen (16) years of age as of date of hire.
- (c) obtain Union clearance, in person, prior to commencing employment.
- (d) be permitted to be employed, as a Pre-Apprentice, for a combined total of no more than nine hundred (900) hours in the industry, regardless of the number of Employer(s) in whose employ such hours have been worked.
- (e) upon completion of the pre-apprenticeship be registered as a 1st Term Apprentice and treated accordingly.

7.06 Purpose

Pre-Apprentices shall be:

- (a) considered a good possible source of future Apprentices, and
- (b) utilized by the Employer, to perform such work as described in Article 7.05 (a), as a means of reducing the Employer's crew costs and, in turn, of increasing the Employer's ability to compete in the marketplace.

7.07 Ratios

There shall be no expressed restriction on the number of Pre-Apprentices an Employer may employ at any one time, however, notwithstanding the foregoing, the Union shall retain the right to limit, at their discretion, the number of Pre-Apprentices employed by an Employer, providing such right is exercised only in accordance with the following provisions:

- (a) The Union acknowledges, without exception, that the stated purpose of Pre-Apprentices is as stipulated in Article 7.06.

- (b) The Union shall not unreasonably, or arbitrarily deny an Employer the right to employ a Pre-Apprentice.

ARTICLE 8 – MONTHLY REMITTANCES AND RATE CALCULATIONS

8.01 Monthly Remittances

- (a) The Employer shall remit to the Union all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of those Employees working under the terms of this Agreement.
- (b) Such remittance shall be:
 - (i) made by a single payment, payable to IUPAT District Council 38, and accompanied by a correctly completed Employers Monthly Remittance Report, and
 - (ii) received by the Union not later than the fifteenth (15th) day of the month following that for which such payments are payable.
- (c) 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.
- (c)
 - (i) The Union shall notify an Employer, in writing, of any delinquency. If the Employer fails to correct such delinquency within three (3) working days of receiving notification thereof, the Union shall require a penalty in the amount of ten percent (10%) of the delinquent remittance.
 - (ii) The Union’s response to the failure of an Employer to remit the total required Employer contributions and Employee deductions shall not differ regardless of which component(s) of such total are not remitted.

ARTICLE 9 – HEALTH AND WELFARE, AND PENSION

9.01 Health and Welfare Plan

(a) Journeypersons and Apprentices

The Employer shall contribute one dollar and fifty seven cents (\$1.57) per hour worked to the Union Health and Welfare Plan, in the manner set forth in Article 8.

(b) Pre-Apprentices

The Employer shall contribute fifty cents (\$0.50) per hour worked in lieu of Health and Welfare, in the manner set forth in Article 8.

9.02 Pension Plan

(a) Journeypersons

(i) Union Local 2009

The Employer shall contribute two dollars and four cents (\$2.04) per hour worked to the Union Pension Plan, in the manner set forth in Article 8.

(ii) Union Local 138

The Employer shall contribute one dollar (\$1.00) per hour worked to the Union Pension Plan, in the manner set forth in Article 8.

(b) Apprentices and Pre-Apprentices

No Employer Pension Plan contribution shall be required on behalf of Apprentices and Pre-Apprentices.

(c) The parties adopt and agree to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the said International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada), including any alterations, additions or amendments thereto, as if original parties thereto, and as if the same formed part of this Agreement

ARTICLE 10 – INDUSTRY FUNDS

10.01 Contract Administration Fund

- (a)** The Employer shall contribute thirteen cents (\$0.13) per hour worked, inclusive of GST, to the Contract Administration Fund in the manner set forth in Article 8. CLR may alter this amount by providing the Union with sixty (60) calendar days' written notice.
- (b)** The Union shall, without exception, collect and forward to CLR, or its successor, all monies designated for the Contract Administration Fund. Payment by the Union to CLR shall be made not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.
- (c)** A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.
- (d)** Any cost incurred by the Union with respect to having to change their Employer monthly remittance report form as a direct result of a change in the Contract Administration Fund contribution amount shall be borne by CLR.

10.02 AWCC Promotional Fund

- (a)** The Employer shall contribute ten cents (\$0.10) per hour worked to the AWCC Promotional Fund in the manner set forth in Article 8.
- (b)** The Union shall collect and forward to the AWCC, or its successor, all monies designated for the AWCC Promotional Fund. Payment by the Union to the AWCC shall be made not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.
- (c)**
 - (i)** The Union recognizes the role and function of the AWCC, which, on behalf of its members, is engaged in the promotion of the trade and the extended use of the materials and labour involved.
 - (ii)** The AWCC shall provide the Union with a statement of expenditures in respect to monies contributed to the AWCC Promotional Fund on an annual basis.

10.03 District Council 38 Joint Trade Board Trust Fund

The Employer shall contribute eighty eight and one-half cents (\$.885) per hour worked to the District Council 38 Joint Trade Board Trust Fund in the manner set forth in Article 8.

10.04 Trade Union Council Funds

(a) BCYT Fund

The Employer shall contribute five cents (\$0.05) per hour worked to the BCYT Fund in the manner set forth in Article 8.

(b) BCBCBTU Fund

(i) Effective June 15, 2002, the Employer shall contribute one cent (\$0.01) per hour worked to the BCBCBTU Fund in the manner set forth in Article 8.

(b) Notwithstanding Article 10.402 (a), such requirement shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

10.05 IUPAT Funds

(a) IUPAT Joint Apprenticeship and Training Fund

Effective August 1, 2000, the Employer shall contribute five cents (\$0.05) per hour worked to the IUPAT Joint Apprenticeship and Training Fund in the manner set forth in Article 8.

(b) IUPAT Labor Management Cooperation Fund

Effective August 1, 2000, the Employer shall contribute five cents (\$0.05) per hour worked to the IUPAT Labor Management Cooperation Fund in the manner set forth in Article 8.

10.06 Employee Development and Promotional Fund

The Employer shall contribute two and one-half cents (\$0.025) per hour worked to the Employee Development and Promotional Fund in the manner set forth in Article 8.

10.07 Rehabilitation Plan Fund

The Employer shall contribute two cents (\$0.02) per hour worked to the BC Construction Industry Rehabilitation Plan Fund in the manner set forth in Article 8.

10.08 Jurisdictional Assignment Plan

(a) Employer Contribution

The Employer shall contribute one and one-half cents (\$0.015) per hour worked to the Jurisdictional Assignment Plan Fund in the manner set forth in Article 8. Effective June 15, 2002 such contribution amount shall be reduced to one cent (\$0.01) per hour worked.

(b) Application

The BC Jurisdictional Assignment Plan, as agreed to between the BCYT and CLR shall be binding upon the parties.

ARTICLE 11 – UNION DUES

11.05 The Employer shall process an Employee deduction for Administrative Union Dues and Basic Union Dues, and remit such Dues in the manner set forth in Article 8.

11.02 The amount of such Dues shall be as decided, from time to time, by the Union. Notwithstanding the foregoing, the Union shall provide Employers with adequate written notice prior to the implementation of any change in Administrative Union Dues and/or Basic Union Dues.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Shift Premiums (Industrial Construction and Commercial/Institutional Construction)

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 and/or a night shift.

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Journeyperson who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

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

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

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

12.02 Saturdays

(a) Industrial Construction

On Industrial Construction only, all hours of work on Saturday shall be paid at double time. Notwithstanding the foregoing, such provision shall apply only until the ratification of the next Standard ICI Drywall Taping and Finishing Agreement.

ARTICLE 13 – TOOLS

13.01 General Conditions

- (a)** The Employee shall supply all customary hand tools/equipment of the trade, including a drill and cords. All other tools and equipment shall be supplied by the Employer.
- (b)** The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time.
- (c)** An Employee shall not be considered to be prepared to work until such time as the Employee has the required basic hand tools.
- (d)** If an Employee does not have the required basic hand tools, the Employer may supply such tools to the Employee and deduct the cost of such tools from the Employee's pay cheque.
- (e)** Employees shall only be responsible for Employer's tools left in their possession if damage or loss to such tools occurs as a result of the proven carelessness or neglect of the Employee in

13.02 Tool Insurance

- (a)** Employees are guaranteed that while employed on the job site, project or place of business of the Employer, the Employee's tools shall be insured.
- (b)** Such tool insurance shall cover loss due to fire, and/or burglary, and/or as a result of loss when working over water or such other areas where tools cannot be retrieved.
- (c)** In the event of such loss the Employer shall replace the Employee's tools so affected.
- (d)** The Employer may require an Employee to submit an affidavit verifying such loss.

13.03 Inventory Lists

- (a)** When commencing employment the Employee shall submit to the Employer an inventory list of the tools brought onto the project.

- (b)** Such inventory list shall be signed by both the Employer and the Employee.
- (c)** Tool insurance coverage shall commence as of the date the Employee files an inventory list with the Employer.
- (d)** The Employee shall ensure that the inventory list is current.

Standard ICI Drywall Taping and Finishing Agreement Minimum Straight Time Hourly Wage Rates

EFFECTIVE DECEMBER 19, 2005

Commercial/Institutional Construction Dec. 19/05

| | |
|-----------------------------|-------|
| Foreman..... | 30.08 |
| Leadhand | 27.16 |
| Journeyman..... | 26.16 |
| Journeyman without TQ | 24.66 |
| AA6 Apprentice (85%) | 22.24 |
| AA5 Apprentice (85%)..... | 22.24 |
| AA3 Apprentice (70%)..... | 18.31 |
| AA1 Apprentice (55%)..... | 14.39 |
| Pre-Apprentice (35%)..... | 9.16 |

Vacation and Statutory Holiday Pay
(Refer to Article 7.801 for Pre-Apprentices)..... 12%

Employer Health and Welfare Contribution
(Refer to Articles 7.801 and 9.100 for Pre-Apprentices)..... 1.97

Employer Pension Contribution
(Refer to Article 9.202 for Apprentices and Pre-Apprentices)..... 2.04

Employer Industry Fund Contribution..... 0.73

Commercial/Institutional Construction Dec. 19/05

| | |
|----------------------------|-------|
| Foreman..... | 30.34 |
| Leadhand..... | 28.09 |
| Journeyman..... | 27.09 |
| Journeyman without TQ..... | 25.59 |
| AA6 Apprentice (85%)..... | 23.03 |
| AA5 Apprentice (85%)..... | 23.03 |
| AA3 Apprentice (70%)..... | 18.96 |
| AA1 Apprentice (55%)..... | 14.90 |
| Pre-Apprentice (35%)..... | 9.48 |

Vacation and Statutory Holiday Pay
(Refer to Article 7.801 for Pre-Apprentices)..... 12%

Employer Health and Welfare Contribution
(Refer to Articles 7.801 and 9.100 for Pre-Apprentices)..... 1.97

Employer Pension Contribution
(Refer to Article 9.202 for Apprentices and Pre-Apprentices)..... 1.00

Employer Industry Fund Contribution.....0.73

Standard ICI Drywall Taping and Finishing Agreement Employer Contributions and Employee Deductions

EFFECTIVE DECEMBER 19, 2005

Employer Contributions (Foremen, Leadhands, Journeypersons, and Journeypersons without TQ)

| | |
|------------------------------|-------------------------|
| Health and Welfare Plan..... | \$ 1.97 |
| Pension Plan..... | 2.04 (Union Local 2009) |
| Pension Plan..... | 1.00 (Union Local 138) |

Industry Funds:

| | |
|---|-------|
| District Council 38 Joint Trade Board Trust Fund..... | 0.285 |
| Contract Administration Fund..... | 0.13 |
| AWCC Promotional Fund..... | 0.10 |
| BCYT Fund..... | 0.05 |
| IUPAT Joint Apprenticeship and Training Fund..... | 0.05 |
| IUPAT Labor Management Cooperation Fund..... | 0.05 |
| Employee Development and Promotional Fund..... | 0.025 |
| Rehabilitation Plan..... | 0.02 |
| Jurisdictional Assignment Plan..... | 0.01 |
| BCBCBTU Fund..... | 0.01 |

Total..... (Union Local 2009) \$ 4.74 per hour worked

Total..... (Union Local 138) \$ 3.70 per hour worked

Employer Contributions (Apprentices and Pre-Apprentices)

| | |
|---|------------------------|
| Health and Welfare Plan..... | \$ 1.97 (Apprentices) |
| In Lieu of Health and Welfare Plan..... | 0.50 (Pre-Apprentices) |
| Pension Plan..... | 0.00 |

Industry Funds:

| | |
|---|-------|
| District Council 38 Joint Trade Board Trust Fund..... | 0.285 |
| Contract Administration Fund..... | 0.13 |
| AWCC Promotional Fund..... | 0.10 |
| BCYT Fund..... | 0.05 |
| IUPAT Joint Apprenticeship and Training Fund..... | 0.05 |
| IUPAT Labor Management Cooperation Fund..... | 0.05 |
| Employee Development and Promotional Fund..... | 0.025 |
| Rehabilitation Plan..... | 0.02 |
| Jurisdictional Assignment Plan..... | 0.01 |
| BCBCBTU Fund..... | 0.01 |

Total..... (Apprentices - Union Locals 2009 and 138) \$ 2.70 per hour worked

Total.....(Pre-Apprentices - Union Locals 2009 and 138) \$ 1.23 per hour worked

Employee Deductions

Union Admin Dues 2.2% of gross earnings
Union Basic Monthly Dues \$ 23.70 per month

**Trade Section
International Brotherhood of
Electrical Workers (IBEW), Local Union #993**

ARTICLE 1 – HIRING AND NAME REQUEST

1.01 The employer agrees to employ thereon only members in good standing in the Union who are in possession of a clearance from the Union Office to perform such work in strict accordance with specific provisions of the said Constitution governing classification of workmen. It will not be considered a violation of this agreement for members of the union to refuse to work with any person or persons performing electrical work on a job or project who are not members of the I.B.E.W. There shall be prior discussion between the Employer and Business Manager of the Union regarding the merits of each case before any action is taken.

1.02 The Union will supply members only to I.B.E.W. recognized employers. Manual work shall not be performed on electrical installations classified under the I.B.E.W. Constitution by an Employer, director, owner or partner thereof unless written sanction has been given by the Union.

With respect to the granting of written sanction as defined above, the Union hereby agrees to grant in accordance with the Foreman provisions which shall permit an Employer, owner, director, partner, thereof to work with tools and supervise the work.

Written sanction shall not be unduly withheld when a written explanation is placed before the Union Business Manager and he concurs with the explanation.

1.03 Providing the Union is unable to furnish acceptable workmen to the Employer within forty-eight (48) hours of the time the Union Office receives the request for men (Saturdays, Sundays and Holidays excepted), the Employer shall reserve the right to employ such workmen as are available. The Union will issue working cards to workmen hired in these circumstances by the Employer, but these cards shall be revoked whenever members of the Union become available.

1.04 Name Request

All clearances will be issued from the dispatch point, Kamloops, BC. Dispatch Hours are from 8:00 a.m. until 12:00 noon, Monday through Friday, except calls of an emergency nature.

Local resident members will get 1st opportunity to work within the 80 kilometer radius of their residency or declared residency. If we cannot supply a call locally, we will dispatch from the Master List. Every unemployed member is entitled to one call for each call that is in, on a seniority basis and, if not available, will be passed by.

All Employers working in the jurisdiction of IBEW LU 993 will be entitled to name request one journey person on a one-to-one basis to the maximum of fourteen (14) journey persons, from the unemployed list. For example, one journey person name request and one journey person cleared under the normal procedure and so on, to a maximum of fourteen (14) journeymen.

1.05 The Union reserves the right to discipline its members for violation of its laws, rules and agreements. The Union further reserves the right to withdraw employees on working cards for violation of its laws, rules and agreements or at such times as they can be replaced by qualified members, particularly during periods of unemployment within the Union. In the event the Union deems it necessary to withdraw a working card or cards, the Employer must be notified in writing.

The employer agrees to terminate this man or men within forty-eight (48) hours. On out-of-town jobs this period shall be extended by written agreement between the Employer and the Business Manager.

- 1.06** The Employer recognizes the Union's exclusive jurisdiction to perform electrical work. The Employer further agrees to recognize the I.B.E.W.'s general branches, as specified in Article XXVI of its Constitution, in the performance of all electrical work performed within the territorial jurisdiction of the Union, done by, for, or at the instance of the employer.
- 1.07** For the purpose of this Agreement, "Electrical Work" means the installation, alteration, repair, maintenance, metering, or testing of electrical, fibre optic and/or electronic equipment including, without limiting the generality of the foregoing, any work within the jurisdiction of the I.B.E.W. as described in Section 1 of Article XXVI of its Constitution and the installation, maintenance, connecting, shifting and repairing of all temporary lighting and power equipment and wiring of new buildings in the course of construction, old buildings undergoing alternations and subways, tunnels and bridges under construction or repair.
- 1.08** "Electrical and/or Electronic Equipment" means any apparatus, appliance, conduit, cable, device, fitting, fixture, instrument, insulator, machinery, material, pipe, pole, plant, structure, wire, works or other thing used for, or designed, or intended for use for, or in connection with the generation, transformation, transmission, distribution, supply, control or use of electrical energy for any purpose and includes any assembly or combination of materials or things used, or intended to be used, or adapted to serve any purpose or function when connected to a source of electrical energy.

ARTICLE 2 – CLASSIFICATIONS AND WAGE RATES

2.01 Classifications

General Foreman

He shall be a Journeyman Wireman and a member of the Union. He shall supervise the work of other Foremen and direct all orders through them. When a job requires thirty (30) or more workmen, a General Foreman shall be appointed.

"A" Foreman

He shall be a Journeyman Wireman and a member of the Union. An "A" Foreman shall be appointed when he is directing six (6) or more workmen. An "A" Foreman shall be allowed to supervise the work of a maximum of ten (10) workmen except that where there is a "B" Foreman working under the "A" Foreman, the "A" Foreman shall be allowed to supervise up to fifteen (15) workmen. When an "A" Foreman has more than six (6) Journeymen under his supervision, he shall not be allowed to work with the tools.

Where, in the opinion of the Union and the Employer, the job will require six (6) or more workmen, then the "A" Foreman rate shall be paid from the start of the job.

Example of job build-up:

Total Employees
1 = "A" Foreman (working)
9 = "A" Foreman (working), plus six (6) Journeymen and two (2) Apprentices
11 = "A" Foreman (non working), plus ten (10) workmen
16 = "A" Foreman (non working), plus "B" Foreman and fourteen (14) workmen

Sequence of build-up to be repeated until thirty (30) workmen on job, then, a General Foreman shall be appointed.

An Employer shall be allowed to send one (1) "A" Foreman per project site into the jurisdiction of other locals within the Province.

"B" Foreman

He shall be a Journeyman Wireman and a member of the Union. A "B" Foreman will be allowed to supervise the work of a maximum of five (5) workmen. A "B" Foreman must be appointed when two (2) or more workmen are employed on a job if one (1) of the journeymen is required to give orders to one (1) or more journeymen. A "B" Foreman shall be required to use the tools.

Journeyman Wireman

An electrical worker who is classified as such by the Union and is qualified by training to perform the work described as the Inside Jurisdiction of the I.B.E.W. Constitution.

Apprentice Wireman

An electrical worker who is serving an Apprenticeship to become a Journeyman Wireman, but who has not yet qualified as a Journeyman Wireman. An Apprentice shall use tools, but shall not be called upon to come into direct contact with conductors or equipment which is potentially alive until the last six (6) months of his Apprenticeship and then only when accompanied by a Journeyman.

An apprentice shall be under the direct supervision of a Journeyman at all times. When a Journeyman and an Apprentice are working together and it becomes necessary for the Journeyman to leave for a short period of time, it should not be necessary for an Apprentice to accompany the Journeyman. An Apprentice shall not be permitted to work alone on any job regardless of the type of work involved nor regardless of the length of time needed to do the job, except as provided in this section.

Apprentices shall be given every opportunity and be engaged in diversified training in order that they become competent qualified tradesmen. It is the duty of Journeymen Wiremen to teach Apprentices the Wireman's trade. On industrial work the ratio of Apprentices combined to Journeymen on the Employer's payroll shall be one (1) Apprentice up to three (3) Journeymen and an additional apprentice for each additional three (3) Journeymen, i.e., one (1) to three (3) Journeymen – one (1) Apprentice; four (4) to six (6) Journeymen – two (2) Apprentices; seven (7) to nine (9) Journeymen – three (3) Apprentices, etc

Pre-Apprentice Wireman

He shall be on probation for up to one (1) year and selected and approved by the appropriate committees. He shall not be employed on industrial projects. The ratio may be one (1) Pre-Apprentice to three (3) Apprentices.

Cable Splicer

A Journeyman Wireman who has been qualified by training and admitted to the status of Journeyman Cable Splicer by the Union. Cable Splicers shall undertake work in connection with lead-covered cables and other high voltage cables involving jointing, splicing, testing, bonding, racking and repairing, excepting low voltage control and signal cables not requiring wiping.

Cable Splicing Foreman

When two (2) or more Cable Splicers are employed on a job not supervised by a General Foreman, one (1) Cable Splicer must be appointed a Cable Splicer Foreman. Cable Splicers' helpers or Apprentices must be Journeymen Wiremen and members of the Union.

Journeyman Winder

An electrical worker who is classified as such by the Union and is qualified by training to wind, overhaul, maintain and repair electric motors, generators, transformers, regulators, coils and other electrical apparatus.

Journeyman Instrument Technician

A Journeyman Instrument Technician is responsible for the servicing, maintenance, installation and overhaul of hydraulic, electric and electronic automatic control equipment associated with boilers and turbines and their auxiliary equipment and data logging, plant loud hailing and closed circuit T.V. monitoring equipment and process control. A Journeyman who has been admitted to the status of Instrument Technician shall have been an Instrument Technician Apprentice, Instrument Mechanic, Wireman, Electronic Technician or Communications Technician. He may perform the normal work of an Inside Wireman, as required. A Journeyman Wireman may perform the work of an Instrument Technician.

Electrical Warehouseman

On industrial projects where the Employer establishes a warehouse, then an older Journeyman shall be given due consideration for the position.

2.02 IBEW LU 993 Wage Rates, as follows:

| | May 1/08 | May 1/09 | Apr 1/10 | May 1/10 | May 1/11 |
|----------------------------------|-------------|-------------|-------------|-------------|-------------|
| Journeyman Wiremen, Winders | 30.45 | TBA | TBA | TBA | TBA |
| "B" Foreman (112% of Journeyman) | 34.10 | TBA | TBA | TBA | TBA |
| "A" Foreman (120%) | 36.54 | TBA | TBA | TBA | TBA |
| General Foreman (130%) | 39.59 | TBA | TBA | TBA | TBA |
| Cable Splicer (112%) | 34.10 | TBA | TBA | TBA | TBA |
| Cable Splicer Foreman (120%) | 36.54 | TBA | TBA | TBA | TBA |
| Instrument Technician | 30.45 | TBA | TBA | TBA | TBA |
| Service Man (112%) | 34.10 | TBA | TBA | TBA | TBA |
| | | | | | |
| Pre-Apprentice | | | | | |
| 1 st six months (40%) | 12.18 | TBA | TBA | TBA | TBA |
| 2 nd six months (45%) | 13.70 | TBA | TBA | TBA | TBA |
| | | | | | |
| Apprentices | | | | | |
| 1 st Term (55%) | 16.75 | TBA | TBA | TBA | TBA |
| 2 nd Term (60%) | 18.27 | TBA | TBA | TBA | TBA |
| 3 rd Term (65%) | 19.79 | TBA | TBA | TBA | TBA |
| 4 th Term (70%) | 21.32 | TBA | TBA | TBA | TBA |
| 5 th Term (75%) | 22.84 | TBA | TBA | TBA | TBA |
| 6 th Term (80%) | 24.36 | TBA | TBA | TBA | TBA |
| 7 th Term (85%) | 25.88 | TBA | TBA | TBA | TBA |
| 8 th Term (90%) | 27.41 | TBA | TBA | TBA | TBA |

Wage Package (wages, vacation and statutory holiday pay, health & welfare, pension or retirement fund, training funds, bursary fund, affiliation fees, joint industry promotion fund, library fund). The allocation of wage package increases shall be at the discretion of the Union. Such notice shall be in writing to the employers a minimum of thirty (30) days prior to effective dates.

Effective May 1, 2009, the wage package is to be increased by one dollar and twenty-five (\$1.25) and April 1, 2010, by one dollar and twenty-five cents (\$1.25).

Effective May 1, 2010 and 2011, as per Article 10.03 and 10.04 of this agreement.

Note: Included in the above wage rates is the FIVE CENT (\$0.05) per hour tool allowance.

For the intent and purpose of this Agreement, the words, "prevailing or applicable rate" shall be interpreted to mean the wages prevailing at the time the work is in progress.

"Hours earned" with respect to funds contained in this Agreement shall be interpreted to mean that when overtime is applicable, these contributions shall be remitted at the applicable overtime rate.

ARTICLE 3 – VACATION AND STATUTORY HOLIDAY PAY

- 3.01 (a) Annual Vacation and Statutory Holiday Pay shall be 12.36% of the employee's total earnings and shall be paid out on every pay cheque.
- (b) If a Statutory Holiday(s) falls on a Saturday or Sunday, the closest following work day(s) will be observed.
- (c) No work shall be performed on Labour Day, except to preserve life or property.

ARTICLE 4 – PAYMENT OF WAGES

- 4.01 (a) The Employer shall pay an advance of one hundred dollars (\$100.00) per day worked plus Living Out Allowance where applicable on alternate weeks to an employee when he requests it. This amount will be pro-rated for Foremen and Apprentices. Any irresponsibility in the payment of wages will be considered sufficient cause for the Union to require weekly payments or even daily payments in cash to employees and all cheques are to be made payable at face value. The union will give consideration to employers that do not have a local payroll system in place and may waive the cash advance requirement.
- (b) Where facilities are not available to cash pay cheques, the Employer shall provide means by pre-arrangement for employees to obtain cash in part or whole of their pay cheque on pay days.

ARTICLE 5 - OVERTIME

- 5.01 Pursuant to Article 9 of this agreement, all hours worked in excess of 10 hours per day Monday through Friday, and Saturdays, Sundays, and Statutory Holidays, shall be paid at double time.

ARTICLE 6 – SHIFT PREMIUMS

- | | |
|-----------------|--|
| 6.01 Day Shift | No premium; i.e., 8 hours pay for 8 hours work. |
| Afternoon Shift | One half (1/2) hour; i.e., 8 hours pay for 7 1/2 hours work. |
| Night Shift | One (1) hour, i.e., 8 hours pay for 7 hours work. |

ARTICLE 7 – EMPLOYER CONTRIBUTIONS (HEALTH AND WELFARE, RETIREMENT, INDUSTRY FUNDS AND EMPLOYER DEDUCTIONS FOR DUES)

- 7.01 At the end of each calendar month, the Employer will pay to the Electrical Industry's Welfare Trust Funds two dollars and forty cents (\$2.40) for each hour earned by each employee in his employ during such month who is covered by the Collective Agreement referred to in the preamble hereto. These contributions shall be for the benefit of such employees.
- 7.02 Payments to the Welfare Trust Funds based on hours earned shall be made by cheque payable at par at the City of Vancouver, Province of British Columbia, for Local 993, and addressed to Administrator, Electrical Industry Trust Fund and shall

be due and payable not later than ten (10) days after the termination of the calendar month in which the hours were worked. Cheques may be post-dated the fifteenth (15th) of the month. There shall be a penalty of fifteen (15%) percent per month for late remittances with a minimum of twenty-five dollars (\$25.00). The employer concerned will not only remain liable to the said Trust Fund for the amount of any contribution not so paid, but shall be responsible for claim or benefits lost to the employee or employees by reason of the failure to make payment in the amounts and at the times provided herein. The Employer shall also forward the remittance forms provided by the Administrator setting out the names and classification of the employees in respect of whom such payments are made and the amounts paid in respect of each employee and the hours worked by each employee during such calendar month, together with such other information as may be required by the Trustees.

7.03 Annual and Statutory Holidays shall not, for the purpose of determining the contributions to the Electrical Industry’s Welfare Trust Funds, be considered as hours earned unless work is actually performed on such days, and each actual overtime hour worked including overtime hours worked on annual and Statutory Holidays shall for this purpose be considered as two (2) hours.

7.04 In addition to the amounts contributed under Section 7.01 and 7.05, the following funds shall be designated and for each hour earned shall be contributed by the Employer to the Administrator, Electrical Industry’s Welfare Trust Funds in Trust or to such other person or corporation in trust, the Union shall notify the Employer in writing on behalf of every employee covered by this Agreement. Payments shall be made by the Employer directly to the Fund by the 10th day of the month following the month that such contributions cover. Cheques may be post-dated the 15th of the month.

May 1, 2006

| | |
|--------------------------------|------|
| Training Funds | 0.30 |
| Bursary Fund | 0.05 |
| Drug & Alcohol Rehabilitation | 0.02 |
| Jurisdiction Assignment Plan | 0.01 |
| Affiliation Fees | 0.10 |
| Joint Industry Promotion Funds | 0.10 |
| Contract Administration Fund | 0.13 |
| E.C.A. of B.C. | 0.15 |
| BCBCBTU | 0.01 |
| Library Fund | 0.03 |

7.05 Pension and Retirement Fund

The Employer will remit the following amounts to the Union Group Registered Retirement Savings Plan (GRRSP) for each payroll hour earned by each employee covered by this Collective Agreement:

May 1, 2007

Local 993 \$5.10

with the exception of Pre-Apprentices and Apprentices, as follows:

Pension or Retirement Fund

| | |
|--|-------------------|
| Pre-Apprentices | 0% of Journeyman |
| 1 st and 2 nd term Apprentices | 0% of Journeyman |
| 3 rd and 4 th term Apprentices | 25% of Journeyman |
| 5 th and 6 th term Apprentices | 50% of Journeyman |
| 7 th and 8 th term Apprentices | 75% of Journeyman |

Payments and remittance forms shall be due at the end of each month and not later than ten (10) days after the termination of the calendar month in which the hours are worked. Cheques may be post-dated the fifteenth (15th) of the month. There shall be a penalty of fifteen percent (15%) per month for late remittances with a minimum of twenty-five (\$25.00) dollars.

The Employer shall include on the monthly remittance forms names, social insurance numbers and hours worked by each employee, together with such other information as may be required by the GRRSP Trustees.

7.06 Duplicate Forms

Duplicate report sheets for Health & Welfare and GRRSP to be supplied to the Local Union.

7.07 Contract Administration Fund

The Parties agree that each employer shall contribute the sum of thirteen cents (\$0.13) for each hour earned on behalf of each employee working under this collective agreement to the Contract Administration Fund.

7.08 Electrical Contractors Association Fund

The Employer shall contribute the sum of fifteen cents (\$0.15) for each hour earned by employees covered by this agreement to the Electrical Contractors Administration Fund.

7.09 Joint Industry Promotion Fund

The Employer shall contribute the sum of ten cents (\$0.10) for each hour earned by employees covered by this Agreement to the Joint Industry Promotion Fund.

7.10 Union Dues

The Employer agrees to deduct initiation fees, assessments and dues from any Employee's wages when he has received properly signed authorization of the employee to do so. Such monies shall be paid to the Union accompanied by a list, in alphabetical order, of the employees for and on behalf of whom such deductions have been made, by the tenth (10th) day of the month following the month in which deductions were made by the Employer. Cheques may be post-dated the fifteenth (15th) of the month. (These deductions shall not exceed the provisions of the BC Labour Code.) There shall be a penalty of fifteen percent (15%) per month for late remittances with a minimum of twenty-five (\$25.00) dollars.

ARTICLE 8 – TOOLS

8.01 (a) Journeymen and Apprentice Wiremen shall provide themselves with the following minimum tools:

Knife
Twenty-five foot (25') rule
Pliers, 7" or 8" (cutting side)
Screwdrivers
Pliers 8" (diagonal)
Crescent Wrenches to 10"
Tinsnips
Allen Wrenches (3/16, 7/32, 1/4, 5/16, 3/8)
Pencil
Hammer
Square
Level
Pliers (gas)
Hacksaw
Key Hole Saw
Nutdriver 7/16"
Wire Strippers (Ideal #45120 or equivalent)

(b) If an employee is required to report to a job, the Employer shall establish one (1) report point or points as mutually agreed by the Employer and the Union, which shall provide all employees with a safe place for storing tools and drying clothes. The Employer shall immediately indemnify employees for damage by fire, water or burglary of tools and/or clothing from the report point, a list to be filed with the Employer. The report point will be as close as possible to ground level and public parking.

On industrial Jobs, the starting and stopping times shall be at the tool lock-up or lunchroom (for non-camp jobs).

ARTICLE 9 – GENERAL PROVISIONS

9.01 All time spent by employees to document, make travel arrangements and for Doctors' examinations, as required, as a condition of employment shall be paid as time worked on a straight time basis. Employees shall be entitled to receive same whether he is accepted or rejected for employment. Such time shall take effect from the time a member reports at the point where documentation and travel arrangements are to be made. This point must have been previously mutually agreed to.

9.02 Compensation

When an employee is injured on the job and is placed on compensation, and it is not necessary for him to be confined to hospital, he shall be returned to point of hire (on in-town jobs to the man's domicile) at the Employer's expense should he or the Employer so desire. The Employer shall be responsible for the return of the employee's vehicle on the above-mentioned in town jobs.

Employees will be paid a full day's pay for the day of injury.

A man on active compensation claim cannot be terminated by the Employer.

9.03 Layoffs

- (a) When an employee is to be laid off or terminated, both the employee and Shop Steward (on the job) shall be notified one (1) hour prior to layoff. Sufficient time, minimum of one (1) hour, at the prevailing rate shall be granted for the employee to gather his personal belongings on termination by the Employer.
- (b) Where the employment of an employee is terminated by the Employer, the Employer shall pay to the employee all wages earned by the employee upon the termination of the employment. Where the employee does not receive all wages due on termination, he shall be entitled to two (2) hours pay for each day he is kept waiting.
- (c) When an employee gives notice of his intention to quit seventy-two (72) hours in advance of quitting, his wages, vacation pay, Statutory Holiday pay and separation certificate will be ready at the end of the seventy-two (72) hour period, providing he works the hours of work during the seventy-two (72) hour period.
- (d) The Employer shall not dismiss nor discipline an employee bound by this Agreement, except for just and reasonable cause.

9.04 The Electrical Construction Industry of British Columbia Indemnity Fund shall be maintained by the E.C.A. of B.C. and I.B.E.W. Local 993 and shall be part of this Agreement. (Copies of rules on file at E.C.A. of B.C. offices.)

Trade Section Glaziers, District Council 38

ARTICLE 1 – UNION SECURITY

- 1.01** When qualified workmen are required, foremen excepted, they shall be hired through the business office of the Union. The Employer has the right of choice of selection of the first two (2) workmen required and seventy-five percent (75%) thereafter, provided he contacts the business office of the Union before hiring such workmen and provided workmen required are members in good standing of the Union and are registered as unemployed with the Union. The Employer may name request members who have worked for him within the previous sixteen (16) weeks. When the Union is unable to supply workmen within twenty-four (24) hours of the request, then the Employer may hire elsewhere.
- 1.02** All non-Union glaziers must report to the Union and become members or obtain clearance before commencing work. This Clause shall not apply to an Employer whose office is more than fifty (50) miles from the office(s) of the Union. In such cases, however, the Employer will be responsible for notifying the Union of the name of the Employee and obtain clearance for such Employee prior to such Employee commencing work. Failure of the Employee to comply with this Article shall be cause for immediate discharge of the Employee.
- 1.03** All Employees who come within the scope of the bargaining unit shall be required to pay Union dues and administration dues and fees and remain members in good standing as a condition of continued employment. The Employer shall deduct Union dues as required by the Union and remit to the Financial Secretary of the Union by the fifteenth (15th) day of the month following that for which dues were collected.
- 1.04 Bonding**
- Before Union members are dispatched to an Employer who has not been signatory to I.B.P.A.T. Local 1527's Agreement for a minimum of six (6) months, such Employer may be required to post a bond with the Union up to a maximum of \$1,000.00 per Employee, based upon the number of Employees employed at the time the bond is posted with an aggregate total not to exceed \$10,000.00 to be used in the event of a default in the payment of wages, pension contributions, welfare contributions, vacation pay, Statutory Holiday pay or any other contributions provided by the Collective Agreement. When no longer required such bond shall be terminated. The terms of the bonding agreement shall be mutually agreed between C.L.R.A. and the Union.

ARTICLE 2 – NAMED HOLIDAYS WITH PAY

- 2.01** Such pay to be in the form of four percent (4%) of the Employee's total earnings and shall be paid on each pay cheque.

ARTICLE 3 – VACATION PAY

- 3.01** It is agreed that the Annual Vacation Pay for an Employee working under this Agreement shall be four percent (4%) of the Employee's total earnings (excluding Statutory Holiday Pay) and shall be paid on each pay cheque. Time off allowed for vacations shall be three (3) weeks.

ARTICLE 4 – WORKING CONDITIONS

4.01 Tool Insurance

All Employees are guaranteed that while employed on the job site, project or place of business of the Employer, the Employee's tools will be insured against fire and burglary or loss when working over water or such other areas where tools cannot be retrieved and in the event of loss thereby replace same to a maximum of five hundred dollars (\$500.00). In order to claim under this clause an Employee must have submitted to a company representative an inventory of tools in his possession at the commencement of employment.

ARTICLE 5 – UNION REPRESENTATIVES

5.01 Meetings involving more than the Job Steward and one (1) other Employee are not allowed without the permission of the Employer.

5.02 The Union shall notify the Employer of the name of the Steward.

5.03 Stewards shall be notified prior to Employees working overtime when practicable.

ARTICLE 6 - HEALTH AND WELFARE AND PENSION

6.01 The Employer agrees to pay to the IUPAT District Council #38 Health and Welfare Trust Fund one dollar and ninety-seven cents (\$1.97) per hour effective the date of enablement, and one dollar and seventy-seven cents (\$1.77) per hour effective November 1, 2006, or an amount determined by the Trustees and ratified by both parties for each and every hour worked by Employees of the Employer in any job classification under this Agreement, all in accordance with the official trust deed. Effective January 1, 2007 until December 31, 2009, contributions to the Health and Welfare Trust Fund shall be further reduced to one dollar and fifty-seven cents (\$1.57) per hour. Effective January 1, 2010, the contribution rate will return to one dollar and seventy-seven cents (\$1.77) per hour.

6.02 The Employer shall pay, on behalf of its Employees to the International Union of Painters and Allied Trades Union and Industry Pension Fund (Canada), the sum of one dollar (\$1.00) for each and every hour earned, or portion thereof, for which an Employee receives pay.

6.03 In addition, the Employer shall pay, on behalf of its Employees, fifty cents (\$0.50) for each and every hour earned to the Union office, for a Group RSP.

6.04 Failure to remit funds by the fifteenth (15th) of the month following deduction of same, then a penalty of ten percent (10%) shall apply.

6.05 The Trustees and/or administrator of the Fund shall, upon request, provide and mail both parties to this collective agreement, an annual audited Financial Statement.

6.06 The Employer agrees that remittances to the Funds contained in this Article are wages due to the Employee which the Employee has assigned to the Plans for the purpose of receiving benefits under the aforementioned funds and which funds the Employer holds in Trust.

ARTICLE 7 – CLASSIFICATIONS AND WAGE SCHEDULE

7.01 The maximum ratio of Apprentices to Journeymen Glazier Metal Mechanics working under this Agreement will be one (1) Apprentice to one (1) Journeyman, who will be designated as the Apprentice's supervisor. Fourth Year Apprentices are permitted to work without the supervision of a Journeyman.

7.02 Apprentices will only work with the tools of the Trade and will only do work customarily done by Journeymen. The Apprentice will have a tool inventory adequately equipped to carry out his appointed tasks.

7.03 Apprentices Trade School Fund

The parties have agreed to the establishment of a fund to be used to defray expenses incurred by the apprentices when attending the Trade School as required as a condition of their apprenticeship indenture. An amount of one dollar (\$1.00) per hour will be deducted from all apprentices and remitted to the Apprentices Trade School Fund on the monthly remittance forms. Such amounts shall be deducted after normal statutory deductions have been made by the Employer. Apprentices will receive their payments from this fund when they attend school or upon termination of their apprenticeship. This fund shall be administered by the trustees of the District Council #38 Joint Trade Board.

7.04 Pre-Apprentices

Pre-Apprentice graduates shall be given a credit of six (6) months' field training.

7.05 Qualifications for Journeymen

A Journeyman will be skilled in all aspects of the following areas of work:

- (a)** cutting of all types of flat glass;
- (b)** setting and glazing of all types of flat glass and related products;
- (c)** fabrication and installation of all types of architectural metal and related products;
- (d)** installation of all types of metal windows;
- (e)** caulking and sealing as applicable to the glass and metal trade.

7.06 Journeyman Upgrading

Due to ever-increasing technological changes in the glazing/architectural metal field, and in the interest of ensuring that glaziers not only maintain but also upgrade their skills at the trade, and because of the need to create safer workplaces, the following requirement for skills and safety upgrading shall be contained in the Glaziers Standard Industrial_Commercial_Institutional Agreement.

- (a)** Each Journeyman Glazier shall obtain, without compensation, a minimum of four (4) hours training as established by the District Council #38 Joint Trade Board, related to the glazing trade and/or safety training. The curriculum for such continuing education shall be established by the Joint Trade Board Coordinator in cooperation with the Joint Liaison Committee. Journeymen who fail to receive such training by October 31, 2006 will be ineligible to receive the scheduled November 1, 2006, wage increase.

- (b) Each Journeyman Glazier who successfully completes this training shall have his record maintained by the District Council #38 Joint Trade Board. Information regarding the above training program will be made available to Employers on request. Additionally, the Joint Trade Board will issue photo ID cards to those who have completed training with the courses taken contained in the reverse side of the card.
- (c) Effective November 1, 2006, the requirement for Journeyman upgrading will be increased from four (4) to eight (8) hours. Journeymen who have not completed this requirement by October 31, 2007 will be ineligible to receive the November 1, 2007 scheduled wage increase.
- (d) Effective November 1, 2007 there will be a further increase in the requirement for Journeyman upgrading from eight (8) to sixteen (16) hours for each successive 12-month period. Journeymen who have not completed this requirement will be ineligible to receive further wage increases as negotiated between the Union and the Employers.

7.07 Employees being paid the Journeyman rate prior to the date of signing of this Agreement and who are skilled in all of the foregoing areas of work will be entitled to be paid at the Journeyman rate.

7.08 Wage Rates

| Old Package As of Nov. 01/ 07 | |
|--------------------------------------|----------------|
| Wage Rate | \$30.09 |
| Holiday Pay @ 8% | \$2.41 |
| Total Take-Home | \$32.50 |
| Pension | \$1.00 |
| RRSP | \$0.50 |
| Health & Welfare | \$1.57 |
| Industry Funds | \$0.94 |
| Total Package | \$36.51 |

| New Package As of May 01/ 08 With \$1.55 increase | |
|--|----------------|
| Wage Rate | \$31.45 |
| Holiday Pay @ 8% | \$2.52 |
| Total Take-Home | \$33.97 |
| Pension | \$1.00 |
| RRSP | \$0.50 |
| Health & Welfare | \$1.57 |
| Industry Funds | \$1.02 |
| Total Package | \$38.06 |

Note: Includes \$.08/hr. increase to JTB

| New Package As of May 01/ 09 With \$1.40 Increase | |
|--|----------------|
| Wage Rate | \$32.67 |
| Holiday Pay @ 8% | \$2.61 |
| Total Take-Home | \$35.28 |
| | |
| Pension | \$1.00 |
| RRSP | \$0.50 |
| Health & Welfare | \$1.57 |
| Industry Funds | \$1.10 |
| Total Package | \$39.45 |

Note: Includes \$.08/hr. increase to JTB

| New Package As of Apr. 30/10 With \$0.75 Increase | |
|--|----------------|
| Wage Rate | \$33.36 |
| Holiday Pay @ 8% | \$2.67 |
| Total Take-Home | \$36.03 |
| | |
| Pension | \$1.00 |
| RRSP | \$0.50 |
| Health & Welfare | \$1.57 |
| Industry Funds | \$1.10 |
| Total Package | \$40.20 |

Health & Welfare contributions shall be paid on the basis of "straight time wages".
Pension and RSP contributions shall continue to be paid on the basis of hours earned.

The wage rate shown includes five cents (\$0.05) per hour to cover an allowance for the Employee providing one each of the following tools:

| | |
|--------------------------------|---------------|
| Allen Keys, 1 set | Tool Box |
| Centre Punch | Utility Knife |
| Chalk Line | Vice Grip |
| Chisel, wood | |
| Chisel, cold | |
| Glass Pliers | |
| Hacksaw Frame | |
| Hammer, claw | |
| Hammer, rubber or plastic | |
| Measuring Tape (25') | |
| Nail Set | |
| Paint Brush (4") | |
| Pliers, combination | |
| Plumb Bob | |
| Pointing Trowel | |
| Small Pry Bar | |
| Putty Knife, straight | |
| Putting Knife, bent | |
| Razor Blade Scraper | |
| Screwdriver, Robertson (green) | |
| Screwdriver, Robertson (red) | |
| Screwdriver, Robertson (black) | |
| Screwdriver, Phillips (CP_1) | |
| Screwdriver, Phillips (CP_2) | |
| Screwdriver, Phillips (CP_3) | |
| Screwdriver, Flat (10") | |
| Screwdriver, Flat (8") | |
| Screwdriver, Flat (6") | |
| Spanner Adjustable, small | |
| Scribe | |
| Square, combination | |
| Square, bevel | |
| Tap Handle (1/4") | |
| Tin Snips | |

- 7.18 (a)** A Journeyman who is assigned to direct others in the performance of their work and is held responsible for the quantity and quality of work or is assigned to act as the Employers agent in dealing with the owner or general contractor shall be known as a Foreman and paid twelve percent (12%) per hour over the Journeyman's rate. This provision does not apply to two (2) man crews.
- (b)** Notwithstanding the above, on projects of more than four (4) consecutive days duration, a Foreman shall be employed from the first day four (4) and up to fifteen (15) men started and continued on the project, and such Foreman shall receive twelve percent (12%) per hour over the Journeyman's rate.
- (c)** On projects employing more than fifteen (15) men, an "A" Foreman shall be employed and paid seventeen percent (17%) over the Journeyman regular rate of pay.
- (d)** The Foreman shall be a member of the Union.

ARTICLE 8 – JOINT TRADE BOARD

8.01 Industry Funds

The Employer shall make contributions on the basis of straight time wages for each hour of employment in accordance with the following schedule:

| | Date of Enablement | Nov 1/06 | Jan 1/07 | Nov 1/07 |
|---------------------------|-----------------------|---------------|---------------|---------------|
| Administration Fund | \$0.10 | \$0.10 | \$0.10 | \$0.10 |
| BCBCBTU | 0.01 | 0.01 | 0.01 | 0.01 |
| BCYT | 0.06 | 0.06 | 0.06 | 0.06 |
| CLRA | 0.13 | 0.13 | 0.13 | 0.13 |
| IUPAT Apprentice Training | 0.05 | 0.05 | 0.05 | 0.05 |
| IUPAT Labour Management | 0.05 | 0.05 | 0.05 | 0.05 |
| Joint Trade Board | 0.12 | 0.32 | 0.52 | 0.52 |
| Rehabilitation | 0.02 | 0.02 | 0.02 | 0.02 |
| Total | \$0.54 | \$0.74 | \$0.94 | \$0.94 |

The Employer will deduct from each employee sixteen cents \$0.16 per hour on the basis of straight time wages effective the date of enablement, twenty cents \$0.20 per hour effective November 1, 2006 and twenty-four cents \$0.24 per hour effective November 1, 2007 to the Joint Trade Board(JTB).

The above requirement will be included in all Glazier collective agreements.

8.02 Construction Labour Relations Association of BC - Contract Administration Fund

The parties agree that each Employer shall remit through the Joint Trade Board, the sum of thirteen cents (\$0.13) effective the date of enablement for each hour worked on behalf of each employee working under the terms of this collective agreement, to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. It is agreed that the Union

will collect and forward without exception all moneys designated for the Contract Administration Fund and received in accordance with the standard remittance form utilized by the Union to CLR. 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 signatory employer.

A representative of CLR so designated may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund. It is understood that any cost incurred in remittance notification or changes thereof shall be borne by CLR.

- 8.03** The Joint Trade Board shall be administered through the offices of the Union in accordance with the Trust Document established.
- 8.04** Any unresolved dispute arising from the Joint Trade Board shall be processed through the grievance procedure as set out in Article 3 of this Agreement.
- 8.05** The Trustees of the Joint Trade Board shall ensure that each party to this Collective Agreement shall receive once per year a copy of an Audited Financial Statement.

ARTICLE 9 – BCYT FUND

- 9.01** The Employer shall contribute an amount of six cents (\$0.06) per hour, to the British Columbia and Yukon Building Trades Council. These contributions have been deducted from the Employee's wage rate and are contributed by the Employer as a matter of convenience.

ARTICLE 10 – BCBCBTU FUND

- 10.01** Effective June 15, 2002, the Employer shall make contributions at the rate of one cent (\$0.01) per hour for each hour worked by each Employee covered by this Agreement to the BCBCBTU Fund in the manner provided by the Union remittance form.
- 10.02** This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code of BC*.

ARTICLE 11 – REHABILITATION FUND

- 11.01** The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour for which wages are payable hereunder for each Employee covered by this Agreement to the Construction Industry Rehabilitation Fund in the manner provided by the Union remittance form.

ARTICLE 12 – HOURS OF WORK

12.01 Shift Premium

| | |
|-----------------|----------------------------------|
| Day Shift | 8 hours pay for 8 hours work |
| Afternoon Shift | 8 hours pay for 7-1/2 hours work |
| Night Shift | 8 hours pay for 7 hours work |

On any shift operation in excess of ten (10) hours per shift, a meal will be provided at straight time.

ARTICLE 13 – OVERTIME

13.01 The first eight (8) hours on Saturday shall be worked at time and one-half (1-1/2), and double time thereafter. Double time rates shall apply on Sundays and statutory holidays.

ARTICLE 14 – SWING STAGE PREMIUM

For all hours worked from swing stages Employees shall receive seventy-five cents (\$0.75) in addition to their regular rate.

LETTER OF UNDERSTANDING

RE: PRE-APPRENTICES

It is mutually agreed that this Letter of Understanding shall be appended to and form a part of the Glaziers Standard ICI Agreement and continue in full force until a new collective agreement is negotiated:

The following terms and conditions shall apply to the employment of Pre-Apprentices and shall supersede like terms and conditions in the Agreement.

Article 7.13 Pre-Apprentices

1. Wage Package:

- a. Straight Time Hourly Wage Rate (minimum): \$11.00 per hour effective date of enablement
- b. Combined Vacation and Statutory Holiday Pay: eight percent (8%)
- c. Employer Pension Contribution: not applicable
- d. Employer Contribution in lieu of Health and Welfare: fifty-three cents (\$0.53) per hour earned effective date of enablement (refer to item 2. below for details)
- e. Employer Industry Fund Contributions: as per Agreement (note: Joint Trade Board Fund Employee Deduction is not required)
- f. Employee Deductions: Basic Union Dues and Administrative Union Dues only

2. Health and Welfare Contribution and Coverage:

The fifty-three cents (\$0.53) per hour effective date of enablement, Employer Contribution in lieu of Health and Welfare shall be made in accordance with the following understanding:

- a. In order for an individual to be entitled to coverage under the Glazier Health and Welfare Plan, such individual is first required, as a minimum, to have had the equivalent of two hundred forty (240) hours of "full rate" contributions made to such Plan on their behalf (240 hours x \$1.57/hour = \$376.80).
- b. A Pre-Apprentice shall not be entitled to receive benefits under the Glazier Health and Welfare Plan while employed as a Pre-Apprentice.
- c.
 - i. Notwithstanding item 2. b. above, the Union shall provide a 1st term Apprentice with immediate coverage under the Glazier Health and Welfare Plan, in those instances where such 1st term Apprentice has completed his/her Pre-Apprenticeship.
 - ii. The Union shall facilitate the provision of such coverage using the minimum nine hundred (900) hours (refer to item 3. d.) of Employer Contributions, at fifty-three cents (\$0.53) per hour effective date of enablement, made in lieu of Health and Welfare during the Pre-Apprenticeship (900 hours x \$0.53/hour = \$477.00).

3. Restrictions:

Unless otherwise mutually agreed by the Parties, in writing, a Pre-Apprentice shall:

- a. be permitted to perform any/all work governed by the terms of the Agreement with the following exceptions:
 - * the Pre-Apprentice will not utilize Power Tools
 - * nor perform work off-ground. (Swing Stage, Platform, Ladder, etc.)
- b. be a minimum of sixteen (16) years of age as of date of hire.
- c. obtain Union clearance, in person, prior to commencing employment.
- d. be permitted to be employed, as a Pre-Apprentice, for a combined total of no more than nine hundred (900) hours in the industry, regardless of the number of Employer(s) in whose employ such hours have been worked.
- e. upon completion of the Pre-Apprenticeship be registered as a 1st Term Apprentice and treated accordingly.

4. Purpose:

Pre-Apprentices shall be:

- a. considered a good possible source of future Apprentices, and
- b. utilized by the Employer, to perform such work as described in item 3. a. above, as a means of reducing the Employer's crew costs and, in turn, of increasing the Employer's ability to compete in the marketplace.

5. Ratio:

There shall be no expressed restriction on the number of Pre-Apprentices an Employer may employ at any one time, however, notwithstanding the foregoing, the Employer must have a minimum of one (1) journeyman to one (1) apprentice to one (1) pre-apprentice.

- a. The Union acknowledges, without exception, that the stated purpose of Pre-Apprentices is as stipulated in item 4. above.
- b. The Union shall not unreasonably, or arbitrarily deny an Employer the right to employ a Pre-Apprentice.

SIGNED this _____ day of _____, 2008.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

SIGNED ON BEHALF OF:

INTERNATIONAL UNION OF PAINTERS &
ALLIED TRADES, DISTRICT COUNCIL #38 FOR
GLAZIERS, ARCHITECTURAL METAL
MECHANICS AND GLASSWORKERS LOCAL
UNION 1527

**Trade Section
Heat & Frost Insulators & Allied Workers, Local #118**

ARTICLE 1 – HIRING AND UNION SECURITY

1.01 Hiring

The Employer shall employ only members who have been dispatched by, or have a clearance slip from Local 118. The Employer shall have the right to name request all Employees. The Union will maintain an up to date list of members available for dispatch.

1.02 When Employers require additional Employees, Local Union 118 shall be given first opportunity to provide them.

1.03 Reduction in Crews

Should it be necessary to reduce the working force on a job or project, the Employer shall lay off or terminate their employment in the following sequence:

1. the Potential Member;
2. the Travel Card Members (Members of Sister International Heat and Frost Locals);
3. Members of the Union will be last for layoff or termination.

1.04 All Employees shall be notified of any job change prior to the completion of his regular work day.

- 1.05 (a)** The Employer agrees to supply the Local Union with a list of all Employees on the request of the Business Manager or Business Agent.
- (b)** In the case of emergency help required for any one (1) job, the Union shall endeavour to fill these emergencies, until the Union shall supply its own members, provided the member of the Union is acceptable to the Employer. If not acceptable to the Employer, it must be for a just reason. He shall give reason, in writing, within three (3) business days.
- (c)** The Employer shall not discriminate against any Employee by reasons of his membership in the Union or his participation in its legal activities.
- (d)** It shall not be the duty of the Employer to induce non-members to join the Union.
- (e)** No Employee shall at any time be required to use his own vehicle for transportation of Employer's tools and/or materials.
- (f)** The Employer shall employ and retain in its employ, only workmen in possession of a valid clearance card slip from the Union.
- (g)** When Employees classified as local residents are hired, they shall be members in good standing of the Union and will be considered in possession of a valid clearance slip. The Union Office in Vancouver shall be notified and will provide such clearance slip.

1.06 When the Employer is awarded a job, prior to the commencement of the job, the Employer may request from the Union concerned, information as to the categories of Union members available and eligible for hire. Upon receipt of such a request, the Union agrees to supply the necessary information to the Employer within forty-eight (48) hours and will co-operate with the Employer in supplying such qualified members when required.

ARTICLE 2 – WAGES AND OTHER ITEMS

2.01 Hourly Rates and Classifications (Minimum only)

The minimum rate of wages recognized by this Agreement shall be as set out in the following schedules:

| | <u>WAGE RATES</u> | | |
|--|------------------------------|--|-----------------|
| | Effective May 1, 2008 | | May 2009 |
| | <u>Wage Rate</u> | | |
| Journeyman | \$29.29 | | TBA |
| Vacation & Stat. Holiday Pay | \$3.515 | | |
| Health & Welfare | \$2.89 | | |
| Pension | 3.60 | | |
| | | <u>Vac & Stat Hol., Pay</u> | |
| Foreman (115%) | \$33.68 | \$4.04 | TBA |
| General Foreman (120%) | \$35.15 | \$4.22 | TBA |
| Apprentices: | | | |
| 1 st 3 months | 50% | \$14.65 | \$1.758 |
| 1 st year 2 nd 3 month | 55% | \$16.11 | \$1.933 |
| 1 st year 2 nd half | 60% | \$17.57 | \$2.108 |
| 2 nd year 1 st half | 65% | \$19.04 | \$2.285 |
| 2 nd year 2 nd half | 70% | \$20.50 | \$2.460 |
| 3 rd year 1 st half | 75% | \$21.97 | \$2.636 |
| 3 rd year 2 nd half | 80% | \$23.43 | \$2.812 |
| 4 th year 1 st half | 85% | \$24.90 | \$2.988 |
| 4 th year 2 nd half | 90% | \$26.36 | \$3.163 |

Note: The Wage Package (wages, vacation & statutory holiday pay, health & welfare and pension) to be increase on May 1, 2009 by \$1.50

The Journeyman Mechanic's rate includes the following contributions by the Employer:

- a) A seven cents (\$0.07) per hour tool allowance;
- (b) A five cents (\$0.05) per hour protective clothing allowance.

2.02 Foremen Rates

The Employer shall determine the number of Employees required for the performance of any work function and shall select and appoint all Foremen and allocated work to be performed. Any Mechanic who is expected to work, supervise and direct three (3) but not more than twelve (12) persons shall be classed as a Working Foreman, shall be expected to use the tools of the trade and be paid one hundred and ten percent (110%) per hour and effective May 1, 2006, one hundred and fifteen percent (115%) of the Journeyman Mechanic's rate.

When an Employee is required to look after three (3) or more jobs he shall be classed as a working foreman.

2.03 General Foremen

When more than one (1) Foreman is required on any job, one (1) will be designated as a General Foreman and shall be paid one hundred and seventeen percent (117%) per hour and effective May 1, 2006, one hundred and twenty percent (120%) or more of the Journeyman Mechanic's rate.

A General Foreman is non-working and, when a second crew is established, is responsible for up to six (6) Employees.

2.04 Employees who are required to apply insulation by spray method or apply mastic insulation by any method shall be supplied with suitable coveralls.

2.05 Vacation and Statutory Holiday Pay

Annual Vacation Pay, at six percent (6%) of gross wages, and Statutory Holiday Pay, also at six percent (6%) of gross wages, shall be combined and shall be accrued at the rate of twelve percent (12%) of gross wages.

Vacation and Statutory Holiday pay will be paid to each Employee on each pay cheque or upon termination of employment. An Employee may take up to three (3) weeks' annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

ARTICLE 3 – PAYMENT OF WAGES

3.01 Pay Day

- (a) The Employer shall, at least weekly, pay to each Employee covered by this Agreement, all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment provided that if a Statutory Holiday falls on the regular pay day, payment will be made the preceding day. The Union will work with the Employer, whose normal payroll cycle is every two (2) weeks.

3.02 Termination, Discharge or Layoff

- (a) In the event that an Employee covered by this Agreement ceases to be an Employee of the Employer by reason of layoff, the Employee shall be paid all his wages and holiday pay earned by the Employee as follows:

If the job is in the same area where the firm is established or where a payroll department is set up, then the Employee shall be paid no later than one (1) working day after he ceases to be an Employee.

If the job is not in the same area where the firm is established or there is no payroll set up, then the Employee shall be paid, or the Employer shall mail all accrued wages by registered mail to an address designated by the Employee not later than forty-eight (48) hours (two (2) business days) after he ceases to be an Employee.

- (b) In the event that an Employee is discharged for cause or if the Employee voluntarily quits the job, the Employee shall be paid all his wages and holiday pay earned by the Employee as follows:

If the job is in the same area where the firm is established or where a payroll department is set up, then the Employee shall be paid not later than two (2) working days after he ceases to be an Employee.

If the job is not in the same area where the firm is established or there is no payroll set up, then the Employee shall be paid, or the Employer shall mail all accrued wages by registered mail to an address designated by the Employee not later than seventy-two (72) hours (three (3) business days) after he ceases to be an Employee.

3.03 Special Pay Conditions

- (a) When Employees are not paid their wages in accordance with Article 3.02 they shall be paid their hourly rate for eight (8) hours, out of each twenty-four (24) hour period spent by them waiting to be paid. Acts of God shall be exempt from the provisions of this article. The Union shall exercise discretion in the application of Article 3.03(a).
- (b) In the event an Employee is laid off by the Employer on an out-of-town job and return transportation is not available that day, the Employer shall provide LOA or accommodation plus meal allowance. Men discharged for cause (other than inefficiency) shall be exempt from this Article 3.03.

3.04 E. I. Record of Employment

Employees shall be given their Employment Insurance Record of Employment at time of discharge or layoff on the job or where possible, arrangements made whereby their cheque and Employment Insurance Record of Employment will be mailed to them not later than the following day.

3.05 Termination Slip

The Employer will complete a termination slip which has been mutually agreed to. The slip supplied by the Union shall state the reason for the Employee's termination and whether or not he is eligible for rehire. Such slip shall be mailed to the Union Office within forty-eight (48) hours, Saturdays, Sundays and holidays excluded.

ARTICLE 4 – HOURS OF WORK

4.01 Shift Hours

The Employer will operate additional shifts as and when required. The normal hours for each shift shall be as follows:

(a) One, Two or Three Regular Shifts

More than one (1) shift may be worked at straight time rates. Afternoon shift shall be paid eight (8) hours for seven and one-half (7-1/2) hours worked. Graveyard shifts shall be paid eight (8) hours pay for seven (7) hours worked. No employee shall be permitted to work two (2) consecutive shifts.

(b) Shift Differential Two Scheduled Shifts

When two (2) shifts are scheduled, each shift shall provide for a one-half (2) hour unpaid meal period. A shift premium of six dollars (\$6.00) per hour shall apply on all hours worked on the second shift. Shift premiums shall not apply on Saturdays, Sundays or Statutory Holidays.

(c) If an Employee is required to return to work before an eight (8) hour break occurs, he shall be paid double time rates until such time as an eight (8) hour break does occur.

4.02 Overtime

(a) Industrial

The first two (2) hours of overtime daily Monday to Friday shall be paid at the rate of time and one-half (1-1/2). All other overtime inclusive of work on Saturdays, Sundays or Statutory Holidays shall be paid at the rate of double time.

(b) No member shall be penalized for refusing to work unscheduled overtime.

ARTICLE 5 – HEALTH AND WELFARE

5.01 Employers agree to pay to the Trustees of the International Heat and Frost Union, Local 118, Health and Welfare Trust Fund, two dollars and eighty-nine (\$2.89) for all hours earned for the purpose of the said Fund as set forth in the Trust Agreement. This Fund includes seven cents (\$0.07) to be credited to the Apprenticeship Training Program Fund.

5.02 It is also required that if the Employer fails to remit the report with covering cheque before the fifteenth (15th) of the month following the calendar month in respect of which it is payable, then the Employer remains liable to the Fund to the amount of the contribution not remitted.

5.03 The Union shall appoint from among the members of Local Union 118 Trustees to the International Heat and Frost, Local 118 Health and Welfare Trust Fund.

ARTICLE 6 - PENSIONS

- 6.01** Employers agree to pay to the Trustees of the International Heat and Frost Union, Local 118, Pension Trust Fund, four dollars and seventy five (\$4.75) per hour and effective May 1, 2008, for all hours earned for the purpose of the said Fund as set forth in the Trust Agreement.

This amount shall be pro-rated for Apprentices as follows:

Apprentice Pro –Rated Pension Increase

| <u>May 1, 2008</u> | | |
|--|-----|--------|
| 1 st 3 months | 50% | \$2.38 |
| 1 st year 2 nd 3 month | 55% | \$2.61 |
| 1 st year 2 nd half | 60% | \$2.85 |
| 2 nd year 1 st half | 65% | \$3.09 |
| 2 nd year 2 nd half | 70% | \$3.33 |
| 3 rd year 1 st half | 75% | \$3.56 |
| 3 rd year 2 nd half | 80% | \$3.80 |
| 4 th year 1 st half | 85% | \$4.04 |
| 4 th year 2 nd half | 90% | \$4.28 |

- 6.02** It is also required that if the Employer fails to remit the report with covering cheque before the fifteenth (15th) of the month following the calendar month in respect of which it is payable, then the Employer remains liable to the Fund to the amount of the contribution not remitted.
- 6.03** The Union shall appoint from among the members of Local Union 118 Trustees to the International Heat and Frost, Local Union 118 Pension Fund.

ARTICLE 7 - PENALTIES FOR DELINQUENT PAYMENT OF CONTRIBUTIONS AND/OR DEDUCTIONS

- 7.01** The Union will advise the Employer within forty-eight (48) hours, in writing, of any delinquency.
- 7.02** If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and holidays, the Union may require the greater of ten dollars (\$10.00) or ten percent (10%) penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. Should an Employer have been previously in default under the provisions of this Clause, the Union may require the following:
- (a)** Require the Employer to provide proof of financial responsibility to the Union.
 - (b)** Demand that the Employer deposit a Bond or Cash Deposit of up to Five Thousand Dollars (\$5,000.00) with Heat and Frost Insulators Local 118 for use in default of payments.
 - (c)** Such bond or cash deposit will return to the Employer when the Employer has satisfied all obligations in payment of wages and/or contributions and no members of the Union remain on the Employer's payroll.

ARTICLE 8 - INSULATION INDUSTRY FUNDS

8.01 B.C.I.C.A. Fund

Twenty-one cents (\$0.21) per hour for each and every hour earned or \$15.00 per month, whichever is greater, will be paid by each Employer to the British Columbia Insulation Contractors Association.

8.02 Contract Administration Fund

The parties agree that each Employer shall contribute the sum of thirteen cents (\$0.13) for each hour earned on behalf of each employee working under the terms of this collective agreement, to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. It is agreed that the Union will collect and forward without exception all monies designated for the Contract Administration Fund and received in accordance with the standard remittance form utilized 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 signatory employer.

A representative of CLR so designated may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.

It is understood that any cost incurred in remittance notification or changes thereof shall be borne by CLR.

8.03 Insulation Industry Education Fund

The Employer shall remit monthly to the Union twenty cents (\$0.20) per hour for each and every hour earned.

It is agreed that this fund will be used to promote programs of industry education, training, research and the technical and business skills of Employers and Employees, stabilize and improve Employer/Union relations and promote, support and improve the training and employment opportunities for Employees. No part of these payments shall be used for political or anti-Union activities.

8.04 Insulation Industry Health Hazard Fund

Employers agree to pay four and one-half cents (\$0.045) for each and every hour earned to the Insulation Industry Health Hazard Fund. Two cents (\$0.02) of this Fund is for the purpose of compensating Union members for the time to take required annual hearing tests.

8.05 B.C. Construction Industry Rehabilitation Fund

The Employer will contribute on behalf of each Employee covered by this Agreement the amount of two cents (\$0.02) per hour earned, to the B.C. Construction Industry Rehabilitation Fund.

8.06 Insulation Industry Scholarship Fund

One-half cent (\$0.005) per hour for each and every hour earned will be paid by each Employer to the Insulation Industry Scholarship Fund. These Funds will be used by the Union to award annual scholastic scholarships.

8.07 B.C. and Yukon Territory Building and Construction Trades Council Fund

The Employer will contribute on behalf of each Employee covered by this Agreement and remit to the Union in accordance with the Unified Remittance form the amount of five cents (\$0.05) per hour earned.

8.08 B.C.B.C.B.T.U. Funding

The Employer shall contribute one cent (\$0.01) for each hour earned to fund the Bargaining Council of British Columbia Building Trade Unions. This funding will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

ARTICLE 9 - UNIFIED REMITTANCE OF FUNDS

9.01 All Fund payments, with the exception of payment of Union Dues Check-off, shall be consolidated into one (1) cheque payable to: " Heat and Frost Insulators - Local 118 - In Trust". Separate payment of Union Dues check-off shall be made directly to the Union. All payments are to be made by the fifteenth (15th) day of the month following the month that such contributions cover to the addresses designated on the Unified Remittance Form.

A summary report that provides hours of work and remittances by each signatory contractor shall be forwarded to CLR not later than the last day of the month in which such remittances were received.

9.02 If the Employer has no Employees during a given month, he shall submit a "Nil" report unless it is clearly understood by all parties that he has declared himself out of business.

9.03 Employer Contributions

The following is the breakdown for the Trust Fund Distribution which is normally found on the back of the United Remittance Form:

| | | |
|-------------------------------|----------------|---------|
| Welfare | \$3.140 | |
| Pension | \$4.750 | |
| Apprenticeship | | \$0.070 |
| Rehabilitation | | \$0.020 |
| Health Hazard | | \$0.045 |
| Jurisdictional Assignment | \$0.010 | |
| BCIC | \$0.210 | |
| Contract Administration (CLR) | | \$0.130 |
| Education | \$0.200 | |
| BCYT | \$0.050 | |
| Scholarship | | \$0.005 |
| BCBCBTU | <u>\$0.010</u> | |

TOTAL \$8.640

ARTICLE 10 - Working Rules

10.01 Employees covered by this Agreement shall take orders from the Foreman to whom they are assigned, or if the Foreman is not available, then from the Superintendent, or if the Superintendent is not available then from General Management.

The ratio of Apprentices on Industrial jobs may equal but not exceed a ratio of one (1) Apprentice to four (4) Mechanics employed on the job.

Example:

| | |
|-------------|---------------|
| 1 Mechanic | 1 Apprentice |
| 2 Mechanics | 1 Apprentice |
| 3 Mechanics | 1 Apprentice |
| 4 Mechanics | 1 Apprentice |
| 5 Mechanics | 2 Apprentices |

10.02 The Employer agrees that he will not sublet or contract out any work which is the established jurisdiction of Local 118 to any member of the Union. The Union agrees not to contract, subcontract or estimate on work, nor allow its membership to do so nor to act in trade capacity other than that of workman. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents shall execute any part of the work of application of materials and in no case shall any member of the Union estimate on or give any labour figures.

10.03 No Employee, while on the Employer's payroll, shall engage in other employment for wages, provided he is working, offered work by the Employer to the extent of the regular or shift hours provided in this Agreement.

10.04 Tools

(a) It shall be the responsibility of each Employee to supply and maintain the following adequate standard tools in good condition, with the exception of the First-Year Apprentice and the First-Year Improver:

| | |
|-----------------------------------|------------------------|
| Pliers or End Nippers | Hammer |
| Pointer, flat and gauging trowels | Screwdrivers (variety) |
| Scissors | Paste Brush |
| Tape Rule | Slicks |
| Saws - keyhole, handsaw | Tin Snips |
| Knives | Springs or Bands |

10.05 Telephone shall be made available to all members at all times for incoming and outgoing emergency purposes and incoming messages shall be relayed immediately

ARTICLE 11 - SUPPLEMENTARY DUES CHECK-OFF

11.01 As a condition of employment, each Employee will submit a written authorization for Supplementary Dues Check-off.

11.02 The Employer will deduct from each Employee covered by this Agreement, the amount of seven percent (7%) per hour earned as Supplementary Dues and remit same to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. The Union may alter the amount of deduction on the anniversary date of this Agreement providing notice has been submitted to the Employer at least thirty (30) days prior to that anniversary. If the Employer fails to make the required deductions, he shall be liable for the amount due.

Trade Section
**International Association of Bridge, Structural, Ornamental &
Reinforcing Ironworkers, Local 97**

ARTICLE 1 – HIRING AND NAME REQUEST

- 1.01** Employer has the right of choice of selection of the first four (4) Ironworkers required and fifty percent (50%) of further Ironworkers required, provided the Employer contact the Business Office of Local 97 before hiring said Ironworkers and provided Ironworkers requested shall be members in good standing of Local 97 and be registered as unemployed with the Union.

On out-of-town jobs, Employers will have the option to hire available local members within two hundred (200) kilometres notwithstanding the Employer's rights to name requesting per this clause and the Employer's rights to transfer Ironworkers from job to job.

It is understood that the hiring of Foremen is the sole prerogative of the Employer and shall not be subject to the hiring policy outlined above. Foremen must be dispatched through the Union Dispatch Office. The name requesting of Foremen shall not be used to circumvent the hiring policy requirements of Article 1.01 and such use by the Employer will be deemed a breach of this Agreement.

- (a)** The Employer shall be responsible for informing the Union of the classification of Ironworkers required,
- (b)** It is understood and agreed that the fifty percent (50%) dispatched by the Union shall be competent journeymen suitable for the tasks to be performed.
- (c)** Following the hiring of the first four (4) Ironworkers, the hiring formula for each project shall be:
 - (i)** Union - odd numbers including replacements
 - (ii)** Employer - even numbers including replacements
- (d)** Each Employer reserves the right to offer any Ironworker member on any project the opportunity to transfer to another project and the Union will be so notified prior to the transfer.

Such notification shall not be necessary when the Ironworker returns to his home daily.

Should the member accept transfer from one project to another for the purpose of initial and terminal travel allowance qualifications as specified in Article 14, his calendar days shall be cumulative from the first day of work for that Employer.

Should the Employer request cancellation of a dispatch order and the Union and/or the Employer is unable to notify the dispatched Ironworker of such cancellation prior to his departure, the Employer shall be required to pay travel allowance per Article 14 of this Agreement.

- 1.02** In the event that Local 97 is unable to supply the Employer with competent Ironworkers, the Employer shall have the right to employ any available competent men, provided that such men hired shall, as a condition of continued employment, within thirty (30) days of the date hired, make application to become members of Local 97.

- 1.03** In the event that the application referred to in Article 1.02 is not made within the stipulated time, or if membership is not granted by Local 97, the Employer shall discharge such Ironworker upon receipt of written notice from the Union.
- 1.04** Local 97 agrees that in the event an Ironworker is to be discharged at the request of the Union, the Union shall replace such a person with a competent replacement on the job at no cost to the Employer.
- 1.05** Should the Employer wish to reduce the number of Ironworkers employed on any job, the Foreman shall notify the Job Steward and the Ironworkers shall be laid off in the following sequence:
- First:** Permit Workers
- Second:** Paid up probationary members
- Third:** Members in good standing of the International Association of Bridge, Structural, Ornamental & Reinforcing Ironworkers.
- Before layoffs take place, consideration must be given to the classifications before the sequence can apply. All layoffs will be made on the job.
- 1.06** Ironworkers are laid off or discharged from jobs where they are accommodated in a Camp, Hotel, Motel or receiving L.O.A., they will be given one (1) hour in which to pick up their personal gear and turn in tools and protective clothing. Where Ironworkers are laid off or discharged from jobs other than above, they will be given one-half (½) hour in which to pick up their personal gear and return tools and protective clothing. In order to receive pick-up time, an Ironworker must have in excess of thirty (30) calendar days on the job. The day traveled to the job shall be included in the calculation of calendar days.
- 1.07** An Ironworker may be discharged for just cause but the Union may designate such discharge a grievance to be acted on in accordance with the grievance procedure.

ARTICLE 2 – CLASSIFICATIONS AND WAGE RATES

2.01

| | <u>May 1/08</u> | <u>Nov. 1/08</u> | | <u>May 1/08</u> | <u>Nov. 1/08</u> |
|-----------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|
| Wages - Journeyman | 31.09 | 31.54 | Wages - Foreman | 35.62 | 36.14 |
| Vac. & Stat. Hol. Pay | 3.73 | 3.78 | Vac. & Stat. Hol. Pay | 4.27 | 4.34 |
| Health & Welfare | 2.26 | 2.26 | Health & Welfare | 2.26 | 2.26 |
| Pension | <u>5.00</u> | <u>5.00</u> | Pension | <u>5.00</u> | <u>5.00</u> |
| Wage Package | <u>42.08</u> | <u>42.58</u> | Wage Package | <u>47.15</u> | <u>47.74</u> |

| | <u>May 1/08</u> | <u>Nov. 1/08</u> | | <u>May 1/08</u> | <u>Nov. 1/08</u> |
|-------------------------|-----------------|------------------|-------------------------|-----------------|------------------|
| Hours earned benefits | | | Hours worked benefits | | |
| Trade Improvement | .55 | 0.55 | Contract Administration | .13 | .13 |
| Centennial Fund | .05 | .05 | Affiliation Fees | .03 | .03 |
| Total Employer benefits | .60 | .60 | JAPlan Fund | .01 | .01 |
| Employee deductions | | | Rehabilitation Fund | .02 | .02 |
| Based on hours earned | | | | | |
| Field Dues | 1.25 | 1.25 | Total Funds | <u>.20</u> | <u>.20</u> |
| Market Recovery | .75 | .75 | | | |

The Parties agree that between March 15, 2009, and April 15, 2009, the Parties shall meet to negotiate mutually acceptable wage package amendment(s) to be effective from May 1, 2009, to agreement expiry on April 30, 2010. Should the Parties be unable to reach settlement by March 31, 2009, the issue shall be referred immediately to an interest arbitrator for final resolution by April 15, 2009.

2.02 Apprentices

Pre-apprentices shall be cleared by the Union and permitted to work in the field at the rate of fifty-five percent (55%) of the Journeyman's rate plus one dollar (\$1.00) prior to entering apprenticeship school. When the Union cannot supply Ironworkers, the Employer may hire non-members of the Union in accordance with Article 1.02. Individuals hired in this manner are to be paid at no less than sixty-eight percent (68%) of the Journeyman rate with the understanding that the experience of individuals is to be assessed.

On commencement of employment in the field, an Apprentice shall start at the rate of sixty-five percent (65%) of the Journeyman's rate and shall receive an increase of five percent (5%) of the Journeyman's rate every seven hundred and fifty (750) hour period. Wage rates for the first three (3) apprenticeship terms are to be paid an additional fifty cents (\$0.50). After completion of six (6) seven hundred and fifty (750) hour periods of apprenticeship, the Apprentice shall be required to pass examinations set by the Union Examining Board and to have satisfied requirements set out by the Joint Committee of the Ironworkers' Trade Improvement Fund, and when he has successfully passed same, he shall be paid at the prevailing Journeyman rate.

2.03 Apprentice Wage Rates

| | | <u>May 1/08</u> | <u>Nov. 1/08</u> |
|----------------|----------|-----------------|------------------|
| Pre-app. | 55%+1.00 | 18.50 | 18.75 |
| 0-750 hrs. | 65%+0.50 | 21.02 | 21.31 |
| 751-1500 hrs. | 70%+0.50 | 22.53 | 22.85 |
| 1501-2250 hrs. | 75%+0.50 | 24.04 | 24.38 |
| 2251-3000 hrs. | 80% | 25.05 | 25.41 |
| 3001-3750 hrs. | 85% | 26.56 | 26.94 |
| 3751-4500 hrs. | 90% | 28.07 | 28.48 |

The Employer shall deduct one dollar (\$1.00) per hour after taxes from Pre-Apprentice wages and fifty cents (\$0.50) from Apprentices and remit these monies to the Union. The Union will bank these remittances for individual apprentices and will pay such banked monies to apprentices at the time they attend annual Apprenticeship School.

2.04 Structural and Reinforcing Ironworker Apprentices shall be employed on construction work at the ratio of one (1) Apprentice to every four (4) Journeymen employed on a company basis.

2.05 Ironworker Apprentices may be employed on application of ornamental work at the ratio of one (1) Apprentice to every (1) Journeyman employed on a company basis

2.06 Apprentices shall be employed in accordance with the provisions established by the Ironworker Local 97 Trade Improvement Committee.

2.07 Apprentices shall be given the support of Journeymen working on the job on which the Apprentices are employed and under the supervision of the Foreman.

2.08 Health and Welfare Plan

The Employer shall make contributions to the Ironworkers, Local 97, Health and Welfare Plan of two dollars and twenty-six cents (\$2.26) per hour earned.

The contributions of the Employers shall be used exclusively to provide welfare benefits to eligible Ironworkers in such form and amount as the Trustees of the Welfare Fund may determine and the organization and administration expenses of the Welfare Fund.

2.09 Pension Plan

The Employer shall make contributions to the Ironworkers Local 97 Pension Fund of \$5.00 per hour earned.

Pension contributions for Apprentices to be pro-rated as follows:

| | | May 1/08 | Nov. 1/08 |
|--------------------|-----|----------|-----------|
| Pre-apprentices | 0% | nil | nil |
| 0 - 750 hours | 65% | 3.25 | 3.25 |
| 751 - 1,500 hours | 70% | 3.50 | 3.50 |
| 1,501-2,250 hours | 75% | 3.75 | 3.75 |
| 2,251- 3,000 hours | 80% | 4.00 | 4.00 |
| 3,001- 3,750 hours | 85% | 4.25 | 4.25 |
| 3,751- 4,500 hours | 90% | 4.50 | 4.50 |

The contributions of the Employers shall be used exclusively to provide pension benefits to eligible Ironworkers, in such form and amount as the Trustees of the Pension Fund may determine and the organization and administration expenses of the Pension Fund.

2.10 Affiliation Fees

The Employer shall contribute three cents (\$0.03) per hour worked by each Ironworker employed and remit to the Union as provided in section 2.16.

2.11 Ironworkers Trade Improvement Fund

The Employer shall contribute fifty-five cents (\$0.55) for each hour earned by Ironworkers employed under this Agreement to the Ironworkers Trade Improvement Fund. This Fund will be administered by the Joint Trustees appointed by the Employers and the Union. Monies contributed will be used for the education or Apprentices, the testing of welders and any purpose deemed necessary and advantageous for the improvement of the trade. Rules governing the Joint Committee are deemed to form part of this Agreement.

2.12 Check Off - Field Dues

The Employer agrees to deduct an amount equal to three percent (3%) of the Journeyman gross hourly wage package (wages, statutory holiday and vacation pay, health and welfare and pension) for field dues for each hour earned by the Ironworker, regardless of classification, and forward same to the office of the Financial Secretary of the Ironworkers, Local 97, no later than the fifteenth (15th) day of the month following the month for which the deductions were made. (Please see rate sheet with benefits.)

Each Ironworker shall complete and sign an authorization for such deductions on commencement of employment.

2.13 Contract Administration Fund

The Parties agree that each Employer shall contribute the sum of thirteen cents (\$0.13) per hour worked on behalf of each employee working under the terms of this Agreement to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. It is agreed that the Union will collect and forward without exception all monies designated for the Contract Administration Fund and received in accordance with the standard remittance form to CLR. Payment to CLR shall be made by the Union no 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 remittance by each signatory contractor.

A representative of CLR so designated may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund. It is understood that any cost incurred in remittance notification or changes thereof shall be borne by CLR.

2.14 Jurisdictional Assignment Plan Fund

One cent (\$0.01) per hour worked for all classifications covered by this Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form and remitted by the fifteenth (15th) day of the month following that which contributions cover.

2.15 Rehabilitation Fund

Two cents (\$0.02) per hour worked by employees covered by this Agreement shall be paid monthly into the B.C. Construction Industry Rehabilitation Fund in accordance with the standard remittance form and remitted by the fifteenth (15th) day of the month following that which contributions cover.

2.16 Contributions and Deductions

- (a) "Fund remittances" means all contributions and deductions required under the collective agreement to be remitted by the Employer to the Union.

The contributions and deductions for all Fund Remittances must be received by the office of the Financial Secretary of Local 97 not later than the fifteenth (15th) day of the month following the month that such contributions cover. Fund Remittances by the Employer shall be made by cheque payable to the Local 97 Trust Fund and shall be accompanied by a completed unified remittance form copies of which shall be provided to all Employers by the Union. Health and Welfare and Pension contributions shall be remitted in accordance with the monthly Remittance Form. The Union shall forward these Fund Remittances in turn to the appropriate authority by the last day of the month following the month such contributions have been made on their behalf to the Administrator of the

appropriate fund.

(b) Penalties for Delinquent Payment of Contributions and/or Deductions

The Union will advise the Employer in writing within forty-eight (48) hours of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and Holidays, the Union may require a ten percent (10%) penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. Should an Employer have been previously in default under the provision of this Article, or if the Employer is newly signatory to this Agreement, the Union may require the following:

- (i) Require the Employer to provide proof of financial responsibility to the Union;
- (ii) Demand that the Employer deposit a bond or cash deposit of up to twenty-five thousand dollars (\$25,000.00) with Ironworkers Local 97 for use in default of payments;
- (iii) Such bond or cash deposit will be returned to the Employer with all interest for cash deposits when the Employer has satisfied all obligations in payment of wages and/or contributions and no members of the Union remain on the Employer's payroll.

(c) A business representative of the Union may inspect payroll and benefit accounting books during normal business hours and such inspection shall be only for the purpose of determining hours of work, rates of pay and contributions earned and paid for each employee. Such inspection shall not be reasonably denied.

(d) Special Grievance for Fund Remittance Delinquency

The grievance procedure outlined in Article 16 of the PLA for the KMP will be applied to resolve disputes for failure to remit funds and contributions. If the Employer has not paid all amounts due by the end of the expressed time limits, the grievance procedure in respect of that delinquency is deemed to be at Stage III and the Union may proceed to the arbitration process. The Union and the Employer shall, unless they agree otherwise, both request the appointed arbitrator to issue a decision without reasons together with any order that is a consequence of the decision, within one day after the conclusion of the hearing and, where reasons are appropriate, to issue reasons within twenty-one (21) days after the conclusion of the hearing.

ARTICLE 3 - VACATION AND STATUTORY HOLIDAYS

3.01 Holiday Pay shall be a total of twelve percent (12%) of the Ironworker's gross wages, consisting of six percent (6%) for annual holidays and six percent (6%) for statutory holidays to be accrued and paid to Ironworkers on the last regular pay cheque of the month or upon termination of employment if less than one (1) month.

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

ARTICLE 4 - FOREMEN

- 4.01** When two (2) or more Ironworkers are employed, one (1) or more shall be chosen by the Employer to act as Foreman. Foremen shall receive Foreman wages.
- 4.02** When only one (1) Ironworker is employed and the Employer places him in charge of the work, he shall receive Foreman wages. The Employer retains the right to employ one (1) Journeyman Ironworker at Journeyman wages.
- 4.03** All Foremen shall be members in good standing of Local 97.
- 4.04** The Employer may employ on one (1) job as many Foremen as the Employer deems necessary.
- 4.05** The Foreman shall be the only representative of the Employer to issue instructions to Ironworkers
- 4.06** **Welding Supervisors**

Direct supervision of Ironworker welding shall be done by Ironworker Foremen. Where the Employer deems it necessary to have welding supervised by a Welding Supervisor qualified in accordance with CSA W47.1 And CSA W59, he will, when available, employ a member of Local 97 who is a qualified CWB Welding Supervisor as the Foreman, if Local 97 has such a person available. At the Employer's option, the Welding Foreman may be a working or non-working foreman. The Foreman shall carry out such other Ironworker duties as the Employer may request.

The Employer may require that a qualified CWB Welding Supervisor who is not a member of the Union oversee the technical aspects of the welding work. In such case, the CWB Welding Supervisor will provide direction to the Ironworker Welding Foreman who will directly supervise the welding.

4.07 **Welders' Tests**

When the Employer orders an Ironworker Welder, the Employer shall specify the required Welder's certificate which the Ironworker Welder shall possess at the time of reporting for work at the work site. The required certificate must be valid for the length of the job or thirty (30) days, whichever is the least. Should the Employer, before or after the Ironworker Welder's arrival at the job site, require the Ironworker Welder to perform any additional testing, such testing will be taken on the Employer's time and any cost shall be borne by the Employer.

ARTICLE 5 – OVERTIME

- 5.01** Overtime pay for all hours worked on Saturday will be paid at 2X (double time).

ARTICLE 6 – SHIFTS

6.01 Shift Differential

A shift differential of six dollars (\$6.00) per hour will apply for each hour worked on second nine (9) ten (10), and eleven (11) hour shifts. Shift differential shall not apply on Saturdays, Sundays and Statutory holidays. The shift differential shall be pro-rated for pre-apprentices and apprentices.

| Apprentice Level | | Shift Differential |
|-------------------|-----|-----------------------|
| Pre-Apprentice | 55% | 3.30 |
| 0 - 750 hours | 65% | 3.90 |
| 751 - 1500 hours | 70% | 4.20 |
| 1501- 2250 hours | 75% | 4.50 |
| 2251- 3000 hours | 80% | 4.80 |
| 300 – 3750 hours | 85% | 5.10 |
| 3751 – 4500 hours | 90% | 5.40 |

ARTICLE 7 - PAYMENT OF WAGES

7.01 Wages shall be paid to each Ironworker on the job during working hours. Ironworkers shall be paid once in each week on a day to be agreed upon between the Employer and the Union. The parties agree to work together to implement a two-week pay cycle.

7.02 The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages, in order that the payroll may be prepared. An advance of seventy-five percent (75%) of wages earned in the first week, to a maximum of three hundred dollars (\$300.00) and four hundred dollars (\$400.00) for out-of-town jobs, will be provided to the Ironworker on the regular pay day of that week providing the Ironworker has requested such advance upon reporting to work. The union agrees to work with employer in the implementation of this article.

7.03 In the event an Ironworker covered by this Agreement ceases for any reason to be an employee of the Employer, he shall receive his Separation Certificate and be paid all his wages and holiday pay earned by him as follows:

(a) If the job is in the same area where the Employer is established or where a payroll department is set up, then the Ironworker shall be paid not later than one (1) working day after he ceases to be an employee, or the Employer will mail all accrued wages to an address designated in writing by the Ironworker no later than two (2) business days after he ceased to be an employee.

(b) If the job is not in the same area where the Employer is established or there is no payroll set up, then the Ironworker shall be paid, or the Employer will mail all accrued wages to an address designated in writing by the Ironworker no later than three (3) days after he ceases to be an employee.

7.04 When Ironworkers are not paid their wages in accordance with this clause, they shall be paid their hourly rate for four (4) hours out of each twenty-four (24) hour period spent by them waiting to be paid to a maximum of five (5) days. When circumstances beyond the control of the employer occur to cause delays in pay, employees will not receive this payment of wages.

ARTICLE 8 – OUT-OF-TOWN JOBS

- 8.01** If an Ironworker, through no fault of his own, is unduly delayed in traveling to or from the job on Employer supplied transportation, he shall be paid for the time so delayed at his regular rate of pay. The Union agrees to work with the employer in the implementation of this article.
- 8.02** When an Ironworker is injured on the job and is unable to return to work based upon a physician's recommendation, the injured Ironworker shall be paid for the balance of his shift not to exceed eight (8) hours.
- 8.03** Should an Ironworker suffer a work injury on an out-of-town job and a physician declares him unfit for work, the Employer shall pay the cost of transportation back to the point of dispatch; however, should the period of incapacity be a period of less than five (5) working days, the Employer may alternatively continue to pay the usual living out allowance or room and meal allowance.

ARTICLE 9 - WORKING CONDITIONS

- 9.01** An Ironworker is expected, at a minimum, to show up for work with the following:

| <u>Structural</u> | <u>Rebar</u> |
|-----------------------|--------------|
| Belt | Belt |
| Tape Measure | Reel |
| Pocket Knife | Pliers |
| 12" Adjustable Wrench | Side Cutters |
| 1 Bull Pin | |
| 1 Spud Wrench 1 1/4" | |

The Trade Improvement Committee may determine required tools by other sectors of the Ironworkers trade.

ARTICLE 10 - BUSINESS REPRESENTATIVE AND JOB STEWARD

- 10.01** The Union shall notify the Employer or Erection Superintendent in writing as to the name of the Job Steward and any change thereof.
- 10.02** The Union shall be notified in writing if a Job Steward is discharged for cause.
- 10.03** Under no circumstances shall Job Stewards or any Ironworker make any arrangements with the Foreman or Management, or vice versa, that will change or conflict in any way with any section of terms of this Agreement without consulting with the Business Manager and the Employer.

**Trade Section
Construction and Specialized Workers Union, Local 1611
(a.k.a. LABOURERS)**

ARTICLE 1 – HIRING AND NAME REQUEST

Dispatch and Hiring

- 1.01** The Union shall maintain a dispatch office(s) from which the Employer shall hire all Employees. The Union shall be given at least forty-eight (48) hours notice between Monday, 8:00 am, and Friday, 4:30 pm, to complete a dispatch request.
- 1.02** When Employees are required, including Foremen, only Union members having confirmation of dispatch from the Union shall be hired. Confirmation of dispatch shall require either a clearance slip, fax or email message from the Union.
- 1.03** (a) When Union members are not available in BC, then the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and tradespersons qualifications.
- (b) Employees hired in accordance with Article 1.03(a) shall have fourteen (14) calendar days in which to make application for Union membership, or shall be replaced by a Union member when available.
- 1.04** (a) If an Employee at any time ceases to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge the Employee forthwith.
- (b) The Union shall have the exclusive right to determine who is a member in good standing.

Name Request

- 1.05** Notwithstanding any/all contrary provisions of this Agreement, the Employer shall be permitted to hire, by name request, any Union member in good standing. Notwithstanding the foregoing, the Employer shall notify the Union of their intention to hire the Union member prior to such member's commencement of work.

General Provisions

- 1.06** (a) When Employees are hired as provided herein, they shall be considered an Employee of the Employer and shall be entitled to all Employee benefits.
- (b) When an Employee suffers a compensable injury, such Employee shall be entitled to re-employment with the same Employer upon receiving a clearance to return to work from his doctor or the WCB, provided the project is still in operation and there is work in the Employee's classification.

- 1.07** In the event of a reduction of the workforce on the Project, employees will be laid off in the following group order;
- (a)** Non-local residents who became members of the Union after the commencement of the Project.
 - (b)** Other non-local resident members of the Union.
 - (c)** Local resident members of the Union.
 - (d)** Job Stewards pursuant to Article 6

ARTICLE 2 – CLASSIFICATIONS AND WAGE RATES

2.01 The Employer shall pay wages, including premiums, if applicable, to every Employee governed by this Agreement in accordance with Schedules "A" and through "B" hereto. Such Schedules shall be deemed to be contained within and shall form a part of this Agreement.

Schedule "A" Industrial Projects

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

- 2.02**
- (a)** Where an Employee works one (1) or more shifts in a higher wage rate classification than that for which he was dispatched, such Employee shall be paid in accordance with such higher wage rate classification for such shift(s).
 - (b)** Where an Employee works in multiple wage rate classifications during his shift, such Employee shall be paid in accordance with the highest wage rate classification for the entire shift.

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

2.04 Carpenter Helper

A Carpenter Helper shall be defined as a Labourer who performs such work as the movement of material and equipment on installation and removal, including helping, assisting, or tending carpenters and their apprentices, including the handling, rigging, and signalling of formwork and other material being moved around the site from the drop point to Employer's designated stockpile, as defined as work within the Labourers' jurisdiction by the Umpire of the Jurisdictional Assignment Plan of BC.

2.05 Foremen

- (a)** If the Employer employs more than three (3) Employees under the jurisdiction of LIUNA on a project, a working Labourer Foreman shall be employed.
- (b)** If the Employer employs more than six (6) Employees under the jurisdiction of LIUNA on a project, a nonworking Labourer Foreman shall be employed.

- (c) If the Employer employs more than fifteen (15) Employees under the jurisdiction of LIUNA on a project, both a working Labourer Foreman and a nonworking Labourer Foreman shall be employed.

2.06 A Labourer Foreman shall be a member of the Union and shall be paid a premium of twelve percent (12%) over and above the highest classification being supervised.

Work Assignments

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

Driller Helper

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

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

SCHEDULE "A" • INDUSTRIAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS

Construction Craft Labourers

| | May 1/08 | May 1/09 | Apr. 1/10 | May 1/10 | May 1/11 |
|--|-----------------|-----------------|------------------|-----------------|-----------------|
| • watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman | 27.62 | 28.60 | 29.58 | | |
| • labourer , signalman, dumpman, swamper, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator | 27.89 | 28.87 | 29.85 | | |
| • bobcat loader, instrument man - utility 1, caulked and cemented joint tile and pipelayer, manholer, concrete saw, heat fusion machine, jackhammer, and hydro broom (under 1,000 psi) (wet and dry) | 28.17 | 29.15 | 30.13 | | |
| • signalman hook-up, vibrator, instrument man - utility 2, fallers on clearing, hydro broom (over 1,000 psi) (wet and dry), and 6" vibrator (when used by hand) | 28.44 | 29.42 | 30.40 | | |
| • first aid attendant level 2 | 28.55 | 29.53 | 30.51 | | |
| • first aid attendant level 2 with transportation endorsement | 28.66 | 29.64 | 30.62 | | |
| • first aid attendant level 3 | 28.77 | 29.75 | 30.73 | | |
| • concrete specialist | 30.89 | 31.87 | 32.85 | | |

Refer to Article 10.04 of the PLA for calculation of increases to wage rates, medical and pension contributions effective May 1, 2010 and May 1, 2011.

Apprentice Labourers

- refer to Article 8.00 - Apprentice Labourer Program

Premiums

| | | | |
|--|-------|-------|-------|
| • foreman premium (payable over and above highest classification being supervised) | 12.0% | 12.0% | 12.0% |
| • caisson premium (payable below twenty-five (25) feet) | 0.50 | 0.50 | 0.50 |
| • swing stage premium (payable above twenty-five (25) feet) | 0.40 | 0.40 | 0.40 |
| • helicopter premium (refer to Article 21.400) | 25.0% | 25.0% | 25.0% |
| • annual vacation and statutory holiday pay | 12.0% | 12.0% | 12.0% |

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

| <u>Construction Craft Labourers</u> | May 1/08 | May 1/09 | Apr. 1/10 | May 1/10 | May 1/11 |
|---|-----------------|-----------------|------------------|-----------------|-----------------|
| • driller helper, and assistant diamond driller | 26.10 | 27.08 | 28.06 | | |
| • labourer | 27.89 | 28.87 | 29.85 | | |
| • pneumatic driller (airleg, jackhammer types, etc.), groutman (headerman), and gunite potman | 28.44 | 29.42 | 30.40 | | |
| • gunite and grout gunite nozzleman, and air trac (all models) | 28.72 | 29.70 | 30.68 | | |
| • diamond driller, and tank driller | 28.99 | 29.97 | 30.95 | | |
| • high scaler | 29.27 | 30.25 | 31.23 | | |
| • rotary driller (air or hydraulic - under 6") | 29.82 | 30.80 | 31.78 | | |
| • powderman (with certificate) | 30.09 | 31.07 | 32.05 | | |

Refer to Article 10.04 of the PLA for calculation of increases to wage rates, medical and pension contributions effective May 1, 2010 and May 1, 2011.

Apprentice Labourers

- refer to Article 8.00 - Apprentice Labourer Program

Premiums

| | | | |
|---|-------|-------|-------|
| • foreman premium (payable over and above highest classification being supervised) | 12.0% | 12.0% | 12.0% |
| • caisson premium (payable below twenty-five (25) feet) | 0.50 | 0.50 | 0.50 |
| • swing stage premium (payable above twenty-five (25) feet) | 0.40 | 0.40 | 0.40 |
| • helicopter premium (refer to Article 21.400) | 25.0% | 25.0% | 25.0% |
| • annual vacation and statutory holiday pay | 12.0% | 12.0% | 12.0% |

ARTICLE 3 - ANNUAL VACATION AND STATUTORY HOLIDAY PAY

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

ARTICLE 4 – PAYMENT OF WAGES

4.01 The Employer shall, at least every second Friday, pay to each Employee all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment, provided that if a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Notwithstanding the foregoing, on projects where two (2) or more shifts are required, the second and third shift shall be paid at least every second Thursday.

4.02 (a) Payment of wages shall be made during working hours.

(b) The provisions of Articles 7.04, 7.05, and 7.06 shall also apply to the delinquent payment of wages.

4.03 (a) In the event that an Employee ceases to be an Employee of the Employer, for any reason, the Employer shall pay such Employee all monies (i.e., wages, annual vacation pay, statutory holiday pay, etc.) which are owing not later than the next day after the date of the cessation of employment.

(b) If a pay office is not established at the project concerned, then alternative arrangements shall be made with the Employee. These arrangements shall include suitable financial arrangements to enable such Employee to reach his point of hire, and in the event that such suitable financial arrangements include an advance of cash, such advance shall be deducted from the Employee's final pay cheque which shall be mailed to the Employee not later than the following working day, to an address designated by the Employee.

4.04 Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions. When circumstances beyond the control of the employer occur to cause delays in pay, employees will not receive this payment of wages.

ARTICLE 5 – OVERTIME SATURDAYS

5.01 Pursuant to Article 9.01 (b) in this Agreement, all hours worked on Saturdays shall be paid at two (2) times the applicable straight time rate.

ARTICLE 6 – SHIFT PREMIUMS

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

Day Shift: No shift premium.

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

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent (16.0%) for each hour worked on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked.

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

ARTICLE 7 – EMPLOYER CONTRIBUTIONS (HEALTH AND WELFARE, PENSION AND INDUSTRY FUNDS) AND EMPLOYEE DEDUCTIONS

7.01 The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of those Employees working under the terms of this Agreement. Refer to Schedule "C" attached hereto.

7.02 Such Employer remittance shall:

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

"Nil" Reports

- 7.03** 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.

Delinquent Remittance

- 7.04** In the event the Employer fails to remit Employer contributions and Employee deductions in the manner set forth in Article 7, such Employer shall be deemed to be delinquent and the Union shall notify the Employer accordingly, in writing.
- 7.05** A meeting between the Union and the Employer shall take place within three (3) working days of the Employer receiving a notice of delinquent payment from the Union.
- 7.06** In the event the matter is not resolved as a result of the meeting between the Union and Employer, the Union may, at its sole discretion, thereafter require payment by the Employer of all monies (wages, annual vacation and statutory holiday pay, Employer contributions, etc.) owing on a daily, weekly or bi-weekly basis. Alternatively, the Union may, at its sole discretion, also impose a ten percent (10%) penalty of the amount of the delinquent payment.

Remittance Report Forms

- 7.07** The Union shall supply Employers with the Remittance Report Forms, and the Union shall bear the cost of producing such Forms.

Construction and Specialized Workers' Medical and Benefit Plan of B.C.

- 7.08** The Employer shall provide a cheque to the CSW Medical and Benefit Plan, monthly, in the manner set out herein. The payment shall include the Employer contributions, industry funds, and employee deductions as stipulated, and pursuant to the effective dates, within Schedule "C" attached hereto.
- 7.09** Employer contributions shall be made to the CSW Medical and Benefit Plan of B.C. and the B.C. Labourers Pension Plan.
- 7.10** Industry funds are the CSW Training Society Fund, Labourers Advancement Fund, Contract Administration Fund, BCYT Fund, Rehabilitation Fund, Jurisdictional Assignment Plan, and the BCBCBTU Fund.
- 7.11** Employee deductions to include any initiation fees, monthly Union dues, and working dues as identified by the Union.
- 7.12** All Employer contributions, industry funds, and employee deductions for working dues, shall be contributed or deducted and remitted on all hours earned.

7.13 Upon receipt of the monies under 7.08, 7.09, 7.10 and 7.11 the Union shall distribute the Funds accordingly.

ARTICLE 8

APPRENTICE LABOURER PROGRAM (ALP)

An Apprentice Labourer Program (ALP) shall be established, implemented and maintained in accordance with the following provisions.

(A) Definitions and Classification

- (1)** A Construction Craft Labourer (CCL) shall be defined as an Employee who is being paid, as a minimum, the minimum straight time hourly wage rate applicable on the project for the Employee classification of Labourer.
- (2)** An Apprentice Labourer shall be defined as an Employee who is being paid less than the minimum straight time hourly wage rate applicable on the project for the Employee classification of Labourer.
- (3)** All Union members who meet the definition of a CCL as of October 31, 2005, shall be classified as such. Likewise, all Union members who meet the definition of an Apprentice as of October 31, 2005, shall be classified as such. The wage rate being paid to an Employee as of October 31, 2005, shall be the sole determinant of the classification.

(B) Dispatch and Hiring

- (1)** When an Employer requests the Union to dispatch an Apprentice, the Employer shall indicate an approximate wage rate range for such Apprentice and the Union shall dispatch an Apprentice within such range if it is able to do so. In the event the Union is unable to do so, the Union shall advise the Employer accordingly and reserves the right to offer to dispatch a CCL or a higher/lower rate Apprentice as an alternative. Notwithstanding the foregoing, the Union retains the right to determine the wage rate payable to any Apprentice upon dispatch, and the Employer retains the right to reject any alternative dispatch.
- (2)** Notwithstanding item (B) (1), the Employer retains the right to recruit and hire an Apprentice from any source available. Notwithstanding the foregoing, such an Apprentice shall become a Union member and complete all necessary related paperwork within two (2) weeks of his commencement of work. The Employer reserves the right to determine the wage rate payable to any such Apprentice upon hire, and the Union shall not unreasonably refuse to accept any such Apprentice as a member.
- (3)** The Union retains the right to determine or re-determine the status of any member at any time for dispatch purposes.
- (4)** No representative of the Union shall, at any time, either advise and/or imply to an employed Apprentice that a higher wage rate employment opportunity with a different Employer is or may be available either at present or in the future. The intent of the foregoing is to prevent the Union from soliciting employed Apprentices to switch Employers. Notwithstanding the foregoing, the Union retains the right to offer whatever advice it may deem appropriate to any Apprentice who initiates a discussion pursuant to item (C) (3).

(C) Wage Rates and Pension Contributions

- (1) (a) The minimum straight time hourly wage rate payable to an Apprentice Labourer shall be thirteen dollars (\$13.00) per hour.

(b) The minimum straight time hourly wage rate payable to an Apprentice Concrete Specialist, shall be sixteen dollars (\$16.00) per hour.
- (2) The Employer shall retain sole authority to determine the timing and amount of future increases to an Apprentice's straight time hourly wage rate. The foregoing shall apply for Apprentices dispatched by the Union in accordance with item (B) (1) as well as for Apprentices recruited by the Employer in accordance with item (B) (2).
- (3) Notwithstanding item (C) (2), in the event an apprentice believes he is deserving of an increase the Apprentice may contact the Union and discuss his options.
- (4) All Employer contributions are required for Apprentices with the exception of the pension contribution, which shall be:

 - (a) waived for Apprentices being paid less than eighteen dollars and fifty cents (\$18.50) per hour.
 - (b) one dollar and twenty-five cents (\$1.25) per hour for Apprentices paid eighteen dollars and fifty cents (\$18.50) per hour or greater.
- (5) Wage rates, medical and pension contribution increases effective May 1, 2010, and May 1, 2011, shall apply as per Article 9.04.

(D) Employment Ratios

An Employer may employ one (1) Apprentice Labourer for every two (2) CCLs employed. Employment ratios shall apply on a company wide basis.

(E) Establishment of an ALP

In the event that the Union and CLR establish an Apprentice Labourer Program, it will replace the language herein, and form part of this Agreement.

SCHEDULE "C"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
EFFECTIVE DATE: MAY 1, 2008

EMPLOYER CONTRIBUTIONS:

| | Apprentices at: less than \$18.50/hour | Apprentices at: \$18.50/hour or more | All Other Classifications |
|--|---|---|------------------------------|
| Health and Welfare Plan | \$ 2.00 | \$ 2.00 | \$ 2.00 |
| Pension Plan | 0.00 | 1.335 | 2.67 |
| CSW Medical and Benefit Plan of BC | \$ 2.00 | \$ 3.335 | \$ 4.67 |
| Industry Funds: | | | |
| CSW Training Society Fund | 0.35 | 0.35 | 0.35 |
| Labourers Advancement Fund | 0.45 | 0.45 | 0.45 |
| Contract Administration Fund | 0.13 | 0.13 | 0.13 |
| BCYT Fund | 0.10 | 0.10 | 0.10 |
| Rehabilitation Plan | 0.02 | 0.02 | 0.02 |
| Jurisdictional Assignment Plan | 0.01 | 0.01 | 0.01 |
| BCBCBTU Fund | 0.01 | 0.01 | 0.01 |
| <u>Industrial Projects (paid on "hours earned")</u> | | | |
| Total: Straight Time Hours | \$ 3.07 | \$ 4.405 | \$ 5.74 |
| Total: Time and One-Half Overtime Hours | \$ 4.605 | \$ 6.61 | \$ 8.61 |
| Total: Double Time Overtime Hours | \$ 6.14 | \$ 8.81 | \$11.48 |

EMPLOYEE DEDUCTIONS (Union Dues):

Industrial Projects (paid on "hours earned")

| | | | |
|--|-----------------|-----------------|-----------------|
| Total: Straight Time Hours | \$ 0.85 | \$ 0.85 | \$ 0.85 |
| Total: Time and One-Half Overtime Hours | \$ 1.275 | \$ 1.275 | \$ 1.275 |
| Total: Double Time Overtime Hours | \$ 1.70 | \$ 1.70 | \$ 1.70 |

SCHEDULE "C"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
EFFECTIVE DATE: MAY 1, 2009

| <u>EMPLOYER CONTRIBUTIONS:</u> | Apprentices at: less than \$18.50/hour | Apprentices at: \$18.50/hour or more | All Other Classifications |
|--|---|---|--------------------------------------|
| Health and Welfare Plan | \$ 2.07 | \$ 2.07 | \$ 2.07 |
| Pension Plan | 0.00 | 1.375 | 2.75 |
| CSW Medical and Benefit Plan of BC | \$ 2.07 | \$ 3.445 | \$ 4.82 |
| Industry Funds: | | | |
| CSW Training Society Fund | 0.35 | 0.35 | 0.35 |
| Labourers Advancement Fund | 0.45 | 0.45 | 0.45 |
| Contract Administration Fund | 0.13 | 0.13 | 0.13 |
| BCYT Fund | 0.10 | 0.10 | 0.10 |
| Rehabilitation Plan | 0.02 | 0.02 | 0.02 |
| Jurisdictional Assignment Plan | 0.01 | 0.01 | 0.01 |
| BCBCBTU Fund | 0.01 | 0.01 | 0.01 |
| | | | |
| <u>Industrial Projects (paid on "hours earned")</u> | | | |
| Total: Straight Time Hours | \$ 3.14 | \$ 4.515 | \$ 5.89 |
| Total: Time and One-Half Overtime Hours | \$ 4.71 | \$ 6.77 | \$ 8.835 |
| Total: Double Time Overtime Hours | \$ 6.28 | \$ 9.03 | \$11.78 |

EMPLOYEE DEDUCTIONS (Union Dues):

Industrial Projects (paid on "hours earned")

| | | | |
|--|-----------------|-----------------|-----------------|
| Total: Straight Time Hours | \$ 0.85 | \$ 0.85 | \$ 0.85 |
| Total: Time and One-Half Overtime Hours | \$ 1.275 | \$ 1.275 | \$ 1.275 |
| Total: Double Time Overtime Hours | \$ 1.70 | \$ 1.70 | \$ 1.70 |

SCHEDULE "C"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
EFFECTIVE DATE: APRIL 1, 2010

| <u>EMPLOYER CONTRIBUTIONS:</u> | Apprentices at: less than \$18.50/hour | Apprentices at: \$18.50/hour or more | All Other Classifications |
|--|---|---|--------------------------------------|
| Health and Welfare Plan | \$ 2.17 | \$ 2.17 | \$ 2.17 |
| Pension Plan | 0.00 | 1.40 | 2.80 |
| CSW Medical and Benefit Plan of BC | \$ 2.17 | \$ 3.57 | \$ 4.97 |
| Industry Funds: | | | |
| CSW Training Society Fund | 0.35 | 0.35 | 0.35 |
| Labourers Advancement Fund | 0.45 | 0.45 | 0.45 |
| Contract Administration Fund | 0.13 | 0.13 | 0.13 |
| BCYT Fund | 0.10 | 0.10 | 0.10 |
| Rehabilitation Plan | 0.02 | 0.02 | 0.02 |
| Jurisdictional Assignment Plan | 0.01 | 0.01 | 0.01 |
| BCBCBTU Fund | 0.01 | 0.01 | 0.01 |
| <hr/> | | | |
| <u>Industrial Projects (paid on "hours earned")</u> | | | |
| Total: Straight Time Hours | \$ 3.24 | \$ 4.64 | \$ 6.04 |
| Total: Time and One-Half Overtime Hours | \$ 4.86 | \$ 6.96 | \$ 9.06 |
| Total: Double Time Overtime Hours | \$ 6.48 | \$ 9.28 | \$12.08 |

EMPLOYEE DEDUCTIONS (Union Dues):

All Industrial Projects (paid on "hours earned")

| | | | |
|--|-----------------|-----------------|-----------------|
| Total: Straight Time Hours | \$ 0.85 | \$ 0.85 | \$ 0.85 |
| Total: Time and One-Half Overtime Hours | \$ 1.275 | \$ 1.275 | \$ 1.275 |
| Total: Double Time Overtime Hours | \$ 1.70 | \$ 1.70 | \$ 1.70 |

NOTE: INCREASES TO HEALTH AND WELFARE PLAN AND PENSION PLAN CONTRIBUTIONS AS PER ARTICLE 10.04 OF THE PLA EFFECTIVE MAY 1, 2010 AND MAY 1, 2011.

**Trade Section
Lathers, District Council 38, Local 2009**

ARTICLE 1 - HIRING AND MOBILITY OF WORKFORCE

1.01 Union Members

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

1.02 Name Requests

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

1.03 Dispatch

- (a) The Union shall take the lead role in identifying and securing qualified prospective Employees, and shall dispatch such Employees to the Employer upon request. Notwithstanding the foregoing, the Employer shall retain the right to refuse employment to an individual dispatched by the Union if the Employer does not believe that such an individual would be able to productively contribute within the Employer's existing operational methods and structure.
- (b) If the Union is unable to fill an Employer's dispatch request within twenty-four (24) hours of receiving such request, the Employer may hire and continue to employ one (1) or more individuals for a period of up to three (3) months who are not Union members in good standing. The Union shall accept such individuals into its membership upon request by the Employees, unless it has a legitimate reason not to do so. If not accepted into membership by the Union, after such period, the Union may direct the Employer, in writing, to terminate the employment of such individuals upon the completion of the project on which they are working, and the Employer shall comply with such direction.

ARTICLE 2 – MONETARY PACKAGE INCREASES

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

Industrial Projects

June 2, 2006.....\$ 2.92 per hour

May 1, 2007..... \$ 1.75 per hour

May 1, 2008..... \$ 1.75 per hour

May 1, 2009..... \$ 1.75 per hour
April 1, 2010.....\$ 0.50 per hour
Total Increase..... \$ 8.67 per hour

ARTICLE 3 – WAGES AND PREMIUMS

3.01 Minimum Straight Time Hourly Wage Rates

The schedules of minimum straight time hourly wage rates as provided for within the DC # 38, Local 2009 Lathers Break-Down Sheet, shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Articles 3.02 through Article 3.04 for important clarifications and exceptions.

3.02 First Aid Attendant

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

3.03 Swing Stage and Bosun Chair

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

3.04 Scaffold Erection/Dismantling

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

ARTICLE 4 – EMPLOYEE CLASSIFICATIONS

4.01 Foremen

- (a) A Foreman shall be defined as an Employee who issues orders or gives direction to other Employees. All direction given to an Employee(s) shall be provided by the Foreman to whom such Employee(s) is regularly assigned. When more than six (6) Employees are employed, a “non working” Foreman shall be employed. The Employer shall not divide Employees into several crews for the purpose of not having to employ a “non working” Foreman.
- (b) The minimum straight time hourly wage rate for a Foreman shall be one hundred and fifteen percent (115%) of the applicable Journey person minimum straight time hourly wage rate on the project. In addition to such rate, a Foreman shall also be paid all other premiums (i.e. holiday pay, overtime, etc.) which otherwise apply in accordance with this Agreement.

4.02 Apprentices

- (a) Employers shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Journeyman on the project. 1st Term (55%), 2nd Term (60%), 3rd Term (65%), 4th Term (70%), 5th Term (75%), 6th Term (80%), 7th Term (85%), 8th Term (90%)
- (c) The April 2007 arbitration award rendered by Mr. Michael Fleming and the Letter of Understanding Re: Carpenter Apprenticeship Standards, signed by the parties on April 13, 2007, which was provided for within such award, shall also apply to the employment of Apprentices pursuant to this Agreement and the advancement of such Apprentices from one (1) Term to the next. In particular, the parties agree that such award shall be strictly adhered to by all Locals of the Union throughout the province and shall apply to all work governed by this Agreement. Copies of the Letter of Understanding Re: Carpenter Apprenticeship Standards can be obtained from either the Union or CLR.

4.03 Material Handlers/Pre-Apprentices

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

ARTICLE 5 – ANNUAL VACATION AND STATUTORY HOLIDAYS

5.01 Vacation Pay and Statutory Holiday Pay

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

5.02 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.

ARTICLE 6 – EMPLOYER CONTRIBUTIONS

The schedules of Employer contributions as provided for within the DC # 38, Local 2009 Lathers Break-Down Sheet attached hereto shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of “hours worked”.

6.01 Union Benefit Plan

The Employer shall contribute the required amount(s) to the Union Benefit Plan in the manner set forth in Article 9. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the DC #38, Local 2009 Lathers Break-Down Sheet attached hereto.

6.02 Union Pension Plan

- (a) The Employer shall contribute the required amount(s) to the Union Pension Plan in the manner set forth in Article 9. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the DC #38, Local 2009 Lathers Break-Down Sheet attached hereto.
- (b) The required Employer contribution to the Union Pension Plan on behalf of Apprentices shall be the applicable percentage of the required Employer contribution for Journeypersons in accordance with the following schedule. 1st Term (55%), 2nd Term (55%), 3rd Term (55%), 4th Term (55%), 5th Term (75%), 6th Term (75%), 7th Term (75%), 8th Term (75%)
- (c) No Employer contribution to the Union Pension Plan shall be required on behalf of Material Handlers/Pre-Apprentices.

ARTICLE 7 – EMPLOYEE DEDUCTIONS

7.01 Field Dues

The Employer shall deduct such hourly amount for Field Dues as directed by the Union, and shall forward such deductions to the Union in the manner set forth in Article 9. Field Dues shall be deducted from every Employee who has authorized such deduction.

7.02 Local Union Check-Off

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

ARTICLE 8 – BONDING AND PAYROLL FAILURES

- 8.01** 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.

- 8.02** 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 9 - 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.

9.01 General Provisions

- (a) 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 the DC #38, Lathers 2009 Break-Down sheet attached hereto.
- (b) Such Employer remittance shall:
 - (i) be made by a single payment, payable to the Union 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
 - (ii) be accompanied by a correctly completed Monthly Report to the Administrator, and
 - (iii) be received by the Union not later than the fifteenth (15th) day of the month following that for which such payments are payable.

9.02 "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.

9.03 Delinquent Remittance

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.

9.04 Monthly Report to the Administrator

The Union shall supply Employers with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 Notice of Termination

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

10.02 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Journeyperson who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

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

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

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

ARTICLE 11 - WORKING CONDITIONS

11.01 Tools, Equipment and Protective Clothing

- (a) The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time.
- (b) The cost of transporting an Employee's tools shall be paid for by the Employer. Notwithstanding the foregoing, although Employees will normally take their tools with them, when the Employer makes other arrangements for transporting an Employee's tools such Employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick Employee to the Employee's point of dispatch.
- (c) 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.
- (d) When the Employer takes Employees' saws to be filed in a shop, every effort shall be made to take them to a Union shop. In the event that saw(s) are lost, the Employer shall replace these with new saw(s) of equal quality.

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

11.02 Insurance

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

Lathers, District Council 38, Local 2009 Wage Break-Down Sheet

| Classification | Employer Paid Amounts | | | | | DC #38 Local 2009 Lathers |
|-----------------|-----------------------|--------|----------|----------------|---------------------|---------------------------|
| | Base Rate | H&W | Pension | Combined Funds | Total Paid Per Hour | |
| Foreman (115%) | \$ 33.93 | \$1.65 | \$2.340 | \$0.565 | \$4.550 | |
| JM (100%) | \$ 29.50 | \$1.65 | \$2.340 | \$0.565 | \$4.550 | |
| 8th. Term (90%) | \$ 26.55 | \$1.65 | \$ 1.755 | \$0.565 | \$3.965 | |
| 7th. Term (85%) | \$ 25.08 | \$1.65 | \$ 1.755 | \$0.565 | \$3.965 | |
| 6th. Term (80%) | \$ 23.60 | \$1.65 | \$ 1.755 | \$0.565 | \$3.965 | |
| 5th. Term (75%) | \$ 22.13 | \$1.65 | \$ 1.755 | \$0.565 | \$3.965 | |
| 4th. Term (70%) | \$ 20.65 | \$1.65 | \$1.290 | \$0.565 | \$3.500 | |
| 3rd. Term (65%) | \$ 19.18 | \$1.65 | \$1.290 | \$0.565 | \$3.500 | |
| 2nd. Term (60%) | \$ 17.70 | \$1.65 | \$1.290 | \$0.565 | \$3.500 | |
| 1st. Term (55%) | \$ 16.23 | \$1.65 | \$1.290 | \$0.565 | \$3.500 | |
| Pre-App. (50%) | \$ 14.75 | \$1.65 | N/A | \$0.565 | \$2.210 | |

| Classification | Deducted From The Employee | | | Total Remitted / Hour |
|-----------------|----------------------------|-------------------------|--------------------|-----------------------|
| | Admin. Dues | Total Deducted Per Hour | Basic Monthly Dues | |
| Foreman (115%) | \$0.59 | \$0.59 | \$23.70 | \$5.140 |
| JM (100%) | \$0.59 | \$0.59 | \$23.70 | \$5.140 |
| 8th. Term (90%) | \$0.53 | \$0.53 | \$23.70 | \$4.495 |
| 7th. Term (85%) | \$0.50 | \$0.50 | \$23.70 | \$4.465 |
| 6th. Term (80%) | \$0.47 | \$0.47 | \$23.70 | \$4.435 |
| 5th. Term (75%) | \$0.44 | \$0.44 | \$23.70 | \$4.405 |
| 4th. Term (70%) | \$0.41 | \$0.41 | \$23.70 | \$3.910 |
| 3rd. Term (65%) | \$0.38 | \$0.38 | \$23.70 | \$3.880 |
| 2nd. Term (60%) | \$0.35 | \$0.35 | \$23.70 | \$3.850 |
| 1st. Term (55%) | \$0.33 | \$0.33 | \$23.70 | \$3.830 |
| Pre-App. (50%) | \$0.30 | \$0.30 | \$23.70 | \$2.510 |

| Combined Funds | |
|-----------------|----------------|
| AWCC | \$ 0.010 |
| CLR ADMIN. FUND | \$0.130 |
| DC#38 JTB | \$0.405 |
| REHAB. PLAN | \$0.020 |
| TOTAL | \$0.565 |

| Notes | 1-May-09 |
|--|--|
| Basic monthly dues are to be deducted and remitted every month. All remittances are based on hrs. worked. Sample Calculations: JM..... 160 Hrs. X \$5.140 = \$822.40 8th. Term 160 Hrs. X \$4.495 = \$719.20 4th. Term 160 Hrs. X \$3.910 = \$625.60 Pre-App. 160 Hrs. X \$2.150 = \$401.60 | JM Wage Increase \$1.34 per. Hour Holiday Pay @ 12% Total \$1.50 per Hour |

Trade Section Millwrights, Local 2736

ARTICLE 1 – REFERRALS

1.01 When millwrights are required, foreman and general foreman excepted, they shall be hired through the Millwrights Local 2736. In addition, when the Employer requires Millwrights, the Employer shall have the right of choice of selection of the first two (2) Millwrights required per shift and shall have the right to name hire on the basis of fifty percent (50%) thereafter. The Employer agrees to employ only members in good standing of the Union as long as the Union can supply members in sufficient numbers to take care of the Employer's needs. Should the Union be unable to fulfill an order within one (1) working day, the Employer may obtain such workmen elsewhere, it being understood that such workmen, by meeting Union Tradesmen Qualifications, shall join the Union within thirty (30) days and remain a member in good standing of the Union as a condition of continuing employment.

ARTICLE 2 – WAGES AND OTHER EARNINGS

2.01 Hourly Wage Rates

- (a) The minimum hourly wage rate for a Millwright Journeyman shall be found in Appendix "A" attached herein.
- (b) Foreman rates will be journeyman rates plus \$4.50 per hour.
- (c) General Foreman rates will be journeyman rates plus \$6.50 per hour.
- (d) Tool Allowance and Inclement Weather Gear (rubber boots & rain gear):

Each member shall receive fifteen-cents (\$0.15) per hour for tool allowance and inclement weather gear (rubber boots & rain gear), which has been incorporated into the wage rates as noted in the increase to the tool allowance, is included in the Total Package Adjustment presented in Appendix "A".

2.02 First Aid Attendant:

Members who act as first aid attendants shall receive seventy- five cents (\$0.75) per hour above their wage rate.

2.03 Apprentices:

All references to Millwright Apprentices shall be governed by the Regulations of the Industry Training Act (ITA), excepting the wage rates, as they affect the trade of Millwrighting.

Apprentice Millwrights shall be paid on a percentage of the basic Journeyman rate as follows:

| | | |
|--|-----|-----|
| 1st year | | 55% |
| after six months served and completed | 60% | |
| 2nd year (following successful completion of exam | | 65% |
| after six months served and completed | 70% | |
| 3rd year (following successful completion of exam) | | 75% |
| after six months served and completed | 80% | |

4th year (following successful completion of exam) 85%
after six months served and completed 90%

2.04 Apprentice Ratio:

- (a) All apprentices employed under the terms of this agreement shall be members in good standing of the Millwright Union. All apprentices will be indentured to the Millwrights Local Union 2736 and shall be placed on jobs that will provide a full and complete apprenticeship.
- (b) The maximum ratio of apprentices to journeymen millwrights on the job will be one (1) apprentice to the first two (2) journeymen and one (1) additional apprentice to every four (4) thereafter.
- (c) When Employers do not have the ratio of apprentices as outlined above, the Union will assist with the placement of unemployed indentured apprentices at the first opportunity, as long as it is practicable and suits the Employers job order needs.
- (d) All apprentices shall work with the tools of the trade and shall only do work customarily done by millwrights, it being understood that each apprentice shall be under the supervision of a journeyman
- (e) The Employer shall give preference of re-employment to an apprentice following an assigned session of vocational school, if work is available.

2.05 Vacation Pay and Statutory Holiday Pay

Vacation pay (6%) and statutory or general holiday pay (6%) shall be combined in an amount equal to (12%). These amounts shall include any additional statutory holiday or general holiday, which may be declared by the Federal and/or Provincial Governments.

These amounts shall be paid on the gross hourly earnings of each member on each pay cheque.

2.06 All overtime hours worked on Saturdays will be paid at double time.

2.07 Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.

2.08 No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.

ARTICLE 3 - MONTHLY REMITTANCES AND FUND CALCULATIONS

3.01 Notwithstanding any provisions of this Agreement or any other document, including any document respecting the establishment or administration of the said Funds listed herein, the Employer's liability to the said Funds shall be limited to remittance of the monetary Contributions in the manners and at the times set out herein.

3.02 The Employer shall pay two dollars and seventy and one half (\$2.705) cents per hour to the Trustees of the Millwrights Union Local 2736 Health Benefits Plan on or before the fifteenth (15th) of the month for all hours earned in the previous month. The Cheque shall be payable to Millwrights Local 2736 Health Benefit Plan.

- 3.03 The Employer shall pay three dollars (\$3.00) per hour to the Trustees of the Millwrights Union 2736 Pension Fund on or before the fifteenth (15th) of the month for all hours earned in the previous month.
- 3.04 The Employer shall pay one dollar and four cents (\$1.04) per hour to the Administrator of Millwrights Union 2736 for the following Industry Funds on or before the fifteenth (15th) of the month for all hours earned in the previous month.

Industry Funds

| | |
|--|----------------|
| Millwrights Apprenticeship & Training Fund | \$0.335 |
| Jurisdictional Assignment Plan (JAP) | \$0.010 |
| BC Construction Industry Rehabilitation Plan (CIRP) | \$0.020 |
| Millwrights Joint Advisory Fund M.J.A.C. | \$0.005 |
| Millwrights Administration Fund | \$0.440 |
| CLR Contract Administration Fund | \$0.130 |
| Millwrights Organizing Fund | \$0.100 |
| BCBCBTU Fund | \$0.010 |
| Sub Total | \$1.040 |

3.05 The Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour effective June 14, 2002, for all hours earned as established in the collective agreement by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

3.06 The Employer shall remit to the Administrator of, Millwrights Union Local 2736 all Employer contributions and Employee deductions required under the terms of this Agreement, on or before the fifteenth (15th) of the month for all hours earned in the previous month, on account to the following funds.

3.07 Delinquent Payments

- (a) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
- (b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays, and Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment.

3.08 CLR Contract Administration Fund

(a) The Union shall collect all Employer contributions designated to the Construction Labour Relations Association of B.C. Contract Administration Fund, and in turn shall forward such contributions directly to CLRA, or its successor. The contributions shall be forwarded to CLRA not later than the last working day of the month following that for which such contributions are payable.

The CLRA contributions shall be accompanied by a form, which shall include at least the following information:

- (i) name of each Employer from whom contributions were collected
- (ii) amount collected from each individual Employer,
- (iii) total amount collected,

- (iv) period for which contributions are payable.
- (b) The Union shall be entitled to deduct an amount equal to sixty-six dollars (\$66.00) of the total Employer contributions collected, to cover administration costs, prior to forwarding such contributions.
- 3.09 The Field Dues as determined by the Union shall be deducted from wages. This amount shall be deducted from each Employee's pay cheque and remitted in the manner outlined in Article 3.06.
- 3.10 The Union shall provide the CLRA and Employers with thirty (30) days written notice prior to implementing any changes in the amounts of any Employee deductions.
- 3.11 The Millwright Apprenticeship and Millwright Joint Advisory Funds shall be equally and jointly trusted by representatives appointed by CLRA and Millwrights Local 2736 respectively.
- 3.12 The BC Jurisdictional Plan and the Rehabilitation Plan (CIRP), are governed by Boards of Trustees appointed on an equal basis by BCBCBTU and CLRA.

ARTICLE 4 - SHIFT WORK

4.01 Shift Premiums (for scheduled nine (9) or ten (10) hour shifts only)

- (a) The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Millwright who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

| | |
|------------------|---|
| Day Shift: | No premium |
| Afternoon Shift: | Six dollars (\$6.00) per hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked. |
| Night Shift: | Six dollars (\$6.00) per hour worked on any shift which commences between 8:30 pm. and before 1:01 a.m. Second and subsequent meal breaks are not considered to be hour worked. |

- (b) Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These shift premiums will not be paid for Saturday, Sunday or Statutory Holidays.
- (c) Where a shift is commenced and has run for at least the two (2) consecutive days referred to above, should the shift terminate in the middle of the week, or an employee hires on in a week in which a shift ends, affected employee(s) shall only be entitled to shift premium on regular hours of work.

- (d) By mutual agreement, shifts may be established for periods of less than two (2) consecutive regular working days and in such an event, the deemed overtime that would otherwise be payable shall not apply.

- 4.02 For shift premiums for scheduled 11 and 12-hour shifts, refer to the standard agreement.
- 4.03 On Saturdays, Sundays and Statutory Holidays, Overtime Rates shall apply except for the 2nd Meal period. Shift differentials on Saturdays, Sundays and Statutory Holidays shall be at straight time rates. This excludes the \$6.00 shift premium on nine (9) and ten (10) hour shifts.

ARTICLE 5 - PAYMENT CONDITIONS

- 5.01 Wages shall be paid weekly by cheque or cash, not later than the last day of the regular work week before quitting time. The Union will give consideration to employers who utilize a bi-weekly payroll system.
- 5.02 Not more than five (5) days' pay shall be held back.
- 5.03 All wages due, E.I. Separation Certificate and "Completed" Apprenticeship Book where applicable shall be given to the employee upon termination. When the pay office is not located at the job site, the employee's wages and E.I. Separation Certificate will be mailed to him within three regular working days, or, arrangements can be made to pick them up at the Employer's Office the next working day.
- 5.04 Failing in 5.01 due to the Employers' non-compliance the Employer shall pay to the employee a sum equal to eight (8) hours at the employee's regular rate for each twenty-four (24) hour delay. When circumstances beyond the control of the Employer occur to cause delays in pay, employees will not receive this payment of wages.

Where it can be clearly shown that a clerical error has occurred, the Employer shall not be penalized, provided the error is corrected within two (2) working days from the time of notification subject to conditions as spelled out in this article.

ARTICLE 6 - NOTICE OF TERMINATION OF EMPLOYMENT

- 6.01 When an employee's employment is terminated by the Employer, a minimum of one (1) hour verbal notice shall be given to the affected employee. Within that time the employee shall use such period as he may deem to clear his affairs, i.e. tools, tool crib, accommodation, belongings, etc.
- 6.02 When an employee is notified of his termination the respective steward shall be notified.
- 6.03 When a layoff occurs, Members of the Local Union, Party to this Agreement, shall be given preference of employment over permit or applicant members in the work for which they are qualified, furthermore, Millwright Members from other Local Unions of the Brotherhood shall also be given preference over applicant personnel in the work in which they are qualified. This article will apply except by mutual agreement between the Employer and the Union.

ARTICLE 7 - TOOLS & WORKING CONDITIONS

7.01 A lock up shall be provided exclusively for members. The lock-up shall have a minimum of fifteen (15) square feet of floor space per member to be used for trades persons' tools, for drying clothes and dressing room, as well as lunch room. The lock-up shall have tool racks, table and chairs with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provisions for continuous heat 24 hours a day. Where shifts are to be operated, an exclusive lock-up for trades persons' tools on each shift will be provided. The same provisions as above to prevail. The Employer shall be responsible for having tool lock-up cleaned out daily and kept clear of building materials and other paraphernalia. Such lock-up shall be situated either on the ground or not higher than the first floor of the building.

7.02 The Employer must assure the safety of members' tools and working apparel against fire and burglary or loss over water or such other areas where tools cannot be retrieved while in the Employer's employ and in event of loss thereby replace same. If so requested by the Employer, the member will submit to the superintendent or company representative an inventory of tools and working apparel on the job.

7.03 The following tools or their equivalents must be provided by the Millwright:

- 1 - 6" or 8" Millwright Level
- 1 - 10' Steel Tape
- 1 - Feeler and Taper Gauge
- 1 - Ball Peen Hammers to 2 lb.
- 1 - Pair Side Cutters
- 1 - 6" Vernier
- 1 - Set Allen Head Wrenches
- 1 - Set Assorted Screwdrivers
- 1 - 6" Precision Scale
- 1 - Scriber
- 1 - Centre Punch
- 1 - Dial Indicator
- 1 - 1" Micrometer
- 2 - Plumb Bobs
- 1 - Hack Saw
- 1 - Pair Comb. Pliers
- 1 - Pair 10" Snips
- 1 - Set Adjustable Wrenches to 12"
- 1 - Set ½" Drive Sockets to 1-1/4"
- 1 - Set Combination Wrenches to 1-1/4"
- 1 - Pair Vise Grip Pliers
- 1 - 12" Full Comb Precision Square
- 1 - Tool Box

The employee's tools shall be subject to verification by the Employer upon employment.

All other necessary tools shall be provided by the Employer. The tools of an employee starting a job shall be in good condition and shall be kept so on the Employees time.

7.04 Apprentices shall be required to supply precision tools, such as a micrometer, dial indicator or precision levels, as befits their experience.

7.05 Employees who are working, or are offered the number of hours of employment provided by this Agreement, shall not engage in their trade or any other work for payment on other projects after hours excepting on their own premises.

7.06 All work within the scope of this Agreement requiring precision tools, qualifications, skills and ability of a Millwright, shall be performed by members of the Union. Millwrights will not be requested to loan their tools or use their motor vehicles in a manner, which is unfair to other members or against the best interests of the Union.

7.07 When the Union requests in writing that a member be granted leave of absence from the project to attend Union business, permission to do so shall not be withheld except for valid reasons: it being understood that such leave is without pay and the member will not jeopardize his/her continued employment.

7.08 Foremen

All personnel designated by the Employer as Millwright Foreman or General Foreman to supervise Millwrights and/or other workers and placed in charge of work shall be a journeyman member of the Union. All instructions given to members shall be given by the Millwright Foreman or the General Foreman. Where more than six (6) members are employed, a non-working Millwright Foreman shall be employed.

APPENDIX "A"

**INDUSTRIAL BREAKDOWN
(Effective May 1, 2008)**

Hourly Wage Rates

| | |
|----------------------------|---------|
| Millwright General Foreman | \$39.61 |
| Millwright Foreman | \$37.61 |
| Millwright Journeyman | \$33.11 |

Millwright Apprentices:

| | | | |
|-------|-----|-----|---------|
| Month | 1st | 55% | \$18.21 |
| | 2nd | 60% | \$19.87 |
| | 3rd | 65% | \$21.52 |
| | 4th | 70% | \$23.18 |
| | 5th | 75% | \$24.83 |
| | 6th | 80% | \$26.49 |
| | 7th | 85% | \$28.14 |
| | 8th | 90% | \$29.80 |

Contributions (Effective May 1, 2008)

| | |
|--|----------------|
| Health & Welfare | \$ 2.705 |
| Pension | \$ 3.00 |
| Joint Adv. Appr. & Admin. | \$ 1.01 |
| Rehab Fund | \$.02 |
| Jurisdictional Assign. Plan | \$.01 |
| Field Dues <i>*** (Employee Deduction) ***</i> | \$ 1.11 |

| | |
|----------------------------------|-----------------|
| Straight Time Hours | \$ 7.855 |
| Overtime Hours (time and a half) | \$ 11.78 |
| Double Time Hours | \$ 15.71 |

**** Field Dues are deducted from workers' hourly rate. ****

Vacation & Statutory Holiday Pay: Annual Vacation Pay 6% and Statutory Holiday Pay 6% Shall be combined into an amount equal of 12%.

Wage increase of \$1.50 effective May 1, 2009 (not allocated)

Trade Section
International Union of Operating Engineers, Local 115

ARTICLE 1 – EXTENT AND EMPLOYER CONTRIBUTIONS

1.01 Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in Schedule "A" hereof, on all work in the Province of British Columbia and the Yukon Territory, other than work covered by the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada, and shall be binding on the Employer and the Union, and their respective successors and assigns.

It is understood that all Employers signatory to this Agreement whose primary business is "Crane Rental" shall be bound by the terms and conditions of the "Crane Rental Agreement."

1.02 Owner-Operators:

- (a) The expression "Owner-Operator" as used herein, shall mean any person who performs work within the jurisdiction of the Union for pay, remuneration, compensation or reward of any kind, except:
- (i) a person who comes within the job classifications of heavy duty mechanic, welder, service truck operator, heavy duty greaser, or any of them;
 - (ii) a person who, with respect to the person, firm or corporation who or which provides his or her pay, remuneration, compensation or reward for such work, is in the relationship of servant to master;
 - (iii) a person who has determined to be an "employee" pursuant to the provisions of the Labour Relations Code of British Columbia or the Canada Labour Code.
- (b) The Employer agrees that he will not, under any circumstances, engage an owner-operator to perform work for him unless and until the owner-operator, prior to the commencement of such work:
- (i) proves to the Employer that he is a member in good standing of the Union, or;
 - (ii) obtains from the appropriate office of the Union for the area in which such work is to be performed, a clearance or permit to perform such work, and, in either case;
 - (iii) signs a written form of authorization, which shall be irrevocable during the period in which the owner-operator performs such work, authorizing and directing the Employer to deduct from the pay, remuneration, compensation or reward earned by the owner-operator the sum of:
 - eight dollars and twenty-three cents (\$8.23) effective May 1, 2008
 - eight dollars and fifty-seven cents (\$8.57) effective May 1, 2009.

for each hour worked and for each hour of travel time, and to remit the same to the Union to be applied by the Union in the manner described in paragraph (i) of this section.

- (iv) agrees that the Employer may withhold a reasonable sum pending presentation by the owner-operator of a WorkSafeBC clearance letter pertaining to assessments.
- (c) The Employer further agrees that he will deduct and remit to the Union the contribution rates outlined in 1.02(b)(iii) above for each hour worked and for each hour of travel time earned by the owner-operator, and the Union agrees that such remittances by the Employer shall be apportioned and applied on behalf of the owner-operator as contributions to the Operating Engineers' Benefits Plan, the Operating Engineers' Pension Plan, the Operating Engineers' Joint Apprenticeship Plan, the Operating Engineers' Mechanics Tool Allowance Fund, the British Columbia and Yukon Territory Building and Construction Trades Council Fund, the Bargaining Council of British Columbia Building Trades Unions Fund, the Jurisdictional Assignment Plan Fund, the Operating Engineers' Advancement Fund, the Construction Industry Rehabilitation Fund and working dues checkoff.
- (d) The total such deductions made by the Employer in each month shall be remitted to the Union by the Employer not later than the fifteenth (15th) day of the following month and each such remittance shall be accompanied by an Operating Engineers' Benefits Plan form properly completed by the Employer. Such Benefits Plan form shall be provided for the Employer by the Union.

The method of deductions and remittances referred to above, shall be consistent with Article 13 of this Trade Section.

- (e) The rate established between the owner-operator and the Employer shall include all of the benefits that are otherwise contained in this Collective Agreement. The owner-operator may become an employee of the Employer and covered by this Collective Agreement.
- (f) It is agreed that the provisions of this agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement or depriving any employee of employment.

Article 2 – WAGES

2.01 Hourly Wage Rates:

The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Schedule "A" hereunto annexed in respect of the various classifications therein contained. Schedule "A" shall be deemed to be contained in and form a part of this Agreement.

2.02 Benefits Plan and Pension Plan:

The Employer will make contributions for Benefits Plan and Pension Plan in such amounts and under such conditions as are set forth in the Schedule forming part of this Agreement.

2.03 Vacation and General Holidays:

Vacation and General Holiday pay shall be accrued at the rate of twelve percent (12%) of gross earnings (six percent (6%) for annual vacation and six percent (6%) for General Holidays) and shall be paid to the employee on each regular pay day.

Each employee is entitled to a minimum vacation period of three (3) weeks each year. The vacation period will be arranged by mutual agreement between the employees and the Employer.

2.04 Payment of Wages:

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than the next day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by such employee.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer, and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union. When circumstances beyond the control of the employer occur to cause delays in pay, employees will not receive this payment of wages.

2.05. Bonding Payroll Failures and Out-of-Province Firms:

- (a) Before members are dispatched to any Employer who is not signatory to an Operating Engineers' Agreement, such Employer may be required to deposit a bond suitable to the Union, up to twenty-five thousand dollars (\$25,000.00) for use in default of payment of wages, Benefits contributions, vacation pay, General Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
- (b) Where there have been instances of payroll failures by the Employer, or principals or directors, to meet payroll requirements, the Union shall have the right to:
 - (i) inspect the Employers' payroll; and/or
 - (ii) require the posting of a suitable bond; and/or
 - (iii) require that payment of wages and other payroll requirements be by cash or certified cheque.
- (c) Out-of-Province firms must establish a local pay office.

2.06 New Classifications:

As and when types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedule, the Employers' authorized representative shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude negotiations within thirty (30) days but in any event, the rate established shall be retroactive to the day notice in writing is given by either party to commence negotiations.

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Article 16 of the Rio Tinto Alcan Project Labour Agreement.

2.07 Higher Wage Rates:

Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for a minimum of four (4) hours. If he works more than four (4) hours at the higher hourly wage classification, he shall be paid the higher rate for the entire shift.

2.08 Lesser Rate of Pay:

At no time will an employee be required to work in a lesser wage classification than that for which he was dispatched, unless the employee agrees to the lesser wage classification in writing, which will require the employee's signature.

ARTICLE 3: WORKING CONDITIONS

- 3.01 (a)** If requested, the Employer shall provide a termination slip to the employee upon termination, which shall state the reason for the employee's termination, and whether or not he is eligible for rehire. A copy of the termination slip shall be supplied within three (3) calendar days upon request of the Union.
- (b)** A lock-up shall be provided for employees for drying clothes, and dressing room, as well as lunch room. The lock-up shall have tables, and benches with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia. Additional shelters shall be provided for employees to eat their lunch as may be required.
- (c)** In case of fire or burglary the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00), required tools up to the total value of the tools, (tool for tool, make for make) providing an inventory of tools and clothing is filed with the Employer. When commencing employment, the employee shall submit to the Superintendent or his representative an inventory of the tools and work clothes brought on the job. Coverage will commence at the date of the filing of the inventory with the Employer. The employee shall ensure that the inventory is current.
- (d)** The Employer shall pay all costs of obtaining operators' licenses required under the Motor Vehicles Act for employees covered by this Agreement. This applies only to licenses required after employee has been hired.
- (e)** No employee will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.
- (f)** One (1) hour's notice of termination will be given to each employee by the Employer or one (1) hour's pay in lieu thereof. Heavy duty mechanics and apprentice mechanics may utilize this hour to gather together their tools and put them in shape for their next job.
- (g)** When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping the mechanic's tools. Tools shall be shipped within thirty-six (36) hours, (excluding weekends and holidays), of his leaving his employment, subject to the same conditions as govern transportation.

Where the Employer fails to comply with the above, unless proper reasons for the delay are forthcoming, the employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions of this Agreement until there is compliance with these provisions. When circumstances beyond the control of the employer occur to cause delays, employees will not receive this payment of wages.

- (h) The Employer shall allow time off work without pay for any employee who is serving on a Union Committee, or for purpose of serving as a Union delegate to any conference or function provided that this can be done without cost to the Employer.

Any employee who acts within the scope of the above paragraph shall not lose his job, or be discriminated against for so acting.

- (i) Employees requiring 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.
- (j) If required by the employer, mechanics, welders, servicemen, tire servicemen, drill doctors, steel sharpeners, bodymen painters, and mechanic and welder apprentices who request coveralls shall have these supplied and cleaned by the Employer. Employees are expected to take reasonable care of coveralls supplied. The cost of the coveralls shall be borne by the Employer.

When requested, coveralls shall be supplied to Operating Engineers on a temporary basis when they are directed to assist those worker classifications in this Article.

- (k) It is agreed that a telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.

ARTICLE 4 – Referrals

- 4.01** Subject to the provisions of this Article, all employees of the Employer engaged in and/or working at those classifications set out in Schedule "A" attached hereto shall be or shall become members in good standing of the Union.

- 4.02 Dispatch Offices:**

The Union shall process an Employer's "name request" hiring of a Union member provided the Union is first notified of the Employer's intention to name request such member and provided the member is "booked in" as available for work with the Union. Any Employee who subsequently quits working for an Employer after having been name requested by such Employer shall not be eligible to be re-employed on the same project. In order to qualify for a name request, a Union member must attend the nearest Union dispatch office prior to commencing work in order to receive a clearance upon dispatch.

- 4.03 Hiring:**

When employees, including foremen, are required, only Union members having confirmation of dispatch from the Union shall be hired. Confirmation of dispatch to the member shall require either a clearance slip or a message from the Union.

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

However, with specific reference to the WorkSafeBC provisions and in the event of an accident and a claim by the employee or the said employees is denied by WorkSafeBC, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by the Workers' Compensation Board.

Owner-Operators shall be hired in accordance with Article 3 of this Trade Section.

When the Employer rents equipment the operators of such rented equipment shall be members of the Union and hired in accordance with the provisions of this Article.

Apprentices and trainees as required shall be hired through and in accordance with the Joint Apprenticeship Plan.

The Union shall be given at least forty-eight (48) hours' notice between Monday, 8:00 a.m. and Friday, 5:00 p.m., to complete the dispatch, but notice shall be given to the Employer of any difficulty in completing the dispatch prior to the expiration of the forty-eight (48) hour period.

When Union members are not available within the jurisdiction of the Operating Engineers, Local 115, then the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union and tradesmen's qualifications.

Employees hired under this part shall have fourteen (14) days in which to make application for membership to the Union, or be replaced by a Union member when available.

Employees who have made application within the fourteen (14) days, but who are not accepted as a member of the Union, shall be the first to be laid off, providing there is a Union member on the project who is qualified and willing to do the job being done by the workman not yet a member of the Union.

When an employee suffers a compensable injury, he shall be entitled to re-employment with the same Employer when he receives a clearance to return to work from his doctor or the Workers' Compensation Board, providing the project is still in operation and there is work in his classification.

- 4.04** Should an employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge him forthwith.

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

ARTICLE 5 – JOB STEWARDS

- 5.01** Job Stewards shall be recognized on all jobs and shall not be discriminated against. All Job Stewards shall be appointed by the Members' Representative of the Union, and the Employer shall be notified in writing. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards, and in the event of a layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties.

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

- 5.03 The Employer agrees to supply the Union, once a month, with a list of all employees and Sub-Contractors on the request of the Members' Representative.

ARTICLE 6 – DUES

6.01 Dues Check-off:

The Employer will deduct any assigned amounts from the employee's wages and pay the same to the Secretary of the Union by the fifteenth (15th) day of the month following such deductions.

6.02 Working Dues Checkoff:

The hourly working dues shall be calculated at two percent (2%) of the Group 2 hourly wage rate and shall be deducted for each hour that wages are payable and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made (this amount to be calculated to the nearest penny). Refer to Schedule "A" Employer/Employee Contributions for amounts and effective dates.

Each employee shall submit a written authorization to his Employer as a condition of employment as may be required by his Employer.

Remittances shall be made in accordance with the forms provided by the Union.

ARTICLE 7 – BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADES UNIONS FUNDING

The Employer shall remit and will provide funding for the Bargaining Council of British Columbia Building Trades Unions of one cent (\$0.01) per hour for all hours worked or earned as established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

ARTICLE 8 – OPERATING ENGINEERS' APPRENTICESHIP & UPGRADING FUND AND PLAN

The Employer shall make contributions at the rate of forty-five cents (\$0.45) per hour for each hour of work performed by each employee covered by this Agreement to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

Effective May 1, 2009, this amount shall increase to forty-seven cents (\$0.47).

The Operating Engineers' Apprenticeship Fund shall be used to provide workmen with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of construction and allied equipment and to provide for tradesmen's qualification test.

The Operating Engineers' Apprenticeship and Upgrading Fund will be administered by the Joint Apprenticeship Board established under the Operating Engineers' Apprenticeship and Upgrading Plan. All Operating Engineer Apprentices shall be hired through the Operating Engineers' Apprenticeship Plan.

In the event any dispute arises over the required hours as provided by the Plan for training trainees in non-designated trade classifications, the Employer shall have the right of appeal but the final decision shall be made by the Operating Engineers' Joint Apprenticeship Board. The Employer shall notify the Administrator of the Operating Engineers' Joint Apprenticeship Board before he discharges an apprentice or trainee in any trade classification.

ARTICLE 9 – B.C. & YUKON TERRITORY BUILDING & CONSTRUCTION TRADES COUNCIL FUND

The Employer shall make contributions at the rate of ten cents (\$0.10) per hour for each hour of work performed by each employee covered by this Agreement, to the British Columbia and Yukon Territory Building and Construction Trades Council Fund.

ARTICLE 10 – MECHANICS, SERVICEMEN AND WELDERS TOOL ALLOWANCE FUND

The Employer shall make contributions at the rate of six cents (\$0.06) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund.

ARTICLE 11 – CONSTRUCTION INDUSTRY REHABILITATION FUND

The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

ARTICLE 12 – OPERATING ENGINEERS' ADVANCEMENT FUND

The Employer shall contribute the sum of seventeen cents (\$0.17) for each hour wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Advancement Fund.

ARTICLE 13 – CONTRACT ADMINISTRATION FUND

All signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereof shall be borne by CLR. The Unions will not have any responsibility for delinquent monies from individual employers.

ARTICLE 14 – METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

14.01 The contributions and deductions referred to in Articles 5,6,7,8,9, 10, 11, 12 and Schedule C shall be remitted monthly by cheque together with a form supplied to the Employers by the Union to the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan shall remit monthly all such monies received to the Operating Engineers Joint Apprenticeship and Upgrading Fund and Plan, the Bargaining Council of British Columbia Building Trades Unions Fund, the British Columbia and Yukon Territory Building and Construction Trades Council Fund, the Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund, the Jurisdictional Assignment Plan Fund, the Construction Industry Rehabilitation Fund, the Operating Engineers' Advancement Fund, the Contract Administration Fund and the Union. The said Operating Engineers' Benefits Plan may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan, and approved by the Trustees of the recipient Funds.

14.02 Timely payment of wages and contributions to the Trust Funds, provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:

- (a) The Union will advise the Employer in writing of any delinquency.
- (b) If within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent contributions or the Employer or his Construction Labour Relations Association representative has failed to request a meeting with the Union to provide for the payment of delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of his failure to report and pay contributions/deductions as provided.

- (c) Should the matter not be resolved at the above-mentioned meeting the Union may demand payment of wages and contributions at the end of each day or at the end of each week.

ARTICLE 15 – OVERTIME

Employees working on Saturday shall be paid overtime at double (2) the regular hourly rate.

SCHEDULE "A": HOURLY WAGE RATES AND CLASSIFICATIONS – GROUPS 1 THROUGH 8

GROUP 1: HOURLY WAGE RATES

| | May 1, 2008 | May 1, 2009 |
|-----------------|--------------|-------------|
| Hourly Wage | 31.06 | 32.07 |
| Benefits | 2.05 | 2.10 |
| Pension | 4.75 | 5.00 |
| Holiday Pay 12% | 3.73 | 3.85 |
| TOTAL | 41.59 | 43.02 |

GROUP 1: CLASSIFICATIONS

- ◆ Track Excavator (7 yds. and up to 10 yds.)
- ◆ Shovels, all attachments (10 yds. and up to 15 yds.) (Apprentice/Trainee required*)
- ◆ Kangaroo Model 1500 (Trainee Required)
 - Operator required to operate with boom length over 130 feet shall have his regular hourly rate increased by twenty-five cents (\$0.25) per hour.
- ◆ Front End Loaders and Scoop Trams, all types (10 yds. and up to 15 yds.)
- ◆ Tower Cranes/Climbing Cranes (10 ton capacity and over)

* Denotes - Apprentice/Trainee required as outlined in Special Provisions and Wages, Item 3 - Crews.

GROUP 2: HOURLY WAGE RATES

| | May 1, 2008 | May 1, 2009 |
|-----------------|-------------|-------------|
| Hourly Wage | 30.73 | 31.73 |
| Benefits | 2.05 | 2.10 |
| Pension | 4.75 | 5.00 |
| Holiday Pay 12% | 3.69 | 3.81 |
| TOTAL | 41.22 | 42.64 |

GROUP 2: CLASSIFICATIONS

- ◆ Heavy Duty Mechanics, Welders, Mechanic Electrician, Bodyman Painters
- ◆ Track Excavator (5 yds. and up to 7 yds.)
- ◆ Shovels, all attachments (7 yds. and up to 10 yds.) (Apprentice/Trainee required*)
- ◆ Kangaroo Model 750
- ◆ Front End Loaders and Scoop Trams, all types (7 yds. and up to 10 yds.)
- ◆ Aerial Cableways
- ◆ Whirley Type Gantry Cranes
 - Operator required to operate with boom length over 130 ft. shall have his regular hourly rate increased by fifty cents (50¢) per hour.
- ◆ Tower Cranes/Climbing Cranes (up to 10 ton capacity)
- ◆ Concrete Mixing Batch Plants (up to 250 cu. yds. per hour) (Apprentice/Trainee required*)

* Denotes - Apprentice/Trainee required as outlined in Special Provisions and Wages, Item 3 - Crews.

GROUP 3: HOURLY WAGE RATES

| | May 1, 2008 | May 1, 2009 |
|-----------------|-------------|-------------|
| Hourly Wage | 30.05 | 31.02 |
| Benefits | 2.05 | 2.10 |
| Pension | 4.75 | 5.00 |
| Holiday Pay 12% | 3.61 | 3.72 |
| TOTAL | 40.46 | 41.84 |

GROUP 3: CLASSIFICATIONS

- ◆ Track Excavator (3 yds. and up to 5 yds.)
- ◆ Shovels, all attachments (up to 7 yds.) (Apprentice/Trainee required*)
- ◆ Drill Doctors and Steel Sharpeners
- ◆ Refrigeration Mechanics
- ◆ Overhead and Front End Loaders, all types (5 yds. and up to 7 yds.)
- ◆ Scoop Trams and similar equipment (under 7 yds.)
- ◆ Crawler Tractor - D10

* Denotes - Apprentice/Trainee required as outlined in Special Provisions and Wages, Item 3 - Crews.

GROUP 4: HOURLY WAGE RATES

| | May 1, 2008 | May 1, 2009 |
|-----------------|--------------|-------------|
| Hourly Wage | 29.82 | 30.79 |
| Benefits | 2.05 | 2.10 |
| Pension | 4.75 | 5.00 |
| Holiday Pay 12% | 3.58 | 3.69 |
| TOTAL | 40.20 | 41.58 |

GROUP 4: CLASSIFICATIONS

- ◆ Overhead Cranes
- ◆ Gantry Cranes
- ◆ Travel Lift Drott 1000
- ◆ Tireman - (vulcanizing experience)
- ◆ No Joint Concrete Casting Machines and similar types
- ◆ Mixer Mobiles (Mixer and Hoist Combination)
- ◆ Concrete Pumps with boom attachment (42 metres in length and over)

GROUP 5: HOURLY WAGE RATES

| | May 1, 2008 | May 1, 2009 |
|-----------------|-------------|-------------|
| Hourly Wage | 29.51 | 30.47 |
| Benefits | 2.05 | 2.10 |
| Pension | 4.75 | 5.00 |
| Holiday Pay 12% | 3.54 | 3.66 |
| TOTAL | 39.85 | 41.23 |

GROUP 5: CLASSIFICATIONS

- ◆ Ross Carrier
- ◆ Gradalls
- ◆ Crawler Tractors in Tandem (one operator)
- ◆ Rubber Tire Scrapers, all types and sizes when used in tandem (one operator)
- ◆ Rubber Tired Scrapers, all types (30 yds. and over)
- ◆ Track Excavator (under 3 yds.)
- ◆ Concrete Hopper Rail Car
- ◆ Mobile Concrete Pump with Boom Attachment (under 42 metres in length)
- ◆ Derricks
- ◆ Overhead and Front End Loaders, all types (up to 5 yds.)
- ◆ Crawler Tractors D5, 6, 7, 8, 9 types
- ◆ Graders and Motor Patrols
- ◆ Rigger**

** Duties of the rigger are to include rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery.

GROUP 6: HOURLY WAGE RATES

| | May 1, 2008 | May 1, 2009 |
|-----------------|--------------|-------------|
| Hourly Wage | 29.08 | 30.02 |
| Benefits | 2.05 | 2.10 |
| Pension | 4.75 | 5.00 |
| Holiday Pay 12% | 3.49 | 3.60 |
| TOTAL | 39.37 | 40.72 |

GROUP 6: CLASSIFICATIONS

- | | |
|--|---|
| <ul style="list-style-type: none"> ◆ Dozer Compactor ◆ Rubber Tired Scrapers (under 30 yds.) ◆ Concrete Spreaders or Finishing Machine Operators (all types and sizes) ◆ Mechanical Excavator (Mole) ◆ Mucking Machines (Conway 101 types) ◆ Stationary Engineer (Chief) ◆ Mechanical Tamping Machines, all types ◆ Jumbo Form Setter (power driven) ◆ Placo Operator ◆ 4, 3, 2, 1 Drum Hoists | <ul style="list-style-type: none"> ◆ Trenching Machines (Apprentice/Trainee required¹) ◆ Curbing Machine ◆ Drills - Quarry Master, Reich, Bucyrus Erie, Benoto and similar types ◆ Screening and Washing Plants (75 yds. per hour and over) (Apprentice/Trainee required[*]) ◆ Drills - Exploration (Cable, Core, Rotary, Churn and similar) ◆ Hydraulic Backhoes (Tractor Mounted) (1/2 yd. rated capacity and over) ◆ Crusher Operator (Apprentice/Trainee required[*]) ◆ Air Tugger ◆ Ditch Witch ◆ Construction Material and Man Hoist |
|--|---|

^{*} Denotes - Apprentice/Trainee required as outlined in Special Provisions and Wages, Item 3 - Crews.

GROUP 7: HOURLY WAGE RATES

| | May 1, 2008 | May 1, 2009 |
|-----------------|--------------|-------------|
| Hourly Wage | 28.66 | 29.60 |
| Benefits | 2.05 | 2.10 |
| Pension | 4.75 | 5.00 |
| Holiday Pay 12% | 3.44 | 3.55 |
| TOTAL | 38.90 | 40.25 |

GROUP 7: CLASSIFICATIONS

- ◆ Tree Farmer and similar type skidders
- ◆ Service Truck Operator
- ◆ Heavy Duty Greaser and Serviceman
- ◆ Mucking Machines (Eimco over Model 40)
- ◆ Tire Serviceman
- ◆ Locomotives (Diesel, Gas, Steam, Electric)
- ◆ Compressors (1000 cu. ft. and over)
- ◆ Pumps (6" and over)
- ◆ Stationary Engineers (Shift)
- ◆ Concrete Mixer (1 yd. and over)
- ◆ Screening and Washing Plants (portable types) (Apprentice/Trainee required*)
- ◆ Line Concrete Pumps
- ◆ Concrete Paving Machines (Jaeger and Koehring and similar types)
- ◆ Cement Hogs
- ◆ Fuller Kenyon
- ◆ Conveyor Belt and Conveyor Type Loaders (Barber Greene, Kolman and similar types)
- ◆ Hydraulic Slip Form Operator
- ◆ Crawler Tractors D2, D3 and D4 types
- ◆ Hydra Hammers
- ◆ Compactors - self propelled (other than on Asphalt Paving) (15 tons and over)
- ◆ Crusher Topman
- ◆ Hydraulic Backhoe (Tractor Mounted) (under 1/2 yd. rating)
- ◆ Hiab and A-Frame Trucks and similar folding boom types
- ◆ Stinger and similar flat deck boom crane

* Denotes - Apprentice/Trainee required as outlined in Special Provisions and Wages, Item 3 - Crews.

GROUP 8: HOURLY WAGE RATES

| | May 1, 2008 | May 1, 2009 |
|-----------------|--------------|-------------|
| Hourly Wage | 25.01 | 25.82 |
| Benefits | 2.05 | 2.10 |
| Pension | 4.75 | 5.00 |
| Holiday Pay 12% | 3.00 | 3.10 |
| TOTAL | 34.81 | 36.02 |

GROUP 8: CLASSIFICATIONS

- ◆ Forklifts, Bullmoose, Hysters, similar type equipment
 - ◆ Skid Steer Loaders - Bobcat and similar type (under 1 yd.)
 - ◆ Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 h.p. and under)
 - ◆ Padman
 - ◆ Mechanic's Helper
 - ◆ Compactors - self propelled (other than on Asphalt Paving) (under 15 tons)
 - ◆ Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment
- ◆ Elevator Operator
 - ◆ Mechanic Electrician Helper
 - ◆ Oiler
 - ◆ Fireman
 - ◆ Compressor under 1,000 cu. ft.
 - ◆ Pumps (under 6")
 - ◆ Assistant Driller

SCHEDULE "B": HOURLY WAGE RATES AND CLASSIFICATIONS – CRANES

All Employers who own, rent or lease cranes shall pay Crane Operator rates in accordance with the following schedules:

| Conventional Cranes | May 1,2008 | May 1, 2009 |
|---------------------|------------|-------------|
| Under 20 Ton | \$32.77 | \$33.91 |
| 20 - 50 Ton | 33.44 | 34.61 |
| 51 - 99 Ton | 33.82 | 35.01 |
| 100 - 149 Ton | 34.20 | 35.40 |
| 150 - 199 Ton | 34.57 | 35.79 |
| 200 - 249 Ton | 34.96 | 36.20 |
| 250 - 299 Ton | 35.32 | 36.57 |
| 300 - 349 Ton | 36.59 | 37.89 |
| 350 - 399 Ton | 37.85 | 39.22 |
| 400 - 449 Ton | 39.12 | 40.54 |
| 450 - 499 Ton | 40.39 | 41.86 |

On all cranes over 499 tons, the hourly rate shall be increased by two cents (\$0.02) for each ton.

| Hydraulic Cranes, Rough Terrain Cranes and Boom Trucks | May 1, 2008 | May 1, 2009 |
|--|-------------|-------------|
| Under 20 Ton | \$31.95 | \$33.05 |
| 20 - 50 Ton | 32.63 | 33.76 |
| 51 - 99 ton | 33.00 | 34.15 |
| 100 - 149 Ton | 33.39 | 34.56 |
| 150 - 199 Ton | 33.76 | 34.94 |
| 200 - 249 Ton | 34.39 | 35.60 |
| 250 - 299 Ton | 35.03 | 36.26 |
| 300 - 349 Ton | 36.27 | 37.56 |
| 350 - 399 Ton | 37.51 | 38.86 |
| 400 - 449 Ton | 38.75 | 40.16 |
| 450 - 499 Ton | 39.99 | 41.45 |

On all cranes over 499 tons, the hourly rate shall be increased by two cents (\$0.02) for each ton.

1. Operational Requirements

All work performed in those classifications listed within the Conventional Cranes schedule and within the Hydraulic Cranes, Rough Terrain Cranes and Boom Trucks schedule, shall be performed by members of the Union. However, the Employer retains the right to assign all work to ensure a safe and efficient operation.

2. Hoisting Equipment Apprentice - Work Scope

(a) There may be one (1) Apprentice Crane Operator employed for up to three (3) Journeyman Crane Operators employed by the Employer. There shall be one

(1) Apprentice Crane Operator employed when there are four (4) Journeyperson Crane Operators employed by the Employer. There shall be one (1) Apprentice Crane Operator employed for each multiple of five (5) Journeyperson Crane Operators. The foregoing is based on a company wide ratio.

- (b) Apprentice Crane Operators shall be allowed to operate specific equipment based upon management evaluation of their qualifications, work experience and the requirements of the specific work in question. Notwithstanding this provision, the Employer shall provide the Apprentice Crane Operators so working with appropriate supervision and suitable communication options.

**SCHEDULE "C": TOTAL EMPLOYER/EMPLOYEE
CONTRIBUTIONS – GROUPS 1 THROUGH 8 AND CRANES (AS
PER CRANE RENTAL AGREEMENT)**

| | May 1, 2008 | May 1, 2009 |
|----------------------------------|-------------|-------------|
| * Benefits Plan | \$2.05 | \$2.10 |
| † Pension Plan ST | 4.75 | 5.00 |
| 1.5x | 7.125 | 7.50 |
| 2x | 9.50 | 10.00 |
| Apprenticeship Plan | 0.45 | 0.47 |
| Working Dues | 0.61 | 0.63 |
| Tool Allowance Fund | 0.06 | 0.06 |
| Rehabilitation Fund | 0.02 | 0.02 |
| BCYT Fund | 0.10 | 0.10 |
| JAP Fund | 0.01 | 0.01 |
| OE Advancement Fund | 0.17 | 0.17 |
| CLR Dues | 0.13 | 0.13 |
| BCBCBTU Fund | 0.01 | 0.01 |
| TOTALS: | | |
| Straight Time Hourly Remittances | 8.36 | 8.70 |
| 1.5x Overtime Hourly Remittances | 10.735 | 11.20 |
| 2x Overtime Hourly Remittances | 13.11 | 13.70 |

* Benefit Plan contributions are payable on the basis of "hours worked" effective May 1, 2006. Prior to such date, Benefit Plan contributions are/were payable on the basis of "hours earned".

† Pension Plan contributions are payable on the basis of "hours earned".

SPECIAL PROVISIONS AND WAGES

1. (a) Foreman - Equipment:

Where the Employer works three (3) or more employees on any one shift on any one project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of the Operating Engineers, Local 115, one of these employees shall be appointed a Working Foreman. The Working Foreman shall receive a premium of eight percent (8%) per hour over the hourly rate of the highest Operating Engineer classification under his supervision.

When the Employer works six (6) or more employees on any one shift on any one project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of the Operating Engineers, Local 115, a Non-working Foreman position shall replace the Working Foreman position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Operating Engineer classification under his supervision.

When six (6) or more pieces of equipment are worked, the Foreman shall not be called upon to operate equipment.

Where three (3) or more pieces of equipment are worked on any one shift on a project as provided for above, it is understood that all equipment within the jurisdiction of the Operating Engineers, Local 115 shall be under the supervision of an Operating Engineer Foreman.

Apprentices/Trainees shall be excluded when determining the ratio for a Non-working Foreman.

(b) Foreman - Mechanical:

If the Employer works four (4) or more employees on any one shift on any one project or in a permanent shop under the jurisdiction of the Operating Engineers, Local 115 an Operating Engineer Foreman shall be employed at ten percent (10%) over the hourly rate of the highest Operating Engineer classification under his supervision.

2. Manning Clause:

All equipment shall be manned in accordance with the classifications listed in Schedule "A" and in addition to the Manning Provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an employee covered by this Agreement.

3. Crews:

Crews on power shovels, draglines, clamshells, crawler cranes, truck cranes, trenching machines and cable backhoes of one and one-half (1-1/2) cubic yards capacity and over shall consist of an Operator and Apprentice/Trainee.

This crew Article shall also apply if the Employer rents equipment or sub-contracts work to other firms who own and operate equipment coming under the jurisdiction of the Union as listed in the classifications contained in this Agreement.

Crews on asphalt plants, crushing plants, screening plants, batch plants and backfilling machines, shall consist of an Operator, and an Apprentice/Trainee.

5. Machine and Work Assignment:

- (a) If an Operating Engineer is regularly assigned to a work assignment from Monday through Friday in a given week, and work is required after regular hours, or on the Saturday, Sunday and/or General Holiday of that week, such Operating Engineer will be assigned to such particular work assignment providing such Operating Engineer is available.
- (b) When climbing cranes are being erected, the operator shall be part of the erection crew.
- (c) When a crane rigged with a skyhorse or ringer attachment is used, an additional forty cents (40¢) per hour premium shall be added to the employee's established hourly rate.

6. Benefits Plan and Pension Plan:

The Employer shall make contributions at the rate of two dollars (\$2.00) per hour for which wages are earned hereunder by each employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

This contribution will be based on hours earned, i.e., time and one-half or double the contribution rate for overtime hours.

The Employer shall make contributions at the rate of four dollars and seventy-five cents (\$4.75) per hour for which wages are earned hereunder by each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

The Pension Plan contribution shall increase as follows:

Effective May 1, 2009: Five dollars (\$5.00) per hour

This contribution will be based on hours earned, i.e., time and one-half or double the contribution rate for overtime hours.

The Operating Engineers' Benefits Plan and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives designated by the Union.

The Employer agrees to be bound by the terms of the Trust Agreement.

The Employer is required to report on the forms provided by the Benefits Plan and Pension Plan.

Contributions must be forwarded by the Employer to the Operating Engineers' Benefits Plan and Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

In the event an employer fails to remit contributions to this Plan, in conformity with this section of the Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

The Members' Representative of Local 115 may inspect, during regular business hours, an Employer's record of time worked by employees and contributions made to the Plan.

Payments to the Benefits Plan and Pension Plan shall be made by cheque, payable at par at Burnaby, Province of British Columbia, to the Operating Engineers' Benefits Plan and Pension Plan.

Other personnel of the Employers party to this Agreement may become Associate Members as provided for in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time.

Benefits which will be provided under this Plan are as follows:

- (a) Medical surgical benefits;
- (b) Weekly Indemnity benefits for non-occupational sickness and accident;
- (c) Pension Plan;
- (d) Such additional benefits as the Trustees of the Plan shall periodically determine.

7. Equipment Assembly:

It is agreed that the assembling and dismantling of the Employer's construction equipment described in Schedule "A" or falling within the jurisdiction of the Operating Engineers, will be performed by members of the Operating Engineers' Union.

8. All rated capacities referred to in Schedule "A" are maximum manufacturer's factory rating for struck capacity of the machine or bucket size, whichever is greater.

9: First Aid Men:

When an employee is designated First Aid Man by the Employer, he shall have his regular hourly rate increased by the following schedule:

Level 3 - 65¢ per hour

Level 2 - 55¢ per hour (with transportation endorsement)

Level 1 - 45¢ per hour

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ARTICLE 1 – HIRING

1.01 Hiring

The Employer hereby agrees to recognize the Union, and to engage and employ only Union members in good standing.

1.02 Clearance of Employees

In order that the Union have up-to-date information as to the location and employment status of its members, members are required to clear through the Union, either in person or by telephone prior to, or immediately upon, any change of employment status. In order to ensure that this is accomplished, the Employer is responsible to ensure that each new Employee has a clearance slip, or in the situation where the Employee has not cleared in person, that such Employer or the Employee has phoned for clearance. The Union shall immediately clear such Employees upon receiving the above noted phone call.

1.03 Permit Workers

- (a)** In the event that the Union is unable to supply the Employer with qualified workers within forty-eight (48) hours, the Employer shall have the right to employ permit workers. See also Article 5.02(b)(iii).
- (b)** All permit workers shall obtain a dispatch slip from the Union prior to commencing work, and/or prior to proceeding to an out-of-town project.
- (c)** Permit workers shall be paid eighty percent (80%) of the applicable journeyman wage rate.
- (d)** Notwithstanding Article 1.03(a), the Union retains the right to revoke the dispatch slip for any permit worker, providing such revocation is provided to the Employer in writing and does not interfere with the completion of a shift. See also Article 1.03(f).
- (e)** The Employer shall replace permit workers with Union members within twenty-four (24) hours of receiving written direction from the Union to do so.
- (f)** Article 1.03(c) is not applicable to permit workers employed on out-of-town projects for less than thirty (30) calendar days.
- (g)** Nothing in Article 1.03 shall be interpreted to mean that a Union member is precluded from finding his own job, providing that the clearance requirements of Article 1.01 are otherwise complied with.

1.04 Local Hiring

- (a)** Where an Employer has contracted work at a location other than where their registered office of business is located and where qualified members of the Union reside, such Employer shall give hiring preference to those local residents based upon the following ratio:

Three (3) local Employees for every one (1) Employee from Employer's own forces.

- (b) It is understood the first two (2) journeypersons on a project can be Employee Union Members from the BC business location of the Employer. Any overtime is to be shared equally amongst the Employees on that project. Notwithstanding the foregoing, one (1) of the first two (2) journeypersons previously referred to shall be exempt from this provision.
- (c) In the event there are insufficient local residents, the Employer shall be able to crew the project with members from elsewhere in the jurisdiction of the Union. A local resident, for the purpose of this Article, is defined as one whose local daily travel costs do not exceed the cost of room and board and who has resided

ARTICLE 2 - MONETARY PACKAGE

2.01 Wage Rates

The journeyperson minimum straight time hourly wage rate shall be increased in accordance with the following schedules. All other Employee classifications shall be recalculated accordingly.

(a) Industrial Construction Projects

Total increase = \$ 7.25 per hour

September 1, 2005 \$ 1.12 per hour + 12% holiday pay = \$ 1.25

May 1, 2006 \$ 1.12 per hour + 12% holiday pay = \$ 1.25

May 1, 2007 \$ 1.34 per hour + 12% holiday pay = \$ 1.50

May 1, 2008 \$ 1.12 per hour + 12% holiday pay = \$ 1.25

May 1, 2009 \$ 1.12 per hour + 12% holiday pay = \$ 1.25

April 1, 2010 \$ 0.67 per hour + 12% holiday pay = \$ 0.75

2.02 Employer Contributions

Employer contributions shall be increased in accordance with the following schedule.

(a) All Projects

Total increase = \$ 0.30 per hour

November 1, 2005 \$ 0.10 per hour (allocated to JTB or Union Health & Welfare Plan)

November 1, 2006 \$ 0.10 per hour (allocated to JTB or Union Health & Welfare Plan)

November 1, 2007 \$ 0.10 per hour (allocated to JTB or Union Health & Welfare Plan)

2.03 Industrial Construction

(a) Wage Schedule

The minimum straight time hourly wage rates as provided for within Schedules "A1" attached hereto shall apply to all work performed under the Scope of Work of this Agreement on Industrial Construction projects as defined within Appendix "A". Refer also to Article 2.04 for premiums which may be applicable and Article 2.01 for wage rate information regarding permit workers.

(b) Industrial Endorsement Ticket

The intent of this provision is to motivate journeyperson Employees to obtain their Industrial endorsement tickets in a timely manner, while still providing such Employees with a guarantee that their wage rate will not be cut in the event they choose not to do so.

- (i)** Notwithstanding any/all contrary interpretation of this Agreement, the Commercial/Institutional New Construction wage schedule shall apply on all Industrial Construction projects for any/all journeyperson Employees who do not possess a valid Industrial endorsement ticket.
- (ii)** Notwithstanding Article 2.03 (b) (i), if a journeyperson Employee does not possess an industrial endorsement ticket and such Employee is/was both a Union member in good standing and a journeyperson as of September 1, 2005, then such Employee shall nevertheless be entitled to receive the full journeyperson Industrial wage rate, where applicable, through April 30, 2008. After such date however, the Industrial wage rate applicable for such Employee shall be frozen at the April 30, 2008 level, and no further wage rate increase(s) shall be applicable until such time as the Commercial/ Institutional New Construction wage rate has risen to a level which is greater than the frozen wage rate, at which time the Commercial/Institutional New Construction wage rate shall apply.

2.04 Premiums

The following premiums shall be paid in addition to the applicable minimum straight time hourly rate.

- (a)** Paperhanging, wall covering or other sheeting work \$1.00 per hour
- (b)** Spray painting, sandblasting, building cleaning (by steam or other process)
 - (i)** Industrial Construction \$2.00 per hour
- (c) Altitude and Hazard Pay**
 - (i)** A premium of fifty cents (\$0.50) per hour, over and above the otherwise applicable minimum straight time hourly wage rate, shall apply to all work performed from scaffolds fifty (50) feet and over. Such premium shall also be applicable to work performed on bridges, towers, tanks, cranes, erected structural steel, gantries, poles, stacks, refinery vessels, skeleton structures, where access may be gained with or without scaffolding.
 - (ii)** A premium of seventy five cents (\$0.75) per hour, over and above the otherwise applicable minimum straight time hourly wage rate, shall apply to all work performed over two hundred and fifty (250) feet. Notwithstanding the foregoing, such premium shall not apply to work on buildings.
 - (iii)** Notwithstanding Articles 2.04(c)(i) and (ii), no premium shall apply until work is actually performed.
 - (iv)** The height standard referenced in Articles 2.04(c)(i) and (ii) shall be determined by what a painter would generally term to be the "length of the fall required",

provided the base from which the height is determined shall project at least twelve (12) feet from the working vertical surface.

- (v) When working with or near injurious chemicals in confined areas or close quarters, Employees shall be required to use an Employer supplied airhood or respirator as per WorkSafe BC Regulations.

2.05 Employee Classifications

(a) Foremen

It shall be a violation of this Agreement for an Employer to require an Employee to act as either an "A" Foreman or "B" Foreman unless such Employee is paid the applicable Foreman rate.

(i) "A" Foreman

When the Employer considers it necessary to appoint a Foreman in charge of five (5) or more Employees, such Foreman shall be paid three dollars (\$3.00) per hour over and above the otherwise applicable minimum straight time hourly wage rate. Refer also to Schedules "A1" through "A3" attached hereto. No "A" Foreman shall have his wage rate reduced as a result of this Article.

(ii) "B" Foreman

When the Employer considers it necessary to appoint a Foreman in charge of up to four (4) Employees, such Foreman shall be paid two dollars (\$2.00) per hour over and above the otherwise applicable minimum straight time hourly wage rate. Refer also to Schedules "A1" through "A3" attached hereto.

(iii) Calculation of Otherwise Applicable Wage Rate

The calculation of the otherwise applicable wage rate over and above which the Foreman premium is added, shall specifically include any/all premiums (i.e. paperhanging, steam cleaning, altitude, etc.) which may apply.

(iv) Selection and Qualification

All "A" and "B" Foremen shall be selected and assigned at the option of the Employer, and shall possess a recognized Tradesperson Certificate in the trade.

(b) Apprentices

Refer to Article 5.01 for additional provisions regarding apprentices.

(i) Classification and Wage Rates

Effective March 1, 2007, all apprentices shall be classified in accordance with the following schedule. The minimum straight time hourly wage rate for an apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a journeyman on the project. Refer also to Schedules "A1" through "A3" attached hereto.

A6 5,001 hours to 6,000 hours 80%
A5 4,001 hours to 5,000 hours 75%
A4 3,001 hours to 4,000 hours 70%
A3 2,001 hours to 3,000 hours 65%
A2 1,001 hours to 2,000 hours 55%
A1 0 hours to 1,000 hours 50%

Contact the Union or CLR for the apprentice classifications and applicable percentages which applied prior to March 1, 2007.

(ii) Employer Contribution to Union Pension Plan

The Employer contribution to the Union Pension Plan shall not be required on behalf of an apprentice. Refer also to Article 2.07(b)(ii).

(iii) Apprentice Trade School Fund Employee Deduction

Refer to Article 2.08(c).

(c) Pre-Apprentices

Refer to Article 5.02 for additional provisions regarding pre-apprentices.

(i) Wage Rates

The minimum straight time hourly wage rate for a pre-apprentice shall be thirty-five percent (35%) of the applicable journey person minimum straight time hourly wage rate on the project. Refer also to Schedules "A1" through "A3" attached hereto.

(ii) Holiday Pay

The combined annual vacation pay and statutory holiday pay for a pre-apprentice shall be eight percent (8%). Refer also to Article 2.06 (a) (ii).

(iii) Employer Contribution to Union Health & Welfare Plan

The Employer contribution to the Union Health & Welfare Plan on behalf of a pre-apprentice shall be calculated in accordance with the formula provided in Article 2.07(a)(i).

(iv) Employer Contribution to Union Pension Plan

The Employer contribution to the Union Pension Plan shall not be required on behalf of a pre-apprentice. Refer also to Article 2.07(b)(ii).

2.06 Annual Vacation and Statutory Holidays

(a) Vacation Pay and Statutory Holiday Pay

(i) Foremen, Journeypersons and Apprentices

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

(ii) Pre-Apprentices

Annual vacation pay shall be four percent (4%) of gross earnings and statutory holiday pay shall be four percent (4%) of gross earnings. Annual vacation pay and statutory holiday pay shall be combined at the rate of eight percent (8%) of

gross earnings, and shall be paid to each Employee on each pay cheque and upon termination of employment.

(b) 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. Such mutual agreement shall not be unreasonably withheld for any Employee who has worked 1,200 hours for the specific Employer in the previous twelve (12) month.

2.07 Employer Contributions

The Employer contributions as provided for within Schedules "B1" through "B3" attached hereto shall apply to all work performed in accordance with this Agreement. All remittances for hours of work on Industrial Construction projects shall be calculated and paid on the basis of "hours earned" Refer to Appendix "A" for definitions.

(a) Union Health & Welfare Plan

(i) The Employer shall contribute the required amount(s) to the Union Health & Welfare Plan in the manner set forth in Article 3. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B3" attached hereto.

(ii) Notwithstanding Article 2.07(a)(i), the Employer contribution to the Union Health & Welfare Plan required on behalf of a pre-apprentice shall be calculated as follows: $((A \times B) \div C)$ where:

A = the "full rate" Employer contribution to the Union Health & Welfare required on behalf of a Foreman, journey person and/or apprentice;

B = the minimum "full rate" contribution hours required in order to be eligible for Plan coverage, and

C = the maximum number of hours an individual is entitled to be employed as a pre-apprentice.

The application of this formula will ensure that if an individual is employed as a pre-apprentice for the maximum number of hours permitted in accordance with this Agreement, such individual will have received sufficient contributions to the Union Health & Welfare Plan on his behalf to ensure that he is eligible for coverage immediately thereafter. Notwithstanding the foregoing, a pre-apprentice shall not be entitled to receive benefits under the Union Health and Welfare Plan while employed as a pre-apprentice. Refer also to Article 5.02.

(iii) In the event the Provincial Government should legislate a new method of payment, such as a payroll tax, which reduces or replaces the current method of payment for MSP benefits, the monies now allocated for such current method of payment shall remain part of the Union's monetary package, and may be reallocated at the Union's discretion.

(b) Union Pension Plan

(i) The Employer shall contribute the required amount(s) to the Union Pension Plan in the manner set forth in Article 3. Such amount(s), and the effective date(s)

applicable thereto, shall be as stipulated within Schedules "B1" through "B3" attached hereto.

- (ii) No Employer contribution to the Union Pension Plan shall be required on behalf of apprentices and/or pre-apprentices.
- (iii) The parties adopt and agree to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the said International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada), including any alterations, additions or amendments thereto, as if original parties thereto, and as if the same formed part of this Agreement.

(c) Contract Administration Fund (CAF)

- (i) Each Employer, regardless of whether such Employer is a member of CLR, shall contribute thirteen cents (\$0.13) per hour, inclusive of GST, to the CAF, in the manner set forth in Article 3. 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 direct result of the Union having to change their Employer monthly remittance report form because of a change in the Employer contribution to the CAF.
- (ii) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the Employer monthly remittance report. 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.

(d) MPDA Management Fund

(i) Recognition

- (a) The Union recognizes the importance of Employers having a Management Fund to promote the interests of Building Trade Unionized Painting Contractors in the province of British Columbia.
- (b) The Employers recognize that the Union represents their Employees and shall not in any way be party to any funding that recognizes and/or promotes the interests of either non-union or non-Building Trade Union Painting Contractors.
- (c) In the event that the intent of Article 2.07(d)(i) is violated, the parties agree that the requirement for funding as specified in Article 2.07(d)(ii) shall be null and void.

(ii) Funding

- (a) The Employer shall contribute ten cents (\$0.10) per hour to the MPDA Management Fund in the set forth in Article 3. The foregoing shall apply regardless of whether or not the Employer is a member of MPDA.
- (b) If a least one (1) painter or apprentice is employed by the Employer during the month, the minimum remittance to the MPDA Management

Fund shall be for not less than one hundred fifty (150) hours for the first Employee, plus actual hours for each additional Employee employed.

- (c) Every Employer who uses the "tools of the trade", and/or performs work ordinarily performed by a journey person, shall contribute not less than one hundred fifty (150) hours per month to the MPDA Management Fund on behalf of his own working hours. This provision shall apply regardless of whether such Employer is a partner/shareholder, or a single Employer contracting work on his own behalf.

(e) DC#38 Joint Trade Board Trust Fund

The Employer shall contribute the required amount(s) to the DC#38 Joint Trade Board Trust Fund in the manner set forth in Article 3. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B3" attached hereto. Refer also to Article 3.

(f) IUPAT Funds

(i) IUPAT Joint Apprenticeship and Training Fund

The Employer shall contribute five cents (\$0.05) per hour to the IUPAT Joint Apprenticeship and Training Fund in the manner set forth in Article 3.

(ii) IUPAT Labor Management Cooperation Fund

The Employer shall contribute five cents (\$0.05) per hour to the IUPAT Labor Management Cooperation Fund in the manner set forth in Article 3.

(g) Rehabilitation Plan

The Employer shall contribute two cents (\$0.02) per hour worked to the Rehabilitation Plan in the manner set forth in Article 3. The parties shall accept the Trustees of such Plan as appointed by CLR and the BCBCBTU.

(h) Jurisdictional Assignment Plan (JAP)

The Employer shall contribute one cent (\$0.01) per hour worked to the Jurisdictional Assignment Plan (JAP) in the manner set forth in Article 3. The JAP, as agreed to between the BCYT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAP, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for noncompliance with the Umpire's ruling for the period subsequent to the ruling.

(i) BCBCBTU Fund

The Employer shall contribute one cent (\$0.01) per hour worked to the BCBCBTU Fund in the manner set forth in Article 3. Notwithstanding the foregoing, such contribution shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

2.08 Employee Deductions

(a) Union Dues

- (i)** The Employer shall deduct such hourly/monthly amount(s) for Administrative Dues and/or Basic Monthly Dues and/or the Painting Industry Advancement Fund (PIAF) as directed by the Union, and shall forward such deductions to the Union in the manner set forth in Article 3.
- (ii)** The amount of such deductions shall be as decided, from time to time, by the Union. Notwithstanding the foregoing, the Union shall provide Employers with adequate written notice prior to the implementation of any change in any of the deduction amounts.

(b) BCYT Fund

The Employer shall deduct five cents (\$0.05) per hour and shall remit such deduction to the BCYT Fund in the manner set forth in Article 3.

(c) Apprentice Trade School Fund

- (i)** The Employer shall deduct one dollar (\$1.00) per hour from each apprentice and shall remit such deduction to the Apprentice Trade School Fund in the manner set forth in Article 3. Such deduction shall be processed after normal statutory deductions (i.e., income tax, EI premium, CPP premium, etc.) have been made by the Employer.
- (ii)** The Apprentice Trade School Fund shall be administered by the JTB, and shall be used to defray expenses incurred by the an apprentice while he fulfills the technical training portion of their apprenticeship. Apprentices shall receive all monies owing to them from the Fund each time they commence technical training, or upon termination of their apprenticeship.

2.09 Payment of Wages

(a) Notice of Layoff or Termination

- (i)** After one (1) week's employment, one (1) hour's notice of layoff or termination shall be given by the Employer, or one (1) hour's pay shall paid in lieu thereof. Notwithstanding the foregoing, an Employee shall be required to remain on the project in order to be entitled to be paid for that hour.
- (ii)** In the event an Employee receives notice of layoff or termination after his regular shift, such Employee shall be paid one (1) hour's pay at the otherwise applicable hourly rate (straight time or overtime as the case may be).
- (iii)** Employees shall be paid wages in full at time of layoff or termination. Such payment shall be made on the project, or arrangements shall be made whereby a cheque will be mailed, or an electronic transfer of funds will be processed, not later than forty eight (48) hours after the time of discharge or layoff. Refer also to Article 2.09(d).

(c) Failure to Pay on Time

- (i)** The issuing of a cheque by an Employer that is not honoured by such Employer's bank, and/or the failure by an Employer to pay wages when due, shall constitute a violation of this Agreement.
- (ii)** An Employer who issues an NSF payroll cheque(s) shall be liable for, and shall be required to pay, all wages and fringe benefits by certified cheque if requested to do so by the Union.
- (iii)** An Employee shall be paid eight (8) hours at straight time rates for each day he is kept waiting for pay providing that the Employer has not been prevented from mailing the pay cheque by circumstances beyond their control. The foregoing provision shall only apply to the issuance of an NSF cheque(s), the non-electronic transfer of funds, and/or the non issuance of a cheque at time of layoff or discharge.

When circumstances beyond the control of the employer occur to cause delays in pay, employees will not receive this payment of wages.

ARTICLE 3 - 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.

3.01 Monthly Remittances

- (a)** The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees working under the terms of this Agreement. Refer to Schedules "B1" through "B3" attached hereto.
- (b)** Such Employer remittance shall be:
 - (i)** made by a single payment, payable to IUPAT District Council 38, 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
 - (ii)** accompanied by a correctly completed Employer's Monthly Report of Contributions, and
 - (iii)** received by IUPAT District Council 38 not later than the fifteenth (15th) day of the month following that for which such payments are payable.
- (c)** 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.
- (d)**
 - (i)** The Union shall notify an Employer, in writing, of any delinquency. If the Employer fails to correct such delinquency within three (3) working days of receiving notification thereof, the Union shall require a penalty in the amount of ten percent (10%) of the delinquent remittance.

- (ii) The Union's response to the failure of an Employer to remit the total required Employer contributions and Employee deductions shall not differ regardless of which component(s) of such total are not remitted.

3.02 Employer Contributions and Employee Deductions

- (a) All Employer contributions and Employee deductions required under the terms of this Agreement, are deemed, without exception, to be held in trust by the Employer until remitted in the manner set forth Article 3.
- (b) Furthermore, such Employer contributions and Employee deductions required under the terms of this Agreement, are also deemed, without exception, to be wages due the Employee, which the Employee has chosen to assign to the respective Plans, and/or Trust Funds, and/or Associations, and/or Councils, and/or Committees, etc., for the purposes of receiving benefits from same.
- (c)
 - (i) The Union shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittances to the various Plans, Funds, Programmes, Associations, Committees, etc., in the appropriate manner.
 - (ii) The Union acknowledges that such Plans, Funds, Programmes, Associations, Committees, 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.

3.03 Calculation of Monetary Package and Wage Rates

- (a) The Union and CLR shall mutually agree on all mathematical calculations involved in determining:
 - (i) the breakdown of the Monetary Package,
 - (ii) hourly wage rates for Foremen and/or apprentices, and/or
 - (iii) all other job classifications and/or premiums requiring calculation.
- (b) The Union and the JTB shall mutually agree on the format of the Employers Monthly Remittance Report. Notwithstanding the foregoing, such Report shall include, as a minimum, space for the listing of each Employee's name, Social Insurance Number, and number of hours worked at both straight time and overtime. The cost for supplying blank Report copies shall be borne by the Union, except as pursuant to Article 2.07(c)(i).
- (c) Such mutual agreements referred to in Articles 3.03(a) and 3.03(b) shall be reached prior to such information and/or documents being distributed to either the Union membership and/or any Employer signatory to this Agreement.
- (d) Article 3.03 shall not be interpreted to mean that the Union does not retain sole authority to determine allocation of the monetary package.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.01 Overtime Hours

All hours worked outside of the regular hours of work shall be considered overtime, and shall be paid at the applicable overtime rate as provided herein.

4.02 Saturday

All overtime on Saturdays shall be paid at double time.

4.03 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any journey person who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

Afternoon Shift: The applicable minimum straight time hourly wage rate shall be increased by seven percent (7.0%) for each hour worked on any shift which commences between 3:30 pm and 8:30 pm.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent (16.0%) for each hour worked on any shift which commences between 8:30 pm and before 12:01 am.

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

4.04 Climatic Conditions

- (a)** Notwithstanding any/all contrary provisions of this Agreement, it shall not be a violation of this Agreement for the otherwise applicable hours of work to be varied with the prior mutual agreement of the parties. Such mutual agreement shall apply only for the project and/or duration which has been specifically agreed upon.
- (b)** The following standards shall apply with respect to varying hours because of inclement climatic conditions.
 - (i)** On projects lasting from one (1) to six (6) months, only one (1) vote shall be allowed in regards to working on the weekend because of inclement climatic conditions.
 - (ii)** On projects lasting from one (1) to twelve (12) months, only two (2) votes shall be allowed in regards to working on the weekend because of inclement climatic conditions.
 - (iii)** On working overtime hours at straight time rates due to inclement climatic conditions, all hours over forty (40) hours per week shall be considered overtime and shall be paid at overtime rates.

(c) Inclement Weather Hour Bank

- (i) In recognition of the fact that inclement weather may cause a hardship to both Employers and Employees, the provisions of Article 4.04(c)(ii) may also be implemented on any Industrial Construction project with the mutual agreement of the Employer and the Union. Notwithstanding the foregoing, the Union agrees that it will not withhold its agreement if the Employer can demonstrate that a majority of the crew (i.e., 50% + 1) on the project support implementation.
- (ii) An Inclement Weather Hour Bank shall be allowed up to a maximum of forty (40) hours. Hours may be drawn from this bank to make up only for hours lost due to inclement weather. Employees shall be allowed to work at straight time rates outside of the regular hours of work in order to establish their hour bank. This does not apply to hours worked on Saturdays, Sundays and Statutory Holidays. This hour bank, if diminished by inclement weather, may be replenished to the forty (40) hours maximum. The provision of the hour bank shall apply only to the specific project on which the hour bank was established.
- (iii) If any Employer is found to be in violation of the terms of Article 4.04(c)(ii), all hours worked pursuant to such Article shall be deemed to be overtime and shall be paid at the applicable overtime rate(s).

ARTICLE 5 - APPRENTICES AND PRE-APPRENTICES

5.01 Apprentices

(a) Classification

Refer to Article 4.05(b)(i).

(b) Journeyman/Apprentice Ratio

- (i) Employers may employ one (1) apprentice for every two (2) journeymen regularly employed. Notwithstanding the foregoing, if only two (2) Employees are employed by an Employer, one (1) of the Employees may be an apprentice.
- (ii) The JTB shall have the right to require any Employer who regularly employs more than three (3) journeymen to employ at least one (1) apprentice. These provisions may be changed to suit the ability of individual Employers to train apprentices after review by the JTB.
- (iii) Only those Employers complying with the journeyman/apprentice ratio shall be allowed to employ permit workers pursuant to Article 1.02, unless there are no apprentices available. Notwithstanding the foregoing, the JTB retains the right to waive this provision after considering the Employer's record in regard to the training of apprentices.

(c) Journeyman Supervision

An apprentice shall work under the supervision of a journeyman at all times.

(d) Administration of Apprenticeship Program

All matters pertaining to the apprenticeship program including funding for training programs shall be the responsibility of the JTB. The cost of administration and coordination of apprentice training shall be provided from the JTB Trust Fund.

(e) Employer Contributions

All Employer contributions, with the exception of the Employer contribution to the Union Pension Plan, shall be required on behalf of an apprentice.

(f) Apprentice Trade School Fund Employee Deduction

Refer to Article 2.07(c).

5.02 Pre-Apprentices

(a) Purpose

Pre-apprentices shall be considered a good possible source of future apprentices, and shall be utilized by the Employer to perform such work as described in Article 5.02(b) as a means of reducing the Employer's crew costs, and in turn, of increasing the Employer's ability to compete in the marketplace.

(b) Restrictions

Unless otherwise mutually agreed by the parties, in writing, a pre-apprentice shall:

- (i)** be a minimum of sixteen (16) years of age as of date of hire.
- (ii)** obtain Union clearance, in person, prior to commencing employment.
- (iii)** be permitted to be employed, as a pre-apprentice, for a combined total of no more than nine hundred (900) hours in the industry, regardless of the number of Employer(s) in whose employ such hours have been worked.
- (iv)** be permitted to perform any/all work governed by the terms of the Agreement. Notwithstanding the foregoing, a pre-apprentice shall not be permitted to perform a combined total of more than three pre-apprenticeship.
- (v)** upon completion of the pre-apprenticeship be registered as a 1st term apprentice and treated accordingly.

(c) Ratios

There shall be no expressed restriction on the number of pre-apprentices an Employer may employ at any one time, however, notwithstanding the foregoing, the Union shall retain the right to limit, at their discretion, the number of pre-apprentices employed by an Employer, providing such right is exercised only in accordance with the following provisions.

- (i)** The Union acknowledges, without exception, that the stated purpose of pre-apprentices is as stipulated in Article 5.02(a).
- (ii)** The Union shall not unreasonably, or arbitrarily deny an Employer the right to employ a pre-apprentice.

(d) Employer Contributions

All Employer contributions, with the exception of the Employer contribution to the Union Pension Plan, shall be required on behalf of a pre-apprentice. Notwithstanding the foregoing, the Employer contribution to the Union Health & Welfare Plan on behalf of a pre-apprentice shall be different than that for other Employee classifications. Refer to Article 2.06(a)(ii) for calculation.

ARTICLE 6 - TOOLS AND EQUIPMENT

6.01 Employee Supplied

(a) (i) The tools and equipment outlined in Article 6.01(b) shall be provided at their own expense by each Employee working in the corresponding classification.

(ii) An Employee's tools and equipment shall be in good condition upon starting a new project, and shall be kept in good condition on the Employer's time.

(b) (i) Brush Painters

A suitable grip containing a clean pair of overalls, soft shoes, shave hook, putty knife, square putty knife, razor blade holder, broad knife, screwdriver and hammer, one "Red Devil" brand hand-scraper or similar type, manufactured dust brush, and suitable footwear for steel or industrial work.

(ii) Paperhangers and Sheeting Workers

A suitable grip containing a clean pair of overalls, soft shoes, dusting brush, putty knives, broad knives, screwdriver, hammer, straight edge trimmer base and zinc strip, trimmer shears, steel roller, felt roller, measuring equipment, smoothing brush, razor blade holder, chalk line and plumb bob.

(c) Spray Painters and Sandblasters

A suitable grip containing the same tools as a brush painter, plus a pair of pliers and a crescent wrench for the type of equipment being used. Any special spray equipment wrenches to be supplied by the Employer.

SCHEDULE "A1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES INDUSTRIAL CONSTRUCTION

| | Sept. 1/05 | May 1/06 | March 1/07 | May 1/07 | May 1/08 | May 1/09 | April 1/10 |
|------------------------------|-------------------|-----------------|-------------------|-----------------|-----------------|-----------------|-------------------|
| "A" Foreman | 30.37 | 31.49 | 31.49 | 32.83 | 33.95 | 35.07 | 35.74 |
| "B" Foreman | 29.37 | 30.49 | 30.49 | 31.83 | 32.95 | 34.07 | 34.74 |
| Journey person (100%) | 27.37 | 28.49 | 28.49 | 29.83 | 30.95 | 32.07 | 32.74 |

Apprentice: 6th Term (80%) 22.79 23.86 24.76 25.66 26.19

Contact the Union or CLR for apprentice classifications and wage schedules which applied prior to March 1, 2007.

| | | | | | | | |
|----------------|--|--|-------|-------|-------|-------|-------|
| 5th Term (75%) | | | 21.37 | 22.37 | 23.21 | 24.05 | 24.56 |
| 4th Term (70%) | | | 19.94 | 20.88 | 21.67 | 22.45 | 22.92 |
| 3rd Term (65%) | | | 18.52 | 19.39 | 20.12 | 20.85 | 21.28 |
| 2nd Term (55%) | | | 15.67 | 16.41 | 17.02 | 17.64 | 18.01 |
| 1st Term (50%) | | | 14.25 | 14.92 | 15.48 | 16.04 | 16.37 |

Annual Vacation and Stat. Holiday Pay

12.0% 12.0% 12.0% 12.0% 12.0% 12.0% 12.0%

| | Sept. 1/05 | May 1/06 | March 1/07 | May 1/07 | May 1/08 | May 1/09 | April 1/10 |
|----------------------|-------------------|-----------------|-------------------|-----------------|-----------------|-----------------|-------------------|
| Pre-Apprentice (35%) | 9.58 | 9.97 | 9.97 | 10.44 | 10.83 | 11.22 | 11.46 |

Annual Vacation and Stat. Holiday Pay

8.0% 8.0% 8.0% 8.0% 8.0% 8.0% 8.0%

SCHEDULE "B1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

• All remittances for hours of work on Industrial Construction projects shall be calculated and paid on the basis of "hours earned".

| FOREMEN AND JOURNEYPERSONS | Sept. 1/05 | Nov. 1/05 | Nov. 1/06 | Nov. 1/07 |
|--|-------------------|------------------|------------------|------------------|
| EMPLOYER CONTRIBUTIONS: | | | | |
| * Union Health & Welfare Plan | 2.155 | 2.255 | 2.355 | 2.455 |
| • DC#38 Joint Trade Board | | | | |
| • Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 |
| • Contract Administration Fund | 0.130 | 0.130 | 0.130 | 0.130 |
| • MPDA Management Fund | 0.100 | 0.100 | 0.100 | 0.100 |
| • IUPAT Labor/Management Cooperation Fund | 0.050 | 0.050 | 0.050 | 0.050 |
| • IUPAT Joint Apprenticeship and Training Fund | 0.050 | 0.050 | 0.050 | 0.050 |
| • Rehabilitation Plan | 0.020 | 0.020 | 0.020 | 0.020 |
| • Jurisdictional Assignment Plan | 0.010 | 0.010 | 0.010 | 0.010 |
| • BCBCBTU Fund | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 5.025 | 5.125 | 5.225 | 5.325 |

EMPLOYEE DEDUCTIONS:

Administrative Dues 2.2% of base journeyman wage rate, rounded to the nearest 2 decimal points

Painting Industry Advancement Fund (PIAF) 3.5% of base journeyman wage rate, rounded to the nearest 3 decimal points.

BCYT 0.050 per hour

Basic Monthly Dues \$23.70 per month

* The parties reserve the right, upon mutual agreement, to adjust/readjust the allocation of the applicable Employer contribution if/as needed. As a result, Employers are advised to contact CLR or the Union for clarification as to how much of the applicable contribution has been allocated to the Union Health & Welfare Plan and how much has been allocated to the DC#38 Joint Trade Board, at any given point in time.

Trade Section
Pile Drivers, Local Union 2404

**ARTICLE 1 – UNION SHOP AND HIRING (INCLUDES DISPATCHING, HIRING,
NAME REQUEST AND LAY-OFF)**

- 1.01** When pile drivers are required, competent Union members in good standing shall be hired. When competent Union members are not available, then the Employer may obtain pile drivers elsewhere and they shall clear with the Union before going to work, it being understood that they shall join the Union within ninety (90) days, provided they meet Union Tradesmen Qualifications, or be replaced by competent Union members when available, at the expense of the Union. It shall be the duty of the Employer to hire and discharge employees. It shall not be the duty of the Employer to induce non-members to join the Union.

Within ninety (90) days of becoming a member of the Union, each applicant shall be required to pass a trade qualification test; or be indentured to the apprenticeship plan.

1.02 Hiring and Dispatch

(a) Name Request

When bridgemen and pile drivers are required, foremen excepted, they will be dispatched by the respective local Union. The Employer will be allowed to rehire by name request, members who have worked for the Employer within the previous twelve (12) months.

The Employer will have the right to name request foremen provided they are members of the Pile Drivers' Union. When a member is name requested as foreman, he/she must remain as foreman for the remainder of the job or until there is a reduction in force.

A member will not be eligible for name request while employed by another Employer signatory to this Agreement.

(b) Local Residents

Not less than fifty percent (50%) of the crew, excluding foremen, on any job shall be composed of local residents, provided they are available when required.

(c) Late Dispatch

Where the Employer requests the dispatch of an employee as a replacement for:

- (1)** an absentee
- (2)** an employee excused due to illness

- (3) an employee excused due to an authentic compassionate reason, the Employer agrees to pay the replacement for the full regular shift provided the replacement reports to the job:
- (a) within two (2) hours of the shift starting time, or
 - (b) within two (2) hours of the time of the requested dispatch if the time of reporting is before mid-shift.

This applies only to the circumstances described herein.

ARTICLE 2 – WAGES (INCLUDES WAGE SCHEDULES, SPECIAL CLASSIFICATIONS, FOREMAN/GF NUMBERS AND PAY

2.01 Hourly Wage Rates

Minimum hourly rates shall be as set out below:

| Classification | 1-May-08 | 1-May-09 | 1-May-10 | 1-May-11 | 1-May-12 |
|---------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Foreman | \$36.50 | \$37.96 | \$39.48 | \$41.06 | \$42.70 |
| Bridgeman | \$31.99 | \$33.27 | \$34.60 | \$35.98 | \$37.42 |
| 3rd Year Apprentice (90%) | \$28.79 | \$29.94 | \$31.14 | \$32.38 | \$33.68 |
| 2nd Year Apprentice (80%) | \$25.59 | \$26.61 | \$27.68 | \$28.79 | \$29.94 |
| 1st Year Apprentice (70%) | \$22.39 | \$23.29 | \$24.22 | \$25.19 | \$26.19 |

2.02 Summary of Employer/Employee Contributions

| | 1-May-08 | 1-May-09 | 1-May-10 | 1-May-11 | 1-May-12 |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Pension Plan* | \$4.36 | \$4.36 | \$4.36 | \$4.36 | \$4.36 |
| Health & Welfare Plan* | \$3.10 | \$3.10 | \$3.10 | \$3.10 | \$3.10 |
| Joint Apprenticeship & Training* | \$0.285 | \$0.310 | \$0.335 | \$0.360 | \$0.385 |
| Construction Rehabilitation Fund | \$0.025 | \$0.025 | \$0.025 | \$0.025 | \$0.025 |
| Total | \$7.77 | \$7.80 | \$7.82 | \$7.85 | \$7.87 |
| Field Dues Check-Off* | \$1.66 | \$1.66 | \$1.66 | \$1.66 | \$1.66 |

*NOTE: These contributions to be based on hours earned.

2.03 Crews

The minimum number of workers required to form a crew shall be as follows:

- a) Pile driver; water rig, fixed leads, donkey powered.

1 foreman plus 3 bridgemen (with follower)

- b) Pile driver; skid rig, donkey powered.

1 foreman plus 3 bridgemen

- c) Pile driver; floating derrick rig, on-board fixed or mobile crane, with A-frame or moonbeam leads or hanging leads from boom.

1 foreman plus 2 bridgemen

- d) Pile driver; on land, crawler or truck crane.

1 foreman plus 1 bridgeman

- e) Pile driver; on land, compacto rig.

1 foreman plus 1 bridgeman

- f) Pile driver; on land, Franki rig.

1 foreman plus 1 bridgeman

- g) Submarine drill rig, when used for drilling, blasting, and dredging or for pile holes.

1 foreman plus 1 bridgeman (powderman)

- h) Air-trac or churn drill when used for foundation piles, on land or water.

1 foreman plus 1 bridgeman

- i) Rotary drill rig (auger or tri-cone), soil densification, vibro floatation and wick drains.

1 bridgeman

It is also understood and agreed that a shortage of the above minimums in any crew will not result in an interruption in the work. The Employer will have twenty-four (24) hours in which to fill a vacancy in the crew and sufficient time on out-of-town jobs. Should it become necessary to review the above minimums due to changes in equipment, work methods or requirements, then a meeting will be convened between the parties to resolve the issue. If the issue is not resolved, then the matter shall be referred to arbitration as provided for in this Agreement.

- 2.04** Under no circumstances shall there be less than one (1) bridgeman and one (1) foreman during the operation of the pile driver for driving and pulling piles.

2.05 Crew Foreman

Each crew engaged in driving or pulling piles must have a designated foreman who is a member of the Pile Drivers Union and is paid in accordance with Article 2.01.

When a crew is engaged in work other than driving or pulling piles, one member of the crew must be designated and paid as a foreman to direct the work.

Exclusions to the above will be as follows:

- a) when an employee is directed to perform work by him/herself
b) when two (2) employees are directed to perform work in the Employer's yard where supervisory personnel are present

- c) when a crew is split to perform different tasks on the same job site and are under the supervision of their usual foreman
- d) when a crew is split to perform different tasks on different job sites for a period not exceeding one shift.

2.06 Welder Retest

When welder employees require a retest, this shall be done whenever possible during regular working hours.

2.07 Divers and Tenders

Divers and/or tenders working on a subcontract basis for contractors signatory to The Pile Drivers Standard Agreement, must be members in good standing of the Union.

ARTICLE 3 – VACATION AND STATUTORY HOLIDAY PAY (INCLUDES 5 PAY ONLY. THE REST OF THE LANGUAGE IS COVERED IN THE PLA)

3.01 Vacation Pay and Statutory Pay

Vacation and statutory holiday pay consisting of six percent (6%) of gross earnings for annual vacations and six percent (6%) of gross earnings for statutory holidays shall be paid to the employee on every regular pay day. 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.

ARTICLE 4 – PAYMENT OF WAGES

- 4.01** Workers shall be paid every Friday on the job site prior to quitting time, except where the Employer is prevented from doing so by conditions beyond his/her control. There shall not be more than five (5) working days' holdback prior to date of payment provided that if a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Exchange charges shall be added to the cheque or otherwise provided for by the Employer. All employees are encouraged to choose direct deposit to the participating chartered bank, trust company, or credit union of their choice. It is further understood that itemized pay slips (Clause 6.05) will be provided no later than the end of the shift on Friday.

The Union will work with the Employer, whose normal payroll cycle is every two (2) weeks.

- 4.02** Where two (2) or more shifts are employed, the second and third shifts shall be paid on Thursday.

- 4.03** Timely payment of wages and contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:

The Union will advise the Employer in writing of any delinquency.

If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and holidays, the Union may then request a meeting with the Employer to provide for the payment of funds.

Should the matter not be resolved at the above mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week.

4.04 Termination

When workers are terminated, they shall be given sufficient notice to pick up their tools and personal effects before completion of their shift. Failing this, they shall be paid for one (1) hour at straight time to do so.

If terminated after leaving the jobsite, and it becomes necessary for them to return to pick up tools and personal effects, they shall be paid transportation and travel time as provided in the PLA.

4.05 Lay-off

Employees shall be paid in full at the job site, or arrangements made to mail pay cheques and separation slips not later than forty-eight (48) hours, exclusive of Saturdays, Sundays and statutory holidays following lay-off.

4.06 Wage Bond

Before members are dispatched to any Employer who has not been signatory to The Pile Drivers Standard Agreement for a minimum of two (2) years, such Employer may be required to deposit a bond, suitable to the Union, up to twenty-five thousand dollars (\$25,000.00) with the Pile Drivers Union for use in default of payment of wages, welfare contributions, vacation pay, statutory holiday pay, or any other contributions or payments provided by The Pile Drivers Standard Agreement. When no longer required, such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

ARTICLE 5 – OVERTIME

5.01 Shift overtime worked up to two (2) hours per day, Monday through Friday (excluding holidays and Sundays), and an eight (8) hour established shift on Saturday, shall be paid at time and one-half (1½).

5.02 Work performed before 6:00 a.m. Monday through Friday and before an established shift on Saturday will be paid at double time (2X) rates.

5.03 Overtime worked shall be computed daily in units of not less than thirty (30) minutes. For purposes of calculation, any portion of thirty (30) minutes worked shall be considered as thirty (30) minutes.

ARTICLE 6 – SHIFT PREMIUMS

6.01 Multiple Shifts Differential

When two (2) shifts are required and continued for three (3) consecutive days or more, eight (8) hours of work shall constitute the second shift for which nine (9) hours shall be paid. When three (3) shifts are required and continued for three (3) consecutive days or more, seven and one-half (7½) hours of work shall constitute the second shift for which eight and one-half (8½) hours shall be paid. Seven (7) hours of work shall constitute the third shift for which eight and one-half (8½) hours shall be paid.

Shift differential on straight time days shall be paid at straight time, and on overtime days at the prevailing overtime rate. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided. When an employee is required to work on the second or third shift and is an addition to the regular crew,

he/she shall be paid at double time rates unless he/she completes three (3) consecutive shifts at the prevailing rate of pay.

6.02 Twelve (12) Hour Shifts

When two (2) shifts of twelve (12) hours each are worked covering the twenty-four (24) hours of the day, the first shift shall be paid one-half (½) hour shift differential and the second shift shall be paid one (1) hour shift differential.

ARTICLE 7 – EMPLOYER CONTRIBUTIONS AND REMITTANCE LANGUAGE

7.01 Health, Welfare and Pension Plans

The Employer shall make contributions to the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Plans as outlined in Article 2.02.

7.02 Such contributions shall be paid prior to the fifteenth (15th) day of the month following the month in which such hours were worked and shall be accompanied by a remittance report in a form prescribed by the Board of Trustees. Each monthly report and contributions shall include all obligations arising from hours worked or earned up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month. Such contributions shall be made by cheque payable to the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare, and Pension Plan at par in Vancouver, B.C.

7.03 The Employer and the Union hereby agree to be bound by the terms of the Trust Agreement of the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Trust Fund dated the 1st day of October, 1970 and any amendment or revision from time to time. The Union agrees to become a signatory to the said Trust Agreement.

7.04 The Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Trust Fund shall be administered by a Board of Trustees appointed in accordance with the terms of the said Trust Agreement.

7.05 Joint Apprenticeship and Training

The Employer shall contribute an amount of **twenty eight and one half cents (28.5¢)** per hour for each hour earned by employees covered by this Agreement to the Joint Apprenticeship and Training Fund effective May 1st, 2008. Subsequent increases of **two and one half cents (2.5¢)** per hour shall apply each May 1st for the duration of this agreement. Six representatives, three from the Union and three from the employer shall administer the Fund.

7.06 The Employer and the Union agree to maintain and perpetuate the apprenticeship plan by cooperating to place apprentices each calendar year. Mandatory Apprentice Ratio of 6 to 1 (for every 6 journeypersons an apprentice will automatically be employed). For employers with less than 6 employees, where practical, an apprentice will be hired after 3 journeypersons. \$1.00 per hour after taxes shall be deducted from the apprentices' wages and remitted along with other fringe benefits. Monies will be issued to the apprentices upon commencement of scheduled schooling.

The Employer and the Union also agree to continue the jointly administered Plan of Apprenticeship and the standards of training required shall be recognized by the parties hereto.

All apprentices employed under the terms of this agreement shall be members in good standing of the Pile Drivers Union. All apprentices shall be indentured to the Joint Apprenticeship and

Training Fund and shall be placed on jobs that will provide a full and complete apprenticeship. It is also understood that each apprentice shall be under the supervision of a foreman and/or bridgeman at all times and shall be considered as part of the crew.

7.07 Construction Rehabilitation Plan

An amount equal to two and one half cents (\$0.025) per hour for each hour worked by employees covered by this Agreement shall be paid monthly to the **B.C. Construction Industry Rehabilitation Fund** by the Employer in the manner set forth in Article 2.02.

7.08 These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

7.09 Working Dues Check-Off

The Employer shall deduct such amounts for working dues and/or permit fees as the Union shall from time to time direct and forward same to the Union as directed by the Union in the manner set forth in Article 7. Where permit workers are obtained from the Union, dues shall be checked off by the Employer when proper authorization is presented by the employee. Each member shall submit a written authorization to his Employer as a condition of employment. These amounts are as outlined in Article 2.02.

ARTICLE 8 – APPRENTICE RATIO

8.01 The Employer and the Union agree to maintain and perpetuate the apprenticeship plan by adhering to a mandatory apprentice ratio of 6 to 1 (for every six (6) journeypersons, an apprentice will automatically be employed). For employers with less than six (6) employees, where practical, an apprentice will be hired after three (3) journeypersons.

ARTICLE 9 – TOOLS

9.01 Tools – Employer

The Employer will furnish all heavy tools, peaveys, crosscut saws, hammers, wrenches and augers, including power driven, and all tools necessary for handling steel forms. All Employer's tools broken on the job shall be replaced by the Employer and all tools taken out and returned in the Employer's time.

9.02 Tools – Employee

The employee shall supply the following tools:

claw hammer, steel square, level, sixteen metre (16 m) steel tape, three metre (3 m) pocket tape, thirty centimetre (30 cm) crescent wrench, tin snips, hand saws, hand axe, hacksaw, marlin spike, tip cleaners, wire brush, and chipping hammer.

Employees assigned to work on wood forms, hand rails, or similar work shall have their saws sharpened as required at the Employer's expense.

ARTICLE 10 – SUPPLEMENTARY DUES CHECK-OFF

10.01 Working Dues Check-Off

The Employer shall deduct such amounts for working dues and/or permit fees as the Union shall from time to time direct and forward same to the Union as directed by the Union in the manner set forth in Article 2. Where permit workers are obtained from the Union, dues shall be checked off by the Employer when proper authorization is presented by the employee. Each member shall submit a written authorization to his Employer as a condition of employment. These amounts are as outlined in Article 2.02.

Trade Section
The United Association of Plumbers and Pipefitters,
UA Local 170

ARTICLE 1 - HIRING AND TERMINATING PROCEDURES, AND NAME REQUESTS

- 1.01** The Employer agrees that only members of the Union in good standing will be employed on work being installed by such parties under the jurisdiction of this Local Union this is to include all helpers and apprentices. If, after forty-eight (48) hours, the Local Union is unable to supply qualified journeypersons, then the Employer has the privilege of employing journeypersons as required who must qualify and become members of Local Union 170 within fifteen (15) days.
- 1.02** General Foremen and Foremen engaged on a project must be members of Local 170.
- 1.03** The Employer will not coerce or use any persuasive action to require any Employee to withdraw their membership from the Union.
- 1.04** The Employer agrees to supply the Local Union with a list of all Employees on request. The Union agrees, on request, to supply a list of unemployed members to the Employer.
- 1.05** All Employees, including apprentices, must have a clearance or dispatch slip from Local 170 before being hired.
- 1.06** The Local Union must be notified before Employees are transferred from one Industrial Project to another.
- 1.07 Reduction of Crews**
- (a)** Should it be necessary to reduce the working forces on the job or in the Shop, the Employer shall lay off or terminate their employment in the following sequence:
- First: The Potential/Permit Member.
Second: The Travel Card Members (Members of Sister U.A. Locals)
Last: Members of Local 170.
- Note: If any temporary Foreign Worker is employed on the job, should it be necessary to reduce the working forces on the job or in the shop, the Employer would terminate the temporary foreign worker before any other employees.
- (b)** In crew layoffs of over (20) twenty persons, the Job Steward will be given a layoff list at least four (4) hours prior to termination.
- (c)** An Employee shall not be dismissed, disciplined or suspended for other than just cause.
- 1.08 Termination**
- When an Employee is terminated on an out-of-town job for reasons, and if transportation is not available, the Employee shall return to work and/or remain on the payroll on a regular shift basis until transportation is available.

1.09 Older Workers

It shall be the policy of the Employer to endeavour where there are five (5) or more journeypersons employed by an Employer that every fifth journeyperson shall be fifty (50) years of age or over if available.

1.10 Job Stewards

- (a) Job Stewards shall be recognized on all jobs, and other than superintendent, general foreman and foreman, shall be one (1) of the last Employees terminated or transferred from any job of four (4) or more journeypersons unless by mutual agreement.

1.11 Name Requests

- (a) In regard to name request dispatching or transferring, a company may request a foreman, one (1) welder and one (1) journeyperson, and the next two (2) journeypersons and the next two (2) welders shall be hired off the list. After that, the dispatching will be on a 50/50 basis as per classification, one (1) name request or transfer and one (1) off the list.

Any member who is name requested or transferred to a job shall have their card removed from the out-of-work board. This shall apply even if the job in question is of a short-time duration.

1.12 Rig Welders

- (a) Any member of Local 170 working as a Rig Welder (Owner-Operator) must sign the current Rig Welders Agreement.
- (b) Any Rig Welder (Owner-Operator), who registers out-of-work as a Welder, must turn in his Rig Welding Agreement (plasticized card), to the Dispatcher.
- (c) No Rig Welder shall work on a Commercial Job unless Local 170 Building Trades members are employed at said job site.
- (d) No Rig Welder will use or permit his rig to be used on industrial projects or mainline pipeline projects, unless otherwise permitted by the U.A. National Pipeline Agreement for Canada.
- (e) No Rig Welder shall be required to gas up his own welding machine.
- (f) No Rig Welder will be eligible for dispatch from Local 170, until all his funds (i.e., Health and Welfare, Pension and Dues Check-Off) are paid in full for all hours worked.

1.12 Welders

- (a) All pipe welders employed in connection with the installation of work under the terms of this Agreement shall be members of Local Union 170 and provide proof of their competency; this is not to include welders who might be employed for short periods on alterations, repairs or temporary work - short periods not to exceed eight (8) hours on any one job, on alterations, repairs or temporary work.
- (b) The Journeyperson Training and Industry Promotion Fund shall pay the cost of welding tests, with the exception of the original pressure Ticket or Certificate of Competency. However, it is understood that regardless of results, all tests shall be conducted on the

Employer's time at the prevailing rate of wages, and results of all tests are to be turned over to the Local Union upon request.

Should the Welder fail the first performance qualifications test(s) or retest(s), in each individual case any subsequent performance qualification test(s) or retest(s) for that particular job shall be conducted on the Employee's own time. The intent of this clause is to allow a welder to retest once.

ARTICLE 2 - TIME OFF FOR UNION BUSINESS

2.01 Employees serving on the Joint Conference Board and various Union Committees or as Trustees of the various funds covered by the terms of this Agreement shall be allowed time off to attend to Union Business after making arrangements with the Employer.

ARTICLE 3 – OVERTIME

3.01 An Employee shall receive payment at the rate of two (2) times the regular rate of pay for all time worked on Saturdays, Sundays, and Holidays.

ARTICLE 4 - STATUTORY HOLIDAYS

4.01 No Employee shall be required to work on Labour Day except for the preservation of life or property.

ARTICLE 5 - SHIFTS

5.01 When overtime shift schedules are put into effect ,the Employees shall be paid in accordance with the shift schedules as set out herein.

5.02 If the shift starting times are changed to meet job requirements, the same principle is to be applied on computing the hours as if the shift started at the established times as per the shift schedules as set out herein.

5.03 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

(a) Day Shift: No shift premium.

(b) Afternoon or Night Shift: A shift premium of six dollars (\$6.00) per hour shall be paid to the Employee for each hour worked on any shift which constitutes an afternoon or night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

- (c) These shift premiums will not be paid for Saturday, Sunday or Statutory Holidays.
 - (d) Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing between 3:30 pm and 8:30 pm shall be deemed to be an afternoon shift and a shift commencing between 8:30 pm and 1:01 am shall be deemed to be a night shift.
 - (e) For shift premiums for scheduled 11 and 12-hour shifts, refer to the standard collective agreement.
- 5.04** In the event an Employee is required to work overtime past the hour of 12:00 o'clock midnight and the Employer instructs that the Employee takes an eight (8) hour break so that double time rates would not apply the following day, the Employee's time shall start at the regular starting time of 8:00 o'clock am For example, an Employee works until 3:00 o'clock am, takes an eight (8) hour break, starts work at 11:00 o'clock am and will be paid from 8:00 o'clock am at straight time rates.
- 5.05** It is the intent of this Section that an Employee shall not lose a normal shift due to taking the required eight (8) hour break. (eg. An Employee works until 8:00 am the following day and takes an eight (8) hour break. The starting time shall be the following day at the normal shift, but the Employee shall be paid for the full shift not worked the previous day.) This Section shall not apply if the Employee is terminated at the end of the overtime shift. The Section shall apply when the Employee remains on the payroll of the same Employer.

ARTICLE 6 - DAILY TRANSPORTATION

6.01 Travel for Sick/Injured Workers

- (a) If the Employee must leave the job during the working day due to illness or other legitimate reasons as later approved by the Joint Conference Board, they shall be paid the full day's travel expense allowance in accordance with this Section, but only wages for time actually worked.
- (b) If the Employee receives permission to leave the job during the working day to receive medical attention for an injury received on the job, they shall be paid the full day's travel expense allowance and wages.
- (c) The Employee shall make no further claim for any travelling expense or bridge tolls.

ARTICLE 7 - PROVISIONS FOR OUT-OF-TOWN PROJECTS

- 7.01** The kilometres will be computed from the project to the Burnaby City Hall
- 7.02** To qualify as a Resident for hiring purposes and eligibility for travel pay, an Employee must reside within eighty (80) road kilometres of the project.
- 7.03** For out of town Industrial work where the Employee lives within the eighty (80) kilometre zone but outside the forty (40) kilometre free zone, the Employee will be paid on the basis of thirty-four dollars (\$34.00) total cost for the daily round trip travel for the distance driven from the 41st kilometre to the end of the 80 kilometre zone.

ARTICLE 8 - LAY-OFF NOTICE AND PICK UP TIME

- 8.01** Employees being laid off for any reason on any job shall be given one hours' notice and allowed this hour to pick up and return the Employer's tools, check out of camp or register with the dispatch office of the Union. .

ARTICLE 9 - APPRENTICESHIP AND TRAINING

- 9.01** All apprentices shall be employed in accordance with the provisions of the Industry Training Authority Act, and the parties hereto agree to observe all the provisions of the said Act.
- 9.02** Each Employer employing one (1) journeyman shall be allowed one (1) indentured apprentice for each four (4) additional journeymen employed, one (1) apprentice shall be employed.
- Each shop employing three (3) journeymen or more must employ at least one (1) apprentice. Any deviation from this must be approved by the Piping Industry Apprenticeship Board (PIAB).
- 9.03** All apprentices shall be registered with the Piping Industry Apprenticeship Board (PIAB) and the office of Local Union 170.
- 9.04** Apprentices who are in their last year of apprenticeship shall be recognized as "senior" apprentices and shall be allowed to work as journeymen and only one (1) senior apprentice shall be allowed in any shop or job to each branch of the trade, except where there are more than five (5) journeyman plumbers or five (5) journeyman steamfitters employed, or as arranged by the PIAB.
- 9.05** Journeymen shall be allowed only one (1) helper or one (1) apprentice.
- 9.06** Piping Industry Apprenticeship Board – see Common Terms, Article 11.03.
- 9.07** Monies made available for the upgrading of journeymen shall be under the administration of the Piping Industry Apprenticeship Board.
- 9.08** The apprentice will receive credit towards his/her first term of apprenticeship for this entry - level training. The PIAB Operations Committee to adjust the selection dates to coincide with entry level training dates and to decide length of course and credit.
- 9.09** Employers will contribute on behalf of all indentured apprentices the portion of the pension contribution equal to the portion of the journeyman wage to which they are entitled (e.g., 45% wage, 45% pension; 50% wage, 50% pension contribution.)
- 9.10** The Director of Apprenticeship and/or the Business Representatives will periodically check the apprentices on the jobs to determine whether or not they are being trained in the proper manner.
- 9.11** All senior indentured apprentices (third and fourth year) shall be given employment opportunities to enable them to complete their apprenticeship program. It is, therefore, agreed that a mix of all indentured apprentices will be adhered to by the Employers.

ARTICLE 10 - WAGE RATES AND FRINGE BENEFITS

10.01 Wage Rates

SEE ATTACHED APPENDIX "B" FOR TOTAL WAGE RATES AND CONTRIBUTIONS.

10.02 Foremen

When five (5) or more persons are employed on one job, one (1) shall be designated a Foreman and shall be paid a minimum of fifteen percent (15%) per hour above the journey person rate. General Foremen shall be paid a minimum of twenty percent (20%) per hour over the journey person rate.

10.03 Instrument Calibrators

Employees working as Instrument Calibrators shall be paid one dollar (\$1.00) per hour over the journey person wage rate. This premium shall not apply to Employees working as Instrument Calibrators who are already receiving the Foreman's premium.

10.04 Class "A" Gasfitters

Employees working as Class "A" Gasfitters shall be paid ONE DOLLAR AND FIFTY CENTS (\$1.50) per hour over the journey person wage rate. This premium shall not apply to Employees working as Class Two Gasfitters who are already receiving the Foreman's premium.

10.05 Swinging Scaffold

Employees while working from a swinging scaffold or boson's chair shall be paid fifty cents (\$0.50) per hour over the journey person's rate of pay.

10.06 First Aid Tickets

The parties agree to provide a premium for those employees for whom the Employer requires a Level 2 first aid ticket on a project. Such employees are to receive a premium of twenty-five cents (\$0.25) per hour when such Level 2 first aid ticket is required.

10.07 Underground Provisions

On industrial projects, an Employee who works underground during excavation which includes drilling, blasting, guniting and/or rock bolting shall receive prevailing rates plus ten percent (10%). Employees who work any part of the half shift underground shall be paid the ten per cent (10%) premium for that half shift. If an Employee works underground in both half shifts, the Employee shall be paid prevailing rates plus ten per cent (10%) for all hours paid that shift including shift differential.

10.08 Holiday Pay

Holiday Pay shall be twelve percent (12%) of total gross earnings (not fringe benefits) consisting of six percent (6%) for Annual Holidays and six percent (6%) for Statutory Holidays. Holiday pay to be paid at least once a month on a regular pay day. The Employee may elect to have their holiday pay held until such time as they take their Annual Holidays or on termination. An Employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

10.09 Pay Provisions

- (a) If a job is in the same area as the shop or if a payroll department is set up on the project, then the Employees shall be paid their wages in full at termination, except in extenuating circumstances. However, in such cases the Employee must be paid before the completion of the regular day shift following the shift on which the Employee is working.
- (b) Where the job is not located in the area where the firm is established or there is no payroll department set up on the job, then cheques must be mailed within three (3) working days.

ARTICLE 11 - PIPING INDUSTRY TRUST FUNDS

11.01 It is mutually agreed that each Employer signatory to this Agreement shall contribute to the Trust Funds as outlined in this Section, and each Employer shall be bound to all the rules and regulations contained herein governing the remittance of contributions and the collections of Trust Fund monies.

11.02 Piping Industry Apprenticeship Fund

Effective August 3, 2003, each Employer will contribute forty-eight cents (\$0.48) per hour earned by each Employee, forty-three cents (\$0.43) per hour for Administration, and five cents (\$0.05) for Bursaries. Effective January 1, 2006, each Employer will contribute seventy-three cents (\$0.73) per hour earned by each Employee, (sixty-eight cents (\$0.68) per hour for Administration, and five cents (\$0.05) for Bursaries). Operation of this Fund shall be governed by the PIPING INDUSTRY APPRENTICESHIP BOARD, as defined in Section 11.03.

11.03 Piping Industry Apprenticeship Board

The Piping Industry Apprenticeship Board will manage and control the monies of the Piping Industry Apprenticeship Fund and the training (apprenticeship or upgrading) which is undertaken by the parties through the PIAB. An Operations Committee, made up of three representatives from management and three representatives from the Union will oversee the day to day operations of the Board. The PIAB will be governed by the "Societies Act" with a joint and equal board of ten directors (six of which shall form the Operations Committee) with the Union in the chair with a deciding vote, if needed, on issues other than policy, personnel or budget approval. Union directors shall be appointed by the Union and management directors shall be appointed by MIRA.

11.04 Canadian Training Fund

Each Employer shall contribute, effective August 6, 2002, on Industrial, November 1, 2002, on Commercial/Institutional, five cents (\$0.05) per hour earned by each Employee.

11.05 International Training Fund

Each Employer shall contribute effective August 3, 2003, five cents (\$0.05) per hour earned by each Employee.

11.06 Canadian Political Action Fund

Each Employer shall contribute, effective August 3, 2003, one cent (\$0.01) per hour earned by each Employee.

11.07 Union Health & Welfare Plan

Effective August 2, 2003, each Employer shall contribute two dollars and forty-two (\$2.42) per hour earned by each Employee working under the terms of this Agreement to the Union Health & Welfare Plan.

Additional allocations to the Union Health & Welfare Plan will be identified in Schedule A and Schedule B.

Operation of this Plan shall be governed by the Trustees of the Union Health & Welfare Plan. Trustees to be selected in accordance with Section 11.07(a). In the event of compulsory Government Health and Welfare Plans, this contribution will be in addition thereto.

(a) Health & Welfare Plan Trustees

Trustees of the Union Health & Welfare Plan shall be seven (7) in number, comprising four (4) Union nominees and three (3) Mechanical Industrial Relations Association nominees, and the Chairperson shall be a Local Union 170 nominee. A quorum shall consist of five (5) members, of which three (3) shall be from the Union. The Chairperson presiding at such meetings shall have the second or casting vote in the event of a tie. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. Prior to major changes in policy by the Welfare Plan Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund will be used for the purpose of, and in accordance with, the Trust Agreement dated April 1, 1964, between the Mechanical Industrial Relations Association and Local Union 170.

11.08 Union Pension Plan

Each Employer shall contribute three dollars (\$3.00) per hour earned by each Employee working under the terms of this Agreement to the Local Union 170 Pension Plan. Effective November 1, 2005 this amount shall increase to three dollars and forty cents (\$3.40) per hour earned by each Employee. Effective May 1, 2006, this amount shall be increased to four dollars (\$4.00) per hour earned. Effective May 1, 2007, this amount shall increase to four dollars and fifty cents (\$4.50) per hour earned.

Additional allocations to the Union Pension will be identified in Schedule A and Schedule B.

Operation of this Fund shall be governed by the Trustees of the Pension Plan, such Trustees to be selected in accordance with this Agreement. In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

(a) Pension Plan Trustees

Trustees of the Pension Plan shall be seven (7) in number, comprising four (4) Union nominees and three (3) Mechanical Industrial Relations Association nominees and the Chairperson shall be a Local Union 170 nominee. A quorum shall consist of five (5) members of which three (3) shall be from the Union. The Chairperson presiding at such meetings shall have the second or casting vote in the event of a tie. The complete policies, management and control of this Plan will be controlled by this Board of Trustees. Prior to major changes in policy by the Pension Plan Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund will be used for the purpose of, and in accordance with, the Trust Agreement dated April 1, 1964, between Mechanical Industrial Relations Association and Local Union 170.

11.09 Journeyperson Training and General Industry Promotion Fund (JTIP)

Effective August 6, 2002, each Employer shall contribute ten cents (\$0.10) per hour earned by each Employee working under the terms of this Agreement to the Journeyperson Training and General Industry Promotion Fund. This fund to take care of the already established requirements regarding applicable tickets, welding tests and collective agreement stipulated accessories, supervisor training related programs, and joint industry initiatives and such other items to which the Parties subsequently agree. For the purpose of determining tickets and tests, this is defined as covering costs of Welding Tests, Gasfitters, Plumbers, Steamfitters/Pipefitters, Oil Burner Mechanics and Sprinklerfitters annual ticket renewals required for the performance of their work, other than the original B.C. Provincial Certification (first pressure ticket or Certificate of Competency), and for such other functions as established by the Trustees of this Fund. Operation of this Fund shall be governed by the Trustees of the Journeyperson Training and General Industry Promotion Fund; such Trustees to be selected in accordance with this Agreement.

(a) Journeyperson Training and General Industry Promotion Fund Trustees

The new JTIP fund trust agreement will recognize joint and equal trusteeship with the Local Union in the chair and a deciding vote on the issues, unless otherwise agreed to herein. Trustees of the Journeyperson Training and General Industry Promotion Fund shall be six (6) in number, comprising three (3) Union nominees and three (3) Mechanical Industrial Relations Association nominees. The Chairperson shall be a Union nominee. A quorum shall consist of four (4) members. The Chairperson presiding at such meetings shall have a second or casting vote in the event of a tie. The complete policies, management and control of this Fund will be controlled by this Board of Trustees. Prior to major changes in policy by the Journeyperson Training and General Industry Promotion Fund Trustees, the Trustees shall inform the Parties to the Trust Document at least thirty (30) days prior to the contemplated changes. This Fund shall be used for the purpose of and in accordance with the new Trust Agreement between the Mechanical Industrial Relations Association and Local Union 170.

The Parties agree that the contract costs of an industry research person will be borne equally by the JTIP fund and the MIRA fund, for the term of this Agreement if one is required.

11.10 Mechanical Industrial Relations (MIRA) Fund

Effective August 6, 2002, the MIRA fund, will be funded through a twenty seven cent (\$0.27) per hour earned contribution for all hours worked by all Employers signatory to this agreement. This fund will have Employer only administration.

11.11 Contract Administration Fund

Effective July 15, 2005, all signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payments 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 by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent monies from individual employers.

11.12 Working Dues Check-off

The Employer shall deduct for a Working Dues Check-off an amount of two and one-half percent (2.5%) of hourly gross wages or any additional amount under Resolution passed by the General Membership of the Union, not to include fringe benefits (i.e., Holiday Pay, Health and Welfare, Pension) earned by all Employees while working under the terms and conditions of this Agreement and forward same to the office of the Financial Secretary of the Union, through the designated Trust Company, no later than the fifteenth (15th) day of the calendar month following the month for which the deductions were made. Each Employee shall submit a written Authorization to their Employer as a condition of employment which shall be supplied by the Union.

Collection of the Working Dues Check-off shall come under the same provisions that govern "The Piping Industry Trust Funds", Section 11.16.

11.13 Construction Industry Benefit Funds:

Each Employer shall contribute ten cents (\$0.10) per hour earned, by each Employee working under the terms of this Agreement, to the following Funds or Plans:

| | |
|---|--------|
| B.C. Jurisdictional Work Assignment Plan | \$0.01 |
| Rehabilitation Fund | \$0.02 |
| Local 170 Affiliation Fund/Local 170 Benefit Fund | \$0.06 |
| BCBCBTU Fund | \$0.01 |

(a) BC Jurisdictional Work Assignment Plan

Employers shall provide funding of one cent (\$0.01) per hour for all hours earned by Employees covered by this Agreement to the Jurisdictional Work Assignment Plan Fund in accordance with the Standard Remittance Form. Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the B.C. Jurisdictional Work Assignment Plan (JA Plan), the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration or the B.C. Labour Relations Board, 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.

(b) Rehabilitation Fund

Employers shall provide funding of two cents (\$0.02) per hour for all hours earned by Employees covered by this Agreement to the BC Construction Industry Rehabilitation Fund in accordance with the Standard Remittance Form.

(c) Local 170 Affiliation Fund/Local 170 Benefit Fund

The Local 170 Affiliation Fund/Local 170 Benefit Fund is made up of the following:

- (a) the Affiliation Fund
- (b) the Local 170 Defence Fund
- (c) the Jury Duty Fund

(d) BCBCBTU Fund

Effective August 6, 2002, Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour for all hours earned as established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JA Plan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

(d) Fund Operations

Operation of these funds shall be governed by the Trustees so appointed by their respective bodies.

These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

11.14 Piping Industry of B.C. Indemnity Fund (PIIF)

The funding of this Section shall be paid for by a contribution of one cent (\$0.01) per hour by the Employer for each hour earned by each Employee to the J.T.I.P. in accordance with the Trust Document.

Parties to this Agreement jointly recognize a need to provide a measure of protection to Employees whose earnings or other contractual obligations may be left unsatisfied by reason of default on the part of their Employers. For the purpose of meeting such need, the parties hereto agreed to the provisions of the Piping Industry of British Columbia Indemnity Fund which shall be available for the satisfaction of legitimate claims as expeditiously as possible presented by Employees employed under the terms and conditions of this Agreement.

11.15 Supplementary Unemployment Benefit (SUB) Fund

Effective May 1, 1994, each Employer shall contribute ten cents (\$0.10) per hour earned to the SUB Fund.

11.16 Payment of Trust Fund Contributions and Working Dues Check-off

Contributions to the foregoing Funds and Working Dues Check-off shall be due and payable in the Union office and shall be made in regular monthly remittances, cheques payable at par to the Trust Company or Trust Account designated by the Trustees of the Funds and, in case of Dues Check-off, the Financial Secretary of the Union. All such cheques shall be mailed in accordance

with such procedure as are prescribed by the Trustees.

All contributions to the Funds shall be due and payable on or before the 15th day of the calendar month following the month in which the obligation arose to pay the contributions. The monthly contributions shall arise as agreed upon in any existing or future collective agreements and shall include all obligations which have arisen for work performed by an Employee up to and including the last day of the preceding calendar month.

Each monthly contribution shall be accompanied by a report form as prescribed by the Trustees of the Funds, and should the Employer have no Employees during the month for which contributions would be owing and payable, they shall submit a "NIL" report indicating that they have no Employees working under the terms of this Agreement.

11.17 Delinquent Payments and Inspection

The duly appointed representative of the Joint Conference Board (payroll verifier) shall inspect, by appointment with the Employer, the Employer's payroll to ascertain whether contributions to the Funds have been made as required by this Agreement and, should it be determined that such contributions have not been made, the Employer shall be liable, in addition to the contributions, for the cost of such inspection and audit.

It is agreed that timely contributions to the Trust Funds provided for in this Agreement are essential for the protection of the beneficiaries.

The payroll verifier function will be administered by the Union. The Parties agree that policy issues regarding the payroll verifier will be determined on a joint and equal basis.

Delinquency or failure to pay and/or remit contributions to the Trust Fund shall be dealt with as follows:

- (a) The Union shall advise the Employer within seventy-two (72) hours, in writing, of any delinquency.
- (b) If the Employer fails to respond within seventy-two (72) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment.

ARTICLE 12 - PROTECTIVE CLOTHING AND TOOLS

12.01 When required, rubber boots and raincoats, pants and hats shall be furnished by the Employer on underground sewer and water main work, including piping, carrying gas, oil or other fluids and in accordance with the WorkSafe BC, Accident Prevention Regulations, protective clothing shall be supplied to Employees working in confined spaces on maintenance and repair jobs where certain conditions exist, such as working in tanks or pipe containing chemicals, oils, gases, acids, etc.

12.02 Employers shall supply welder's helmets, leather jackets or arms (when necessary), goggles and gloves. All tools will be supplied by the Employer for all trades. Goggles and gloves will be supplied to Fab Shop Employees. Gloves will be supplied to all Employees working with welders. Coveralls and gloves shall be supplied to all Employees working with fibreglass pipe and materials whether in Shop or Field Construction. Leather aprons will be supplied to fitters working with Welders in Fab Shops. The Employer will be reimbursed for the cost of these leather aprons through the J.T.I.P. Fund.

12.03 When a tool box with a lock and key is supplied to any journeyman Employee, they shall sign a standardized form as approved by the Joint Conference Board and be responsible for the return

of all tools and/or equipment issued to them by the Employer. In case of theft of tools and/or equipment, both parties agree to the principle of prosecution. Any disagreement as to the responsibility shall be decided by the grievance procedure provided in this Agreement.

ARTICLE 13 - MISCELLANEOUS

13.02 Telephones

When a telephone is installed on the jobsite, it shall be made available to Employees for emergency incoming and outgoing calls.

13.03 Use of Personal Vehicles

No Employee shall use their personal vehicle for the transportation of the Employer's tools and/or materials. Ownership of any type vehicle shall not be considered as a condition of employment.

APPENDIX "B"
INDUSTRIAL WAGE RATES AND FUND CONTRIBUTIONS

Industrial Work

| Journeypersons | May 1/08 | May 1/09 |
|-----------------------------------|-----------------|-----------------|
| A. Wages & Holiday Pay | | |
| Journeyperson Wage | \$33.60 | \$34.49 |
| Vac & Stat. Pay (12%) | \$4.03 | \$4.14 |
| Total | \$37.63 | \$38.63 |
| B. Benefit Package | | |
| Health & Welfare | \$2.62 | \$2.62 |
| Pension | \$4.50 | \$4.50 |
| Total | \$7.12 | \$7.12 |
| C. Industry Funds | | |
| PIAB | \$0.73 | \$0.73 |
| JTIP | \$0.10 | \$0.10 |
| MIRA* | \$0.27 | \$0.27 |
| SUB | \$0.10 | \$0.10 |
| Contract Admin. (CLR) | \$0.13 | \$0.13 |
| CIBF | \$0.10 | \$0.10 |
| CTF | \$0.05 | \$0.05 |
| ITF | \$0.05 | \$0.05 |
| Can. Pol. Action Fund | \$0.01 | \$0.01 |
| Total | \$1.54 | \$1.54 |
| **Total (A + B + C) | \$46.29 | \$47.29 |

*MIRA – GST is applicable.

The total (A + B + C) increase for journeypersons for the duration of the agreement is as follows (except for any increases that may occur to the MIRA or Contract Administration Fund.)

| | |
|----------|-----------------|
| May 1/08 | \$1.50 per hour |
| May 1/09 | \$1.00 per hour |

| Supervision | May 1/08 | May 1/09 |
|--------------------------------|-----------------|-----------------|
| Foreman (115%) | \$38.64 | \$39.66 |
| Gen. Foreman (120%) | 40.32 | 41.39 |
| Apprentices | May 1/08 | May 1/09 |
| 1 st 6 months (45%) | \$15.12 | \$15.52 |
| 2 nd 6 months (50%) | \$16.80 | \$17.25 |
| 3 rd 6 months (55%) | \$18.48 | \$18.97 |
| 4 th 6 months (60%) | \$20.16 | \$20.69 |
| 5 th 6 months (65%) | \$21.84 | \$22.42 |
| 6 th 6 months (70%) | \$23.52 | \$24.14 |
| 7 th 6 months (75%) | \$25.20 | \$25.87 |
| 8 th 6 months (80%) | \$26.88 | \$27.59 |
| Building Trades Helper (86.9%) | \$29.20 | \$29.97 |

Provisions for initiation fees and dues:

| | | |
|------------------------|---|-----------|
| Journeyman initiation: | \$ 250.00 plus three months dues (\$ 28.00 per month) | \$ 334.00 |
| Apprentice initiation: | \$ 125.00 plus three months dues (\$ 25.00 per month) | \$200.00 |

Monthly over the counter union dues journeyman are \$ 28.00 per month.
Monthly over the counter union dues apprentice are \$ 25.00

Note; it is the responsibility of the journeyman and apprentice to keep their dues up to date and that they do not go into arrears or suspension.

Note: Working dues under Article 11.12

Trade Section Operative Plasterers, Local 919

ARTICLE 1 – HIRING, NAME REQUESTS, AND CLASSIFICATION

1.01 Hiring

- (a) When competent tradespersons and/or Apprentices are required, competent Union members shall be hired.
- (b) When competent Union members are not available and/or the Union is unable to supply such members, the Employer may obtain the required tradespersons and/or Apprentices elsewhere. Notwithstanding the foregoing, the Employer shall first notify the Union and obtain a work clearance. Such work clearance shall not be unreasonably withheld.
- (c) All tradespersons and/or Apprentices obtained elsewhere by the Employer in accordance with Article 1.01(b) shall join the Union within fifteen (15) calendar days from date of hire or be replaced by competent Union members when such members are available.

1.02 Classification and Availability of Employees

- (a) When requesting the dispatch of an Employee from the Union, the Employer shall have the right to differentiate between a specialty Fireproof Applicator, and a traditional Plasterer.
- (b) The Union shall comply with the Employer's request, and shall be considered to be unable to supply competent Union members if an Employee in the classification requested is not available. Refer to Article 1.01(b).

1.03 Termination of Employment

- (a) **Lay-Off Notice**
Employers shall provide Employees with one (1) hour's notice of termination after one (1) week's employment, or one (1) hour's pay in lieu thereof, to enable said Employees to gather personal tools and put them in shape for the next project.
- (b) If an Employee, for any reason, ceases to be an Employee of the Employer, such Employee shall be paid all outstanding wages, annual vacation pay, and statutory holiday pay owing in accordance with the following:
 - (i) If the project on which the Employee was employed is in the same area where the Employer's office is located and/or where a payroll department is established, the Employee shall be paid by the Employer not later than one (1) working day after such Employee ceases to be employed by the Employer.
 - (ii) (1) If the project on which the Employee was employed is not in the same area where the Employer's office is located and/or where no payroll department is established, the Employee shall be paid by the Employer, or the Employer shall mail a cheque in payment of all outstanding wages, annual vacation pay, and statutory holiday pay owing by registered mail to an address designated by the Employee.

- (2)** Such cheque shall be mailed not later than forty-eight (48) hours, exclusive of Saturdays, Sundays, and statutory holidays, after such Employee ceases to be employed by the Employer.
- (c)** Upon termination of employment, the Employee's Record of Employment shall accompany their final pay cheque.
- (d)** If an Employee is not paid in accordance with Article 1.03(b) and/or 1.03(c), such Employee shall still be considered to be on the Employer's payroll, and shall continue to receive the usual wages and benefits provided for in this Agreement until such time as the Employer complies with the provisions of the Agreement, or other arrangements have been agreed to, in writing, by the Union and the Employer. When circumstances beyond the control of the employer occur to cause delays in pay, employees will not receive this payment of wages.

SCHEDULE "A"
MINIMUM STRIAIGHT TIME HOURLY WAGE RATES

| INDUSTRIAL CONSTRUCTION | Effective Date | | |
|---|----------------|--------------|---------------|
| | May 1/08 | May 1/09 | April 1/10 |
| Crew Leader (115%) | 35.80 | 36.93 | 38.27 |
| Journeyman (100%) | 31.13 | 32.11 | 33.28 |
| AAA3 Apprentice (85%) | 26.46 | 27.29 | 28.29 |
| AA2 Apprentice (70%) | 21.79 | 22.48 | 23.30 |
| AA1 Apprentice (55%) | 17.12 | 17.66 | 18.30 |
| Pre-Apprentice (50%) | 15.57 | 16.06 | 16.64 |
| Annual Vacation and Statutory Holiday Pay | 12% | 12% | 12% |

SCHEDULE "B"
EMPLOYER CONTRIBUTIONS

| EMPLOYER CONTRIBUTIONS (All Employer Contributions are calculated on a "per hours worked" basis). | Effective Date | | |
|---|-----------------------|---------------------|-----------------------|
| | May 1/08 | May 1/09 | April 1/10 |
| Cement Masons' Health/Welfare Trust Fund | 2.25 | 2.30 | 2.35 |
| Group RRSP | 0.74 | 0.85 | 0.96 |
| Contract Administration Fund Up for decision. | 0.13 | 0.13 | 0.13 |
| AWCC Promotion Fund | 0.10 | 0.10 | 0.10 |
| OPCMIA 919 Plasterers' Advancement Fund | 0.10 | 0.10 | 0.10 |
| Rehabilitation Plan | 0.02 | 0.02 | 0.02 |
| Jurisdictional Assignment Plan | 0.01 | 0.01 | 0.01 |
| BCBCBTU Fund | 0.01 | 0.01 | 0.01 |
| Total | 3.36 | 3.52 | 3.68 |

ARTICLE 2 – MONTHLY REMITTANCES AND RATE CALCULATIONS

2.01 Monthly Remittances

- (a)** The Employer shall remit to the Union all Employer contributions and Employee deductions required in accordance with this Agreement, on behalf of those Employees working under the terms of this Agreement.
- (b)** Such remittance shall be made by a single payment, accompanied by a Plasterers' Remittance Report, and shall be received by the Union not later than the fifteenth (15th) day of the month following that month for which such payment is payable.
- (c)**
 - (i)** The Union shall declare an Employer delinquent if the Union has not received said Employer's remittance by the twenty-second (22nd) day of the month following that month for which such payment is payable.
 - (ii)** If the Union declares an Employer delinquent in accordance with Article 2.01(c)(i), the Union shall notify the Employer, in writing, of such delinquency.
 - (iii)** If the Employer fails to respond within forty-eight (48) hours, exclusive of Saturdays, Sundays and statutory holidays, of receipt of such notification of delinquency, the Union shall have the right to:
 - (1)** Demand payment of a penalty in the amount of ten percent (10%) of the delinquent payment.
 - (2)** Require the Employer to post a suitable bond. Such bond shall not be of an amount exceeding a three (3) month average of remittances for such Employer, and shall be returned to the Employer, along with any interest earned, after six (6) consecutive months have elapsed without such Employer having again been declared delinquent.

SCHEDULE "C"
EMPLOYEE DEDUCTIONS

| EMPLOYEE DEDUCTION (Employee Deductions are calculated on the basis noted.) | Effective Date | | |
|---|-------------------------|-------------|---------------|
| | May 1/08 | May 1/09 | April 1/10 |
| Group RRSP | \$ 0.50 per hour worked | | |
| Monthly Dues | \$ 5.00 per month | | |
| Field Dues | 3.0% of wage package | | |
| BCYT Fund | \$ 0.10 per hour worked | | |

ARTICLE 3 – CREW LEADERS AND PREMIUM PAY

3.01 Definition

The term Crew Leader shall be synonymous with Foreman.

3.02 Qualifications

All Crew Leaders shall be members in good standing of the Union.

3.03 When five (5) or more Plasterers are employed by an Employer on a project, one (1) Plasterer shall be appointed as a working Crew Leader.

3.04 When ten (10) or more Plasterers are employed by an Employer on a project, the Crew Leader shall not work with the tools of the trade.

3.05 Crew Leader Premium

The minimum straight time hourly wage rate for a Crew Leader shall be 115% of the applicable Journey person minimum straight time hourly wage rate on the project. In addition to such rate, a Crew Leader shall also be paid all other premiums (i.e. annual vacation pay and statutory holiday pay, overtime, etc.) which may otherwise apply in accordance with this Agreement.

3.06 Plaster Pump Premium

(a) The Plaster Pump premium shall only apply to work performed on Industrial Construction projects.

(b) An Employee operating a plaster pump(s) on an Industrial Construction project shall receive a premium of twenty-five cents (\$0.25) per hour over the applicable straight time hourly wage rate when using a hose not larger than one and one-half (1½) inches in diameter, providing it does not apply to interior texture finishes, and seventy-five cents (\$0.75) per hour over the applicable straight time hourly wage rate when using a hose larger than one and one-half (1½) inches in diameter.

ARTICLE 4 – VACATION AND STATUTORY HOLIDAYS

4.01 Annual vacation pay of six percent (6%) and statutory holiday pay of six percent (6%) shall be combined in an amount equal to twelve percent (12%). Such amount shall include any additional statutory holiday(s) which may be declared by the federal and/or provincial government, and be calculated only on the gross hourly earnings of each Employee regardless of the amount of time worked, and shall accrue to each Employee's credit.

ARTICLE 5 – PAYMENT OF WAGES AND PAYROLL FAILURES

5.01 Payment of Wages

(a) There shall be no more than five (5) days hold-back of an Employee's wages.

(b) On out of town projects, hold-back of wages shall be established at a pre-tender and/or pre-job conference.

- (c) Out of province Employers must maintain adequate payroll records within the province to ensure that questions from Employees and/or the Union concerning Employee pay cheques and/or Records of Employment can be answered by the BC office(s) of the Employer.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.01 On Industrial Construction projects, the first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

ARTICLE 7 - SHIFTS

7.01 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Journeyperson who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

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

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent (16.0%) for each hour worked on any shift which commences between 8:30 pm and before 1:01am. Second and subsequent meal breaks are not considered to be hours worked.

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

ARTICLE 8 - APPRENTICES

- 8.01 No more than fifty percent (50%) of the Employees employed by an Employer in accordance with this Agreement may be classified as an Apprentice. Such percentage shall be calculated on a company wide basis.

ARTICLE 9 – EMPLOYEE-SUPPLIED TOOLS

9.01 Required Tools

- (a) An Employee shall ensure that his tools are in good condition prior to commencing work on a project.

- (b)** An Employee's tool kit shall include the following: hawk, dash brush minimum of two (2) plastering trowels, scratch brush, margin or pointing trowel, dash scoop, angle trowel, hammer, angle float, darby, rubber float, spirit level, finishing brush, tin snips, tool brush, and measuring tape
- (c)** When an Employee is performing wallboard taping and filling work in accordance with Article 2.400, such Employee's tool kit, in addition to those tools required in accordance with Article 25.102, shall include the following: broad knives six (6) inches and smaller, sander, mud pan, stilts, gyproc knife, and appropriate trowels

Trade Section Roofers, Local 280

ARTICLE 1 – UNION SECURITY AND HIRING

- 1.01** The Employer agrees to require membership in the Union as a condition of continued employment.
- 1.02** If the Union provides the Employer with reasons in writing that an Employee is not in good standing in the Union, then the Employer agrees to terminate said Employee.
- 1.03.1** The Union agrees to implement a proper and efficient “hiring hall” for the purpose of supplying qualified Employees to the Employer as needed. Both parties agree to co-operate in every way to implement this provision. The Union will bear reasonable expense for advertising and seeking out qualified men.
- 1.03.2** All Employees covered by this Agreement must be cleared by referral slip through the office of Local Union No. 280 before being hired and put to work. The referral slip shall contain the potential Employee’s name, rate of pay, standing in the Union and other relevant information.
- This Section is not to preclude a member from obtaining his own job or a Firm from “name requesting” a registered unemployed member, provided that in both cases a referral slip is obtained from the Union before work.
- 1.04** In regard to shops located outside the Lower Mainland, the hiring and dispatch of Employees may be accomplished either through an “Area Dispatcher” appointed by the Union or by telephone with follow-up clearance by mail where no Area Dispatchers have been appointed.
- 1.05** In the event that the Union is unable to supply the Employer with qualified men within forty-eight (48) hours, the Employer shall have the right to employ any qualified men, provided however, that all provisions of Section 1.01, 1.02, 1.03.2 of this Article are complied with. The Employer shall be allowed to hire any person for the classification of Roofing Material Handler.
- 1.06** Due attention to the required ratio of Journeymen, Apprentices and Assistants will be paid by both Parties in the hiring and dispatch of Employees.

ARTICLE 2 – EMPLOYEE CLASSIFICATION

- 2.01** The Employer agrees that none but Journeymen, Apprentices or Roofing Material Handler, Damp and Waterproofers in the required ratio shall be employed on any work as described in the Standard Roofing Agreement.
- 2.02** Journeyman shall mean all those employed on work in the Trade Jurisdiction, except those properly registered with the Province of British Columbia or the Yukon Territory and the Joint Apprenticeship Committee as Apprentices or those hired as Roofing Material Handlers.

The term, Journeyman Roofer shall be inclusive of the terms: Built-up Roofer, Tiler, Slather, Shingler; Damp-roofer, Waterproofer; Caulker; Applicator (of fluid plastic decking, roofing and batting, etc.) and any other term commonly used in the Industry. There shall be two (2) groups of

Journeyman: those without a Certificate of Qualification and those with such a Certificate. The Certificate may be one as issued by the Province of British Columbia or it may be issued by the Joint Apprenticeship Committee of the Roofing Industry upon the completion of such time in the trade and/or the writing of such exams, etc., as the Committee shall deem necessary.

- 2.03** Apprentice shall mean that category as defined in the Industry Training Authority Act and its subsequent regulations relating to the Roofing, Damp and Waterproofing Trade. There may be a maximum of one (1) Apprentice for each single Journeyman employed; the total crew of the Employer considered.

Where four (4) or more Journeymen are employed, the Employer shall be required to employ at least one (1) Apprentice.

Roofing Material Handlers shall not exceed 50% of the crew.

Journeyman Roofers and Apprentices shall have priority of employment on the crew that they are assigned to in terms of crew reduction or start up of a project. However, Roofing Material Handlers shall perform work in a labouring capacity as defined elsewhere in this Agreement.

2.04

- (a) Foreman shall mean any Journeyman Employee designated by the Employer to supervise the activities of other Employees.
- (b) The Employer shall designate a Journeyman Roofer as a "B" Foreman when three (3) to seven (7) workers (inclusive of Foreman) are employed on a jobsite. The Employer shall designate a Journeyman Roofer as "A" Foreman when over seven (7) workers are employed on any jobsite. Jobsite Foreman shall not be reduced in rate until the job is completed or as long as he works on such job.
- (c) An "A" Foreman shall be permitted to supervise multiple crews to a limit of fifteen (15) workers on any one-job site.
- (d) Where Foremen are required, it is understood that all working instructions shall be given by or given through the designated Foreman.

ARTICLE 3 – WAGES

- 3.01** The minimum rate of wages for the work classifications in this agreement are outlined in Appendix "A" attached hereto.

- 3.02** After successfully completing and passing all required courses/schooling, certifications, and prior to being upgraded to Journeyman Roofer the new Journeyman shall remain at 85% of the Journeyman hourly wage rate for 2100 hours. The Article applies to experienced un-ticketed roofer members and they shall remain at 85% wage rate until they have successfully challenged the Provincial Trades Qualification requirements. At that time following notice of successful completion to the Employer and the Union all other provisions of this Article apply.

For each and every hour of employment, one dollar (\$1.00) shall be deducted from Apprentice wages and remitted to the Trustees of the Roofers Apprenticeship and Training Fund in the manner provided by the Unified Remittance Form. Such monies shall be administered for the purpose of subsidizing lost wages while Apprentices are attending Apprenticeship School.

- (a) Roofing Material Handler shall mean those solely employed to do work in a labouring capacity (tear offs, removal of old material; screw down insulation; place pavers; safety monitor; truck driver; assist in kettle operations; shoveling gravel and moving materials).

Roofing Material Handlers shall be paid at 50% of the Journeyman rate of pay plus eight percent (8%) Statutory Holiday and Vacation pay as per the Employment Standards Act. The Employer shall provide BC Medical as soon as possible for each Material Handler (inclusive of family if required). The Employer shall also remit all funds listed under the Standard Roofing Agreement with the exception of Article 6, Health Benefit Fund, and Article 7, Pension Fund.

Roofing Material Handlers shall be required to register with the Union and be dispatched in accordance with the provisions of Article 1 after five (5) working days.

- (b) An indentured Apprentice will not proceed to his/her 4th period rate of pay sixty-five percent (65%) until successful completion of his/her first year school session.

An indentured Apprentice will not proceed to his/her 5th period rate of pay seventy percent (70%) until successful completion of his second year school session. The Employer shall remit for an Indentured Apprentice from 0 to 1300 hours all funds excluding Article 7 Pension Fund. From 1301 hours the Employer shall remit to all funds as per the Standard Roofing Agreement.

ARTICLE 4 – ROOFERS’ WORK WEEK, HOURS AND OVERTIME

4.01 The regular hours of labour shall be forty (40) hours a week at straight time rates. This forty (40) hour flexible workweek is solely intended to provide the maximum opportunity for both Employer and Employees to complete forty (40) hours of work per week. The above is not to be used to avoid overtime.

4.02 The regular hours of labour shall be reduced by eight (8) hours for each recognized Statutory Holiday or substitute day falling within that week.

4.03 On out-of-town jobs, the regular hours of labour shall be provided as outlined in Article 4.01. Should an out-of-town job be completed before the week’s end, or should the Employer decide to return the Employee(s) from the jobsite before week’s end, then a minimum of eight (8) hours is payable for each day on the job providing the Employee(s) are fit and available to work each day spent at the out-of-town jobsite.

There shall be a minimum guarantee of three hundred (\$300.00) dollars per week, per Journeyman when working on all Out of Town projects. Applicable percentage rates shall be paid to other crewmembers.

4.04 Work in excess of forty (40) hours per week shall be considered as overtime and shall be paid for at the rate of one hundred and fifty percent (150%) of the appropriate wage rate (time and one-half). The Employer will endeavor to schedule work on Fridays and Saturdays in order that the day’s work be completed by 4:00 pm.

4.05 All work on Sunday and Statutory Holidays (or substitute days) shall be paid for at one hundred and fifty percent (150%) of the appropriate wage rate (time and one-half).

4.06 Overtime conditions as outlined in this article supersede overtime conditions as outlined in Article 8 of the Project Labor Agreement.

ARTICLE 5 – PAYMENT OF WAGES AND TERMINATION

- 5.01** The Employer may withhold a reasonable amount of wages, not to exceed one week's wages, in order that the payroll may be prepared.
- 5.02** In the event that an Employee is laid off, he shall be paid his wages in full, including Holiday and Vacation pay, not later than one (1) working day after he ceases to be an Employee. On out-of-town jobs the Employee's pay will be forwarded by mail within three (3) working days.

Where an Employee is not paid as provided above such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions until there is compliance with the above provisions or other arrangements are made between the Employer and the Union.

If the Employer can prove, in writing, that the Employee(s) are not paid as provided above because of factors beyond his Company's control, then the above clause does not apply.

- 5.03** The Employer will give one (1) hour's notice of termination to any Employee being laid off or terminated. Employees, in turn, will give one (1) hour's notice of intention to quit.
- 5.04** On terminating Employees, due attention shall be paid to maintaining the required ratio of Journeymen, Apprentices and Probationary Apprentices.
- 5.05** Should it be necessary to reduce the work force, the Employer shall lay-off or terminate Journeymen in the following sequence:

- | | | |
|--------|---|-----------------------------------|
| First | - | Probationary or Applicant Members |
| Second | - | Members without the Certificate |
| Third | - | Members with TQ Certificate |

- 5.06** If an Employee working on an "out-of-town" job is dismissed for cause, then notwithstanding anything contained in this Agreement the Employer shall provide transportation for said Employee to the nearest form of public transportation.

Where such dismissal is for just cause and where the Employer has supplied the necessary funds for return public transportation, then the Union shall assist the Employer to recover the monies paid on behalf of the member.

ARTICLE 6 – HEALTH BENEFIT FUND

- 6.01** Effective Nov.1, 2007 - Three dollars and four cents (\$3.04) for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers' Health Benefit Fund.
- 6.02** These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover in the manner provided by the Unified Remittance Form (Roofers)
- 6.03** The Health Benefit Fund will provide benefits on a schedule to be determined by the Trustees.

ARTICLE 7 – PENSION FUND

Adjust Employer contributions to reflect new rates effective upon signing.

- 7.01** Effective May 1, 2008 – Three dollars and thirteen cents (\$3.13) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers Pension Fund
- 7.02** These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover in the manner provided by the Unified Remittance Form. (Roofers).

ARTICLE 8 – ROOFERS APPRENTICESHIP AND TRAINING FUND

- 8.01** Effective September 1, 2005 ten cents (\$0.10) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Roofers Apprenticeship and Training Fund.
- 8.02** These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover in the manner provided by the Unified Remittance Form (Roofers).
- 8.03** This Fund shall be used by the Trustees to finance and administer the Apprenticeship Program.

ARTICLE 9 – ROOFING CONTRACTORS ASSOCIATION FUND (RCABC)

- 9.01** Eight cents (\$0.08) per hour for each and every hour or part hour of employment in any classification will be paid by the Employer to the Roofing Contractors Association Fund. GST is to be added.
- 9.02** These monies will be remitted by the 15th day of the month following that which contributions cover in the manner provided by the Unified Remittance Form (Roofers).
- 9.03** The Trustees of the Roofing Contractors Association Fund (RCABC) shall disburse all monies received during the life of this Agreement for the promotion of the Industry as the Trustees shall see fit and necessary provided none of the monies shall be used for anti-Union, anti-association or political purposes.
- 9.04** **RCABC Training Fund**
Effective November 1, 2005, twelve cents (\$0.12) per hour employment in all classifications shall be paid by the Employer to the RCABC Training Fund.

ARTICLE 10 – OTHER FUNDS

10.01 Contract Administration Fund

All signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payment 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 by a summary report that provides hours of work and fund remittances by each employer under the agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereof shall be borne by CLR. The Union will not have any responsibility for delinquent monies from individual employers. Contributions shall be made in accordance with Article 13.

10.02 Jurisdictional Assignment Plan Fund

- (a) An amount equal to one cent (\$0.01) per hour for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form provided for in this Collective Agreement, for each hour of work performed by each Employee covered by this Agreement.
- (b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

10.03 BCBCBTU

Effective June 15, 2002, the Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour for all hours worked or earned as established in each of the respective trade Collective Agreements by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

10.04 Local 280 Council Fund

The Employer will pay ten cents (\$0.10) per hour for each and every hour or part hour of employment in any job classification to the British Columbia and Yukon Building Trades Council Fund. These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

10.05 Rehabilitation Fund

Two cents (\$0.02) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the B.C. Construction Industry Rehabilitation Fund.

10.06 Local 280 Promotion Fund

Effective September 1, 2005, three cents (\$0.03) per hour for each and every hour or part hour of employment in any job classification will be paid by the Local Union 280 Promotion Fund.

These monies will only be used for promotion of the Unionized sector of the Roofing Industry.

These monies will be remitted by the fifteenth (15th) day of the following month, following that which contributions cover, in the manner provided by the Unified Remittance Form.

ARTICLE 11 – DEDUCTION OF UNION DUES

- 11.01** The Employer agrees to deduct dues from any earnings accrued in each month, from each and every Employee covered by this Agreement, and the amount established by the Union in conformity with the Constitution and By-Laws of the Union.
- 11.02** The total amount deducted, with an itemized statement of same, shall be forwarded to the Union by the 15th day of the following month in the manner provided for in the Unified Remittance Form.
- 11.03** Should the schedule of Basic and/or Supplementary Dues be changed, the Financial Secretary of the Union shall inform the Employer, in writing, sixty (60) days in advance of such change. Such altered schedule shall become part of this Agreement.
- 11.04** The Employer agrees to have all present and future Employees covered by this Agreement as a condition of continued employment consent, in writing, to the implementation of this Article.
- 11.05** The Union shall deliver to the Employer a Statutory Declaration as required by Part 1, Section 10 (2) of the Labour Law of British Columbia Act.

ARTICLE 12 – FUNDS

12.01

- (a)** Both parties signatory to this Agreement agree that payments into any Fund covered by this Agreement must commence at the time of hiring of any person covered by the scope of this Agreement, regardless of whether or not such person is in a probationary period.
- (b)** Both parties agree that enabling shall not be used to reduce or eliminate any joint industry funds or individual dues to umbrella organizations without prior written consent of the BCBCBTU and CLR.

12.02 Penalty for late Payment of Funds

- (a)** In the event that the Employer's Remittance is late arriving at the Health and Benefits In-Trust Desk after the 15th day of the month, as post marked, the administrator will advise the Employer in writing by registered mail within forty-eight (48) hours of any delinquency.

If the In-Trust Desk has not received payment within forty-eight (48) hours of the Employer receiving notification exclusive of Saturdays, Sundays and Statutory Holidays, a ten percent (10%) penalty shall be applied to the late payments to the appropriate contributions and/or deductions.

- (b)** An Employer will be considered in default if payment to any fund covered by this Agreement is not paid by the twenty-fifth (25th) day of the following month that contributions cover.

- 12.03** Prior to any action taken by the Union to collect funds from the Company in default, said company must be notified by the Union. Should the Company remain in default, the Union shall take such action as it deems necessary and the conditions of Article 12.02 shall apply.

- 12.04** In the event any person subject to this Agreement has a claim for benefits under the Benefits Plan refused as a result of an Employer's default in payments, such Employer shall be liable for an amount equal to said claim, plus such costs as the Trustees of this Plan may determine.
- 12.05** Should the Trustees of any Fund covered by this Agreement wish to check payments by an Employer, such Employer must open his books to a Chartered Accountant appointed by the Trustees.
- 12.06** An Employer in default of payments to any Fund covered by this Agreement will not be acceptable for renewal of the Standard Roofing Agreement until all default payments have been brought up to date. Under certain conditions the Union may request a maximum Cash Bond of not higher than an equivalent of three (3) months average remittances. New companies shall pay an estimated amount that is required by the Union to be deposited with Local Union No. 280 for a maximum period of not more than two (2) years. It is agreed that any interest generated by such cash bond will be returned to the Employer.

ARTICLE 13 – UNIFIED REMITTANCE OF ROOFER FUNDS

- 13.01** All Funds and Check-Off payments shall be recorded and itemized on the Unified Remittance Form (Roofers). This Form shall be supplied by the Union and shall make provisions for the listing of each Employee's name, social insurance number, and number of hours earned.
- 13.02** All Fund and Check-Off Remittances shall be consolidated into one cheque payable to "Sheet Metal Workers, Local 280 – In Trust". Both parties agree that remittances must be paid by the calendar month for all hours employed in any given month. However, in the event the remittances are calculated by the pay period, then all hours must be carried through and paid for to the first pay period of the following month. Companies wishing to remit by the pay period must notify the Union, in writing, of their intention.
- 13.03** It is understood that all fund contributions are over and above wages called for and may be subject to taxation as levied by either Provincial or Federal statutes. Dues check-offs are deductions from wages.
- 13.04** Hours of employment as outlined in Fund Articles include equivalent hours for holidays and vacations.
- 13.05** If the Employer has no Employees during a given month, he shall submit a "NIL" report unless it is clearly understood by all parties that he has declared himself out of business.

ARTICLE 14 – TOOLS

14.01 A JOURNEYMAN ROOFER shall possess in good condition, at his own expense, a minimum standard set of hand tools and accessories to enable him to carry out his work efficiently as follows:

| | |
|--------------------------|-------------------------|
| 1 Screwdriver | 1 Set of Roofing Knives |
| 1 Crescent Wrench (8") | 1 Roofer's Hatchet |
| 1 Pr. Combination Snips | 1 Pointing Trowel |
| 1 Hammer (Straight claw) | 1 Safety Hat |
| 1 Measuring Rule | 1 Tool Box or Bag |
| 1 Pair of Gloves | |

14.02 By mutual agreement, the above list may be modified for certain branches of the trade such as Tilers, Plastic Deck Applicators, etc.

Apprentices shall be expected to obtain an appropriate tool kit.

14.04 The Employer must assure the safety of members' tools against fire and burglary or loss when working over water or such other areas where tools cannot be retrieved while in his employ and in the event of loss thereby replace same. If so requested by the Employer, the Employee will submit to the Superintendent or Company Representative an inventory of tools carried.

ARTICLE 15 – TRAINING AND CERTIFICATION OF JOURNEYMEN

15.01 All parties shall co-operate in every way possible through the good offices of the Joint Apprenticeship Committee to promote the training, qualification, upgrading and skill improvement of existing Journeymen employed in the industry.

15.02 The Joint Apprenticeship Committee shall also be responsible for the Certification of existing Journeymen, either through the machinery of the Tradesmen's Qualification Act or through its own resources. Certification shall be based on basic requirements as set forth by the Committee after due consideration.

ARTICLE 16 – ASSOCIATED TRADE

16.01 Due, in many cases, to joint certification of the Roofers, Damp and Waterproofers and the Sheet Metal Workers as represented by Local Union No. 280, it is agreed that this Standard Roofing Agreement shall run concurrently with the Standard Sheet Metal Working Agreement, both in this and subsequent years.

16.02 Journeymen Roofers shall be permitted to apply "gravel stop", simple flashing, gum pots and similar minor sheet metal items used in roofing.

16.03 All other sheet metal work connected with a roofing or waterproofing contract, including roof vents, major flashings and copings, etc. as well as all other work coming within the jurisdictional field of the Sheet Metal Worker, as outlined in the Standard Sheet Metal Working Agreement, shall be fabricated and installed by Sheet Metal Workers members of Local Union No. 280.

- 16.04** If, in conformity with the above the Employer hires Sheet Metal Workers, it is agreed that he will sign the Standard Sheet Metal Working Agreement and the rate and conditions of that Agreement shall apply. Should this not be the case, then the Employer agrees to sublet all sheet metal work to a bona-fide Sheet Metal Contractor signatory to an Agreement with and employing members of Local Union No. 280.
- 16.05** All parties agree to respect the regulations pertaining to each trade under the Apprenticeship and Tradesmen's Qualification Act.

ARTICLE 17 – APPRENTICESHIP

- 17.01** A Joint Apprenticeship Committee of the Roofing Industry shall be formed of four (4) members nominated by the Association and four (4) members of the Union. This Committee shall be formed within two (2) months of the reference date of this Agreement by a mutual exchange of letters between Association and Union.
- 17.02** The Committee shall meet as required by either Party and shall be financed by the Roofer's Apprenticeship and Training Fund. The Committee shall set up the Trust Agreement and shall act as Trustees of the Fund.
- 17.03** All Apprentices shall be indentured to the Joint Apprenticeship Committee in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act. The Committee shall be empowered to formulate and make operative Apprenticeship and Training Standards as they may deem necessary and which do not conflict with the specific terms of the Agreement.
- Such standards to govern eligibility, registration, education, transfer, hours and working conditions of duly qualified Apprentices and the operation of an adequate Apprenticeship system to meet the needs and requirements of the Trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.
- 17.04** The term of Apprenticeship shall be not less than thirty-four hundred (3,400) hours of reasonably continuous employment including probationary period and including the required hours of supplemental school instruction (120 hours per year minimum).
- 17.05** The Employer shall be allowed and encouraged to have one (1) Apprentice for each one (1) Journeymen (with or without Certificate) employed. They shall be at all times under the direction of Journeymen Roofers for the first two (2) years of their Apprenticeship.
- 17.06** When hiring or laying off Apprentices, the Employer shall maintain an equal distribution of Junior and Senior Apprentices.
- 17.07** All Apprentices must be cleared by referral slip from the Joint Apprenticeship Committee of the Roofing Industry before being dispatched by Local Union No. 280. In the case of new Apprentices, the Employer or any other interested party shall have the right to refer individuals to the Joint Apprenticeship Committee, who after determining the applicant's qualifications and eligibility, may indenture in accordance with the foregoing provisions.
- 17.08** It is agreed that the Joint Apprenticeship Committee will publish and provide each Apprentice with an Apprentice Working Log Book.

ARTICLE 18 – UNION REPRESENTATIVES

18.01 On the job sites where the work involved can be reasonably projected to be greater than two (2) weeks' duration and subject to trade competency, the Steward shall be the last man to be terminated or transferred with the exception of the Foreman.

The Union agrees to notify the Employer, in writing, of the appointment of Stewards. The Employer agrees to notify the Union, in writing, stating the reasons for layoff or termination of any Steward.

18.02 Members representing Local Union No. 280 as a delegate, board or committee member shall be allowed the necessary time off for those duties, providing notice is given.

**ROOFER / DAMPROOFER WAGE RATE
SCHEDULE "A"**

| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
|--|--------------------|------------|------------|------------|
| New JM Roofer 85% 12% Vacation & Stat.Pay | \$22.98 \$ 2.76 | TBA TBA | TBA TBA | TBA TBA |
| Total | \$25.74 | TBA | TBA | TBA |

| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
|---|--------------------|------------|------------|------------|
| Journeyman Wage Rate 12% Vacation & Stat.Pay | \$27.03 \$ 3.24 | TBA TBA | TBA TBA | TBA TBA |
| Total | \$30.27 | TBA | TBA | TBA |

| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
|---|--------------------|------------|------------|------------|
| Roofer Foreman "B" 12% Vacation & Stat.Pay | \$28.93 \$ 3.47 | TBA TBA | TBA TBA | TBA TBA |
| Total | \$32.40 | TBA | TBA | TBA |

| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
|---|--------------------|------------|------------|------------|
| Roofer Foreman "A" 12% Vacation & Stat.Pay | \$29.53 \$ 3.54 | TBA TBA | TBA TBA | TBA TBA |
| Total | \$33.07 | TBA | TBA | TBA |

| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
|--|--------------------|------------|------------|------------|
| Material Handler 50% 8% Vacation & Stat.Pay | \$13.52 \$ 1.08 | TBA TBA | TBA TBA | TBA TBA |
| Total | \$14.60 | TBA | TBA | TB |

SCHEDULE OF ROOFING FUND CONTRIBUTIONS

| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
|-------------------------|-----------|-----------|-----------|-----------|
| Health Benefits | \$3.04 | TBA | TBA | TBA |
| Pension | \$3.13 | TBA | TBA | TBA |
| Roofer's Apprenticeship | \$0.10 | \$0.10 | TBA | TBA |
| Local 280 Council | \$0.10 | \$0.10 | TBA | TBA |
| Rehabilitation | \$0.02 | \$0.02 | TBA | TBA |
| BCBCBTU | \$0.01 | \$0.01 | TBA | TBA |
| BC Assignment Plan | \$0.01 | \$0.01 | TBA | TBA |
| Local No. 280 Promotion | \$0.03 | \$0.03 | TBA | TBA |
| RCABC | \$0.0840 | \$0.0840 | TBA | TBA |
| RCABC Training Plan | \$0.12 | \$0.12 | TBA | TBA |
| Contractor Admin. | \$0.13 | \$0.13 | | |
| TOTAL | \$6.774 | TBA | TBA | TBA |

TRADE SECTION SHEET METAL WORKERS, LOCAL 280

ARTICLE 1 - HIRING AND UNION SECURITY

- 1.01** The Union agrees to furnish, upon request by the Employer, duly qualified Journeymen, Apprentices, Welders and Material Men in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.
- 1.02** The Employee agrees to acquire membership in the Union as a condition of hire and continued employment.
- 1.03** All Employees covered by this Agreement must be cleared by referral slip through the office of Local Union No. 280 before being hired. A referral slip must contain the Employee's name, category, rate of pay, and T.Q. Certificate No. Outside the Lower Mainland of B.C., this may be accomplished either through an "Area Dispatcher", so appointed by the Union or by telephone with follow-up clearance by mail where no Area Dispatchers have been appointed.

This Clause is not to preclude a member from obtaining his own job, providing that a referral slip is obtained from the Union.

- 1.04** In the event that the Union is unable to supply the Employer with qualified men within forty-eight (48) hours, the Employer shall have the right to employ any available qualified men, provided however, that all the provisions of Articles 1.02 and 1.03 are complied with.

ARTICLE 2 - CLASSIFICATIONS

- 2.01** The Employer agrees that none but Journeyman and Apprentice Sheet Metal Workers shall be employed on any work described in Clause 4 except as provided in the following Sections.
- 2.02 Material Man**
- (a) In the shop, Material Man shall not work on the fabrication of material coming within the jurisdiction of this Agreement.
 - (b) Material Man shall be permitted to clean, paint, crate and uncrate; load and unload trucks; deliver and pick up material. He may also apply duct liner.
 - (c) On jobsite, Material Man shall be allowed to caulk existing duct systems; load and unload trucks; move material to the storage area provided on each floor; and handle for removal of old, excess waste materials from the jobs.
 - (d) Rate of pay to be based at fifty percent (50%) of the Journeyman's rate.
 - (e) Employees who were previously at seventy-five percent (75%) of the Journeyman's rate will remain at seventy-five percent (75%).

2.03 Welders

- (a) Welders shall be classed as Journeymen and shall receive Journeyman's wages except those Welders who, in the shop, weld on assembly work and/or weld for a Journeyman who does the fitting in preparation for the weld or who completes the weld. Such Welders shall receive as wages not less than eighty-five percent (85%) of the Journeyman's rate of pay.
- (b) The Employer shall pay all costs incurred in the Certification of Welders as required by the Company, except that the individual Welder shall pay for any required registration or Welder's fees. If the Welder fails to pass the test, the Employer shall not be required to pay for his testing time.
- (c) Applicants for membership in the Sheet Metal Workers Local 280 as Journeymen Welders must prove their capabilities. A valid C.W.B. or D.P.W. certification shall be accepted as proof.
- (d) All welding performed in the field shall be done at the Journeyman's rate of pay.

2.04 Foreman

- (a) It is the intent of both parties to this Agreement that the term, "Foreman" shall mean any Journeyman Employee of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.
- (b) The Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman when three (3) Journeymen to seven (7) workmen (inclusive of Foreman) are employed on any jobsite. The "B" Foreman rate of pay shall be Journeyman Sheet Metal Worker rate plus two dollars (\$2.00) per hour. The Employer shall designate a Journeyman Sheet Metal Worker as "A" Foreman when over seven (7) workmen are employed on any jobsite. The "A" Foreman rate of pay shall be Journeyman rate plus three dollars (\$3.00) per hour. Jobsite Foreman shall not be reduced in rate until the job is completed or as long as he works on such job.
- (c) In shops, the Employer shall designate a Journeyman Sheet Metal Worker as a "B" Foreman when up to five (5) workmen (inclusive of Foreman) are employed in the shop. When over five (5) workmen are employed in the shop on a regular or semi-regular basis, the Employer shall designate a Journeyman Sheet Metal Worker as "A" Foreman. Shop Foreman rates shall not have cause to fluctuate up and down by temporary changes in the workforce. All workmen working in the shop shall be under the supervision of the shop Foreman.
- (d) An "A" Foreman shall be permitted to supervise multiple crews to a limit of fifteen (15) workmen on any one (1) jobsite.
- (e) Where Foremen are required, it is understood that all working instructions shall be given by or given through the designated Foreman.

2.05 Pre-Apprentice

- (a) Those applying to be a Pre-Apprentice must meet the qualifications required to become Registered apprentice, which are, as per the BC Provincial Standards and successful completion of the Industry Training Board's entrance examination.

- (b) Pre-Apprentices shall not be registered by the Sheet Metal Industry Training Board until 1600 hours have been worked, or from a recommendation from the employer of the Pre-Apprentice.
- (c) Pre-Apprentices will be under the guidance of Local 280, including dispatch.
- (d) Local 280 will send Pre-Apprentice Monthly Report Forms to Employers with Pre-Apprentices.
- (e) Employers must fill out evaluations of Pre-Apprentices who get laid off.
 - (i) All hours worked must be reported on the Unified Remittance Form.
- (f) It is hereby agreed that a maximum ratio of one (1) Pre-Apprentice for every two (2) Apprentices shall be allowable under the terms of this agreement. Any shop may have one (1) gratis Pre-Apprentice not included in this ratio. The preceding is provided that Clauses 35.04(a) and (b) are in compliance. The gratis Apprentice permitted in the shop is not included in this ratio.

Sheet Metal Pre-apprentice wages:

| | |
|----------------------------------|---|
| 0000-1600 hours | 40% |
| Vacation & Statutory Holiday Pay | 8% |
| Pension | 0 |
| Health Benefits | 0 - 800 hours – BC Medical only 801 – 1600 hours – Local 280 Health Benefit Plan |

2.06 First Year Journeyman

0000 – 1600 hours, 90% Journeyman rate
1601 + hours, 100% Journeyman rate

This clause is not applicable to Apprentices who have 1601 plus hours credit as of May 1, 2005.

This Clause is in effect for Apprentices who have 1600 hours or less credit as of May 1, 2005.

ARTICLE 3 - PAYMENT OF WAGES AND TERMINATION

- 3.01** The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages in order that the payroll may be prepared.
- 3.02** In the event that an Employee covered by this Agreement ceases for any reason to be an Employee of the Employer, the Employee shall be paid all his wages, including holiday and vacation pay in the following manner:
 - (a) If the job is in the same area where the firm is established or where a payroll department is set up, then the Employee shall be paid not later than one (1) working day after he ceases to be an Employee and his separation slip shall be made available or mailed not later than two (2) working days after he ceases to be an Employee. (Paycheque may be sent via registered mail or courier by mutual consent.)
 - (b) If the job is not in the same area where the firm is established or where there is no payroll set up then the Employee shall be paid, or the Employer shall mail all accrued wages by

registered mail to an address designated by the Employee, not later than three (3) business days after he ceases to be an Employee.

- 3.03** Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.

If the Employer can prove, in writing, that it was beyond his Company's control, then the above clause does not apply.

All Employees shall receive one (1) hour's notice of layoff or one (1) hour's straight time pay in lieu thereof at the Employers option.

- 3.04** If an Employee working on an "out-of-town" job is dismissed for cause, then notwithstanding anything contained in this Agreement, the Employer shall provide transportation for said Employee to the nearest form of public transportation

ARTICLE 4 - OVERTIME

- 4.01** All overtime will be paid at one hundred and fifty per cent (150%) of the appropriate wage rate for the first two (2) hours, and at two hundred per cent (200%) for any additional hours worked in the day. Saturdays will be paid at one hundred and fifty per cent (150%) of the appropriate wage rate for the first eight (8) hours; all hours worked over eight (8) hours will be paid at two hundred per cent (200%). Sundays and Statutory Holidays will be paid at two hundred per cent (200%) of the appropriate wage rate.

ARTICLE 5 - HEALTH BENEFIT FUND

- 5.01** Effective November 1, 2007, two dollars and seventy-one cents (\$2.71) per hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers' Health Benefit Fund.

Effective May 1, 2005, "Owner Members" shall pay the minimum required hours at the established contribution rate to the Health Benefit Plan.

- 5.02** These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.
- 5.03** The Health Benefit Fund will provide benefits to Employees and participating Employers who become eligible on a schedule to be determined by the Trustees.

ARTICLE 6 - PENSION FUND

- 6.01** Effective May 1, 2008, three dollars and thirteen cents (\$3.13) per hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers' Pension Fund.

- 6.02** These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

ARTICLE 7 - APPRENTICESHIP AND TRAINING FUND

7.01 Seventeen cents (\$0.17) per hour will be paid by the Employer to the Trustees of the Sheet Metal Apprenticeship and Training Fund.

Effective May 1, 2006, twenty-two cents (\$0.22) per hour will be paid by the Employer to the Trustees of the Sheet Metal Apprenticeship and Training Fund.

Effective May 1, 2007, twenty-seven cents (\$0.27) per hour will be paid by the Employer to the Trustees of the Sheet Metal Apprenticeship and Training Fund.

(a) All Sheet Metal Apprentices will have one dollar (\$1.00) per hour deducted from their wages. The money will be remitted to the Trustees of the Sheet Metal Industry Training Board, and paid back to the Apprentice when he or she attends school.

7.02 These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

ARTICLE 8 - LOCAL UNION NO. 280 PROMOTION FUND

8.01 Effective December 1, 2002, three cents (\$0.03) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Trustees of the Local Union No 280. These monies will only be used for promotion of the Unionized sector of the Sheet Metal Industry.

8.02 These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

ARTICLE 9 - SHEET METAL INDUSTRY FUND

9.01

(a) Effective December 1, 2002, twenty-seven cents (\$0.27) per hour shall be paid into the Sheet Metal Industry Fund of BC.

(b) Effective May 1, 2006, thirty cents (\$0.30) per hour shall be paid into the Sheet Metal Industry Fund of BC.

(c) An amount of four cents (\$0.04) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the SMACNA-B.C. Labour Relations Fund.

(d) Effective May 1, 2006, five cents (\$0.05) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the SMACNA-BC Labour Relations Fund.

9.02 These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

9.03 It is agreed that the Fund will be used to promote programs of industry education, training, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Working Industry, improve the technical and business skills of Employers, stabilize and improve Employer/Union relations and promote, support and improve the training and

employment opportunities for Employees. No part of these payments shall be used for political or anti-Union activities.

ARTICLE 10 – JURISDICTIONAL ASSIGNMENT PLAN FUND

- 10.01** An amount equal to one cent (\$0.01) per hour for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance for provided for in this Collective Agreement for each hour of work performed by each Employee covered by this Agreement.
- 10.02** These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

ARTICLE 11 - DEDUCTION OF BASIC AND SUPPLEMENTARY DUES

11.01

- (a) The Employer agrees to deduct dues from any earnings accrued in each month, from each and every Employee covered by this Agreement, an amount established by the Union in conformity with the Constitution and By-Laws of the Union.
- (b) The total amount deducted, with an itemized statement of same shall be forwarded to the Union by the fifteenth (15th) day of the following month in the manner provided for in the Unified Remittance Form.
- (c) Should the schedule of Basic and/or Supplementary Dues be changed, the Financial Secretary of the Union shall inform the Employer in writing sixty (60) days in advance of such change. Such altered schedule shall become part of this Agreement.

- 11.02** The Employer agrees to have all present and future Employees covered by this Agreement, as a condition of continued employment, consent in writing to the implementation of this Clause.

The Union shall deliver to the Employer, a Statutory Declaration as required by Part 1, Section 16(2) of the Labour Relations Code of British Columbia.

ARTICLE 12 - FUNDS

- 12.01** Both parties signatory to this Agreement agree that payments into any Fund covered by this Agreement must commence at the time of hiring of any person covered by the scope of this Agreement, regardless of whether or not such person is in a probationary period.

12.02 Penalty for Late Payment of Funds

- (a) In the event that the Employer's Remittance is late arriving at the Health Benefits In-Trust Desk after the 15th day of the month, as postmarked, the administrator will advise the Employer in writing by registered mail within forty-eight (48) hours of any delinquency.
- (b) If the In-Trust Desk has not received payment within forty-eight (48) hours of the Employer receiving notification exclusive of Saturdays, Sundays and Statutory Holidays, a ten percent (10%) penalty shall be applied to the late payments to the appropriate contributions and/or deductions.

- (c) An Employer will be considered in default if payment to any fund covered by this Agreement is not paid by the twenty-fifth (25th) day of the following month that contributions cover.
- 12.03** Prior to any action taken by the Union to collect funds from the Company in default, said Company must be notified by the Union. Should the Company remain in default, the Union shall take such action as it deems necessary and the conditions of Article 12.02 shall apply.
- 12.04** In the event any person subject to this Agreement has a claim for benefits under the Health Benefits Plan refused as a result of an Employer's default in payments, such Employer shall be liable for an amount equal to said claim, plus such costs as the Trustees of this Plan may determine.
- 12.05** Should the Trustees of any Fund covered by this Agreement wish to check payments by an Employer, such Employer must open his books to a Chartered Accountant appointed by the Trustees.
- 12.06** An Employer in default of payments to any fund covered by this Agreement will not be acceptable for renewal of the Standard Sheet Metal Agreement until all default payments have been brought up to date. Under certain conditions the Union may request a maximum Cash Bond of not higher than an equivalent of three (3) months average Remittances. New companies shall pay an estimated amount that is required by the Union, to be deposited with Local Union No. 280 for a maximum period of not more than two (2) years. It is agreed that any interest generated by such cash bond will be returned to the Employer.

ARTICLE 13 - UNIFIED REMITTANCE OF FUNDS

- 13.01** All Funds and Check off payments shall be recorded and itemized on a Unified Remittance Form. This Form shall be supplied by the Union and shall make provisions for the listing of each Employee's name, Social Insurance Number, number of hours earned.
- 13.02** All Funds and Check off Remittances shall be consolidated into one (1) cheque payable to "Sheet Metal Workers, Local 280 - In Trust".
- 13.03** Both parties agree that remittances must be paid by the calendar month for all hours employed. However, in the event the remittances are calculated by the pay period, then all hours must be carried through and paid for to the first pay period of the following month. Companies wishing to remit by the pay period must notify the Union in writing of their intention.
- 13.04** It is understood that all Fund contributions are over and above wages called for and may be subject to taxation as levied by either Provincial or Federal statutes. Dues check offs are deductions from wages.
- 13.05** Hours of employment as outlined in fund clauses include equivalent hours for holidays and vacations.
- 13.06** If the Employer has no Employees during a given month, he shall submit a "nil" report unless it is clearly understood by all parties that he has declared himself out of business.

ARTICLE 14 - TOOLS

14.01 Journeymen Sheet Metal Workers shall possess for use, in good condition, a standard set of hand tools as follows:

- 1 pair Hand Shears (Bulldog and Stripping)
- 2 pairs Aircraft-Snips (right and left)
- 1 pair pliers (with side cutter)
- 1 Cold Chisel
- 1 set of Dividers
- 1 Adjustable Wrench (8" or better)
- 1 Medium Drift Pin
- 1 pair Folders (Vise-grip type)
- 1 Level (12" - 18")
- 1 Tri Square
- 3 Assorted Screwdrivers
- 1 Measuring Tape
- 1 Hacksaw Frame
- 1 Scratch Awl
- 2 Hammers (one Tinners)
- 1 Centre Punch
- 1 Standard Vise-grip Pliers
- 1 Set Trammel Points
- 1 Plumb-bob chalk line
- 1 Tool Box
- 1 Safety Hat (on construction)

14.02 Journeymen shall not supply power tools, extension cords, pop-riveters, cellular phones, nor expendable items of any description; i.e., drill bits, saw blades, etc. nor shall they supply any other pieces of equipment not normally considered as hand tools; i.e., no. 1 punches, chute or rope falls, come-a-longs, etc.

14.03 Apprentice Sheet Metal Workers and Cladders shall, after the second full pay period from the start of their indenture, supply themselves with a minimum set of hand tools as follows:

- 1 pair Hand Shears (Bulldog)
- 2 pair Aircraft Snips (right and left)
- 1 pair Pliers
- 1 pair Folders (Vise-grip type)
- 1 Tri-square
- 1 Screw Driver (8")
- 1 Measuring Tape
- 1 Scratch Awl
- 1 Hammer (Tinners)
- 1 Tool Box
- 1 Safety Hat (on construction)

This list shall be added to as their Apprenticeship progresses so that by the time the Apprentice enters his fourth year, his tools will be in line with Article 14.01.

14.04 Employees hired specifically as Welders under the terms of this Agreement shall supply only helmet, gloves and chipping hammer.

14.05 Employer must assure the safety of members' tools against fire and burglary or loss when working over water or in such other areas where tools cannot be retrieved while in his employ and

in the event of such a loss thereby replace same. If so requested by the Employer, the Employee will submit to the Superintendent or Company Representative, an inventory of tools carried.

ARTICLE 15 - APPRENTICESHIP

- 15.01** All Apprentices shall be employed in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act and all parties agree to observe the provisions thereof.
- 15.02** All duly qualified Apprentices shall be under the supervision and control of a Joint Apprenticeship Board composed by eight (8) members, four (4) of whom shall be selected by the Employers and four (4) by the Union. Said Joint Apprenticeship Board shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified Apprentices and the operation of an adequate Apprenticeship system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto, shall be recognized as part of this Agreement.
- 15.03** The Joint Apprenticeship Board designated herein shall serve for the life of this Agreement except that vacancies in said Joint Apprenticeship Board caused by resignation or otherwise may be filled, by either party hereto and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified Apprentices by given every opportunity to secure proper technical, practical education and shop experience in the trade under the supervision of the Joint Apprenticeship Board.
- 15.04**
- (a) It is hereby agreed that a maximum ratio of one (1) Apprentice for every two (2) Journeymen shall be allowable under the terms of this Agreement.
 - (b) Any Shop employing six (6) Sheet Metal Workers' must employ one (1) Apprentice.
- 15.05** All Apprentices shall be under the direct supervision of a Journeyman or Foreman when working on jobs outside the shop. In the last twelve (12) months of their apprenticeship, an Apprentice may work alone. It being understood, however, that an Apprentice shall not be given the responsibility of supervising the work of other Apprentices.
- 15.06** Employers wishing to hire indentured Apprentices shall contact the Joint Board's Co-ordinator who shall after determining that the proper ratio is being complied with, dispatch the requested Apprentice to the Union, the Union in turn dispatching to the Employer as per Article 1. In the case of new Apprentices, the Employer has the right to refer individuals to the Joint Co-ordinator who after determining the applicant's qualifications and eligibility, may dispatch as outlined above.
- 15.07** Notwithstanding anything to the contrary contained within this Article, it is understood that an Apprentice may be assigned to work with a single Journeyman outside a shop.
- 15.08** Effective January 1, 1998, all Apprentices who have not successfully completed their technical training shall contribute one dollar (\$1.00) per hour into the Sheet Metal Apprenticeship and Schooling Fund.

ARTICLE 16 - UNION REPRESENTATIVES

- 16.01** On jobsites the Steward shall be the last man to be terminated or transferred with the exception of the Foreman and two (2) other men, unless by prior agreement between the Steward and Employer.
- 16.02** Members representing the Local Union No. 280 as a delegate, board, or committee member shall be allowed the necessary time off for those duties, providing notice is given.

ARTICLE 17 - LOCAL 280 COUNCIL FUND

- 17.01** Ten cents (\$0.10) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the Local 280 Council Fund. These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form. None of these monies in direct control of Local 280 will be used for political or anti-Employer activities.

ARTICLE 18 - REHABILITATION FUND

- 18.01** Two cents (\$0.02) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the B.C. Construction Industry Rehabilitation Fund. These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.

ADDENDUM A

DECKING, CLADDING, AND ARCHITECTURAL SHEET METAL

1. Decking, cladding, and architectural panel crews shall be allowed an Apprentice variance.
2. There must always be at least one (1) Journeyman for every three (3) person decking, cladding and architectural panel crew.
3. Maximum variance allowable – one (1) Journeyman, one (1) Apprentice, and one (1) Pre-Apprentice.
4. Pre-Apprentice, as per new clause 9.05.
5. Only Journeymen, Apprentices and Pre-Apprentices shall work on architectural panels.

SCHEDULE A - SHEET METAL

| SHEET METAL WORKER APPRENTICE WAGE RATES | | | | |
|--|-----------|-----------|-----------|-----------|
| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
| 50% 0 to 1600 Hours | \$15.62 | TBA | TBA | TBA |
| 60% 1601 to 3200 Hours | \$18.74 | TBA | TBA | TBA |
| 70% 3201 to 4800 Hours | \$21.86 | TBA | TBA | TBA |
| 80% 4801 to 6400 Hours | \$24.98 | TBA | TBA | TBA |
| Please note the following: The above Wage Rates does not include 12% Vacation & Statutory Holiday Pay | | | | |

| SHEET METAL JOURNEYMAN WAGE RATES | | | | |
|--|-----------|-----------|-----------|-----------|
| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
| 1 st year SM Journeyman | \$28.11 | TBA | TBA | TBA |
| SM Journeyman | \$31.23 | TBA | TBA | TBA |
| "B" Foreman | \$33.23 | TBA | TBA | TBA |
| "A" Foreman | \$34.23 | TBA | TBA | TBA |
| Journeyman Cladder | \$31.23 | TBA | TBA | TBA |
| Journeyman Welder | \$31.13 | TBA | TBA | TBA |
| Material Man 75% | \$23.42 | TBA | TBA | TBA |
| Material Man 50% | \$15.62 | TBA | TBA | TBA |
| Please note the following: The above Wage Rates does not include 12% Vacation & Statutory Holiday Pay | | | | |

| SHEET METAL PRE-APPRENTICE WAGE RATES | | | | |
|---|-----------|-----------|-----------|-----------|
| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
| SM Pre Apprentice 40% | \$12.49 | TBA | TBA | TBA |
| Please note the following: The above Wage Rates does not include 8% Vacation & Statutory Holiday Pay | | | | |
| Employer must provide BC Medical 0 – 800 hours | | | | |
| LOCAL 280 Health Benefit 801 – 1600 hours | | | | |

| APPRENTICE/SM JOURNEYMAN/CLADDER/WELDER/FOREMAN/MATERIAL MAN REMITTANCE SCHEDULE | | | | |
|---|-----------|-----------|-----------|-----------|
| Effective Date | 01-May-08 | 01-May-09 | 01-May-10 | 01-May-11 |
| Article 5 Health Benefit | \$2.71 | TBA | TBA | TBA |
| Article 6 Pension | \$3.13 | TBA | TBA | TBA |
| Article 7 Apprenticeship | \$0.27 | TBA | TBA | TBA |
| Article 8 Local 280 Promo | \$0.03 | TBA | TBA | TBA |
| SM Industry Fund | \$0.315 | TBA | TBA | TBA |
| SM Labour Relations | \$0.0525 | TBA | TBA | TBA |

| | | | | |
|----------------------------|---------|-----|-----|-----|
| JA Plan | \$0.01 | TBA | TBA | TBA |
| Local No. 280 Council Fund | \$0.1 | TBA | TBA | TBA |
| BC Construction Rehab | \$0.02 | TBA | TBA | TBA |
| Partnership | \$0.005 | TBA | TBA | TBA |

Trade Section
**International Brotherhood of Teamsters, Chauffeurs &
Warehousemen, Local 213**

ARTICLE 1 – UNION SHOP

1.01 Dispatch Office

The Union shall maintain a Dispatch Office or Offices from which the Employer shall hire all Employees. Only Dependent Contractors and Owner Operators will be dispatched on a name request basis.

1.02 Hiring

When Employees, including Foremen, Owner Operators and Dependent Contractors are required, only Union members having confirmation of dispatch from the Union shall be hired.

1.03 An Employee shall not be called upon to operate more than one (1) type of equipment a day in addition to those types of equipment that he normally operates, as recorded on his Union dispatch slip. It is understood that this number may be exceeded occasionally due to extenuating circumstances on the job site. In the event a formal reclassification becomes necessary, such reclassification shall only occur upon consent of the Employer, Employee and Union Representative. Confirmation of reclassification shall be sent to the Local Union Office.

The Union agrees to dispatch dual classifications which have been historical and accepted practices as required on the job site.

It is further agreed that the application of this Clause shall not be used in any way to discriminate against Union members.

1.04 The Union shall be given at least forty-eight (48) hours notice between Monday, 8:00 a.m. and Friday, 5:00 p.m. to complete the dispatch.

1.05 When Union members are not available in B.C., then the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and Tradesmen's qualifications. Employees hired under this part shall have fourteen (14) days in which to make application for membership in the Union, or be replaced by a Union member when available.

1.06 Should an Employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge him forthwith.

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

ARTICLE 2 – JOB STEWARDS

2.01 The Employers shall be notified by the Union of the name or names of such Stewards.

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

2.03 The Employer agrees to supply the Local Union once a month with a list of all Employees and the Sub-Contractors on the request of the Business Representative.

ARTICLE 3 – EMPLOYER AND EMPLOYEE CONTRIBUTIONS

3.01 Method of Payment of Contributions and Deductions

The contributions referred to in Article 3 Health and Welfare Plan, Pension Plan, Training Trust Fund, Building, Recreational and Legal Fund, B.C. & Yukon Territory Building & Construction Trades Council Fund, Dues Supplement, Jurisdictional Assignment Plan Fund, Rehabilitation Fund, Contract Administration Fund and Advancement Fund (Owner Operator/Dependent Contractor) shall be remitted monthly by cheque, together with a form supplied to the Employer by the Union to the Local Union office concerned.

The said Local Union shall, by the thirtieth (30th) day of the month following that to which they refer, remit to the Funds concerned all collections made on their behalf.

The contributions for Health, Welfare and Pension shall be remitted by the Employer in accordance with and on the form provided.

If, within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to a delinquency charge of two percent (2%) per month of the total amounts of the unpaid Trust Funds in arrears and will attach to those unpaid Trust Funds and become due and payable as damages to cover costs of collections and loss of earnings suffered by the Trust.

This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of his failure to report and pay contributions/deductions as provided.

3.02 Teamsters Local Union No. 213 Health and Welfare Plan

The Employer shall make contributions as set out below for each hour worked by each Employee, to Teamsters Local 213 Health and Welfare Plan.

| | | | |
|-------------|--------|-------------|--------|
| May 1, 2008 | \$2.40 | May 1, 2009 | \$2.45 |
|-------------|--------|-------------|--------|

3.03 Teamsters Local Union No. 213 Pension Plan

The Employer shall make contributions as set out below each hour for which wages are earned to Teamsters Local 213 Pension Plan.

| | | | |
|-------------|--------|-------------|--------|
| May 1, 2008 | \$3.75 | May 1, 2009 | \$4.00 |
|-------------|--------|-------------|--------|

3.04 Teamsters Local Union No. 213 Training Trust Fund

(a) The Employer shall make contributions at the rate of thirty two (\$0.32) cents per hour worked for each Employee covered by this Agreement to the Teamsters Local Union No. 213 Training Trust Fund.

(b) The Teamsters Local Union No. 213 Training Trust Fund shall be used to provide workmen with the and improve their skills in accordance with the plan contained in the Trust Agreement between the Local Union and the Construction Labour Relations Association of B.C.

- (c) The Teamsters Local Union No. 213 Training Trust Fund shall be administered by the Joint Board of Trustees established under the Teamsters Local Union No. 213 Training Trust Fund.

3.05 Teamsters Local Union No. 213 Building, Recreational and Legal Fund

The Employer shall make contributions at the rate of ten cents (\$0.10) per hour worked for each Employee covered by this Agreement to the Teamsters Local Union No. 213 Building, Recreational and Legal Fund.

3.06 B.C. & Yukon Territory Building & Construction Trades Council Fund

The Employer shall make contributions at the rate of ten cents (\$0.10) per hour for each hour worked for each employee covered by this Agreement to the British Columbia & Yukon Territory Building and Construction Trades Council Fund.

3.07 Dues Supplement

The Employer will deduct for a dues supplement an amount of fifty-five cents (\$0.55) for each hour worked by all members. Each member shall submit a written authorization to his Employer as a condition of employment as may be required by his Employer.

3.08 Jurisdictional Assignment Plan Fund

An amount equal to one cent (\$0.01) per hour for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this Collective Agreement for each hour of work performed by each employee covered by this Agreement.

3.09 Rehabilitation Fund

The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour worked to the Rehabilitation Fund.

3.10 Contract Administration Fund

The parties agree that each Employer shall contribute the sum of thirteen (\$0.13) cents for each hour worked on behalf of each employee working under the terms of this Agreement to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. It is agreed that the Union will collect and forward without exception all monies designated for the Contract Administration Fund and received in accordance with the standard remittance form to CLR. Payment made to CLR shall be made by the Union no 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 signatory contractor.

A representative of CLR so designated may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund. It is understood that any cost incurred in remittance notification or changes thereof shall be borne by CLR.

3.11 Advancement Fund (Owner Operator/Dependent Contractor)

The Employer shall make contributions at the rate of ten cents (\$0.10) per hour worked for each Owner Operator/Dependent Contractor working under this Agreement.

ARTICLE 4 – SPECIAL PROVISIONS

- 4.01** This Agreement and appropriate schedules shall cover every Employee of the Employer engaged in the operation of motor vehicles or mobile equipment as listed in the attached schedules with the following exceptions:
- (a)** Ambulance (emergency only).
 - (b)** Automobiles or pickups used only for transportation by supervisory personnel, office staff and field engineering crews. When pickup trucks are used for hauling men or materials, they shall be operated by a member of the Teamsters Union Local No. 213.
- 4.02**
- (a)** This agreement and appropriate schedules shall cover every Employee engaged in warehousing whether in a warehouse, parts room, designated warehouse area or designated storage area.
 - (b)** Where the Employer operates a warehouse or partsroom and employs a person or persons therein receiving, handling, warehousing, or storing and reissuing materials, such person or persons shall be warehousemen members of the Teamsters Union. Nothing shall prevent such persons from carrying out additional functions with notification to the Local Union.
 - (c)** Where more than one (1) warehouseman is hired to be employed on a jobsite, the first warehouseman hired shall be a Class I warehouseman.
 - (d)** The Employer agrees where three (3) or more warehousemen are employed on a jobsite one shall be a warehouse trainee Class IV. The above provision to be phased in so as to not displace present Employees. Thereafter for each additional five (5) warehousemen another Class IV Trainee shall be employed.
- 4.03** Subject to the foregoing item one of these special provisions, all operators of every motor vehicle and every piece of equipment as listed in the appropriate schedules used by the Employer in transporting men or materials, whether owned by the Employer, leased, hired or contracted for the Employer or otherwise, be subject to the terms and conditions of the attached Agreement and appropriate schedules and no other Agreement.
- 4.04 Foreman**
- (a)** If the Employer works four (4) or more Employees on the same shift on any project or in a permanent area under the jurisdiction of Local No. 213 of the Teamsters Union, a Teamster's Foreman shall be employed at not less than ten percent (10%) per hour over the hourly rate of the highest Teamster classification under his supervision.
 - (b)** When four (4) or more pieces of equipment are worked on the same shift, the Foreman shall not be called upon to operate equipment.
 - (c)** When four (4) or more pieces of equipment are worked on the same shift on a project as provided for above, it is understood that all equipment within the jurisdiction of the Teamsters Union shall be under the supervision of the Teamster's Foreman.
 - (d)** In addition to the above provisions, when the Employer works twelve (12) or more pieces of equipment on the same shift on a project, the Employer shall also employ a working Foreman at ten percent (10%) per hour over the highest classification under his supervision. When twenty (20) or more pieces of equipment are operated on the same

shift on a project the working Foreman shall become or be replaced by a Foreman who shall not be called upon to operate equipment.

- 4.05** If requested by the employer, employees assigned to drive buses or man hauls shall report a minimum of one-half (1/2) hour prior to their regular starting time to start, warm up and carry out a safety check of the vehicle. This period to be paid for at the appropriate overtime rates.
- 4.06** In each of the following instances a ten percent (10%) premium shall be paid. Teamsters who are not assigned to underground duties shall, if they spend less than four (4) hours underground, be paid four (4) hours. If they spend more than four (4) hours underground, they shall be paid eight (8) hours.
- 4.07** If Owner/Operator dependent contractors are utilized by the Employer, 'Appendix "B" – Owner Operators Dependent Contractors' of the standard agreement will be applied.

APPENDIX "A"

CLASSIFICATIONS AND WAGE RATES

| | <u>May 1, 2008</u> | <u>May 1, 2009</u> |
|-----------------|--------------------|--------------------|
| Group #1 | \$29.51 | \$30.54 |
| Group #2 | 29.09 | 30.11 |
| Group #3 | 28.78 | 29.79 |
| Group #4 | 28.51 | 29.51 |
| Group #5 | 28.42 | 29.41 |
| Group #6 | 28.39 | 29.38 |
| Group #7 | 28.07 | 29.05 |
| Group #8 | 27.83 | 28.80 |
| Group #9 | 22.26 | 23.04 |

Group #1

- (a) Bottom Dumps - all makes - Trailers and Semi-Trailers Dumps - sixty-five (65) yards to eighty-five (85) yards (add twenty-two cents (\$0.22) for each additional twenty (20) yards)
- (b) End Dump Trucks (measured capacity of dump, but including side boards if used) - sixty (60) yards - less than seventy-two (72) yards (add ten cents (\$0.10) for each additional twelve (12) yards)
- (c) Lowbeds - over 150 tons
- (d) Warehouseman - Class I - (See Addendum for Job Description)

Group #2

- (a) Bottom Dumps - all makes - Trailers and Semi-Trailers Dumps - forty-five (45) yards to sixty-five (65) yards
- (b) Concrete Buggies, scootcrete or converted equipment, whichever is greater - sixteen (16) yards and over
- (c) End Dump Trucks (measured capacity of dump, but including side boards if used) - thirty-six (36) yards - less than sixty (60) yards

Group #3

- (a) End Dump Trucks (measured capacity of dump, but including side boards if used) - twenty-four (24) yards - less than thirty-six (36) yards
- (b) Logging Trucks
- (c) Transit Mixers, agitators, mobile mix and all other similar vehicles over thirteen (13) yards

Group #4

- (a) Concrete Buggies, scootcrete or converted equipment, whichever is greater - ten (10) yards up to sixteen (16) yards
- (b) End Dump Trucks (measured capacity of dump but including side boards if used) - twelve (12) yards - less than twenty-four (24) yards
- (c) Lowbeds - 100 tons and up to 150 tons
- (d) Straddle Carriers, if equipped with crane
- (e) Transit Mixers, agitators, mobile mix and all other similar vehicles - nine (9) yards and up to thirteen (13) yards
- (f) Warehouseman - Class II (See Addendum for Job Description)

Group #5

- (a) Bottom Dumps, all makes, Trailers and Semi-Trailers Dumps less than forty-five (45) yards
- (b) Load Luger and similar equipment three (3) tons and over
- (c) Lowbeds up to one hundred (100) tons
- (d) Straddle Carriers
- (e) Large Tilt Trailers

Group #6

- (a) "A" Frame; Swedish Type Truck Crane; Pitman; Hiab and Stringer; Boom Trucks; Semi-Trailer with Hiab, etc. (excluding pup trailer units) over five (5) tons lifting capacity
- (b) Concrete Buggies, scootcrete or converted equipment, whichever is greater up to ten (10) yards
- (c) End Dump Trucks (measured capacity of dump, but including side boards if used) - eight (8) yards - less than twelve (12) yards
- (d) Nodwells, Bombardiers and similar equipment
- (e) Service Truck Driver
- (f) Transit Mixers, agitators, mobile mix and all other similar vehicles up to nine (9) yards

Group #7

- (a) "A" Frame; Swedish Type Truck Crane; Pitman; Hiab and Stringer; Boom Trucks; Semi-Trailer with Hiab, etc. (excluding pup trailer units) up to and including five (5) tons lifting capacity
- (b) Asphalt Spray Trucks - Semi-Trailers
- (c) Dispatcher
- (d) Dumpsters (Mules)
- (e) End Dump Trucks (measured capacity of dump, but including side boards if used) - less than eight (8) yards
- (f) Flat Deck Trucks ten (10) tons and over
- (g) Forklifts, Lumber stackers, cranemobiles, etc. over four (4) tons lifting capacity
- (h) Fuel trucks - four thousand (4,000) gallons and over (does not include semis or trailers)
- (i) Semi-Trailers, Pole Trailers
- (j) Water Trucks four thousand (4,000) gallons and over (does not include semis or trailers)

Group #8

- (a) Asphalt Spray Trucks
- (b) Farm type Tractors
- (c) Flat Deck Trucks up to ten (10) tons
- (d) Forklifts, Lumber stackers, cranemobiles, etc. up to and including four (4) tons lifting capacity
- (e) Fuel trucks up to four thousand (4,000) gallons
- (f) Manhaul, Crummie, Bus and all equipment transporting personnel (requires "Class 2" Licence)
- (g) Power Wagons (with and without winch)
- (h) Water Trucks up to four thousand (4,000) gallons
- (i) Warehouseman - Class III - (See Addendum for Job Description)

Group #9 - (Eighty percent (80%) of Group 8 Rates)

(a) Pickup and Panel Trucks and Pilot cars and similar equipment

(b) Warehouse Trainee Class IV - (See Addendum for Job Description)

Note:End Dump Trucks equipped with side winders - add ten cents (\$0.10) per hour

End Dump Trucks with Small Tilt Trailer - add ten cents (\$0.10) per hour

End Dump Trucks with Pup Trailer - add thirty cents (\$0.30) per hour

CLASSIFICATIONS AND DUTIES

Warehouse Foreman

Where there are four (4) or more Warehousemen under the Teamsters jurisdiction, a working Foreman will be appointed by the Employer and will receive the Warehouse Foreman rate.

The Warehouse Foreman's rate shall be ten percent (10%) per hour above the Class I Warehouseman's rate. The Warehouse Foreman shall not be selected from other than Class I Warehouseman.

Warehouseman -- Class I

Fully experienced in all warehouse procedures (office included) such as purchasing, kardex operation, stock control, invoices, specialized in ONE or more of the following: H.D. parts, materials and/or fittings for mechanical installations. Capable of establishing procedures and taking complete charge of a warehouse in an emergency. Senior specialized Warehouseman in charge of the stock and warehouse personnel under the direction of warehouse management.

Warehouseman -- Class II

Qualified Warehouseman, able to receive, ship, identify, bin any and all general warehouse materials and specialized parts or materials for which he is classified and all paper work pertaining thereto; able to order material through parts' books and to have sound knowledge of purchasing procedure and of the operation of the "Kardex" for the parts and/or material for which he is specialized.

Warehouseman -- Class III

Qualified to receive and ship material and handle paper work required; to check packing slips against material received, the requisitions and purchase orders; to identify and requisition general warehouse material.

Warehouse Trainee Class IV

Assigned to assist Warehouseman; to learn the basic fundamentals of warehousing; to assist in the unloading of warehouse material which he shall check and to keep the warehouse and yard area in a clean and proper condition as directed by the Warehouseman.

Trade Section Unite Here!, Local 40

ARTICLE 1 – HIRING AND UNION SECURITY

- 1.01** All Employees covered by this Agreement shall, as a condition of employment, be members of or make application for membership in the Union.
- 1.02** The Employer shall requisition workmen from the Union, it being understood and agreed that such workmen shall have been registered as unemployed camp members prior to having their names placed on the dispatch board in accordance with the dispatch rules. In the event that the Union is unable to supply qualified and competent workmen acceptable to the Employer, then the Employer may engage workmen from any source and the Union agrees to assist the Employer by all means in its power to secure the necessary qualified and competent workmen.
- 1.03** The parties agree that the Union shall have the right to dispatch up to fifty percent (50%) of the Employer's new staff requirements per project.
- (a)** The following formula shall apply to all new hires or replacements, excepting Employees required in the classifications of Chef and Head Camp Attendant or an Employee having been named job steward by the Union.
- In selecting new hires or replacements, odd numbers will be selected by the Union and even numbers will be selected by the Employer.
- (b)** All job placements will be secured through the Vancouver Union Office, and each Employee so hired must secure a clearance slip by phone or other notification or he will not be allowed to commence work. There will be no Saturday or Sunday dispatch. Emergency or out of town hirings must be approved by the Union. The Union dispatch office shall be open Monday to Friday excepting Statutory Holidays.
- (c)** Personnel who are relieved of employment due to a temporary reduction of camp occupancy shall maintain recall rights for a period of thirty (30) days. Should the camp occupancy increase, such Employees shall be recalled in proportion to the requirements of the camp occupancy. The considerations exercised in Article 5.18 shall apply.
- 1.04** Employees secured through sources other than the Union shall be informed by the Employer that it is a condition of employment that within fourteen (14) days from the date of engagement they apply for membership in the Union, it being understood that failing to make proper application the Employee may be replaced by a competent Union tradesman when available.
- 1.05** No Employee shall be compelled to or allowed to enter into any individual contract or Agreement with his Employer concerning the conditions of employment varying the conditions of employment contained herein.
- 1.06** The Employer will be allowed to rehire by name request members who have worked for the Employer within the previous twelve (12) months within the jurisdiction of Local 40 only. The Employee who has quit his job must have been on the dispatch board of the Union for at least thirty (30) calendar days before being eligible for name request.

1.07 A standard daily time slip shall be completed by all Employees covered by this Agreement immediately following the Employee's work day. Such slips shall show the total hours of work performed at straight time, premium time and overtime.

In order that such slips be considered as valid in the compilation of overtime hours, the Camp Manager shall sign the slip verifying the information contained therein.

Time slips shall be provided by the Union and shall be available on request of the Employer on an equal cost sharing basis.

1.08 Whenever an Employee is to be terminated for cause, the Job Steward shall be present at his dismissal and the Employee shall be given the cause for dismissal in writing; copies of this termination slip must be forwarded to the Union and Company offices.

1.09 Where no Job Steward is available, the Employee shall be given the cause for dismissal in writing and copies of same shall be forwarded to the Union and Company offices.

1.10 Where an Employee is laid off for lack of work, such Employee shall receive a termination slip so stating. Copies of such notice must be forwarded to the Union and Company offices.

1.11 A standard form for use in termination shall be used and such form shall be provided to the Employer by the Union.

ARTICLE 2 – WAGES AND HOURLY COST ITEMS

2.01 The minimum hourly wage rates provided in Appendix "A"- Wage Synopsis shall remain in effect throughout the specified or extended term of this Agreement.

2.02 In the event of new methods being introduced to perform work not covered by the classifications specified in the Collective Agreement, such new classifications may be mutually agreed upon between the Employer and the Union.

2.03 There shall be no requirement to work a multiple classification where there is an established eight (8) hour work load within the Employee's dispatch classification.

2.04 When, to meet the Employer's requirements, an Employee is temporarily transferred to a lower classification job while work is still available for him at his regular job, he shall receive the wage rate for his regular job. When, due to shortage of work, an Employee is transferred to a lower classification job as an alternative to layoff or discharge he shall receive the wage rate for such lower classification job effective the day following such transfer.

2.05 Where an Employee works in a higher hourly wage classification he shall be paid the higher rate for a minimum of four (4) hours. If he works more than four (4) hours at the higher wage classification, he shall be paid the higher rate for the entire shift. Thereafter he shall receive the wage rate for such higher rated classification.

2.06 A temporary transfer shall not normally exceed one-half month after which the Employee shall either revert to his previous classification or transfer permanently to the new classification job, except where the Employee is substituting for an Employee absent for reasons of sickness, accident, vacation or other approved absence, in which case the temporary transfer may extend for a longer period.

ARTICLE 3 - HOURS OF LABOUR, SHIFTS

- 3.01** An Employee's work week shall be established as being a five (5) day work week, Monday through Friday inclusive.
- 3.02** (a) For all work performed on Saturday, the Employee shall be compensated at one and one-half (1-1/2) times his base hourly rate of pay for all hours worked.
- (b) For all work performed on Sunday, the Employee shall be compensated at two (2) times his base hourly rate of pay for all hours worked.
- 3.03** No Employee covered and within the scope of this Agreement shall be employed at straight time for more than:
- (a) Eight (8) hours in any one day
- (b) Forty (40) hours in any one work week
- (c) Following five (5) consecutive days in any one work week, all Employees covered by this Agreement shall be entitled to two (2) consecutive days off.
- 3.04** The Employer will schedule and operate shifts such as may be required and such shifts shall be either in conjunction or overlapping.
- 3.05** It is understood and agreed that split shift or night shift premiums are not to be included in the base hourly rate when computing overtime hourly rates.
- 3.06** On a split shift, all hours worked after twelve (12) hours from commencement of the shift shall be paid at a premium rate. I.E Monday through Friday at time and one-half (1-1/2) the base hourly rate for his classification.
- Saturday will be paid at the rate of time and one-half (1-1/2) the base hourly rate for his classification.
- Sunday will be paid at the rate of double-time the base hourly rate for his classification.
- 3.07** An Employee whose work schedule requires him to work a split shift shall be paid an additional forty-five cents (\$0.45) per hour.
- 3.08** An Employee whose work schedule requires him to work a night shift shall be paid an additional fifty-five cents (\$0.55) per hour. To qualify for night shift premium, an Employee must work the majority of his shift between the hours of six (6) P.M. and six (6) A.M.
- 3.09** An Employee whose work schedule requires him to work a night shift split shall be paid an additional one dollar (1.00) per hour.
- 3.10** To qualify for night shift split premium, an Employee must work the majority of the shift between the hours of six (6) p.m. and six (6) a.m.
- 3.11** Where an employee is called out to work and no work is performed, he shall be paid two (2) hours:
- (a) On a regular shift - at straight time rate

- (b) On other than regular shifts - at prevailing overtime rate
- 3.12 Where an Employee is called out to work at any time and work is performed, he shall be paid a minimum of four (4) hours:
 - (a) On regular shifts - at straight time rate
 - (b) On other than regular shifts - prevailing overtime rate
- 3.13 The Employer shall pay to every Employee who works in excess of four (4) hours and less than eight (8) hours in any day at least eight (8) hours' wages for each such day, provided the Employee is available for work.
- 3.14 All Employees shall be allowed two (2) ten (10) minute rest periods each, in addition to meal times and at a time to be determined by the Employer, such minutes to be taken on the Employer's time.
- 3.15 Daily work schedules shall be posted in a place accessible to the Employees. Such schedule shall denote the name of the Employee, classification, starting and completion time; also specified meal time.

ARTICLE 4 – OVERTIME

- 4.01 The first two (2) hours of overtime Monday through Friday shall be paid at the rate of time and one-half (1-1/2), and double-time thereafter. The first eight (8) hours on Saturday may be worked at time and one-half (1-1/2), and double-time thereafter. Double-time rates shall apply on Sundays and statutory holidays.

Effective April 1, 1998, all hours worked in excess of the hours and days of work as set out in Article 3 are as follows:

 - (a) For all hours in excess of eight (8) hours until a break of eight (8) hours occurs, two times (2X) the hourly rate shall be paid for each hour of employment.
 - (b) For all hours in excess of forty (40) hours in an Employee's work week, two times (2X) the hourly rate shall be paid.
 - (c) For all work performed up to eight (8) hours on Saturdays, one and one-half (1-1/2) times the hourly rate shall be paid. All hours in excess of eight (8) hours shall be paid at two (2) times the hourly rate.
 - (d) On Sundays and all statutory holidays as defined within this Agreement, two times (2X) the hourly rate shall be paid.
- 4.02 In recognition of the provision of monetary consideration which provides all Employees covered by this Agreement with an amount of wages equal to forty (40) hours in the week or eight (8) hours in the day, for the periods of work in the amount of thirty-seven and one-half (37-1/2) hours in the week and seven and one-half (7-1/2) hours in the day, the parties to this Agreement have signed a Memorandum of Agreement which provides acknowledgement and understanding for the provisions contained thereby. Such Memorandum of Agreement shall continue to remain in effect. The option to convert to thirty-seven and one-half (37-1/2) hours in the week and seven and one-half (7-1/2) hours in the day can only take place upon the anniversary date of this Agreement.

ARTICLE 5 - WORKING CONDITIONS

- 5.01** Employees covered by this Agreement shall take orders from the supervisor to whom they are assigned or if the supervisor is not immediately available, then from general management.
- 5.02** No Employee, while on the Employer's payroll, shall engage in other employment for financial gain provided he is working or offered work by the Employer to the extent of the regular hours provided in this Agreement.
- 5.03** Except as otherwise provided herein, uniforms and tools as required by the Employer to be used by Employees will be supplied upon a deposit of ten dollars (\$10.00) by the Employee. At the time of termination and upon return of such uniforms and/or tools, the deposit will be refunded. Any shortages will be paid by the Employee.
- 5.04** Nothing herein shall prevent any Employee from supplying his own tools. However, any Employee so doing will be required to file with the Employer an inventory of all tools brought on the job, and the Employer may check this inventory against the tools taken off the job by the Employee.
- 5.05** At each camp where the total camp occupancy is in excess of two hundred and thirty (230) occupants, a Head Waiter will be employed.
- 5.06** At each camp where total camp occupancy is in excess of one thousand (1000) occupants, an Assistant Head Waiter will be employed in addition to the Head Waiter.
- 5.07** At each camp a Head Camp Attendant shall be employed. The Employer shall determine when the Head Camp Attendant is to be employed, but in any case it shall not be later than the fourth (4th) Camp Attendant hired.
- 5.08** At each camp an Assistant Head Camp Attendant will be employed in addition to a Head Camp Attendant where more than twenty (20) camp attendants are employed at that camp.
- 5.09** At each camp a Head Dishwasher will be designated where the camp residents are five hundred (500) or in excess of five hundred (500).
- 5.10** When a meal which consists of two (2) or more "choices" is being prepared, a chef and/or a first cook shall be on duty.
- 5.11** A second or a higher classification cook will be on duty for the preparation and service of the breakfast meal.
- 5.12** When defining camp occupancy this shall be determined by the addition of all boarders to include culinary and bunkhouse Employees.
- (a)** The parties understand and agree that during the course of this Agreement a committee of three (3) members representative of the Employer and three (3) members representative of the Union shall meet to review the question of defining camp occupancy. The committee may not make changes to the Collective Agreement unless by unanimous consent of the members of the committee.
- 5.13** Casual meals would be counted in camp occupancy as three (3) casual meals equals one (1) boarder.

5.14 Mess Hall Attendant Work Loads:

The M.H.A. work load shall be seventy-five (75) seats per M.H.A. Wherein two (2) or more sittings are required, the parties shall meet and resolve the M.H.A. work load for that project.

5.15 Camp Attendants Work Loads:

1. **Servicing 42 Man Unit**

42 occupied rooms
1 hall
1 ablution unit
1 dry room
1 laundry room

2. **Servicing 40 Man Unit**

40 occupied rooms
1 hall
1 ablution unit
1 dry room
1 laundry room

3. **Servicing 20 Man Unit**

40 occupied rooms
2 halls
2 ablution units
2 dry rooms
2 laundry rooms

4. **Servicing 30 Man Unit**

45 occupied rooms
1-1/2 halls
1-1/2 ablution units
1-1/2 dry rooms
1-1/2 laundry rooms

5. **Rooming Evaluation**

5 occupied rooms per hour with proportionate attendant facilities.

5.16 Weekend Camp Attendant Work Loads:

Definition of a weekend is defined only to be where the majority of the outside trades are not working on a Saturday and/or Sunday or a long weekend. Where a C.A. is required to work outside of his home unit, he shall be required to service forty (40) rooms without attendant facilities in a maximum of:

(a) Servicing a twenty (20) man unit - to a maximum of six (6) units

(b) Servicing a thirty (30) man unit - to a maximum of six (6) units

- (c) Servicing a forty-two (42) man unit - to a maximum of six (6) units
- (d) Servicing a forty (40) man unit - to a maximum of six (6) units
- (e) Should a C.A. be required to clean the attendant facilities, they shall be treated as individual rooms i.e. dry room, laundry room, showers, ablution units and halls.
- (f) Overtime evaluations:
 - five (5) occupied rooms per hour overtime.
 - three (3) occupied rooms per one-half hour overtime.

5.17 All lunch packs shall be prepared by a member of this Union.

5.18 (a) In considering lay-offs, the Employer will use continuity of employment, skill and ability as principal considerations of continued employment.

(b) It is understood and agreed that the intent is to prohibit favouritism and cliques in determining lay-offs and shall not be construed as the only consideration of lay-offs.

5.19 Where there are no adequate facilities for First Aid in the camp location, an Employee with the minimum "C" Industrial First Aid Ticket will be available and shall be paid a premium of twenty-five cents (\$0.25) per hour over the regular hourly rate for all hours worked.

5.20 The employer and union will meet and agree on reasonable expected Work Loads to suit the Kitimat camp configurations.

ARTICLE 6 – CHECK OFF

6.01 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an Employee on the following pay period. Such authorization to be completed and signed by the Employee on commencement of employment. The monies are to be remitted by the Employer on or before the fifteenth (15th) day of the month following the month those deductions were made and mailed to the secretary of the Union. All Employees coming into the bargaining units shall complete and sign the Union application card. These cards will be supplied to the Employer by the Union.

ARTICLE 7 - JOB STEWARDS AND UNION REPRESENTATIVES

7.01 On all projects, a steward will be the first placement in his/her classification. When a vacancy is created by a job steward leaving the project, for any reason, that position will be immediately filled by another designated job steward selected by the Union or, effective April 1, 1998, dispatched by the Union.

- 7.02** There shall be one (1) job steward per project, and they shall not be discriminated against in the execution of their duties as job steward. The job steward shall be recognized as the spokesperson for the Union. The Union will notify the Employer, in writing, the name of the job steward who is to be recognized as the spokesperson and any changes thereof. The job steward shall not be terminated from his classification, except on job completion (no other Employee remains employed within his classification) or, if terminated for cause, in which case such cause shall be stated in writing to the Union within seven (7) working days of such termination.
- 7.03** The members on the project may elect shop stewards whose duties will be to assist the job steward up to Stage 1 of the grievance procedure.

ARTICLE 8 - VACATION AND STATUTORY HOLIDAYS

- 8.01** Vacation pay and statutory holiday pay will be combined in an amount equal to twelve percent (12%) of gross wages.
- 8.02** The Employer agrees that when making payment of the above stated monies there will be two (2) separate cheques, one covering statutory holidays and one for annual holiday pay.
- 8.03** Each member covered by this Agreement shall receive the amount as set out above for annual vacation pay and statutory holiday pay as defined in this Agreement. The annual vacation period shall be at a time mutually agreed upon between the Employer and the Employee between the tenth (10th) and twelfth (12th) month of continuous employment. An Employee may take up to three (3) weeks' annual vacation in any calendar year.
- 8.04** Should a day be declared a statutory holiday by the Federal and/or Provincial Government on a permanent basis, in addition to those named above, then vacation pay and statutory holiday pay combined in an amount equal to twelve percent (12%) shall be paid commencing on the date such holiday is observed.
- 8.05** The option to reserve payment of holiday pay shall be either monthly, every three (3) months or once per year. The Employee must make his intention known upon commencement of employment and thereafter cannot change or alter the same during his tenure with that Employer.

ARTICLE 9 - HEALTH PLAN BENEFITS

- 9.01** The Employer agrees that all Employees covered by this Agreement shall be covered under and protected by the Health Care Plan provided for by the UNITE HERE Union, Local 40. The Employer shall contribute, on behalf of each Employee covered by this Agreement, an amount equal to one dollar and ninety seven cents (\$1.97) for each hour of employment performed by the Employee.

ARTICLE 10 - PENSION PLAN

- 10.01** One dollar and thirty-five cents (\$1.35) per hour worked shall be contributed by the Employer to the Culinary Workers, Local 40 Pension Plan, in trust, or such other person or corporation, in trust, as the parties hereto may agree from time to time in writing on behalf of every Employee covered by this Agreement.

ARTICLE 11 - CONTRACT ADMINISTRATION FUND

- 11.01** Effective July 15, 2005, all signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payments 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 by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent monies from individual employers.

ARTICLE 12 – MONTHLY ASSESSMENT ACCOUNT

- 12.01** It is agreed that the employer shall contribute thirteen cents (\$0.13) for each hour worked by each employee covered by this Agreement to the Monthly Assessment Account.

ARTICLE 13 - BCYT COUNCIL FUND

- 13.01** The Employer agrees to remit to the Secretary of UNITE HERE Local 40, an amount equal to ten cents (\$0.10) for each hour worked by each Employee covered by this Agreement.

ARTICLE 14 - JURISDICTIONAL ASSIGNMENT PLAN FUND

- 14.01** One cent (\$0.01) per hour for all classifications covered by this Agreement will be paid to the trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form provided for in this Agreement.

ARTICLE 15 - REHABILITATION FUND

- 15.01** The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour worked for each Employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

It is understood and agreed that a joint committee will meet and review the merging of Rehabilitation and Health and Safety administration.

ARTICLE 16 - REMITTANCE

- 16.01** The liability of the Employer for the Employee Health Care and Pension Funds as identified in Articles 9 and 10 shall be limited to making the prescribed contributions in accordance with the Culinary Agreement.
- 16.02** The Employer agrees to forward all monies payable by him in respect of all funds on or before the fifteenth (15th) day of the month following the actual performance of work and shall forward such contributions between the first (1st) and fifteenth (15th) day of each month.

- 16.03** A form shall be supplied by the Union for the Employer to identify all contributions as required by this clause and such form shall indicate the address to which contributions shall be sent.
- 16.04** The Business Representative of Local 40 may inspect, during regular business hours, an Employer's records of time worked by Employees and contributions made to the funds.

ARTICLE 17 - TRADE QUALIFICATIONS

- 17.01** Trade qualifications are to be determined by a Joint Board of Union and Management (Culinary Workers' Joint Liaison Committee) for those members not in receipt of trade papers. All new members may be required to appear before the Board before being dispatched.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01** Accident Prevention regulations made pursuant to the WorkSafe BC regulations together with those adopted and published by the Employer shall be observed at all times. It shall not be cause for dismissal if an Employee refuses to work in contravention of such regulations. An Employee may be terminated if he fails to comply, after being duly warned of any violation of WorkSafe BC regulations or Employer Safety Rules.
- 18.02** The Employer may, in conformity with recognized safety standards, use any type design, number or variety of machines or electrical appliances.
- 18.03** The Union shall ensure, as far as possible, that its members are familiar with all standard safety regulations and practices.
- 18.04** Employees shall be required to provide and maintain current certificates of absence from T.B., V.D. or any infectious or contagious diseases where there has been known exposure. Food handler certificates shall be paid for by the Joint Industrial Catering Advancement Fund. Each Employee employed in the preparation or handling of food must possess a Food Handler's Certificate. All other medicals as may be required by the Employer shall be paid for by the Employer.

ARTICLE 19 - TECHNOLOGICAL CHANGE

- 19.01** It is agreed by both parties that this Agreement contain provisions for technological change as outlined under Section 74 through 78 of the Labour Code of British Columbia Act.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01** The Employer shall grant a leave of absence to Employees who are elected as delegates to attend Union conventions or as members of a negotiating committee. The Employer shall be given seven (7) days notice of such occurrence and shall not incur any cost whatsoever attendant to such permission being granted. The Employee will suffer no loss of rights formerly enjoyed before such leave was granted.
- 20.02** Where an Employee is absent for bona fide sickness recognized under the Health Care Plan as provided in this Agreement or absence for compensable injury under the Workers' Compensation and when proof of medical fitness is established further by a physician and/or WorkSafe BC, the Employee shall be reinstated to his former position within the company on construction projects within seven (7) days of such notification. Cost of transportation to the job shall be borne by the Employer.

This Trade Section includes the following:

Addendum One -- Definition and Interpretation

Addendum Two -- Hours of Work

Definition and Interpretation

Wherein a Head Camp Attendant is employed, he must be allowed time for supervision of the Camp Attendants. Such hours of supervision to be determined upon commencement of the project and shall remain in full force during the life of that project and shall be contained in a separate letter of understanding.

Meal Periods on split shifts shall be twenty (20) minutes per meal during the Employee's work period on the Employee's own time.

Straight shift Employees shall have one-half (1/2) hour for a meal period on the Employee's own time.

Any time off other than rest and/or meal periods shall be considered a split shift.

Management Employees shall not perform any work or duties over which the Union has jurisdiction as identified in Article 30 of this Collective Agreement.

Night Shift: For the purpose of overtime on night shift, all hours worked on Saturday and/or Sunday are to be identified as hours worked within that calendar day.

Weekend overtime shall be worked on a rotation basis to be evenly distributed to those Employees working within the originating classification.

ADDENDUM TWO

Hours of Work

Should the outside trades adopt a compressed work week consisting of four (4) days of ten (10) hours daily, the following shall constitute the hours of work for Employees covered by this Agreement.

- (i) Four (4) consecutive days Monday to Thursday. Straight time up to ten (10) hours daily. All hours in excess of ten (10) hours will be paid at time and one-half (1-1/2) the hourly rate for the first two (2) hours and double-time thereafter.
- (ii) On the fifth (5th) and sixth (6th) days, the first eight (8) hours will be paid at time and one-half (1-1/2) and double time thereafter.
- (iii) On the seventh (7th) day all hours will be paid at double time.

Split Shift Premium

- (i) Monday to Thursday, following thirteen (13) hours -- time and one-half (1-1/2).
- (ii) Friday or Saturday, following twelve (12) hours -- double time.
- (iii) Sundays, following twelve (12) hours -- two and one-half (2-1/2) times the hourly rate.

A half shift Monday to Thursday will be five (5) hours.

Camp Attendant Work Loads

Monday to Thursday, the work load will be fifty-two (52) rooms.

LETTER OF UNDERSTANDING

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

UNITE HERE UNION LOCAL 40

POSSIBLE INTRODUCTION OF GOVERNMENT PROGRAMS

In the event that the government of British Columbia were to introduce legislation requiring the Employers covered by this agreement to make financial contributions towards the provision of services currently provided by the B.C. Medical Service Plan or by either of the dental or extended Health Care Plans provided by trustees of the Health Care Plan referred to in Article 15 of the Culinary Agreement, it is agreed that the following steps will be followed by the parties to this agreement.

1. Representatives of the parties to this agreement will meet with the administrator of the Health Care Plan, in order to be advised of the hourly amount of the Employer contributions which is used to pay the cost of any such plan which has been made the subject of legislated Employer contributions.
2. With effect from the date when any legislated employer-financed contributions are commenced, the Employer contributions made to the Health Care Plan pursuant to Article 15 of the Culinary Agreement, shall be reduced by the amount agreed to by the parties, following such advice as will have been provided by the Plan Administrator.
3. In the event of a failure on the part of the parties to agree upon an amount or the effective date of any reduction in the Employer contribution to the Health Care Plan, either party may refer the matter to a single arbitrator that is mutually agreeable to both parties. If no agreement on said arbitrator is reached, the parties may apply to the Ministry of Labour for appointment of an arbitrator.

APPENDIX "A" – WAGE SYNOPSIS

Wages, Vacation and Holiday Pay

| | <u>May 1, 2004</u> |
|------------------------------|---------------------------|
| Chef | 25.73 |
| Vacation & Holiday Pay 12% | |
| Total | |
| 1st Cook | 25.44 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Baker | 25.44 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Butcher | 25.44 |
| Vacation & Holiday Pay 12% | |
| Total | |
| 2nd Cook | 23.69 |
| Vacation & Holiday Pay 12% | |
| Total | |
| 3rd Cook | 23.17 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Baker's Helper | 22.05 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Cooks Helper | 22.05 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Sandwich/Salad Man | 22.41 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Pantry/Coffee/Tea Man | 22.09 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Commissary | 22.30 |
| Vacation & Holiday Pay 12% | |
| Total | |
| General Help | 22.03 |
| Vacation & Holiday Pay 12% | |
| Total | |

| | <u>May 1, 2004</u> |
|---|--------------------|
| Mess Hall Attendant | 22.03 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Camp Attendant | 21.67 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Head Mess Hall Attendant | 22.30 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Assistant Head Mess Hall Attendant | 22.28 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Head Dishwasher | 22.26 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Head Camp Attendant | 22.30 |
| Vacation & Holiday Pay 12% | |
| Total | |
| Assistant Head Camp Attendant | 22.28 |
| Vacation & Holiday Pay 12% | |
| Total | |

Fund Contributions

| | <u>May 1, 2004</u> |
|------------------------------|--------------------|
| Health Benefits | \$1.97 |
| Pension Plan | \$1.35 |
| Contract Administration Fund | \$0.13 |
| Monthly Assessment Fund | \$0.13 |
| BCYT Council Fund | \$0.10 |
| JAP Plan Fund | \$0.01 |
| Rehabilitation Fund | \$0.02 |

ATTACHMENT 1
Contractor Letter of Assent

Kitimat Modernization Employer Association

This letter is to confirm _____ (name of Contractor) has been provided with a copy of the Project Labour Agreement (PLA) dated 28 August, 2008 applicable to all work for Contract number _____ consisting of the following scope:

_____ on the Kitimat Modernization Project (Project). The Contractor acknowledges and confirms that both it and any subcontractors that it may engage in work on the Project will be bound to and abide by all terms and conditions of the PLA for all work for which it has been awarded responsibility. The Contractor further agrees to hold a pre-job conference in accordance with PLA Article 7, "Jurisdiction".

The Contractor has also applied for Associate Contractor status in the Kitimat Modernization Employer Association and has committed to maintain such status for the duration of the Contractor's participation in the Project.

Name of Employer: _____

Home office and job site addresses of Employer: Home office: _____

Job Site: _____

Name and Title of responsible Employer representative: _____

Phone Numbers of representative: Home office #: _____

Job Site #: _____

Signature of responsible Employer representative: _____

Date signed: _____

ATTACHMENT 2

**Construction Industry of British Columbia
Substance Abuse Testing and Treatment Program Policy**

CONSTRUCTION INDUSTRY OF BRITISH COLUMBIA
SUBSTANCE ABUSE TESTING
AND
TREATMENT PROGRAM POLICY

DEVELOPED BY:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

AND:

BARGAINING COUNCIL OF BRITISH COLUMBIA
BUILDING TRADES UNIONS

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**CONSTRUCTION INDUSTRY OF BRITISH COLUMBIA
SUBSTANCE ABUSE TESTING & TREATMENT PROGRAM POLICY**

I. POLICY OBJECTIVE

- 1.01** The objective of this Substance Abuse Testing & Treatment Program Policy (“the Policy”) is to implement a program which:
- (a) Furthers the mutual interests of clients, contractors, unions and workers in achieving a safe, healthy, substance-free work place;
 - (b) Provides consistent, fair, and manageable procedures for detecting, eliminating and treating substance use which stands to impair employee work performance;
 - (c) Enhances workplace productivity and service quality;
 - (d) Enhances the competitiveness of participating contractors by enabling them to provide assurances to their clients with respect to the drug-free character of their work force, thereby increasing union market share;
 - (e) Strikes a progressive balance between the various competing interests of clients, contractors, unions and workers, thereby applying a superior and more competitive strategy to the benefit of all participating parties;
 - (f) Demonstrates sensitivity to employee privacy and the life-style choices and values of individual employees to the extent that those choices and values do not impair high quality employee work performance, productivity or job safety; and
 - (g) Provides employees with substance abuse problems, with appropriate assistance.

II. DEFINITIONS

- 2.01** As used in this Policy, the terms listed hereafter are defined as follows:
- (a) **“Accident”** – An event resulting in significant injury to a person or significant property damage.
 - (b) **“Adulterated Test Result”** – A bodily sample in relation to which the donor has tainted the specimen with a foreign agent, such as bleach, to prevent the detection by a laboratory of a substance.

- (c) **“Alcohol”** – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.
- (d) **“Breath Alcohol Technician”** – A person trained to proficiency and certified in the use of an Evidential Breath Testing device (EBT).
- (e) **“Communicator”** – A representative of the employer and/or union designated to preserve the confidentiality of an employee’s personal information in the context of the administration of a substance test.
- (f) **“Company Premises”** – Any and all property, facilities, land, parking lots, structures, and vehicles owned, leased, used or under the control of an employer, and/or any job site to which an employer assigns an employee.
- (g) **“Diluted Test Result”** - A test result where the specific gravity of the specimen is 1.003 or less and the creatinine level is less than 20 mg/dl.
- (h) **“Employee”** – Any individual employed by a signatory employer under the terms and conditions of a collective agreement with a participating union.
- (i) **“Employer”** – A participating contractor employing individuals under the terms and conditions of a collective agreement with a participating union.
- (j) **“Medical Review Officer (MRO)”** - A licensed physician who has knowledge of substance abuse issues and has received the appropriate medical training to interpret and evaluate an individual’s substance test result as it relates to the individual’s medical history and any circumstances.
- (k) **“Medications”** – Ingested or inhaled prescription drugs, non-prescription drugs, or herbal remedies which may impair mental or motor functions so as to affect the performance of job duties;
- (l) **“Near miss”** – A failure in work performance or other occurrence that nearly results in an accident.
- (m) **“Negative Test Result”** - A test result that indicates that an alcohol level is below .04 BAC and/or fails to confirm that the employee was, at the time of testing, under the influence of a substance.

- (n) **"Parties"** – The Parties to this policy are the Bargaining Council of BC Building Trades Union (BCBCBTU) and Construction Labour Relations Association of BC (CLR).
- (o) **"Personal information"** – Personal information as defined in the British Columbia Personal Information Protection Act, including substance test results and medical information.
- (p) **"Positive Test Result"** - A test result which indicates that the alcohol level is .04 BAC or higher and/or a test result which confirms that the employee is under the influence of a substance.
- (q) **"Possession"** – The care, custody, control or ability to immediately access a substance.
- (r) **"Reasonable Suspicion"** – An understanding based on objective and articulated facts sufficient to lead a supervisor to form a reasonable suspicion that drugs or alcohol might be influencing an individual's work performance.
- (s) **"Safety Sensitive"** - A characteristic of operations where error could result in serious harm to a person, property or the environment.
- (t) **"Substance"** – Alcohol or any substance listed on a schedule of the *Controlled Drugs and Substances Act* or any impairing agent or any medication used by an individual in a manner that is inconsistent with the instructions of the prescribing physician.
- (u) **"Substance Abuse Professional (SAP)" (or Substance Abuse Expert (SAE))** – A licensed physician or certified counselor who has received the appropriate training in substance abuse disorders to provide rehabilitation, assistance and recommendations to individuals who have an addiction or a substance use problem.
- (v) **"Substance Testing"** – The analysis of the biological presence of a substance by means of urine, breath, blood and/or saliva sampling and analysis.
- (w) **"Third Party Administrator" (TPA)** – An independent third party professional organization that will administer testing, collect and store personal information and otherwise implement this Policy.
- (x) **"Union"** – a participating trade union as defined under the Labour Relations Code of British Columbia that is signatory to a collective agreement with a participating employer or employer association.
- (y) **"Unsuitable Test Result"** - A test result that arises when a laboratory determines that the specimen may contain a foreign contaminant or that the individual may have ingested fluids to

mask a substance, but is not at a level to confirm the specimen as an Adulterated Test Result.

- (z) **"Worker Eligibility Status"** – An indicator of the worker's compliance with the terms of this Policy which is available from the approved Dispatch System or through a link to the TPA's Website. The types of status are as follows:

Dispatch System Status

1. **Current:** a status designated to employees who have complied with the terms of this Policy and who are therefore eligible for dispatch without further conditions.
2. **Not Current:** a status designated to employees in relation to whom an unresolved issue has arisen with respect to their compliance with this Policy and who are therefore not eligible for dispatch without further conditions.
3. **Pending Status:** a status designated to employees in relation to whom a specimen has been provided and the testing results have not been finalized.

TPA's Website Status

1. **Current:** a status designated to employees who have complied with the terms of this Policy and who are therefore eligible for dispatch without further conditions.
2. **Not Current:** a status designated to employees in relation to whom an unresolved issue has arisen with respect to their compliance with this Policy and who are therefore not eligible for dispatch without further conditions.
3. **Pending Status:** a status designated to employees in relation to whom a specimen has been provided and the testing results have not been finalized.
4. **Testing Status:** a status designated to employees who have been selected to perform a random test and have not yet been tested.
5. **Reinstate Status:** a status designated to employees who are in violation of this Policy and must complete reinstatement requirements.

III. POLICY STATEMENT

3.01 Under this Policy, the following are prohibited:

- (a) Use of a substance at the work place or during working hours;
 - (b) Being under the influence of a substance during working hours;
 - (c) Reporting to work under the influence of a substance; and
 - (d) The unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of a substance or substance related paraphernalia at the work place.
- 3.02** Employees who are taking medications of any kind, whether prescribed or self-administered, are responsible for taking steps to ascertain whether the medications are capable of causing any impairment to their ability to carry out their job duties safely and efficiently, and where this is the case, to report without delay to his/her designated Communicator the facts and associated use of the medications."
- 3.03** Upon being informed of an employee's use of medications in accordance with Article 3.02, the Communicator shall consult with the affected employee and his/her physician to determine if a non-disciplinary suspension of duties is appropriate.
- 3.04** Where the Communicator determines, in accordance with Article 3.03, that a non-disciplinary suspension of duties is appropriate, the employer shall attempt to accommodate the employee by making an appropriate reassignment where available. However, if the employer is not able to furnish a temporary reassignment without undue hardship, the employer may place the employee on temporary medical leave until designated as fit for duty by a treating physician.
- 3.05** Where an employee has reason to believe that he/she has a substance abuse problem, whether or not the substance abuse problem results in a violation under Article 3.01, the employee is obligated to report the fact and circumstances of the potential substance abuse problem to his/her designated Communicator.
- 3.06** Upon being informed of an employee's substance abuse problem in accordance with Article 3.05, the Communicator shall, without delay, refer the employee to the Employee Assistance Program under this Policy.
- 3.07** Upon being informed of an employee's substance abuse problem in accordance with Article 3.05, the Communicator shall consult with the affected employee and the Employee Assistance Program to determine if a non-disciplinary suspension of duties is appropriate.
- 3.08** Where the Communicator determines, in accordance with Article 3.07, that a non-disciplinary suspension of duties is appropriate, the employer shall attempt to accommodate the employee by making an appropriate reassignment where available. However, if the employer is not able to furnish a temporary reassignment without undue hardship, the employer may place the employee on temporary medical leave until designated as fit for duty by a treating Substance Abuse Professional.

IV. POLICY ADMINISTRATIVE COMMITTEE

- 4.01** The development, implementation and administrative responsibility for this Policy shall rest with the Policy Administrative Committee ("the Committee").
- 4.02** The Committee shall consist of a minimum of three union-appointed trustees and three management-appointed trustees as appointed respectively by each Party. The Committee shall:
- (a) Determine operating procedures;
 - (b) Interpret and apply the Policy;
 - (c) Appoint a Third Party Administrator;
 - (d) Carry out any business as necessary for the administration of the Policy, and
 - (e) Recommend changes to the Policy in accordance with the discretion of the Committee.

V. THIRD PARTY ADMINISTRATOR (TPA)

- 5.01** The responsibilities of the TPA shall be to:
- (a) Engage the services of a laboratory for the purpose of analyzing substance test samples under this Policy;
 - (b) Select a Medical Review Officer who is licensed to practice medicine in British Columbia or any such other applicable jurisdiction as agreed to by the parties;
 - (c) Provide chain-of-custody forms and test kits and to establish collection locations and procedures so as to satisfy both chain of custody protocols and respect employee privacy.
 - (d) Keep the Committee informed about new technology related to substance testing.
 - (e) Maintain efficient, secure and confidential systems, databases, records and administrative procedures so as to provide participating employers and unions with accurate and timely information with respect to the eligibility status of any given employee.
 - (f) Administer various substance tests in accordance with the terms of this Policy.
 - (g) Report test results to appropriately designated persons in accordance with the terms of this Policy.

- (h) Provide training to Communicators designated by employers and unions with respect to the Communicators' responsibilities under this Policy;
- (i) Provide training to supervisory and union designated personnel with respect to the identification of facts in relation to the formation of a Reasonable Suspicion.
- (j) Refer individuals who have tested positive for substances to an employee assistance program that the employer has access to.

VI. MEDICAL REVIEW OFFICER (MRO)

6.01 The responsibilities of the MRO shall be to:

- (a) Ensure that proper protocols have been maintained with respect to the chain of custody of test samples.
- (b) Notify employees of their test results.
- (c) Canvass with any employee the circumstances related to a positive substance test.
- (d) Invite employees who have tested positive to have their original sample retested by a certified laboratory of the employee's choice.

VII. RIGHTS OF EMPLOYEES

7.01 The following interests of employees are recognized under this Policy:

- (a) The right to voluntarily elect whether or not to participate in "voluntary testing" as defined by the terms of Article 9.03(b).
- (b) The right to be provided with a copy of this Policy in advance of submitting to any substance test.
- (c) The entitlement to an opportunity to discuss with the MRO any medical conditions or use of medications by the employee or any circumstances associated with a positive substance test result.
- (d) The entitlement to request, within two days of being notified of a positive test result, that the original sample be retested by a certified laboratory of the employee's choice. The cost of the retest is to be the responsibility of the employee, unless the retest result is negative, in which case the employee shall be reimbursed by the employer.
- (e) The right to privacy with respect to their personal information, which shall be collected, used and disclosed only in accordance with the

objectives of this Policy and only to the extent necessary for the reasonable administration of this Policy.

- (f) The right to be accommodated in accordance with prevailing law where an employee has a disability related to substance dependency.

VIII. VOLUNTARY DISCLOSURE

- 8.01 The Policy recognizes that substance abuse and dependency are associated with serious problems for workers and their families. Albeit highly complex problems, they often can be successfully treated.
- 8.02 Each employee is responsible for seeking help in relation to any substance abuse or dependency problem.
- 8.03 Employees are encouraged to contact their Employee Assistance Program for assistance.
- 8.04 A decision by an employee to seek assistance by way of self-referral to a bona fide treatment or assistance program will not in itself be used by his/her employer as the basis for workplace discipline.

IX. SUBSTANCE TESTING PROTOCOLS

The following protocols shall apply to all substance testing under this Policy.

9.01 Disclosure of information:

- a) The personal information of employees shall be collected, used and disclosed only in accordance with the objective of this Policy and only to the extent necessary for the reasonable administration of this Policy.
- b) It is a term of this Policy that records of substance test results shall be kept confidential and are only to be disclosed upon the written consent of the employee to whom such records pertain, with the following exceptions:
- c) The person who is the designated Communicator with respect to an employee who tests positive shall be informed of the employee's status (current / non-current / pending).
- d) Personal information may be disclosed without consent in accordance with the provisions of Section 20 of the Personal Information Protection Act where such provisions are applicable.

9.02 Sample Collections:

Test samples, where collected, shall be collected by appropriately trained persons utilizing Substance Abuse & Mental Health Services Administration (SAMHSA) procedures so as to ensure both proper chain of custody protocols and employee privacy protocols are respected. All samples will be collected with concern for each employee's personal privacy, dignity, and confidentiality. The TPA may provide the following three options for substance test sample collections:

- (a) **Mobile On-Site Collections:** Certified collectors may be available to collect the substance test sample collections at the job site, the employer's office or union hall.
- (b) **Clinical Collections:** The TPA may make arrangements with clinical collection sites for the collection of substance test samples.
- (c) **TPA Office Collections:** The collection of substance test samples may be available at the TPA's office where convenient.

9.03 Types of Testing to be Conducted:

(a) Pre-Access Testing:

As a condition of entering the job site, employees may be subject to the testing requirements of the client / project owner in relation to their employment duties ("pre-access testing"). Employees who volunteer to participate in voluntary testing, in accordance Article 9.03(b) below, will be excused from pre-access testing.

(b) Voluntary Testing

1. As an alternative to pre-access testing, an employee may participate in voluntary testing. To be eligible for voluntary testing, an employee must, by agreement, participate in three types of tests as follows:
 - i. Implementation testing;
 - ii. Unannounced testing; and
 - iii. Periodic testing.
2. Participation in voluntary testing, where elected, shall occur in accordance with the following descriptions and protocols:

i. Implementation Testing:

A substance test by pre-appointment as soon as feasible after the implementation of this Policy.

ii. Unannounced Testing

- a) Employees to be tested will be randomly selected and such selections will be made by use of a computer generated numerical program designed to ensure that no employee can be singled out.
- b) Random selections will be made six times per calendar year.
- c) No more than 20% of an employer's work force shall be subject to unannounced testing in a given year.
- d) The Communicator shall be notified of the selection of an employee for unannounced testing. Within 10 calendar days of being notified of the selection of an employee for unannounced testing, the Communicator shall inform the selected employee of the requirement that he/she report for testing. Selected employees must report for unannounced testing within 24 hours after notification by the Communicator of the requirement to report for testing.

iii. Periodic Testing:

A substance test required of an employee on the basis of the fact that he or she has not been tested over the preceding 36 month period.

3. The provisions in this Policy for voluntary testing are applicable:
- i. Where pre-access testing is required by a client or project owner; or
 - ii. Where a union and an employer otherwise agree that voluntary testing is applicable.

(c) Post-Accident Testing:

An employee shall be required to take a substance test after:

- 1. Having been directly and immediately involved in, or after having caused, an accident or a near miss; and

2. The employer has come to a reasonable belief, on the basis of an investigation into all relevant circumstances, that the employee's mental state may be a contributing factor to the accident or near miss.

An employee can be found to have been directly and immediately involved in an accident or near miss only when it can be reasonably determined, on the basis of the employer's investigation into all relevant circumstances, that the actions or omissions of that employee materially contributed to the detrimental outcome of the accident or near miss.

An employee can be found to have caused an accident or near miss only when it could be reasonably determined, on the basis of the employer's investigation into all relevant circumstances that, but for the actions or omissions of that employee, the accident or near miss would not have occurred.

(d) Reasonable Suspicion Testing:

Employees will be subject to substance testing where circumstances give rise to a reasonable suspicion that the employee has violated a prohibition under Article 3.01 of this Policy. A decision to require a reasonable suspicion test shall be based on observations of specific physical, behavioral or performance indicators and such observations must be made and documented by a supervisor who has received training in the detection of possible indicia of impairment by or influence of alcohol and/or a substance.

During the process of establishing reasonable suspicion for testing, the employee has the right to request his/her union representative to be present.

(e) Return To Work, Post Treatment, Rehabilitation Testing:

If an employee tests positive or refuses a test mandated by this Policy, the employee will be assessed by a Substance Abuse Professional (SAP) and prior to a return to duty, the employee must complete whatever requirements are stipulated by the SAP, which may include further assessment, treatment and counseling. In any event, prior to returning to duty, the employee must provide a negative test result.

(f) Probationary Status/Follow-up Testing

Having been the subject of a positive substance test, and having satisfied the reinstatement requirements of this Policy, an employee

shall undergo a further test upon his/her return to the job site and shall, thereafter, be subject to random testing for a period of up to two years at an annual rate of 50% of the random pool of workers.

(g) Transportation

The employer will incur the expense of round trip transportation arrangements for any employee to be tested.

9.04 Specimen Analysis:

All samples collected under this Policy will be analyzed by a certified laboratory, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, be confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Testing shall screen, at a minimum, for the following substances and test results must be below the following levels to result in a negative:

| Drugs Tested | (EMIT) Initial Test Cut-off Level (ng/ml) | (GC/MS) Confirmation Test Cut-off Level (ng/ml) |
|------------------------------------|--|--|
| Amphetamines | 1000 | 500 |
| Barbiturates | 300 | 200 |
| Benzodiazepines | 300 | 200 |
| Cannabinoids (Marijuana – THC) | 50 | 15 |
| Cocaine Metabolite | 300 | 150 |
| Methadone | 300 | 200 |
| Opiates | 2000 | 2000 |
| Phencyclidine (PCP) | 25 | 25 |
| Propoxyphene | 300 | 200 |
| Breath/Blood Alcohol Content (BAC) | .04% | .04% |

9.05 The Committee shall have the right to change the drugs tested, the cut-off levels and the analysis procedures as new technology in substance abuse testing warrants.

9.06 Employees who provide two subsequent diluted test results under this Policy will be encouraged to seek medical assistance to determine if there is a valid medical reason for the diluted results. If a medical reason cannot be determined or if the employee refuses to seek medical assistance, the third or remaining tests (if necessary) will be at the individual's expense.

9.07 Any employee who provides an unsuitable test result will be required to have subsequent drug tests observed.

9.08 Saliva or breath screen tests are acceptable for alcohol testing. Saliva screening for alcohol will utilize the QED-A150, which gives a quantitative reading (a range of alcohol from 0 – 150 mg/dl). If the QED-A150 registers any level equal to or greater than 20 md/dl (.04%), then a Breath Alcohol Test will be performed. A confirmed screening level less than 20 md/dl (.04%) is considered negative.

9.09 It is acknowledged that urine tests in no way measure current marijuana impairment because they do not detect the psychoactive ingredient of marijuana, THC. The mere presence in the urine of non-active metabolites of marijuana shall not constitute a positive test result for the purposes of this policy, but shall oblige the employee to submit to the immediate collection of a saliva and/or blood sample so as to facilitate a test for current impairment. Blood and saliva screen tests are acceptable for testing current marijuana impairment.

9.10 Record Keeping:

Hard copy testing results shall be maintained by the TPA for the following specified periods:

Negative test results will be maintained for one (1) year

Positive test results will be maintained for five (5) years

Rehabilitation records will be maintained for five (5) years.

X. POLICY VIOLATIONS

10.01 The following conduct by an employee may be considered a violation of this Policy and may be the basis for an employer to impose progressive discipline in accordance with the legal principle of just cause:

- (a) A violation by an employee of any prohibition under Article 3.01;
- (b) A violation by an employee of any reporting obligation under Articles 3.02 or 3.05;
- (c) Failure to contact the Medical Review Officer as directed;
- (d) Failure to report as directed for testing;
- (e) Switching, adulterating, or attempting to tamper with any sample submitted for drug or alcohol testing, or otherwise interfering or attempting to interfere with the testing process; and
- (f) Refusal to submit a specimen for testing.

10.02 Confirmed Positive Test Results:

(a) Medical Review Officer Notification (MRO)

Within two days of being notified of a positive substance test result, the test subject shall contact the MRO and discuss with the MRO forthwith regarding the test result.

10.03 Reinstatement Requirements:

If a person is the subject of a positive substance test, his/her worker eligibility status immediately becomes "not current" and remains so until all of the following conditions are satisfied:

- (a)** The SAP notifies the TPA in writing that the person has met all conditions stipulated by the SAP that are required, in the professional opinion of the SAP, for the person to safely return to or commence his/her duties as an employee.
- (b)** The person completes return to work testing in accordance with the terms of this Policy to the satisfaction of the TPA.
- (c)** The person agrees in writing to continue any treatment, counseling or rehabilitation as prescribed by the SAP.
- (d)** The person agrees in writing to be subject to Probationary Status/Follow-up testing for two years at a 50% random selection rate.

XI. GRIEVANCE

11.01 All aspects of this Policy shall be subject to the grievance procedure of the applicable collective bargaining agreement.

XII. COST OF COLLECTION AND TESTING

12.01 The employer will pay the cost of all substance testing under this Policy, unless explicitly excluded in this Policy.

12.02 An initial return-to-work test will be paid for by the Medical Fund or EAP if provided for by these entities. If not so provided, the cost shall be borne by the employee. The costs of the second and all subsequent return-to-work tests will be borne by the employee and must be paid for in advance by the employee to the fund.

12.03 Any employee who loses time from working in order to provide a specimen(s) for drug and alcohol testing will be paid by the employer for such lost time.

XIII. SAFETY

13.01 Nothing in this Policy overrides the employer's superseding obligation, duty and discretion under Occupational Health and Safety Legislation (OH & S) to provide a safe work site.

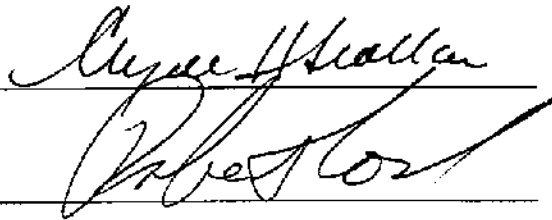
XIV. SAVING CLAUSE

14.01 It is assumed by the Parties that each provision of this Policy is in conformity with all applicable laws of the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Provincial Order or Statute to comply with any provision or provisions of this Policy, the Parties agree to renegotiate such provision or provisions of this Policy for the purpose of making them conform to such Provincial Order or Statute, and the other provisions of this Policy shall not be affected thereby.

DATED this 21st day of MAY, 2008.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC



SIGNED ON BEHALF OF:

BARGAINING COUNCIL OF
BRITISH COLUMBIA BUILDING
TRADE UNIONS

