

AGREEMENT

between

VANCOUVER SCHOOL BOARD

and

**BARGAINING COUNCIL OF VANCOUVER SCHOOL
BOARD CONSTRUCTION AND MAINTENANCE
TRADE UNIONS:**

- International Union of Bricklayers and Allied Craftworkers Local #2 BC
- British Columbia Regional Council of Carpenters Local 1907
- Cement Masons' Section of Operative Plasterers and Cement Masons International Association, Local 919
- International Brotherhood of Electrical Workers, Local 213
- International Association of Heat and Frost Insulators, Local 118
- International Association of Machinists and Aerospace Workers, Vancouver Lodge 692
- International Union of Painters and Allied Trades, District Council 38
- United Association of Journeyperson and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada, Local 170
- **International Association of Sheet Metal, Air, Rail and Transportation Workers**, Local 280

July 01, 2019 – June 30, 2022

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THIS AGREEMENT DATES FOR REFERENCE THE FIRST DAY OF JULY, 2019
AND NAMED FOR REFERENCE THE 2019 – 2022 JOINT COUNCIL AGREEMENT

BY AND BETWEEN:

BOARD OF EDUCATION OF SCHOOL DISTRICT #39 (VANCOUVER)
(hereinafter referred to as "the Board")

AND:

**BARGAINING COUNCIL OF VANCOUVER SCHOOL BOARD CONSTRUCTION AND
MAINTENANCE TRADES UNIONS**
(hereinafter referred to as "the Union")

ARTICLE 1 Object

1.01 The objects of this Agreement are to provide fair and reasonable working conditions and job security for the members of the Union; promote harmonious employment relationships between the Board and its Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lock-outs; enable the skills of both the Board and the Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

This agreement fixes upon the both Parties something much more vital - the recognition of the fact that they are both parties in bringing about the success of the School Board in order that good wages can be paid, working conditions improved and employment stabilized.

ARTICLE 2 Union Recognition and Rights

2.01 The Board hereby recognizes the Union signatory hereto as the sole and exclusive collective bargaining representative of all Employees who are members of the nine Building Trades Unions which make up the council. Jurisdiction of the nine (9) Building Trades who are party to this agreement shall be as traditionally performed. Specifics of trade jurisdiction shall be as per the Trades Qualification Act and/or as outlined in a separate document, which shall be agreed between the parties.

2.02 The Union reserves the right to render assistance to labour organizations including removal of its members from jobs when necessary. Refusal on the part of Union members to work with non-Union workers or refusal on the part of Union members to handle any materials, equipment or product declared unfair by the Union or the Labour movement; or refusal to handle hot goods as determined by the Council of Trade Unions party to this agreement; or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer shall not be deemed a breach of this Agreement. In all such cases, the Board will be given reasonable prior notice.

ARTICLE 3 Management Rights

- 3.01 The management and operation of its business, and the direction and promotion of the working forces are vested exclusively with the Board, subject to the provisions of this Agreement and the laws of the Province.

ARTICLE 4 Hiring and Union Security

- 4.01 This Agreement shall apply to all Employees of the Board engaged on work within the work jurisdiction of the applicable Union in the Province of British Columbia (*Jurisdiction of each of the member Unions shall be governed under Article 2.01*). The terms of this Agreement shall apply to all contractors, sub-contractors or sub-contracts let by the Board. The Board agrees to engage only those contractors or sub-contractors having an agreement with the Local Union affiliated to the Bargaining Council prior to commencing work. The Board shall be responsible for enforcing the wages and conditions of this Agreement on the sub-contractor. The Board will notify the Union upon request when work is sub-contracted or to be sub-contracted and shall provide the Union with the name of the sub-contractor or contracting firm prior to the commencement of the work sub-let.
- 4.02 The Union agrees to furnish upon request by the Employer, duly qualified Employees 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. All Employees working under this agreement must be Journeypersons or duly indentured apprentices working under the jurisdiction of the appropriate signatory Trade Union.
- 4.03 All Employees shall be hired through the Union. All Employees including apprentices must have a clearance or dispatch slip from the Local Union before commencing work. After all laid off Employees on the Core List have been recalled, current hiring practices shall apply.
- 4.04 Work will not be performed on jobs classified under the jurisdiction of the Union by non-bargaining unit personnel, unless written sanction has been given by the Union.
- 4.05 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 under whose jurisdiction **they are** employed, the Board shall, upon notification from said Union, discharge **them** forthwith.
- 4.06 An Employee shall not be dismissed, disciplined or suspended for other than just cause.
- 4.07 **Union Dues**
- Each Employee shall submit a written authorization for Union dues deductions to the Board as a condition of employment, which shall be supplied by the Union. The Board agrees to deduct dues from the Employee's wages. Such monies shall be paid to the Union by the fifteenth (15th) of the month following the month for which they were deducted. Dues shall be deducted and reported in the manner and at the rates specified by each of the Trade Unions affiliated to this agreement.

ARTICLE 5 Core List and Hiring

5.01 Lay-Off Notice

One (1) hour's notice of discharge will be given by the Board or one (1) hour's pay allowed in lieu thereof to enable the member to get personal tools gathered together and put in shape for the next job. Notwithstanding the one hour to gather tools, Core List employees shall receive two weeks notice of layoff or two weeks pay in lieu of notice. The Job Steward employed by the Board shall be informed of the layoffs prior to the layoffs being announced.

5.02 Core Lists – General Application

Union members shall be placed on the appropriate trade specific Core List by order of seniority and by mutual agreement of the Union and the Board. Core Lists are attached to each of the trade specific appendices of this agreement. It is expressly understood and agreed by the parties that, subject to Core List obligations, the right to lay off rests solely with the Board.

Employees on each of the Core Lists will, all other factors being equal, be laid off in order of hiring date as listed on each trade specific Core List only after all trade specific non-Core List employees have been laid off. This right will not be administered in an arbitrary or discriminatory manner. The above rules will also apply to the recall period, which shall be two (2) years from the date of layoff.

When a Core List Employee terminates employment with the Board for any reason, the Board will replace such Employee within thirty (30) days of the vacancy with the next senior journeyman who has at least six (6) months of service.

If workload and funding do not warrant immediate replacement of the Core List Employee, then the Core List position shall remain vacant until such time as the workload and funding permits the replacement. After all laid off Employees on the Core List have been recalled, current hiring hall practices shall apply.

On request the Board agrees to supply the Union with the names and addresses of Core List Employees covered by this Agreement.

5.03 Promotions

In making promotions, the skill, knowledge and efficiency of the Employee concerned shall be the primary considerations and where such qualifications are equal Core List standing shall be the determining factor.

5.04 Temporary Lay-Off

When Employees are laid off due to lack of work, Core List standing shall be maintained for a period of two (2) years. Any Employee with Core List standing, when recalled for work, shall have the right to compare the length of work involved with their present employment to decide on a by-pass. After by-passing the work call once, the Employee shall lose their Core List standing if **they** do not come in on the next call, and, if and when rehired, **they** shall be treated as a new Employee. Sickness confirmed by a doctor, will

not be counted as a by-pass and shall extend the Core List right for such time as it may take to recover health. Loss of Core List standing will be subject to review of the circumstances by the parties to this Agreement, with the power to reestablish the Employee's Core List rights after consideration.

Core List standing of Employees shall also be lost in the following circumstances and any Employee who has thus lost their standing and who is subsequently rehired, shall be rehired as a new Employee:

- a) Any Employee who is discharged for just cause and who is not reinstated under the grievance procedure.
- b) Any Employee who quits on their own accord.
- c) Any Employee who is out of the service of the Board for any reason for an unbroken period of more than two (2) years, except as otherwise provided in this section.

5.05 Leave of Absences

Employees may be granted leave of absence without affecting their Core List standing. Such leave of absence must be granted in advance, in writing, by the Maintenance and Construction Manager or **their** delegate and an approved copy kept in the Employee's file in the Human Resources Department and a copy sent to the applicable Union. Employees will not be granted a leave of absence for the primary purpose of obtaining employment elsewhere. Granting of such leave shall not be unreasonably withheld.

5.06 Contracting Out

No employee on the Core List shall be laid off because of contracting out of work that has been traditionally performed by the nine (9) Building Trades currently listed and employed by the Vancouver School Board. Moreover, no Core List employee shall be laid off because of a new classification of employee included in an agreement between the Board and any other Union.

Note: See Trade Specific Appendices for Bricklayers, Carpenters, Machinists, Painters and Sheet Metal Workers.

ARTICLE 6 Wages and Premiums

6.01 Wages

General wage increases as follows:

Effective July 01, 2019 2.0%

Effective July 01, 2020 2.0%

Effective July 01, 2021 2.0%

Note: Wage Charts are as shown in the Trade Specific Appendices.

6.02 Pension Plan(s)

a) Municipal Pension Plan

The parties accept the principle that when an Employee is on Municipal Pension Plan the Board shall pay only that contribution and shall not pay into the Union pension fund for those Employees. The Union pension contribution for non-Municipal Pensioned Employees shall be as the Board is informed by the Union.

b) Wages & Differential - Municipal Pension & Union Pension Plan

All employees shall be members of the Union Pension Plan unless required to be on Municipal Pension in accordance with the Municipal Pension Regulations. The hourly pay rates, the Board's contributions to either the Municipal Pension Plan or the Union Pension Plan and the Board's contribution to benefits are outlined in each Trade Specific Appendix. When Union Pension Plan rates are increased, the Board will not be responsible for the additional cost, the cost will be reflected in a corresponding reduction to the employee's hourly rate.

c) Buyback of Municipal Pension Plan

When an Employee wishes to apply for pension coverage for previous service with the Board, the Board will provide any necessary approval or motions in support of the application. It is understood as conditions of such a "buy-back" of service time that the arrangement be at no cost to the Board, that the application meet the requirements of the current *Pension (Municipal) Act* and regulations, and that in accordance with the Act and regulations the Employee may pay both shares of contributions or reimburse the Board.

6.03 Pension Seminar

The Board will sponsor an overview of the pension plan and will for this purpose ask a representative of the Pension Plan Corporation to come to the meeting. As is the practice, the Board will ask that questions be forwarded in advance for him/her to review.

6.04 Vacation and Statutory Holidays for Non-Superannuated Employees

Non-superannuated Employees shall receive their seven decimal two seven per cent (7.27%) vacation pay with each bi-weekly pay (not including statutory holiday pay).

Non-superannuated Employees shall receive their statutory holiday pay (6.45%) with each bi-weekly pay.

New Years Day	B.C. Day
Family Day	Friday prior to Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Friday prior to B.C. Day	Boxing Day
	First Working Day after Boxing Day

6.05 Bi-Weekly Pay

Building Trade Union Employees on Municipal Pension Plan shall receive continuous biweekly wages while on leave for annual vacation. At the end of the year, the amounts paid out will be reconciled with the amounts earned over the year, with excesses paid out and deficiencies collected.

6.06 Paid Time Off Bank for Superannuated Employees

For all superannuated Trades employees, there shall be a seventeen decimal ninety six per cent (17.96%) of total earnings accrued every pay period in to a "Paid Time Off Bank". This fund may be used for:

- Vacation
- Illness or family emergency
- Medical Appointments
- Statutory Holidays

New Years Day	B.C. Day
Family Day	Friday prior to Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Friday prior to B.C. Day	Boxing Day
	First Working Day after Boxing Day

and any other Day declared as such by the Provincial or Federal Government. Statutory holidays as stated above which are worked shall be paid for at double-time rate in addition to the regular Statutory Holiday pay. No work shall be performed on Labour Day except to preserve life or property.

Time off may be granted under the following conditions:

- a) In the case of illness or family emergency Supervisors will be notified.
- b) Vacation will be arranged by mutual agreement between the employee and the Supervisor and will be subject to scheduling and approval requirements.
- c) If a Statutory Holiday(s) falls on a Saturday or Sunday, the closest following work day(s) will be observed, or a day which is determined by the Board.
- d) At the Board's request, employees may be scheduled to work by mutual agreement the following statutory holidays as above at the regular base rate; Friday prior to B.C. Day, and the Friday prior to Labour Day and the first working day after Boxing Day. Time off, in lieu of the statutory holiday worked, can be taken at a later date which is mutually agreed to by both the Union/Job Steward and the Board and is taken within thirty (30) calendar days of the statutory holiday worked. The Job Steward will be notified of those employees who will be working the statutory holiday(s).
- e) The time off will be recorded on the time sheets as follows:
 - a. VAC – for Vacation
 - b. STAT – for Statutory holidays
 - c. SUPP – for Illness or family emergency
- f) A superannuated employee working under this agreement shall be entitled to up to 17 days and may defer yearly vacation hours up to a maximum of the equivalent of ten (10) days. If an employee opts to use these deferred days in the following calendar year, they must request approval through their supervisor who will assess the operational feasibility of such a request. Five (5) of these days must be used outside of the period May 1 to October 31 of the following calendar year. All ten (10) days will be paid out in the first pay period after December 31. Employees must apply for this deferment no later than December 15 of the current year. The request must be in writing to a supervisor.
- g) If an employee terminates employment, the balance of the Paid Time Off Bank will be paid/deducted on their final pay.
The Paid Time Off Bank will be reconciled at year end and the balance will be paid/deducted on the second pay period in January.

6.07 Benefits

It is mutually agreed that the Board shall contribute to the Trust Funds of each affiliated Union as outlined in this Agreement and the Board shall be bound to all the rules and regulations contained herein governing the remittance of contributions, and the collections of Trust Fund monies. All remittances are due by the fifteenth (15th) of the month following the month for which they are contributed.

In the event the Board fails to remit contributions in conformity with the foregoing provisions of this Agreement, the Union is free to take any economic action it deems necessary against the Board, and such action shall not be considered a violation of this Agreement. Further, if the Board fails to remit contributions within forty-eight (48) hours of

the date on which such contributions are due, exclusive of Saturday, Sunday and statutory holiday, the Union shall require a ten per cent (10%) penalty of the amount of the late payment.

In the event any person subject to this Agreement has a claim for benefits under the Welfare 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.

Note: Benefits, Trust Funds and other deductions for each affiliated Union are as shown in the Trade Specific Appendices.

6.08 A reconciliation of the Vacation and Statutory holiday banks will be done at the end of the pay period that includes December 31 of each year. As a result of this reconciliation:

- a) Any amount owed to employees will be paid out the following pay period.
- b) If an employee has been overpaid a total of two hundred dollars (\$200) or less, the amount will be deducted the following pay period.
- c) If an employee has been overpaid a total of more than two hundred dollars (\$200), a deduction of no more than two hundred dollars (\$200) each pay day will be made until the total amount has been repaid.
- d) An employee shall have the option to repay the total amount overpaid directly to the VSB (have the total amount deducted), via payroll deduction.

6.09 Self-Funded Leave Program

Core List employees may participate in the Self-Funded Leave of Absence Plan in accordance with the attached provisions. (Appendix 1).

6.10 EAP Program

Core List employees may access the VSB Employee Assistance Program as required.

ARTICLE 7 Payment of Wages and Premiums

7.01 The Board shall pay wages in accordance with the practice for all other Employees of the Board by making a bank deposit to an institution of the Employee's choice once every two (2) weeks with a wage statement **available online** to each Employee providing specific details for the transaction. The employer will ensure that, through the workplace, the employee will have confidential access to the electronic wage statement.

Employees who have elected to receive paper copies of their wage statements within one (1) month of the date of ratification of the July 1, 2019 – June 30, 2022 Collective Agreement may continue to do so.

7.02 When Employees are laid off by the Board, they shall receive all pay and allowances on leaving the workplace in accordance with the Employment Standards Act. One (1) hour's notice of discharge will be given by the Board or one (1) hour's pay in lieu.

7.03 In the event of an Employee being discharged for cause, the Shop Steward shall be notified immediately.

7.04 **First Aid Attendant**

July 01, 2019 – June 30, 2020:

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

Effective July 01, 2020:

When an Employee is required by the Board to act as a First Aid Attendant, **they** will be paid a premium of **2% (two per cent) for First Aid level 1 and 3% (three per cent) for First Aid level 2** per hour in addition to the required hourly rate.

7.05 **Height and Danger Pay**

July 01, 2019 – June 30, 2020:

Each worker shall receive a premium of fifty cents (\$0.50) per hour in addition to the regular rate for all hours worked on slipform scaffolds, buckets, cages, swing stages and/or bosun's chairs. If the actual time spent on such stage or chair is less than four (4) hours, the member shall receive the said premium for a minimum of four (4) hours.

Effective July 01, 2020:

Each worker shall receive a premium of **2% (two per cent)** per hour in addition to the regular rate for all hours worked on scaffolds, buckets, cages, swing stages and/or bosun's chairs **or performing asbestos removal, lead paint removal and/or in WCB-defined confined space.** If the actual time spent on such stage or chair is less than four (4) hours, the member shall receive the said premium for a minimum of four (4) hours.

ARTICLE 8 Hours of Work, Shifts, Over-Time and Callout Time

- 8.01** Normal hours of work are thirty-seven and a half (37.5) hours per week, five (5) days per week from Monday to Friday. Normal working hours are between the hours of 7:00 am and 4:00 pm which includes a one-half ($\frac{1}{2}$) hour lunch break and two (2) ten (10) minute breaks to be taken in the morning and afternoon respectively. A five-minute pick-up period will be allowed prior to quitting time. Normal hours of work, including starting times, quitting times, and break periods can be altered by mutual agreement of the parties to accommodate operational requirements and efficiencies.
- 8.02** All work performed after a regular shift in any one (1) day shall be considered overtime until a break of eight (8) hours occurs and shall be paid at the rate of double time.
- 8.03** If an Employee is required to work before an eight (8) hour break occurs **they** will be paid double time rates until such time as an eight (8) hour break occurs.
- 8.04** In the event an Employee is required to work overtime after the hour of twelve o'clock midnight and **they are** instructed to take an eight (8) hour break, the Employee's time shall start at the regular starting time of 8.00 am. For example, an Employee works until 3.00 am, takes an eight (8) hour break, starts work at 11.00 am and will be paid from 8.00 am at straight time rates.
- 8.05** The starting and stopping time as well as the meal period shall be mutually arranged by the Board and the Union, it being understood that the meal period shall not be less than thirty (30) minutes. Employees required to work during their regular meal periods shall be paid overtime rates for the meal periods and shall be given the equivalent time off with pay to eat their meals within one (1) hour of their regular meal period.
- 8.06** **Shift Premium**
- On the first shift, afternoon shift, an Employee who works seven (7) hours will be paid eight (8) hours. On the second shift, graveyard shift, an Employee who works seven (7) hours will be paid nine (9) hours.
- 8.07** Any Employee required to change from one regular shift to another shall have an eight (8) hour break between such shift change. If the Employee is required to work before an eight (8) hour break occurs, **they** will be paid double time rates until such break occurs.
- 8.08** **Call-Out Time**
- Where an Employee reports for work for a normally scheduled shift, **they** shall be paid a minimum of four (4) hours at the prevailing straight time base rate. Where an Employee is called out for work and no work is performed, **they** shall be paid four (4) hours pay.
- The Board shall also pay to every Employee covered by this Agreement who works in excess of four (4) hours and less than seven and one-half ($7 \frac{1}{2}$) hours in any day, at least seven and one-half ($7 \frac{1}{2}$) hours pay for each such day. All hours worked outside the regular hours shall not be considered for the purpose of satisfying the above requirements.

Where an Employee is called out for work outside of normal working hours, **they** shall be paid a minimum of four (4) hours at double the prevailing base rate, plus applicable mileage.

8.09 Overtime

- a) All overtime shall be paid at two hundred per cent (200%) of the regular rate.
- b) When Employees are required to work more than one and one-half (1 ½) hours outside of the regular workday, the Board will provide a hot meal at no cost to the Employee, plus a meal period of one-half (½) hour at the prevailing rate. This meal is to be supplied immediately after nine (9) hours work and thereafter at four (4) hour intervals. There shall be a coffee break two (2) hours after each meal period or commencement of overtime work. When overtime is worked the time for the coffee break may be changed by mutual agreement.
- c) An Employee who has worked emergency overtime shall return to work after ten (10) hours rest, but only if **they** can do so by 12:30 pm. Whether or not **they** do return, **they** shall be paid not less than seven and one-half (7 ½) hours at the prevailing rate for that day to qualify as set out in the preceding sentence, an Employee must return to work by 12:30 pm if their overtime finished at or before 2:30 am of the same calendar day.
- d) Where an Employee is called out to work in advance of 4 am, overtime rates shall be paid in addition to the Employee's prevailing rate should the work period run into the Employee's schedule day. Should **they** be sent home before the end of that scheduled shift **they** shall be paid at the prevailing rate for the hours remaining in that scheduled shift.
- e) All overtime will be evenly distributed where practicable.

ARTICLE 9 Working Conditions

Tools

9.01 For trades where hand tools are provided by the Employee, the tools of the Journeyperson starting a new job shall be in good condition and shall be kept so on Board's time.

Note: Refer to Trade Specific Appendices for specific tool requirements.

9.02 It shall be considered a violation of this Agreement for the Board to rent equipment or power tools from Employees or to make employment conditional upon their providing or furnishing equipment or power tools.

9.03 The Board will repair or replace all tools damaged or broken on the job; broken or damaged tools are to be reported immediately by the Employee. If so requested by the Employer, the Employee will submit to the Maintenance Supervisor, an inventory of tools carried.

9.04 The 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 their employ and in the event of such a loss thereby replace same. Determination of eligible tools shall be in compliance with Article 9.07 A., Tool Insurance.

9.05 **Employee Vehicles**

Ownership and/or use of a vehicle shall not be a condition of employment. No Employee will be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.

9.06 The responsibility for transportation of the individual and tools from one job site to another is that of the Employee, who shall be reimbursed as per the Vancouver School Board auto allowance schedule. This includes tolls and parking costs that are incurred as required in the course of duties of a working day. For short term circumstances the Board will make every reasonable effort to accommodate alternative arrangements, providing there are no additional costs to the Board. The rate schedules shall be reviewed annually or as required. The Board trades shall be consulted, through the Ad Hoc Mileage Committee, prior to any changes to rates. The Joint Liaison Committee will also receive an explanation of the derivation of the rates at the next J.L.C. meeting. The Employer will provide a CRA T-2200 travel claim form to employees at the same time that the T4s are issued on an annual basis.

9.07 **Tool Insurance**

1) Eligibility

- a) In order to qualify for tool insurance coverage, Vancouver School Board trade personnel must submit an annual inventory of their tools. A current inventory must be submitted to the maintenance department on a standardized form provided by the Vancouver School Board by January 31st of each year, or upon commencement of employment with the Board for non-Core List personnel. The Board will approve the inventory by February 28th each year, or within thirty days of commencement of employment for non-Core List Employees. Failure to submit the inventory will render the coverage void.
- b) The inventory must itemize all personal tools which are used for Vancouver School Board business. The inventory must also include the associated replacement costs, model, make, and serial number, for all tools which the individual wishes to have covered.
- c) Management reserves the right to reject coverage of certain personal tools which are not required for Vancouver School Board maintenance or construction work.

2) Coverage

- a) The Board will cover personal tools excepting those times outlined in 2c.

- b) Upon proof of theft as per these guidelines, the Board will either replace the tool(s) or cover the replacement cost of the tool(s), provided they are listed in the inventory.
- c) Tools will not be covered by the Vancouver School Board during vacations or when tools are used for personal reasons or outside of Vancouver School Board business.
- d) Tool replacement insurance is intended to be for indemnification of broken or stolen tools and does not cover lost or misplaced tools.

3) Replacement

- a) All applications for tool replacement must be submitted in writing to the appropriate Trades Supervisor, the Vancouver School Board Maintenance Manager, or their designate. Applications must be in writing and indicate the applicant's name and trade Union, the date and time of the loss, the nature of the loss (e.g. theft, breakage), and the tools requested for replacement.
- b) All losses of \$75 or more must be reported to the police and an official police report case number must be submitted with the claim.
- c) Any individual discovered to be defrauding, or attempting to defraud the Vancouver School Board through the tool replacement program, will be immediately dismissed for cause (i.e. theft/fraud) from the Vancouver School Board's employ.
- d) A seventy-five dollar (\$75) deductible will be applied to all claims payable by the Board for theft during weekends, excepting those times listed in 2)c) when no coverage applies.

9.08 Employees shall be entitled to use of clean and heated facilities for the eating of lunches, the hanging and drying of clothes and the safe storage and lockup of personal tools. On jobs of insufficient size or duration to warrant the foregoing conditions, this Article shall not apply.

Where the Employer claims "insufficient size or duration" and a disagreement arises, the resulting disagreement shall be adjudicated by a called meeting of the Joint Liaison Committee.

9.09 Safety Provisions

The Employer shall provide all safety equipment as required under the Workers Compensation Board of British Columbia Compensation Act and Occupational Health and Safety Regulation.

9.10 Safety Provisions - Injury

Any Employee suffering injury while in the employ of the Board must report immediately to the nearest First Aid Attendant and to the Supervisor. The injuries shall be reported to

the Unions through the Health and Safety Committee on a regular basis. A copy of the Employee's accident report will be made available to him/her upon request.

If the Employee must leave the job during the working day due to illness or non-work related injury, **they** shall be paid wages for time actually worked.

If the Employee must leave the job during the working day to receive medical attention for an injury received on the job, **they** shall be paid wages and benefits for the full shift.

9.11 Safety Provisions – Excessive Temperature

When working where temperature exceed forty-five (45) degrees Celsius, there will be a ten (10) minute rest period provided within each working hour.

9.12 Safety Provision – Hepatitis B

Employees may be considered for Hepatitis B vaccination by making written application to Health and Safety Department outlining their Trade, job duties, and reason for requesting consideration of the vaccine.

9.13 Safety Provisions – Regulatory/Legislative Obligations

All equipment, tools, materials and practices must conform and be utilized in conformity with applicable Provincial and/or Federal regulations, acts and laws. Trade-specific safety rules and regulations shall be complied with and all necessary safety equipment required by each Trade shall be provided by the Board, as outlined in the Trade Specific Appendices. Board safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that does not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by the W.C.B. Regulations may be considered cause for dismissal.

9.14 Work Alone

No Employee shall be required to work alone on overtime or shift work, in closed buildings during school closures or when no other staff are present at the site, unless an appropriate "working alone" procedure is implemented for the shift.

A fore**person** shall not be the designated member to attend project safety committee meetings unless mutually agreed to by both the Board representative and the Union representative.

When an Employee is travelling on company business **they** shall be covered by Workers' Compensation.

9.15 Protective Clothing and Footwear Allowance

The Employer shall be responsible to supply coveralls when appropriate for the members of each trade. Boot allowance of one hundred dollars (\$100.00) shall be paid annually the first pay period in November. In the event that a member's outer clothing and footwear is substantially damaged in the line of a member's duties, the cost of cleaning or replacement will be borne by the Board.

9.16 Conventions and Conferences

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 Board at least one (1) week prior to taking such time off. The Employee's position shall be held open for him/her except in cases where there would be a normal reduction in the working force.

9.17 Piece Work

It shall be a violation of this Agreement for Employees to engage in piece work of any description.

ARTICLE 10 Job Stewards and Business Representatives

10.01 Business Agents

Business Agents shall have access to all Vancouver School Board work sites covered by this Agreement in the carrying out of their regular duties, after first notifying the Board, Supervisor, or foreperson; however, in no way will they interfere with the Employees during working hours unless permission is granted.

10.02 Job Stewards

A Job Steward shall be a working member of an affiliated Union and will be under the direction of the Business Manager or Business Agent at all times. The Job Steward shall be appointed by the Business Manager or Business Agent. The Job Steward will be permitted to perform their Union duties during working hours and shall not be discriminated against. The Union agrees that the Job Stewards will perform their duties as efficiently as possible and the Board agrees to grant reasonable time for the performance of such duties. Job Stewards shall be given appropriate training by the Union. Job Stewards shall be recognized on all jobs. The Supervisor shall receive three (3) days written notice if a Job Steward is required to attend to Union business. It is understood that there are some circumstances where this may not be feasible. However, written notice is still required.

Employees are entitled to be represented by a Union Representative in matters or meetings which are of a formal disciplinary nature.

ARTICLE 11 Apprenticeship

- 11.01** All Apprentices shall be employed in accordance with the provisions of the Apprenticeship and Trades Qualification Act and all parties agree to observe the provisions thereof.
- 11.02** All duly qualified Apprentices shall be under the supervision and control of the appropriate Building Trades Joint Apprenticeship/Training Committee. Said Joint Apprenticeship/Training Committee 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 apprentice 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.
- 11.03** It is hereby agreed that a maximum ratio of one (1) Apprentice for the shop and one (1) additional Apprentice for every four (4) Journeypersons shall be allowable under the terms of this Agreement, or such ratio as is otherwise agreed between the Board and any affiliated Trade Union. Further, such ratio may be varied during layoff or rehire procedures by mutual agreement between the parties, in accordance with the ratios expressed and implied in the following tables:

Journeyman(s) Employed	Apprentice(s) Allowed
1	1
2 – 5	2
6 – 11	3
12 – 15	4
16 – 19	5
20 – 23	6

- 11.04** All Apprentices shall be under the direct supervision of a Journeyman or Foreperson. An Apprentice shall not be given the responsibility of supervising the work of other Apprentices. Electrical apprentices shall not perform work on potentially live conductors or equipment, until the last six (6) months of their apprenticeship.
- 11.05** Preference of employment shall be granted to presently indentured apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship. Employers wishing to hire indentured Apprentices shall contact the Joint Committee'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 15. In the case of new Apprentices, the Employer has the right to refer individuals to the Joint Coordinator who, after determining the applicant's qualifications and eligibility, may dispatch as outlined above.
- 11.06** A graduated wage scale for Apprentices under the four (4) year program shall be established and maintained at the appropriate percentage of the established wage rate of Journeypersons. For three (3) year apprenticeships, wages shall commence at the third term rate.
- | | |
|----------------------|--------------------------|
| 1 st term | 55% of Journeyman's rate |
| 2 nd term | 60% of Journeyman's rate |

3 rd term	65% of Journeyman's rate
4 th term	75% of Journeyman's rate
5 th term	80% of Journeyman's rate
6 th term	85% of Journeyman's rate
7 th term	90% of Journeyman's rate
8 th term	95% of Journeyman's rate

ARTICLE 12 Grievances

12.01 Any differences arising between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any difference arising from the dismissal or suspension of an Employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided:

Stage 1: The Employee involved will first take up the matter with their supervisor directly in charge of the work. **The Employee has the option of being accompanied to the meeting by a shop steward or by a delegate of the Union.**

Stage 2: **If the grievance is not settled at Stage 1 then the grievance will be provided in writing by the Union to the Assistant Manager of Maintenance and Construction and copied to the Manager of Maintenance and Construction.**

Stage 3: **If the grievance is not settled as prescribed in Stage 2 above within ten (10) working days, the matter shall be referred to the Associate Superintendent, Human Resources, or delegate. Representatives of the Union (which may include a Shop Steward) and representatives of the Board shall meet within fifteen (15) working days and attempt to resolve the grievance.**

Stage 4: Failing resolution at Stage 3, within **ten (10) working days** or such longer time as the Parties agree to, then it shall be referred to an Arbitrator, as follows:

- a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of its appointment and particulars of the matter in dispute.
- b) The Party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
- c) The two (2) arbitrators so appointed shall confer to select a third person to be Chair and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third member.

The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of

the Chairperson, provided the time may be extended by agreement of the Parties. The Board shall deliver its award in writing to each of the Parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.

Each Party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointee to the Arbitration Board and one-half the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Board.

Upon mutual agreement, the parties may utilize a sole arbitrator. The parties shall confer to select the arbitrator and failing for three (3) days to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint the arbitrator.

ARTICLE 13 Savings Clause

Should any provisions of this agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the agreement in full force and effect and the Parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE 14 Technological Change

- 1) The Board will comply with *Section 54* of the *Labour Relations Code* "Adjustment Plan" and any subsequent amendments, as it relates to Technological Change.
 - a) If any Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom a collective agreement applies;
 - b) The Employer must give notice to the trade Union that is party to the collective agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected; and
 - c) After notice has been given, the Employer and trade Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - ii) Human Resources planning and Employee counselling and retraining;
 - iii) notice of termination;
 - iv) severance pay;
 - v) entitlement to pension and other benefits including early retirement benefits;

- vi) a bipartite process for overseeing the implementation of the adjustment plan.
- 2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade Union.
- 3) Subsections (1) and (2) do not apply to the termination of the employment of Employees exempted by section 65 of the Employment Standards Act from the application of section 64 of that Act.

ARTICLE 15 General Provisions

15.01 The Board shall maintain a harassment-free workplace, in compliance with prevailing Human Rights statutes.

15.02 Respectful Workplace

The Board recognizes the right of all employees to work, to conduct business and otherwise associate free from bullying, harassment, sexual harassment or any of the prohibited grounds as defined in the *BC Human Rights Code* and/or *WorkSafe BC*.

15.03 Bereavement Leave

Employees on Municipal Pension Plan shall receive a maximum of three (3) days bereavement leave with pay on the death of an immediate family member. Immediate family member shall include: **Spouse**, Child, **Sibling**, Parent, **Step-parent**, Grandparent, Grandchild, **Parent-in-Law**, **and Sibling-in-Law**. **Bereavement Leave will normally be taken within one (1) month of the death of a family member. Where circumstances do not allow the leave to be taken within one (1) month, exceptions may be granted by written application to the appropriate representative from the Employee Services division.**

An employee who qualifies for Bereavement Leave without loss of pay, and is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted upon request, an additional leave without loss of pay for a further period of two (2) working days.

15.04 Jury Duty

Building Trade Union Employees on Municipal Pension Plan shall continue to receive pay (includes vacation, supplemental vacation, statutory holidays, pension and Board paid Union funds) while on jury duty or when called for jury duty selection. In the event an Employee would have been laid off during this time, payment shall cease from the Vancouver School Board.

15.05 Night School Courses

Employees may register in and shall have course fees waived for any Vancouver School Board courses provided that:

- a) Employees take such courses on their own time
- b) No fee-paying student is displaced
- c) An application form is submitted and approved in advance of registration.
- d) The costs of any materials and supplies is borne by the Employee

15.06 Access to Personnel Files

An Employee shall have the right, at a time convenient to both parties to review, at the Human Resources office, their personnel file.

15.07 Labour-Management Committee

A Labour-Management Committee shall be established consisting of the Trades and Board representatives. The Labour-Management Committee shall meet quarterly. A meeting may be cancelled or rescheduled by mutual agreement.

The Labour-Management Committee may be called at other times to discuss emergent issues arising which, in the opinion of the both parties, cannot be left until the next regular meeting.

15.08 Printing of the Collective Agreement

Two (2) copies of the collective agreement will be sent to Maintenance. The collective agreement will be available to all employees on the Vancouver School Board website.

ARTICLE 16 Duration of the Agreement

This Agreement shall be for the period from and including 2019 July 01 to and including 2022 June 30 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of expiry of this Agreement (2020 June 30) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted or after any other term or condition of employment until:

- a) The Union shall give notice to strike (or until the Union goes on strike); or
- b) The Board shall give notice of lock-out (or the Board shall lock-out its Employees); or
- c) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

If, during the life of this Agreement there should arise any difficulty or misunderstanding as to the interpretation of any part or article of the Agreement, that section or part of the Agreement may be amended by mutual consent of the two parties.

A copy of this Agreement shall be filed with the Minister of Labour for the Province of British Columbia.

SIGNED AT THE CITY OF VANCOUVER IN THE PROVINCE OF BRITISH COLUMBIA

THIS _____ DAY OF _____, 2020.

SIGNED ON BEHALF OF:

- **Joint Council of Vancouver School Board Construction and Maintenance Trades Union**

- **Board of Education of School District No. 39 (Vancouver)**

David Green, Secretary-Treasurer

Janet Fraser, Chairperson

Letter of Understanding Work Assignments Dispute Resolution

January 22, 1991

This will confirm our understanding with respect to work assignment disputes between the Board, the Building Trades, and the I.U.O.E. Local 963. The following shall form part of the collective agreement between the I.U.O.E. Local 963 and the Vancouver School Board:

The parties agree that the attached guidelines will determine the assignment of work between the Building Trades Unions and I.U.O.E. The parties further concur that any dispute involving interpretation of the guidelines, or work not covered by the guidelines, will be resolved in accordance with the following procedure:

- a) A representative from the I.U.O.E. and the concerned Building Trade Union may meet concerning a work assignment made by the Vancouver School Board. If the two (2) Unions agree that the assignment be reversed and advise the Vancouver School Board in writing of this agreement, then the Vancouver School Board shall accept and act on the work proceeding as per agreement between the two (2) Unions. Any of the three (3) parties, if they wish, may proceed to step #2 below.
- b) A committee of six (6) persons will meet and attempt to resolve the dispute to the mutual satisfaction of all parties. The committee will be comprised of two (2) members of the affected Building Trade Union(s), two (2) members of the I.U.O.E., and two (2) representatives of the Vancouver School Board including at least one (1) from the Maintenance Group.
- c) It is agreed the above committee will meet within (10) working days of a written complaint by one of the parties being served on the other two (2) parties. The complaint will identify the work assignment which is in dispute and the requested resolution of the dispute.
- d) The committee will rule on matters by consensus. If consensus is not reached, any of the involved parties will have the right to refer the matter to an expedited hearing within ten (10) working days of the above meeting. The other parties shall attend the hearing and agree that the decision of the chairperson will be final and binding on the three (3) parties.
- e) The chairperson named below will convene the hearing within fifteen (15) calendar days of the above request, and will issue a decision within thirty (30) calendar days of completion of the hearing.
- f) For the life of this agreement the name Chairperson will be **(name)**.

(Names proposed by the Union are Kelleher, Thompson, Larson, Grayell with intent of selecting a chairperson and alternate).

Interim Guidelines for Allocating Minor Repair Work

- 1) The allocation of minor repair work will be as set out in the Allocation of Minor Repair Work in Trade Specific Appendices, which is based on specific items in the I.U.O.E. 1985 November 4 list, with amendments taken in part from the Trades' 1986 July Letters of Understanding. This will not prohibit I.U.O.E. affiliated personnel from performing other minor and incidental repairs.
- 2) All fabrication of materials and painting of same by I.U.O.E. affiliated personnel will be discontinued.
- 3) The prime function and activities of the five (5) I.U.O.E. Maintenance Engineers will be refocused on their original concept of upgrading building engineer skills to handle the 1985 November 4 list of minor repairs, now as amended by Attachment A.
- 4) I.U.O.E. affiliated personnel will replace outside forces in the inspection and minor repair of folding lunchroom tables. Fabrication of parts and major repairs will be by others as required.
- 5) Repair work requisitions from schools will continue to be forwarded to Physical Plant/Operations at the Administration Building. All repair and fabrication work, other than the building engineer minor repairs set out in Attachment A will be forwarded by Operations to the Maintenance Workshop for processing and action.



Vancouver School Board

School District No. 39 (Vancouver)

HUMAN RESOURCES
1580 West Broadway
Vancouver, B.C. V6J 5K8
Telephone: (604) 713-5000
Fax: (604) 713-5195

June 25, 1999

International Union of Bricklayers, Local 1
British Columbia Regional Council of Carpenters Local 1907
Cement Masons' Section of Operative Plasterers and
Cement Masons International Association, Local 919
International Brotherhood of Electrical Workers, Local 213
International Association of Heat and Frost Insulators, Local 118
International Association of Machinists and Aerospace Workers, Vancouver Lodge 692
International Union of Painters and Allied Trades, District Council 38
United Association of Journeypersons of the Plumbing and Pipefitting Industry, Local 170
Sheet Metal Workers International Association, Local 280

Dear Sirs:

RE: COMMUNITY PROJECTS

This is to confirm that the Board will inform the Chairperson of the Joint Liaison Committee in writing of any Community Projects or Corporate Partnerships, as soon as possible and prior to commencement of work.

Yours truly,

Sheila Page
Personnel Manager - Support Staff

cc: Garry Haruether, Manager, Maintenance and Construction
Gary Miller, Contract Inspector, Maintenance and Construction



Vancouver School Board

School District No. 39 (Vancouver)

HUMAN RESOURCES
1580 West Broadway
Vancouver, B.C. V6J 5K8
Telephone: (604) 713-5000
Fax: (604) 713-5195

2001 February 27

Mr. Stan Pickthall
Chairperson,
Joint Council of Construction &
Maintenance Trade Unions
International Association of Machinists &
Aerospace Workers, Vancouver Lodge 692
7418 - 6th Street
Burnaby, B.C., V3N 3L6

Dear Mr. Pickthall,

RE: Flexibility of Work Assignments

The parties are committed to effective and efficient work practices to achieve the best utilization of maintenance funds.

To that end, the parties agree that, under the direction of the foreman, minor, incidental work related to the repair, where the incidental work crosses jurisdiction, can be performed provided that the incidental work is within the skill range of the Journeyperson and permissible by legislation.

Signed at Vancouver, BC on this 27th day of February, 2001

Sheila Page
For the Board

Stan Pickthall
For the Joint Council



Vancouver School Board

School District No. 39 (Vancouver)

HUMAN RESOURCES
1580 West Broadway
Vancouver, B.C. V6J 5K8
Telephone: (604) 713-5000
Fax: (604) 713-5195

Letter of Understanding

November 9, 2004

Mr. Stan Pickthall
Chairperson
Joint Council of Construction & Maintenance Trade Unions

Dear Mr. Pickthall:

RE: Joint Training Selection Committee

The parties of this collective agreement agree to form a Joint Training Selection Committee and have an initial meeting by January 15, 2005 to discuss and make recommendations as to a process for selection of employees for training courses. The Joint Training Selection Committee will be comprised of three (3) Union Representatives and three (3) V.S.B. Representatives and will report out by June 30, 2005.

Signed on _____



Vancouver School Board
School District No. 39 (Vancouver)

HUMAN RESOURCES
1580 West Broadway
Vancouver, B.C. V6J 5K8
Telephone: (604) 713-5000
Fax: (604) 713-5195

Letter of Understanding

November 9, 2004

Mr. Stan Pickthall
Chairperson
Joint Council of Construction & Maintenance Trade Unions

Dear Mr. Pickthall:

RE: Joint Benefits Committee

Upon ratification, the parties agree to establish a Joint Benefit Review Committee consisting of three (3) members of the Union and three (3) members from the VSB with the mandate to research and explore issues related to administration of the current defined contribution benefit plan.

The parties agree that any benefit changes (structural or administrative) that may result from changes that flow from the recommendations of the Joint Benefit Review Committee will be subject to the PSEC mandate for K-12 support staff in effective and must be approved by BCPSEA prior to implementation.

Signed on _____



Vancouver School Board
School District No. 39 (Vancouver)

HUMAN RESOURCES
1580 West Broadway
Vancouver, B.C. V6J 5K8
Telephone: (604) 713-5000
Fax: (604) 713-5195

Letter of Understanding

July 01, 2006-07-06

Workmanship and Security

The parties agree to a Joint Committee consisting of three (3) representatives from the V.S.B. and three (3) representatives from the Bargaining Council of Vancouver School Board Construction and Maintenance Trade Unions to discuss the following:

- Inspection for workmanship of outside contractors
- Security issues associated with outside trades workers

This Committee will report out on January 31, 2007 and act on any mutually agreeable recommendations.

This Committee will meet on an as needed basis to a maximum of once a month.

Signed on _____

MEMORANDUM OF AGREEMENT

“MoA”

Between

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 39 (Vancouver)
“Employer”**

And

**Bargaining Council of Vancouver School Board Construction and
Maintenance Trade Unions
“Union”**

The parties to this Memorandum of Agreement (MoA) agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2019 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this MoA.

Changes to the Revised Collective Agreement

The July 1, 2014 – June 30, 2019 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

Appendix A – 2019 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education of School District 39 (Vancouver) and the Bargaining Council of Vancouver School Board Construction and Maintenance Trade Unions, dated September 17, 2019 which sets out all other agreed changes to the Collective Agreement.

Ratification

This MoA is subject to ratification by the Board of Education of School District No. 39 (Vancouver), the British Columbia Public School Employers' Association, and the membership of the Bargaining Council of Vancouver School Board Construction and Maintenance Trade Unions.

AGREED September 17, 2019

Trades Bargaining Committee

Board of Education of School District No. 39
(Vancouver)

Neil Munro, Heat & Frost Insulators
Local 118

Joann Horsley-Holwill

Lisa Langevin, IBEW Local 213

Stacey Alexander

Ken Elworthy, SMART Local 280

Candace Reid

Mark Bevacqua, Carpenters Local 1907

John Duong

Dale Gentile, Machinists Local 692

Stephen Thomas

Jeff Chapman, UA Plumbing & Pipefitting
Local 170

Blair Poy

Justin Chapman, Painters & Allied Trades
DC 38

Terry Forgeron

Roy Bizzutto, Cement Masons Local 919

Jessica Wichmann

Geoff Higginson, Bricklayers Local 2

Appendix A

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

The K-12 Presidents' Council and Support Staff Unions ("the Unions")

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

1. Term

July 1, 2019 to June 30, 2022

2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

3. Local Bargaining

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

Year	Amount
2019/2020	\$0
2020/2021	\$7,000,000
2021/2022	\$7,000,000

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

4. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

Year	Amount
2019/2020	\$1,000,000
2020/2021	\$3,000,000
2021/2022	\$3,000,000

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

5. Safety in the Workplace

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

6. Support Staff Education Committee (SSEC)

Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a. Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b. Developing and delivering education opportunities to enhance service delivery to students;
- c. Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d. Skills enhancement for support staff
- e. EA curriculum module development and delivery
- f. These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

Terms of Reference:

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

7. Job Evaluation (JE) Committee

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.

- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined below is appropriate.

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the Parties at key milestones during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be discussed and resolved by the Parties at that time.

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.

8. Provincial Labour Management Committee (PLMC)

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

The PLMC shall not discuss specific grievances or have the power to bind either Party to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either Party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the agreement and agree to include Workplace Health and Safety as a standing agenda item.

9. Committee Funding

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

10. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (eg. Make a Future)
- e. Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones

and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

11. Early Care and Learning Plan

In support of the Province's Early Care and Learning (ECL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

12. Unpaid Work

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

13. Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

14. Demographic, Classification and Wage Information

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

15. Public Education Benefits Trust

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.
- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

16. Employee Support Grant (ESG)

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

17. Adoption of Provincial Framework Agreement (PFA)

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.

18. Funding

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

19. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

Dated this __12th__ day of July, 2018.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

K-12 Presidents' Council and Support Staff Unions

BC Public School Employers' Association & Boards of Education

Warren Williams (Local 15 - Metro)

Leanne Bowes, BCPSEA

Tracey Mathieson

Renzo del Negro, BCPSEA

Rob Hewitt

Tammy Sowinski, OLRG

Leslie Franklin (Local 703 - Fraser Valley)

Kyle Uno, SD36 Surrey

Nicole Edmondson (Local 3500 - Okanagan)

Robert Weston, SD40 New Westminster

Paul Simpson (Local 379 - Metro)

Jason Reid, SD63 Saanich

Marcey Campbell (Local 728 - Metro)

Marcy VanKoughnett, SD20 Kootenay-Columbia

Sylvia Lindgren (Local 523 - Okanagan)

Alan Chell, BCPSEA Board of Directors

Rolanda Lavallee (Local 2145 – North)

Ken Dawson, PSEC

Len Hanson. (Local 2298 – North)

Elisha Tran (Minute Taker)

Joanne (Jody) Welch. (Local 401- North Island)

Fred Schmidt (Local 382 - South Island)

Jane Massy (Local 947 - South Island)

Michelle Bennett (Local 748 – Kootenays)

Brent Boyd. (Local 407 - Metro)

Patti Price (Local 1091 – Metro)

Rod Isaac (Local 411 - Fraser Valley)

Marcel Marsolais (Local 409 – Metro)

Anne Purvis (Local 440 – Kootneys)

Rob Zver (Local 606- North Island)

Bruce Scott (WVMEA)

Tim DeVivo. (IUOE Local 963)

Corey Thomas

Loree Wilcox

Corinne Iwata (minute taker)

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

Re: Employee Support Grant (ESG) after June 30, 2019

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA after June 30, 2019.

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

Re: Public Sector General Wage Increases

1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer.

As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed.

This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must [contact WorkSafeBC](#). A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.

Worker Rights and Responsibilities:

On a worksite, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities — and those of others. If you're a worker, you also have three key rights.

Your rights

- The right to know about hazards in the workplace
- The right to participate in health and safety activities in the workplace
- The right to refuse unsafe work without getting punished or fired

Your responsibilities

As a worker, you play an important role in making sure you — and your fellow workers — stay healthy and safe on the job. As a worker, you must:

- Be alert to hazards. Report them immediately to your supervisor or employer.
- Follow safe work procedures and act safely in the workplace at all times.
- Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.
- Co-operate with joint occupational health and safety committees, worker health and safety representatives, WorkSafeBC prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.
- Follow the treatment advice of health care providers.
- Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.
- Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.

Employer Responsibilities:

Whether a business is large or small, the law requires that it be a safe and healthy place to work. If you are an employer, it is your responsibility to ensure a healthy and safe workplace.

Your responsibilities

- Establish a valid occupational health and safety program.
- Train your employees to do their work safely and provide proper supervision.
- Provide supervisors with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate first aid equipment, supplies, and trained attendants are on site to handle injuries.
- Regularly inspect your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

Supervisor Responsibilities:

Supervisors play a key role with very specific health and safety responsibilities that need to be understood.

A supervisor is a person who instructs, directs, and controls workers in the performance of their duties. A supervisor can be any worker — management or staff — who meets this definition, whether or not he or she has the supervisor title. If someone in the workplace has a supervisor's responsibilities, that person is responsible for worker health and safety.

Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.
- Ensure workers under your supervision have the appropriate personal protective equipment, which is being used properly, regularly inspected, and maintained.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities>

Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2014 – June 30, 2019 local Collective Agreement between the Board of Education of School District No. 39 (Vancouver) and the Bargaining Council of Vancouver School Board Construction and Maintenance Trade Unions.

Each signed off item is attached for reference.

	Replace all gender-specific language with gender-neutral language (EH.2)
	Union name change: International Assoc. of Sheet Metal, Air, Rail and Transportation Workers Local 280 (EH.2)
	Replace "superannuation" with "Municipal Pension Plan" (EH.6)
	Written reminder to Administrators regarding JAPlan assignments (U.13)
7.01	Online wage statements; availability of paper copies
7.04	First Aid Attendant: new premiums
7.05	Height and Danger Pay: new premiums
12.01	Grievances: new language regarding Stages 1, 2, 3
15.03	Bereavement leave: new language – within one month
New	Printing of the Collective Agreement
LOU	Trades Mentorship Program
LOU	Training Allowance Fund Committee

Agreed September 17, 2019

Trades Bargaining Council

Board of Education of School District No. 39
(Vancouver)

Neil Munro, Heat & Frost Insulators
Local 118

Joann Horsley-Holwill

Lisa Langevin, IBEW Local 213

Stacey Alexander

Ken Elworthy, SMART Local 280

Candace Reid

Mark Bevacqua, Carpenters Local 1907

John Duong

Dale Gentile, Machinists Local 692

Stephen Thomas

Jeff Chapman, UA Plumbing & Pipefitting
Local 170

Blair Poy

Justin Chapman, Painters & Allied Trades
DC 38

Terry Forgeron

Roy Bizzutto, Cement Masons Local 919

Jessica Wichmann

Geoff Higginson, Bricklayers Local 2

Letter of Understanding – Trades Mentorship Program

Letter of Understanding

Between

The Vancouver Board of Education (VSB)

And

The Bargaining Council of Vancouver School Board Construction and Maintenance Trade Unions

The Parties are committed to continue to develop a Trades Mentorship Program for Secondary School students within our District. The purpose of this program is to encourage our students to enter the Trades post-graduation.

The Union and the Employer agree to form a committee with the purpose of developing this program. The committee will be struck by December 31, 2019 and will meet during the school year as needed. The committee will be comprised of equal numbers from Union and Employer, with the participation of the VSB Career Programs department regarding placement of students. The Committee will be comprised of up to three (3) members each from the Union and Employer, not including possible attendance by a member of the Career Programs department.

Signed September 17, 2019.

Joann Horsley-Holwill
Vancouver Board of Education

Neil Munro
Bargaining Council of Vancouver School Board
Construction and Maintenance Trade Unions

Letter of Understanding – Training Allowance Fund

Letter of Understanding

Between

The Vancouver Board of Education (VSB)

And

The Bargaining Council of Vancouver School Board Construction and Maintenance Trade Unions

Effective July 01, 2020 as per the 2019 Sustainable Services Negotiating Mandate, the Union and the Employer agree to form a committee with the purpose of distributing any unused SIA funds for the purpose of providing training allowances and/or renewing certifications. The committee will be struck by December 31, 2019 and will meet during the school year as needed. The committee will be comprised of equal numbers from Union and Employer. The Committee will be comprised of up to three (3) members each from the Union and Employer.

Signed September 17, 2019.

Joann Horsley-Holwill
Vancouver Board of Education

Neil Munro
Bargaining Council of Vancouver School Board
Construction and Maintenance Trade Unions

APPENDIX 1

SELF-FUNDED LEAVE OF ABSENCE PLAN

Under the definition of a 'Prescribed plan' within Section 248(1) (salary deferral arrangement) of the Income Tax Act, the following agreement is to permit members of the Union to arrange a self-funded leave of absence by deferring from tax a portion of salary.

Any changes to the Income Tax Act may prohibit participation in this plan.

1. DEFINITIONS

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- (a) the first day any of such monies has been so retained by the Board, or
- (b) the last day to which interest has been paid in accordance with clause 3.4.

whichever is later.

"Union" means the Bargaining Council of Vancouver School Board Construction and Maintenance Trade Unions.

"Board" means the Board of Education.

"Agreement" means the agreement in force from time to time between the Board and the Union.

"Committee" means a committee as defined by agreement between the Board and Union.

"Contract year" means the twelve (12) month period from July 1 to June 30.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including their proper salary and all allowances in accordance with the Agreement.

"Deferral Period" shall be number of years not to exceed five (5) years for which compensation is deferred in accordance with clause 3.1, excluding the years referred to in clauses 4.4 and 4.5 if applicable. Therefore, the original deferral period shall not exceed five (5) years to allow for the possible application of these clauses.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to participant in accordance with clause 3.4.

"Eligible employee" means a member of the Union whose name is on the VSB core list.

"Eligible investor means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia.

“Leave of absence” means the period described in clause 4.1.

“Self-Funded Leave of Absence Plan application” means the application on page 36.

“Participant” means an eligible employee who has completed a Self-Funded Leave of Absence Plan application and whose application for participation in the plan has been approved by the Associate Superintendent, Human Resources in accordance with clause 2.3.

“Plan” means the deferred salary leave plan set out in this policy and includes all amendments thereto.

2. APPLICATION

Formal Application

2.1 In order to participate in the plan, an eligible employee must complete the Self-Funded Leave of Absence Plan application (on page 35) and submit it to the Associate Superintendent, Human Resources at least three (3) months prior to participation in the plan, or at a date otherwise agreed between the Board and the union, stating the date when the eligible employee wishes to participate in the plan.

Approval

2.2 The approval of each application made under clause 2.1 shall rest solely with the Associate Superintendent, Human Resources. The Associate Superintendent, Human Resources shall, at least one (1) month prior to participation in the plan or at a date otherwise agreed between the Board and the Union advise each applicant of their approval or disapproval of their application, and if the latter, an explanation thereof.

Date of Participation

2.3 If the Associate Superintendent, Human Resources gives their approval in accordance with clause 2.2, the participation of the eligible employee in the plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Associate Superintendent, Human Resources then on a date which is agreed to by the Associate Superintendent, Human Resources and the eligible employee.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

Compensation deferred

3.1 During each year prior to the leave of absence, the participant, for a maximum to five (5) years, will receive their current compensation amount, less the percentage amount which the participant has specified in the Self-Funded Leave of Absence application for the year in question which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with clause 3.3.

Maximum Percentage Deferral

3.2 The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third per cent (33 1/3%).

Investment of Deferred Compensation

3.3 The monies retained by the Board for each participant, in accordance with clause 3.1, (including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible investor. The committee shall choose such eligible investor and in making such determination the Board and members of the committee shall not be liable to any participant for any investments made which are authorized by this clause.

Payment of Accrued Interest

3.4 The eligible investor shall pay the accrued interest on each December 31 to the participant.

Reporting to Participants

3.5 The Board shall make an annual report to each participant as to the deferred compensation amount. The annual report shall be made no later than July 31 of each year while the participant participates in the plan.

4. TAKING LEAVE OF ABSENCE

The taking of leave of absence shall be governed by the following provisions:

Qualification to Participate

4.1 The leave of absence shall occur according to, and be governed by, the Self-Funded Leave of Absence plan policy then established by the Board for its employees but shall be for not less than six (6) months.

Manner of Payment During Leave

4.2 The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided to the payment of salaries under the Agreement and all amounts payable shall be paid to the participant not later than the end of the first taxation year that commences after the end of the deferral period.

Amount of Payment During Leave

4.3 The payment to be made to a participant in accordance with clause 4.2 during a leave of absence shall be related to the monies retained by the Board, in accordance with clause 3.1 for such participant, but less monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than amounts which were deferred prior to the leave.

Board's Right to Refuse Leave

- 4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified by the participant, the Board, upon not less than six (6) months notice prior to the schedule date, may in its discretion defer the leave of absence on one (1) occasion only for one (1) year.

Participant's Right to Defer Leave

- 4.5 Notwithstanding the date shown in paragraph 2 of the Self-Funded Leave of Absence application for a requested leave of absence, a participant may, on one (1) occasion only, with the consent of the Associate Superintendent, Human Resources give not less than six (6) months prior to the schedule date, postpone such leave for one (1) year.

- 4.6 The leave of absence shall immediately follow the deferral period.

Return to Employment

- 4.7 The participant shall return to employment with the Board for a period not less than the period of leave.

5. WITHDRAWAL

Termination of Employment

- 5.1 A participant who ceases to be employed by the Board also terminates participation in the plan.

Withdrawal from Plan

- 5.2 A participant may withdraw from the plan upon giving not less than six (6) months notice of intent prior to the date on which the leave of absence is to commence.

Payment

- 5.3 Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days but not later than in the first taxation year that commences after the end of the deferral period, dependent upon the choice of the participant. Upon such payment being made the Board shall have no further liability to the participant.

Upon Death

- 5.4 Should a participant die, the Board shall within sixty (60) days of notification of such death pay the deferred compensation amount to the participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

6. TERMINATION OR AMENDMENT OF PLAN

Agreement

6.1 The plan may be amended or terminated by agreement between the Board and the Union. Any amendment(s) shall be binding upon all present and future participants.

Not to Prejudice Ruling

6.2 No amendments shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.

7. GENERAL

Administration

7.1 The Board will bear the administrative expenses of the plan. (Except a monthly charge which is currently set at \$2.00 for each participant.)

7.2 The matters of the makeup of the committee, the position on return from leave, the salary and benefits after the leave and the payment of fringe benefits must be dealt with by separate agreement between the Board and the Union.

MEMORANDUM OF AGREEMENT

SELF-FUNDED LEAVE OF ABSENCE PLAN

NAME: _____ SCHOOL DISTRICT #: 39

ADDRESS: _____ SOCIAL INSURANCE #:

_____ VANCITY A/C#, if any:

POSTAL CODE: _____ TELEPHONE:

I have read the terms and conditions of the Deferred Salary leave Plan and understand same and I agree to participate in the plan under the following terms and conditions:

1. **Enrolment Date**

My enrolment in the plan shall become effective commencing _____, 19/20__.

2. **Number of Years of Participation**

I shall participate in the plan for ____ years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter but subject to the provisions of Item 3 below.

3. **Period of Leave**

I shall take my leave of absence from _____, 19/20__ to _____, 19/20__ (not to be less than six (6) consecutive months) but I shall have the right to postpone such leave for up to twelve (12) months and the Board shall have the right to defer such leave for up to twelve (12) months.

4. **Funding of Leave of Absence**

I direct that the Board withhold ____ per cent (not to exceed thirty-three and one-third per cent (33 1/3%)) of my annual compensation amount during my participation in the plan.

I understand that I may, by written notice given to the Board one (1) month prior to the anniversary date of my participation in the plan, alter the percentage amount for the next subsequent years.

5. **Return to Employment**

I understand I must return to employment with the Board for a period of time not less than the period of leave.

NOTE: Current Income Tax Laws require interest to be paid out on a yearly basis. Interest will be paid in January for the period ending 31 December. Please specify how you would like to have the interest paid out:

Deposit into my VanCity A/C # Mailed to address as above

Dated _____ Employee's Signature

AGREED TO BY THE BOARD
Date



Trade Specific Appendices

A Scope of Work

Brick Masonry

Bricklaying Masonry shall consist of the laying of bricks made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns, in mines or fortifications and in all underground work, such as sewers, telegraphs, electric and telephone conduits. All cutting of joints, pointing, cleaning and cutting of bricks walls, fireproofing, block-arching terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, work blocks and glass masonry, or any substitute for above material, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and setting of all cut stone trimmings on brick buildings and the preparation and erection of plastic castables, or any refractory materials is Bricklayer's work.

Cleaning, grouting, pointing and other work necessary to achieve and complete the work under the foregoing category shall be the work of the Bricklayer.

Stone Masonry

Stone Masonry shall consist of laying all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects and customarily called, "stone" in the trade).

Cutting all shoddies, broken ashlar, or random ashlar that is roughly dressed upon the beds and joints and range not over ten (10) inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or revels and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing of other public works and to all kinds of stone, particularly to the product of the locality where the work is being done and the same shall be considered Stone Masonry.

Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work. Cleaning, grouting, pointing and other work necessary to achieve and complete the work under the foregoing category shall be the work of the Stonemason.

Artificial Masonry

The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior when set by the usual custom of the Stonemason and Marble Setter.

All cement that is used for backing up external wall, the building or party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, shall be controlled by members of the I.U.B.A.C. Local #2 BC. for which the highest rate of wages shall be demanded.

All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size, shall be the work of members of the I.U.B.A.C. Local #2 BC for which the regular wage scale in the jurisdiction where the work is performed shall be paid.

Marble Masonry

Marble Masons jurisdiction claims shall consist of the carving, cutting and setting of all marble, slate, including slate blackboards, stone, albered, carrara, sanionyx, vitrolite and similar opaque glass, scagliola, marbleithic and all artificial, imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings, of every description wherever required, including all polish, phoned or sand finished; also the cutting and fitting of above materials after same leave mills or shop, as well as all accessories in connection with such work and the laying of all marble tile, slate tile and terrazzo tile.

Pointing, Caulking and Cleaning

Pointing, caulking and cleaning shall consist of the pointing, caulking and cleaning of all types of masonry, caulking of all window frames, encased in masonry brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work.

The pointing, cleaning and weatherproofing of all building, grain elevators and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sand blasting and gunite work on same.

B Contributions and Deductions

1. Health and Welfare Trust Fund

Effective July 1, 2008 a contribution of two dollars and fifty cents (\$2.50) per hour for each straight one hour and two dollars and fifty cents (\$2.50) for every overtime hour of employment performed by Employees (whether Union or non-Union) in any job classification under this Agreement, will be paid by the Board to the Trustees of the Bricklayers and Masons Welfare Plan.

The Bricklayers and Masons Welfare Plan shall be administered by a Board of Trustees consisting of three (3) members of the party of the first part and three (3) members of the party of the second part. The Board hereby delegates all right to representation on the Board of Trustees to the Masonry Contractors' Association of Vancouver (Unionized sector).

Effective upon ratification of this agreement a \$0.25 (twenty-five cent) increase will be added to the Health & Welfare Trust fund, changing the amount that is currently \$2.50 per hour to \$2.75 per hours

The language in Article 1 will govern the process for the Health & Welfare Trust Fund.

This increased will be deducted from the 3.5% wage increase and will be deducted starting February 01, 2014.

2. Pension Trust Fund

A contribution of one dollar and fifty-two cents (\$1.52), for every straight time hour and every overtime hour will be paid by the Board on behalf of every Employee (whether Union or non-Union), employed in any job classification covered by the Collective Agreement.

An equal contribution will be deducted from each Employee's wages. The total will be paid to the Trustees of the Bricklayers and Masons Pension Plan. Each Employee shall submit a written authorization to the Board so the deductions for the Pension Plan may be made. If the Board fails to make the required Employee deductions, it shall be liable for the total amount.

3. B.C. Construction Industry Rehabilitation Fund

The Board shall forward by the fifteenth (15th) day of the month following that which contributions cover, two cents (\$0.02) for each hour for which wages are paid 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. and 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.

4. Union 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 Article 4. 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).

The field dues deduction is set at an amount of 2.5% of total package, which is inclusive of wages, holiday pay and employer paid benefits.

The Counter Dues amount is set at \$30.00 per month for all foremen, Journeypersons and apprentices employed with the VSB.

5. Payment of Trust Fund Contributions and Supplemental Dues Checkoff

All required contributions under this Clause are due and payable on the fifteenth (15th) day of the calendar month following the month in which the obligation arose.

It is agreed that all monthly contributions will be accompanied by a completed report form which will document the hours paid to each Employee. Should the Board have no Employees during the month for which contributions would be owing and payable, it shall submit a "nil" report. Where a "nil" report is submitted, the monthly contribution of forty-five dollars (\$45.00) is payable to the Masonry Institute of B.C. Fund from the Board.

Contributions not received (post marked) by the last day of the calendar month following the month in which the hours were paid will incur a penalty of five per cent (5%) of the remittance due and a further one point five per cent (1.5%) for each month of delinquency thereafter and, in no case, will these penalties be forgiven.

C Forepersons

When four (4) or more Bricklayers or Masons are employed, one (1) shall be appointed by the Board to act as working Foreperson. This Foreperson shall receive one (1) hours pay per day over the Journeyperson's rate. When overtime is worked, the Foreperson shall receive time and one-eighth, above such overtime rate. They shall be the only Representative of the Employer to issue instructions to Journeyperson Bricklayers or Masons.

D Contracting Out

The Board further agrees that upon all construction, installation, maintenance and repair work done on behalf of, or at the instance of the Board, whether done directly or indirectly under contract or sub-contract, only members in good standing of I.U.B.A.C. Local #2 BC, shall be employed.

E Tool List

Journeypersons 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 hundred (100) feet of masons line
- One (1) raker or raking wheel
- One (1) pointing trowel
- One (1) bolster or brick set
- Two (2) round jointers
- One (1) rule or tape
- Line pins
- One (1) hand brush
- One (1) trowel
- One (1) tool bag or box
- One (1) mash hammer
- One (1) four (4) foot level in working order
- Brick hammer
- One (1) tuck pointer

Stonemasons will be required to provide the following tools:

- One (1) trowel
- One (1) pointing trowel
- Two (2) points
- One (1) tool bag or box
- Two (2) feather jointers
- One (1) to two (2) to four (4) pound mash hammer
- One (1) rule or tape
- Two (2) traces - carbaloy tipped
- One (1) four (4) foot level
- Two (2) pitches - carbaloy tipped
- One hundred (100) feet of mason's line

F Safety-Accident Prevention

1. All equipment, tools and material must conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Board safety rules and regulations shall be compiled with provided they are not inconsistent with the above-mentioned.

It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that does not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by the W.C.B. Regulation may be considered cause for dismissal.

2. Job Forepersons and Superintendents shall be required to carry a copy of the Occupational Health and Safety Regulation and to be familiar with these regulations so that they may be enforced on the job.
3. Scaffolds
 - a) Wood used for scaffolds shall be of a grade suitable for structural purposes construction grade and shall be inspected for defects before use.
 - b) Scaffold decking shall be of planks not less than two (2) inches and ten (10) inches nominal dimensions.
 - c) The distance between upright scaffold supports shall not be more than seven (7) feet.
 - d) Scaffold planks will extend past supporting members not less than six (6) inches nor more than twelve (12) inches.
 - e) The minimum width for masonry scaffold shall be four (4) feet of which two (2) feet must be clear working area.
 - f) All scaffold over ten (10) feet above grade must be equipped with a guardrail not less than forty-two (42) inches in height.
 - g) All scaffolds of more than one (1) lift five (5) feet in height will be equipped with an access ladder.
4. Scaffolds, Suspended
 - a) All suspended stagings will be inspected and approved by the Foreperson and the Job Steward before workers are put to work on same.
 - b) All beams used to support suspended stagings will be steel eye beams which will either be bolted or welded securely in place.
 - c) On suspended stagings over eighteen (18) feet in diameter, a minimum of six (6) jacks and cables will be used for support.
 - d) Platform stagings in tanks, towers and stacks, will be built so that the perimeter of the staging comes within six (6) inches of the wall of the unit.

G Attachment A: Allocation of Minor Repair Trade

No changes required to present practice.

H Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$35.51	\$35.57
Refractory (\$0.55)	\$36.06	\$36.12
Statutory Holidays 6.45%	Included in PTO Bank	\$2.29
Vacation 7.27%	Included in PTO Bank	\$2.59
Supp Vac 4.24%	Included in PTO Bank	\$Nil
Paid Time Off Bank 17.96%	\$6.38	\$Nil
Health/Welfare	\$2.750	\$2.750
Pension	\$3.135	\$1.520
Apprenticeship	\$0.675	\$0.675
Rehabilitation	\$0.020	\$0.020
TOTAL	\$48.468	\$45.415

Effective 2020 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$36.22	\$36.28
Statutory Holidays 6.45%	Included in PTO Bank	\$2.34
Vacation 7.27%	Included in PTO Bank	\$2.64
Supp Vac 4.24%	Included in PTO Bank	\$Nil
Paid Time Off Bank 17.96%	\$6.51	\$Nil
Health/Welfare	\$2.750	\$2.750
Pension	\$3.135	\$1.520
Apprenticeship	\$0.675	\$0.675
Rehabilitation	\$0.020	\$0.020
TOTAL	\$49.305	\$46.223

Effective 2021 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$36.94	\$37.01
Statutory Holidays 6.45%	Included in PTO Bank	\$2.39
Vacation 7.27%	Included in PTO Bank	\$2.69
Supp Vac 4.24%	Included in PTO Bank	\$Nil
Paid Time Off Bank 17.96%	\$6.63	\$Nil
Health/Welfare	\$2.750	\$2.750
Pension	\$3.135	\$1.520
Apprenticeship	\$0.675	\$0.675
Rehabilitation	\$0.020	\$0.020
TOTAL	\$50.154	\$47.053

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

I Acid Proof and Refractory Work

The Employer will pay fifty-five cents (\$0.55) per hour over the regular rate for all acid proof and refractory work. This does not include linings of fireplaces, or chimneys in houses, apartments, schools, office buildings, churches and hospitals.

J Unusually Dirty Conditions

Employees working under unusually dirty or disagreeable conditions such as heat (in excess of 45 degrees Celsius) fumes shall be paid one (1) hour per day extra or any portion thereof. When working where temperatures exceed forty-five (45) degrees Celsius, there will be a ten (10) minute rest period provided within each working hour.

K Core List: International Union of Bricklayers and Allied Craftworkers Local #2 BC

Name	Core List Date
Exner, Alan	2007 September 05
McLane, Gerald	2008 July 14
Silver, Paul	2018 February 13

Bench

The following employees will be automatically added to the Core List when a Core List employee retires or resigns:

1. **Paul Witt**
2. **Alan Leu**

A Contributions and Deductions

1. Contributions for Supervisory Members

Contributions that are required to be made by the Board on behalf of members of the Union will likewise be made on behalf of members of the Union employed in a supervisory capacity.

2. Health and Welfare Plan - Pension Plan

Effective July 1, 2006 one dollar and fifty-four and one-half cents (\$1.545) per hour paid in any job classification shall be paid by the Trustees of the Carpenters' fund in the manner as set forth in subsection 3.17. Two dollars and thirty-four cents (\$2.34) shall be applied to the Carpenters' RSP fund.

3. Apprenticeship Funds

Effective August 15, 1988, an amount equal to seventeen cents (\$0.17) per hour for each hour paid by members covered by this Agreement shall be paid monthly into the Carpentry Apprenticeship and Training Fund by the Board, in the manner as set forth in subsection 6.03.

4. Rehabilitation Fund

An amount equal to two cents (\$0.02) per hour for each hour paid to members covered by this Agreement shall be paid monthly into the B.C. Construction Industry Rehabilitation Fund by the Board in the manner set forth in subsection 6.03.

B Classifications

Foreperson

Any person in charge of work who issues orders or gives directions to members shall be known as **Foreperson** and shall be a **Journeyperson** member of the United Brotherhood of Carpenters and Joiners of America. All instructions given to members shall be given directly by the carpenter or millwright **Foreperson** to whom the members are regularly assigned. Where more than six (6) members are employed, a non-working carpenter or millwright **Foreperson** shall be employed. It is recognized, from time to time, circumstances may require that the Foreperson work with tools.

The wording is not to be used to divide the carpenter work force into several crews of up to six (6) members each with one (1) of the crew as the working **Foreperson** but acting as a crew leader.

In addition, the employment of a working **Foreperson** (**Forepersons**) shall not be used to circumvent the hiring procedure for **Journeypersons** as set out in Clause 6.06.

Foreperson A is one of the following positions:

An on-going position which oversees geographical areas of the School Board and supervises personnel, projects and maintenance programs within those geographical areas. Paid at eleven percent (11%) above the base rate.

An on-going position which oversees and supervises the personnel and the operation of the School Board Carpentry Shop. Paid at eleven percent (11%) above the base rate.

A temporary position assigned by the Board which oversees larger projects and generally supervises more than six (6) personnel. Paid at eleven percent (11%) above the base rate.

Foreperson B and Charge Hand/Working Foreperson

This is a temporary position assigned by the Board which oversees smaller projects and generally supervises six (6) personnel or less. Paid at five point six percent (5.6%) above the base rate.

Appointment of Area Forepersons

The Board will appoint Area Forepersons and Shop Forepersons on the following basis:

- a) Area Foreperson will be appointed for a term of one (1) year.
- b) During the one (1) year term, should the Board remove the appointee for performance related reasons, this shall be done on a standard of culpable or non-culpable (as the case may be) just cause.
- c) At the conclusion of any one (1) year term appointment, the Board may re-appoint the incumbent or reassign the incumbent to a position within the bargaining unit other than area foreperson so long as such reassignment is not arbitrary, discriminatory or done in bad faith.
- d) As mentioned above, the Board may re-appoint an incumbent area foreperson to a fresh one (1) year term and such reappointment will not trigger a challenge under the promotional provision in this agreement.
- e) The promotional provision (article 5.03) in this agreement will apply to assignments to the area foreperson position(s).
- f) The promotional provision (article 5.03) will not apply to assignments to and from Foreperson A and Foreperson B positions.

Saw Filing

When the Board employs a saw filer, that worker shall be a member of the Union. When the Board takes Union members' saws to be filed in a shop, every effort will be made to take them to a shop where such filing is done by a member of the Union. The Local Union will supply the Board with the names and locations of such shops. A tab will be given to the member by the Board or saw filer when the saw(s) are left for filing, the tab to be presented upon receiving the filed saw. In the event that saw(s) are lost, the Board will replace these with new saw(s) of equal quality.

C Contracting Out

The Board will not contract or sub-contract any work within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America which is to be performed at the job site, except to a contractor who holds an agreement with the British Columbia Regional Council of Carpenters Local 1907.

D Attachment A: Allocation of Minor Repair Work

1. Door Closers

- B/E's adjust or exchange.
- Overhaul and repairs by carpenters.

2. Hinges

- B/E's replace pins, tighten loose hinges and hardware.
- Major door servicing by carpenters.

3. Map Racks

- B/E's install, replace and repair map racks, pictures and overhead screens.
- Major installations and replacements by carpenters.

4. Window Catches

- B/E's tighten and replace catches, repair or replace existing weatherstrip.
- New hardware and weatherstripping installed by carpenters.

E Equipment Supplied

If the following tools or equipment - ladder, straight edge, saw horse, patent mitre box, stapling gun, hand clamp (other than saw clamp), power tools or any other than ordinary carpenter tools, millwrights' excepted - are desirable for the better carrying out of work, they shall be supplied by the Board.

F Hiring

When carpenters or carpenter-lathers are required, Foreperson excepted, they shall be hired through the Union. The Board will be allowed to rehire by name request members who have worked for the Board within the previous ten (10) weeks. In addition, the Board shall be allowed to rehire by name request on the basis of fifty-fifty (50/50). It being understood that for each member hired by name request by the Board from the Union dispatch, the next member shall be named by the union. Should the union be unable to fulfil an order within twenty-four (24) hours, the Board may obtain such workers elsewhere, it being understood that such workers, by meeting union and trade qualifications, shall join the union within two (2) weeks and remain members of the union as a condition of continuing employment.

G Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
Journey <u>person</u> (S/A)	\$36.44	\$35.65
Area Fore <u>person</u> (11%)	\$40.45	
Fore <u>person</u> A (11%)	\$40.45	
Fore <u>person</u> B (5.6%) (Chargehand)	\$38.48	
Statutory Holidays 6.45%	Included in PTO Bank	\$2.30
Vacation 7.27%	Included in PTO Bank	\$2.59
Supp Vac 4.24%	Included in PTO Bank	\$Nil
Paid Time Off Bank 17.96%	\$6.5	\$Nil
Health/Welfare	\$1.545	\$1.545
Pension	\$3.219	\$2.340
Apprenticeship	\$0.170	\$0.170
Rehabilitation	\$0.020	\$0.020
TOTAL	\$47.939	\$44.616

Carpenters

Effective 2020 July 01	Municipal Pension	Union Pension
Journey <u>person</u> (S/A)	\$37.17	\$36.36
Area Fore <u>person</u> (11%)	\$41.26	
Fore <u>person</u> A (11%)	\$41.26	
Fore <u>person</u> B (5.6%) (Chargehand)	\$39.25	
Statutory Holidays 6.45%	Included in PTO Bank	\$2.35
Vacation 7.27%	Included in PTO Bank	\$2.64
Supp Vac 4.24%	Included in PTO Bank	\$Nil
Paid Time Off Bank 17.96%	\$6.68	\$Nil
Health/Welfare	\$1.545	\$1.545
Pension	\$3.219	\$2.340
Apprenticeship	\$0.170	\$0.170
Rehabilitation	\$0.020	\$0.020
TOTAL	\$48.800	\$46.424

Effective 2021 July 01	Municipal Pension	Union Pension
Journey <u>persons</u> (S/A)	\$37.91	\$37.09
Area Fore <u>persons</u> (11%)	\$42.08	
Fore <u>person</u> A (11%)	\$42.08	
Fore <u>person</u> B (5.6%) (Chargehand)	\$40.03	
Statutory Holidays 6.45%	Included in PTO Bank	\$2.39
Vacation 7.27%	Included in PTO Bank	\$2.70
Supp Vac 4.24%	Included in PTO Bank	\$Nil
Paid Time Off Bank 17.96%	\$6.81	\$Nil
Health/Welfare	\$1.545	\$1.545
Pension	\$3.219	\$2.340
Apprenticeship	\$0.170	\$0.170
Rehabilitation	\$0.020	\$0.020
TOTAL	\$49.673	\$46.254

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

Pre-Apprentices

Pre-apprentices will receive 40% of the negotiated Journeypersons rate effective 2001 April 01.

H Core List: British Columbia Regional Council of Carpenters Local 1907

Positions that require specialized training may be maintained at times of layoff.

Name	Core List Date
Kemppi, Helmer	1987 July 20
Andersen, Ronald	1987 July 27
Higgins, Peter	1988 August 08
McPhee, Brian (Locksmith)	1988 August 26
Potter, Bruce	1989 July 18
Vandenberg, Maurice	1990 June 05
Boomer, Brian	1998 July 07
Sicklesteel, Steven	1999 June 16
Szczecinski, Ray	1999 August 3
Marques, Joaquim (Jack)	2004 July 19
Charbonneau, Alfred	2005 May 18
Pearson, Steven	2006 May 12
Plaetner, Steven	2008 June 24
Parsons, James	2009 July 15
Duong, Peter	2012 April 30
Leahy, Ernest	2013 September 23
<u>Buder, Tyler</u>	<u>2018 May 03</u>
<u>Smith, Randal</u>	<u>2018 May 03</u>
<u>Watters, Marc</u>	<u>2018 May 03</u>
<u>Walsh, Peter</u>	<u>2018 May 03</u>
<u>Odegaard, Mark</u>	<u>2018 May 03</u>
<u>Smith, Kevin</u>	<u>2018 May 03</u>

A Trade Description

The finishing of all concrete on buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, alleys and roofs, mass or reinforced concrete slabs and all flat surfaces of concrete including the screeding, straightedging, floating and trowelling of same. The laying and spreading and finishing of all types of bituminous concrete. The operation and control of all types of vacuum mats used in the drying of concrete or cement floors in preparing same or finish. The operation of finishing machines, power driven floats and trowelling machines shall be performed by the Cement Mason. Mastic flooring, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic and all other types of resilient floors. The finishing or washing of all concrete construction using any colour pigment when mixed with cement in any other form-mosaic and nail coat whether done by brush, broom, trowel float or any other process including operation of machines for scoring floors or any purpose they may be used for in connection with Cement Masons Trade.

The rodding, spreading and finishing of all top materials, sills, coping, steps, stairs and risers and running all cement and plastic material six (6) inch base or less shall be the work of the Cement Mason. All preparatory work on concrete construction to be finished, or rubbed, patching, brushing, chipping and bushhammering, rubbing or grinding if done by machine or carborundum stone on all concrete construction. The setting of all curb and gutter forms. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks and so forth, that is set on concrete foundations. All dry packing, grouting and finishing in the setting of all sole plates, treads, pipes and doorjamb, etc., that are set in concrete. The application of caulking to concrete floor control joints, and around all steel or metal window frames and doorways that touch concrete. The curing of finished concrete, whether necessary by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.

The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride granolithic or terrazzo composition floors shall be the work of the Cement Mason; including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces, bonding; the preparation and installation of ground or base courses, steps and cove base. The application and finishing of interior and exterior material by the use of a hawk and trowel and/or other conventional tools connected with the trade and/or the application and finishing of interior and exterior material by the use of pumping machines.

Union members/Employees shall operate all guns, nozzles, spraying and finishing devices. Modelling, castings and ornamental work. Plastering and finishing of swimming pools. The preparing and plastering of all surfaces to receive plaster, stucco or tile. The application and finishing of such materials as fireproofing, thinwall, veneer plaster, rigid insulation and patent texturing materials.

Preparatory Work

The Cement Masons' crew must be on the job to assist with the pour on slab work or work preparatory to concrete finishing within the jurisdiction of the Cement Masons.

B Contributions and Deductions

1. Health and Welfare Trust Fund

The Board shall contribute an amount of one dollar and eighty cents (\$1.80) for each hour paid to Employees covered by this Agreement to the Cement Masons Welfare Trust Fund for the purpose of providing welfare benefits to the Employee 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. The fund will be administered by a Board of Trustees appointed by the Union.

The employer contribution to the Cement Masons' Health and Welfare and Pension Plans shall be distributed at the sole discretion of the Union, between Health and Welfare component and the Pension Plan component. The Vancouver Board of Education shall be advised in writing, prior to any/every change.

2. Pension Plan

The Board shall contribute an amount of two dollars and five cents (\$2.05) for each hour paid to 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. The fund will be administered by a Board of Trustees appointed by the Union.

The employer contribution to the Cement Masons' Health and Welfare and Pension Plans shall be distributed at the sole discretion of the Union, between Health and Welfare component and the Pension Plan component. The Vancouver Board of Education shall be advised in writing, prior to any/every change.

3. Field Dues

The Board will deduct for a dues supplement an amount of three (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 Funds. Each Employee shall submit a written authorization to the Board as a condition of employment as may be required by the Board 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.

C Forepersons

When four (4) or more Cement Masons' are employed on the same project, one (1) of these Cement Masons' shall be appointed by the Board as a working Foreperson and shall be paid twelve per cent (12%) over the basic hourly rate. All forepersons shall be members in good standing of the Union.

D Shift Scheduling

Where a second (2nd) shift is required and continued for three (3) consecutive days or more, six and one-half (6 ½) hours of work shall constitute the second (2nd) shift for which seven and one-half (7 ½) hours' pay shall be paid. All hours worked in excess of six and one-half (6 ½) hours on the second (2nd) shift shall be paid for at the overtime rates provided for in Clause 6. After the regular day shift the second shift shall start in strict accord with the ending times of the regular hours provided in subsection (a) above. For example, if the regular day shift starts at 7:00 am and ends at 3:00 pm, the second (2nd) shift shall end at 10:00 pm. For work thereafter the overtime rates provided for in Clause 6 shall apply.

When a third (3rd) shift is required and continued for three (3) consecutive days or more, six and one-half (6 ½) hours shall constitute the third (3rd) shift for which seven and one-half (7 ½) hours' pay shall be paid. All hours worked in excess of six and one-half (6 ½) hours on the third (3rd) shift shall be paid for at overtime rates provided for in Clause 6. After the regular second (2nd) shift the third (3rd) shift shall start in strict accord with the normal ending time of the second (2nd) shift as illustrated above.

Where additional shifts are worked for less than three (3) consecutive days, such shifts shall be considered overtime and paid for at the overtime rates provided for in Clause 6.

After the regular shift has been established, the second (2nd) and third (3rd) shifts shall start in strict harmony with such shift. Notwithstanding, the start time of the second (2nd) and third (3rd) shifts may be varied, provided the consent of the Manager of the Union is first obtained.

It is agreed that on projects of more than one (1) shifts employed, the Employees shall be rotated at intervals of at least every two (2) weeks and not more often than once a week.

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

E Safety Equipment

1. Respirators and Coveralls

Respirators shall be furnished by the Board to all Cement Masons while grinding. When respirators are issued, they shall be in a sanitary condition and a supply of new filters shall be available. Also, safety glasses or goggles shall be furnished by the Board for Cement Masons for grinding, chipping or bushhammering of concrete. While grinding in confined areas, a fan or similar shall be supplied by the Board for dust removal.

Disposable coveralls and rubber gloves shall be supplied by the Board when Cement Masons are required to work with hand applied colour ad-mix epoxy or similar materials.

2. Fire/ Burglary

In case of fire and burglary the Board shall protect the value of an Employee's work clothes up to a total of three hundred dollars (\$300.00), providing an inventory of clothing is filed with the Board. When commencing employment the Employee shall submit to the Superintendent or their representative an inventory of work clothes brought on the job. Coverage will commence at the date of the filing of the inventory with the Board. The Employee shall ensure that the inventory is current.

F Tool List

Cement Masons will be required to have the following standard hand tools:

- Two (2) steel trowels
- One (1) masonry chipping hammer
- One (1) wooden float
- One (1) rubber float and cement type water brush
- One (1) pointing trowel
- One (1) cold chisel
- One (1) standard edger

On jobs where rubber floats and brushes wear out, the Board shall supply new floats and brushes as required. Adequate tool lock-ups shall be provided by the Board. All tools will be supplied by the Board.

G Attachment A: Allocation of Minor Repair Work

No changes required to present practice.

H Grinding of Concrete and Sandblasting

The Board shall pay thirty-five cents (\$0.35) per hour above the hourly rate. If the grinder/sandblaster/chipping gun/bush hammer is being used during the first four (4) hours of the shift, then the thirty-five cent (\$0.35) additional payment shall be made to Cement Masons for a minimum of four (4) hours. If the grinder/sander/chipping gun/bush hammer is being used after the regular lunch break, then the payment shall be applied to each hour of the entire shift. However, if the grinder/sander/chipping gun/bush hammer is not used prior to the lunch break, then the premium rate shall only apply to those hours after such break.

The operators of grinders/sandblasters/chipping gun/bush hammer shall be rotated as often as possible to assure that the same person is not constantly employed on this type of work because of the dust and health hazards involved.

Where an Employee, by their own option agrees to continue on the grinding/sandblasting operation/chipping gun/bush hammer, they need not be rotated in compliance with the above.

I Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
Journey <u>person</u> (S/A)	\$35.36	\$34.68
Statutory Holidays 6.45%	Included in PTO Bank	\$2.24
Vacation 7.27%	Included in PTO Bank	\$2.52
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.35	\$ Nil
Health/Welfare	\$1.800	\$1.800
Pension	\$3.127	\$2.050
Apprenticeship	\$0.140	\$0.140
Rehabilitation	\$0.020	\$0.020
TOTAL	\$46.798	\$43.448

Cement Masons

Effective 2020 July 01	Municipal Pension	Union Pension
Journeyperson (S/A)	\$36.07	\$35.37
Statutory Holidays 6.45%	Included in PTO Bank	\$2.28
Vacation 7.27%	Included in PTO Bank	\$2.57
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.48	\$ Nil
Health/Welfare	\$1.800	\$1.800
Pension	\$3.127	\$2.050
Apprenticeship	\$0.140	\$0.140
Rehabilitation	\$0.020	\$0.020
TOTAL	\$47.635	\$44.233

Effective 2021 July 01	Municipal Pension	Union Pension
Journeyperson (S/A)	\$36.79	\$36.08
Statutory Holidays 6.45%	Included in PTO Bank	\$2.33
Vacation 7.27%	Included in PTO Bank	\$2.62
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.61	\$ Nil
Health/Welfare	\$1.800	\$1.800
Pension	\$3.127	\$2.050
Apprenticeship	\$0.140	\$0.140
Rehabilitation	\$0.020	\$0.020
TOTAL	\$48.484	\$45.040

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

J Core List: Cement Masons' Section of Operative Plasterers and Cement Masons International Association, Local 919

Name	Core List Date
Antunes, Nelson	2007 July 03
Salov, Salvatore	2018 September 20

A Trade Description

"Electrical Work" means the installation, alteration, repair, maintenance, metering, or testing of fibre optic, electrical and/or electronic equipment.

"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 things 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.

B Contributions and Deductions

1. Health and Welfare Trust Fund

The Board will pay to the Electrical Industry's Welfare Trust Funds at the end of each calendar month for each hour paid to each Employee covered by the Collective Agreement referred to in the preamble hereto in their employ during such month for the benefit of such Employees the sum of one dollar and forty five cents (\$1.45).

Payments to the Welfare Trust Funds based on hours paid shall be made by cheque payable at par to the Administrator of Local 213 Electrical Workers' Welfare and Pension Plan and shall be due and payable no later than ten (10) days after the termination of the calendar month in which the hours were paid. Cheques may be post-dated the fifteenth (15th) of the month. There shall be a penalty of fifteen per cent (15%) per month for late remittances with a minimum of twenty-five dollars (\$25.00).

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

2. Pension Plan

The Board will remit to the Union Pension Plan, two dollars and ninety cents (\$2.90) per hour for each hour paid to each Employee covered by this agreement. 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 per cent (15%) per month for late remittances with a minimum of twenty-five dollars (\$25.00).

Each overtime and Statutory Holiday hour paid shall be considered as two (2) hours for the purpose of pension remittances. The Board shall include on the monthly remittance forms names, Social Insurance Numbers, and hours paid to each Employee, together with such other information as may be required by the Pension Plan Trustees.

3. Trade Improvement and Administration Fund-Apprenticeship

The Board agrees to contribute to the Joint Committee Fund the sum of twenty cents (\$0.20) for each hour paid to each Employee who is covered by this Collective Agreement. The Board shall furnish a statement of the total number of Employees covered by the Collective Agreement and the total hours paid to such Employees. Such statement and contributions to be deposited with the aforementioned Fund no later than fifteen (15) days after the close of the previous month's payroll. Training programs shall be developed by the Joint Committee for the purpose of upgrading and training of the Union Members. The Apprenticeship program developed between the Parties and the standards which are consistent with the British Columbia Apprenticeship and Tradesmen's Qualifications Act are hereby made a part of this Agreement.

4. Rehabilitation Fund

Two cents (\$0.02) per hour for each and every hour or part hour paid in any job classification will be paid by the Board to the Trustees of the B.C. Construction Industry Rehabilitation Fund.

Employee contributions to Local 213 Health/Welfare, Pension, Apprenticeship, Rehabilitation and Bursary funds may be increased at the discretion of Local 213.

C Classifications

General Foreperson

They shall be a Journeyperson Wireperson and a member of the Union. They shall supervise the work of other forepersons and direct all orders through them. When a job requires thirty (30) or more workspersons, a General Foreperson shall be appointed.

"A" Foreperson

They shall be a Journeyperson Wireperson and a member of the Union. An "A" Foreperson shall be appointed when they are directing four (4) or more workers.

An "A" Foreperson shall be allowed to supervise the work of a maximum of ten (10) workers except that where there is a "B" Foreperson working under the "A" Foreperson. Then the "A" Foreperson shall be allowed to supervise up to fifteen (15) workers. When an "A" Foreperson has more than four (4) Journeypersons under their supervision, then they shall not be allowed to work with their tools. It is recognized, from time to time, circumstances may require that the Foreperson works with tools for up to four (4) hours to assist other workers.

Where in the opinion of the Union and the Board the job will require four (4) or more workers, then the "A" Forepersons rate shall be paid from the start of the job.

"B" Foreman

They shall be a Journeyperson Wireperson and a member of the Union. A "B" Foreperson will be allowed to supervise the work of a maximum of three (3) workers. A "B" Foreperson will be appointed when three (3) or more workers are employed on a job where there is no "A" Foreperson employed on the site. A "B" Foreperson will not be appointed if there are less than three (3) workers employed on a job. A "B" Foreperson shall be required to use tools.

Service Person

An electrician doing service work and driving a company vehicle.

Journeyperson Wireperson

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 Wireperson

An electrical worker who is serving an apprenticeship to become a Journeyperson Wireperson but who has not yet qualified as a Journeyperson wireperson. 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 their apprenticeship and then only when accompanied by a Journeyperson.

An apprentice shall be under direct supervision of a Journeyperson at all times. When a Journeyperson and an apprentice are working together and it becomes necessary for the Journeyperson to leave for a short period of time it should not be necessary for an apprentice to accompany the Journeyperson. 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 the Journeyperson Wirepersons to teach apprentices the wireperson's trade. The ration of apprentices combined to Journeyperson on the Board's payroll shall be one (1) apprentice, up to three (3) Journeypersons and an additional apprentice for each additional three (3) Journeypersons.

Technicians

D Shift Scheduling

Shift work shall not be programmed on regular construction unless it is necessary to maintain the construction schedule on the project and no other economic means of workforce rearrangement can overcome an obvious delay of construction during the normal work day.

Persons requested to report for shift work shall be notified a minimum of forty-eight (48) hours in advance of reporting time.

No shift schedule will be established for a worker for less than five (5) consecutive days. In the event that shift schedule does not last five (5) consecutive days, including statutory days holidays, the applicable overtime rate will prevail.

Shifts:

- The first shift from 12:00 midnight to 8:00 am
- The second shift from 8:00 am to 4:00 pm
- The third shift from 4:00 pm to 12:00 midnight

Employees on the first shift shall receive seven and one half (7 ½) hours' pay for each six and one half (6 ½) hours worked Monday through Friday.

Employees on the second shift shall receive seven and one half (7 ½) hours' pay for each seven and one half (7 ½) hours worked Monday through Friday.

Employees on the third shift shall receive seven and one half (7 ½) hours' pay for each seven (7) hours worked Monday through Friday.

Meal time shall be considered as time worked but shall not exceed one-half (½) hour. Meal time shall be approximately mid-shift plus two (2) coffee breaks.

When shift work is performed on Saturday, Sunday or statutory holidays, a shift differential of one (1) hour for the first shift and one half (½) hour for the third (3rd) shift, at straight time, in addition to double time pay for the regular shift hours shall be paid.

All other time worked by shift employees other than specified above shall be considered as overtime and paid for at prevailing overtime rates.

Employees on shift shall rotate once every two (2) weeks.

If shift work is performed with other Trades on a twenty-four (24) hour around the clock basis each shift will work for eight (8) hours.

If shifts are established the applicable shift hours shall apply.

E Tool List

Journeyperson Wirepersons shall provide themselves with the following minimum tools:

- Knife
- Pencil
- Pliers, 7" or 8"
- Hammer
- Wood chisel (small)
- Level
- Hacksaw
- Twelve foot (12') rule
- Screwdrivers
- Pliers 8" (diagonal)
- Square
- Pliers (gas)

Apprentices shall provide themselves with the following minimum tools:

- Knife
- Pencil
- Twelve foot rule (12")
- Pliers
- Seven (7) or eight (8) inch (cutting side) pliers
- Pliers (gas)
- Screwdrivers, not over eight (8) inches
- Hacksaw
- Hammer
- Six (6) or seven (7) or eight (8) inch (diagonal)

A Journeypersons will not be allowed to work on high voltage alone, or in a hazardous position alone, but must be accompanied by another Journeyperson. 450 volts A.C. or 300 volts D.C. to be considered high voltage for wirepersons. Cable Splicers shall not work on live cables where the difference in potential is more than 300 volts between the conductor and ground.

Each job shall have adequate secondary 750 volt testing equipment available on site. No potentially live equipment over 740 volts shall be worked on unless adequate testing equipment is available on the job site.

F Attachment A: Allocation of Minor Repair Work

1. Boiler Controls

- B/E's carry out minor repairs.
- Major repairs, replacement or revisions to associated wiring by electricians.

2. Electrical Receptacles, Switches and Plates

- B/E's to continue to replace up to and including 110 volts.
- All installations and replacements over 110 volts by electricians.

3. Electrical Stoves

- B/E's connect loose wires, replace fuses and elements.
- Locate and correct problems in power to stoves, disconnect old and convert new stoves that require wiring to power source by electricians.

4. Fire Alarm Systems

- B/E's make bi-weekly check of pull stations, bells and some activator devices in each protection zone; test and service emergency power batteries.
- Annual check and service of total systems; replacement of emergency power batteries by electricians.

5. Fluorescent Light Fixtures

- B/E's replace high intensity lamps, tubes, broken contact ends, and groups of up to 4 regular ballasts.
- Replacement of all fixtures, sockets, groups of five (5) or more regular ballasts, and all high intensity gymnasium ballasts by electricians.

6. Incandescent Light Fixtures

- B/E's repair or replace damaged and defective fixtures and sockets.

7. Security Buttons and Door Holders

- B/E's make periodic checks to confirm effective operation.
- Repair or replacement of damaged and defective items by electricians.

8. Thermostats

- B/E's make periodic checks to confirm effective operation.
- Repair or replacement of damaged and defective items by electricians.

9. Machinery

- B/E's do minor repair.
- Repair, replacement and relocation of associated wiring by electricians.

10. Sprinkler Systems

- B/E's carry out bi-weekly checks on wet sprinkler system in line with their responsibility for fire safety system operation.
- Repair of electrical faults when reported and participation in the annual system maintenance check by electricians in conjunction with plumbers and B/E.

G Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
Journey <u>person</u>	\$38.33	\$36.32
A Fore <u>person</u> (12%)	\$42.93	
B Fore <u>person</u> (7%)	\$41.01	
Service Person (7%)	\$41.01	
Statutory Holidays 6.45%	Included in PTO Bank	\$2.34
Vacation 7.27%	Included in PTO Bank	\$2.64
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.88	\$ Nil
Health/Welfare	\$1.450	\$1.450
Pension	\$3.383	\$2.900
Apprenticeship	\$0.200	\$0.200
Rehabilitation	\$0.020	\$0.020
Bursary	\$0.050	\$0.050
TOTAL	\$50.317	\$45.923

Effective 2020 July 01	Municipal Pension	Union Pension
Journey <u>person</u>	\$39.10	\$37.05
A Fore <u>person</u> (12%)	\$43.79	
B Fore <u>person</u> (7%)	\$41.84	
Service Person (7%)	\$41.84	
Statutory Holidays 6.45%	Included in PTO Bank	\$2.39
Vacation 7.27%	Included in PTO Bank	\$2.69
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$7.02	\$ Nil
Health/Welfare	\$1.450	\$1.450
Pension	\$3.383	\$2.900
Apprenticeship	\$0.200	\$0.200
Rehabilitation	\$0.020	\$0.020
Bursary	\$0.050	\$0.050
TOTAL	\$51.225	\$46.753

Effective 2021 July 01	Municipal Pension	Union Pension
Journey <u>person</u>	\$39.88	\$37.79
A Fore <u>person</u> (12%)	\$44.67	
B Fore <u>person</u> (7%)	\$42.67	
Service Person (7%)	\$42.67	
Statutory Holidays 6.45%	Included in PTO Bank	\$2.44
Vacation 7.27%	Included in PTO Bank	\$2.75
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.36	\$ Nil
Health/Welfare	\$1.450	\$1.450
Pension	\$3.383	\$2.900
Apprenticeship	\$0.200	\$0.200
Rehabilitation	\$0.020	\$0.020
Bursary	\$0.050	\$0.050
TOTAL	\$52.145	\$47.595

Electricians

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

Pre-Apprentices

Pre-apprentices will receive forty per cent (40%) of the negotiated Journeyperson rate effective 2001 April 01.

H Core List: International Brotherhood of Electrical Workers, Local 213

Name	Core List Date
Yelizarov, Michael	1984 July 03
Allen, Jeff	1987 August 18
Aelbers, Tony	1987 September 15
Schmedding, Barry	1988 May 03
Trotti, Vito	1989 August 21
Innes, Steven	1995 January 31
Petaccia, Tony	2005 November 29
Cumming, Drew	2005 November 29
Zimmermann, Doug	2005 May 30
Johal, Baljit	2005 November 29
Canosa, Massimo	2005 January 22
Dragun, Efim	2006 October 25
Peverelle, Randy	2007 June 05
Kelly, Stephen	2008 May 20
Wong, Marco	2009 January 26
Vallis, Blair	2010 November 29
Pagliacci, Claudio	2010 November 29
Pickell, Kelly	2010 November 29
Chau, Johnny	2011 January 1
Beckett, Edward	2011 January 2
Bohachewski, Lisa	2011 January 12
Ewan, Greg	2011 January 24
Johnson, Aaron	2011 January 24
Bortnick, Allan	2013 December 14
Krowchuk, Gregory	2014 January 27
Hannay, Scott	2017 March 3
Ladouceur, John M.	2017 June 12
Chau, Danny	2017 October 10
Collum, Shawn	2018 June 18
Macdonald, Andrew	2018 December 03
Bench	
Hewko, James	2018 December 12

A Classifications

Asbestos Abatement Coordinator

The rate of pay for the position classified as coordinator asbestos abatement program shall be one hundred and seventeen and one half per cent (117.5%) of the Journeyperson mechanic's rate. The employer shall select and assign those persons from the bargaining unit to fulfil the position, when the employer deems this position necessary.

Foreperson

The Employer shall determine the number of Employees required for the performance of any work function and shall select and appoint all Forepersons and allocated work to be performed. Any Mechanic who is assigned supervisory responsibilities which include more than one job site and crew, at least one subordinate paid at the rate of Chargehand, he shall be deemed a Foreperson. When an Employee is required to look after three (3) or more jobs he shall be classed as a working Foreperson. The rate of pay for this classification will be one hundred and ten per cent (110%) of the Journeyperson Mechanic's rate.

Chargehand

When an employee is temporarily assigned by the employer to oversee and/or supervise small projects, they shall be paid one hundred and seven and one half per cent (107.5%) per hour of the Journeyperson Mechanic's rate.

B Shift Scheduling

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

- More than one (1) shift may be worked at straight time rates. An afternoon shift shall be constituted by three (3) or more consecutive working days and a graveyard shift shall be constituted by five (5) or more consecutive working days. In the event the shift is not constituted, overtime rates will prevail. Afternoon shift shall be paid eight (8) hours for seven (7) hours worked.
- Graveyard shifts shall be paid nine (9) hours pay for seven (7) hours worked and shall end prior to 8:00 am or be paid overtime rates. No Employee shall be permitted to work two (2) consecutive shifts. Afternoon shift shall commence prior to 5:01 pm.
- If an Employee is required to return to work before an eight (8) hour break occurs, they shall be paid double time rates until such time an eight (8) hour break does occur.

C Tools

1. 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
- Pointer, flat and gauging trowels
- Scissors

- Tape Rule
 - Saws – keyhole, handsaw
 - Knives
 - Hammer
 - Screwdrivers (variety)
 - Paste Brush
 - Slicks
 - Tin Snips
 - Springs or Bands
2. The Employer shall furnish and maintain without charge to the Employee, hard hats, hard hat liners, and in addition, all cutting tools, gloves, hand cleaner (waterless), face cream (Vas) and brushes, as are necessary or required in the course of working with foamglass, gilso-therm, mastic, expanded metal lath and wire mesh. The Employer shall supply staple guns to the Employee as required.
 3. The Employee shall be responsible for the return of staple guns and other tools to the Employer as provided by the Employer. Such items shall be returned in usable condition, normal wear and tear excepted.
 4. A respirator, (approved by the W.C.B.), shall be furnished by the Employer to each Employee on request. Replacement respirators will be provided at no cost ONLY when the used respirator is turned in to the Employer's Representative and is obviously unfit for further use. If the used respirator is not turned in, the cost of the new respirator will be deducted from the Employee's pay. A supply of respirator filters shall be available at no cost to the Employee.
 5. On asbestos removal projects, during the removal phase where showers are required, the Employer will supply clean socks, shorts, towels and shampoo.
 6. Employees who are required to supply or maintain insulation by any method shall be supplied with suitable coveralls.

D Attachment A: Allocation of Minor Repair Work

1. Insulation

- B/E's check, service and make minor repairs.
- All installation, major removal and repairs by heat and frost insulators.

E Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
<u>Journey</u> person	\$34.50	\$34.31
Statutory Holidays 6.45%	Included in PTO Bank	\$2.21
Vacation 7.27%	Included in PTO Bank	\$2.49
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.20	\$ Nil
Health/Welfare	\$2.340	\$2.340
Pension	\$3.045	\$2.900
Apprenticeship	\$0.070	\$0.070
Rehabilitation	\$0.020	\$0.020
Scholarship	\$0.005	\$0.005
Health/Safety	\$0.065	\$0.065
Educational	\$0.165	\$0.165
Municipal Pension Plan top up	\$0.814	\$ N/A
TOTAL	\$47.220	\$44.582

Effective 2020 July 01	Municipal Pension	Union Pension
<u>Journey</u> person	\$35.19	\$35.00
Statutory Holidays 6.45%	Included in PTO Bank	\$2.26
Vacation 7.27%	Included in PTO Bank	\$2.54
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.32	\$ Nil
Health/Welfare	\$2.340	\$2.340
Pension	\$3.045	\$2.900
Apprenticeship	\$0.070	\$0.070
Rehabilitation	\$0.020	\$0.020
Scholarship	\$0.005	\$0.005
Health/Safety	\$0.065	\$0.065
Educational	\$0.165	\$0.165
Municipal Pension Plan top up	\$0.814	\$ N/A
TOTAL	\$48.034	\$45.367

Effective 2021 July 01	Municipal Pension	Union Pension
Journey <u>person</u>	\$35.89	\$35.70
Statutory Holidays 6.45%	Included in PTO Bank	\$2.30
Vacation 7.27%	Included in PTO Bank	\$2.60
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.45	\$ Nil
Health/Welfare	\$3.045	\$2.340
Pension	\$2.927	\$2.900
Apprenticeship	\$0.070	\$0.070
Rehabilitation	\$0.020	\$0.020
Scholarship	\$0.005	\$0.005
Health/Safety	\$0.065	\$0.065
Educational	\$0.165	\$0.165
Municipal Pension Plan top up	\$0.814	\$ N/A
TOTAL	\$48.860	\$46.163

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

Premium - Service Truck:

A Journeyperson assigned to work on the Service Truck will receive a premium of seven per cent (7%) of the Journeyperson mechanic's rate.

F Core List: International Association of Heat and Frost Insulators and Asbestos Workers, Local 118

Name	Core List Date
Leduc, Tim	2002 June 17
LeBlond, Mike	2002 August 18
Chisholm, Kevin	2009 July 17
Erwin, Luke	2011 July 04
Huber, Darryl	2012 October 15
Weissig, Isaac	2013 July 17

A Trade Description

Installation, erection, maintenance and repair of machinery.

Welding performed in the field in connection with machinery installation, maintenance, erection or repair.

Fabrication of machinery base plates or frames

Heating and exhaust fans and uni-vents

- Motor replacements and repairs.
- Bearing, pulley and belt replacement.
- Custom motor base fabrication.
- Modification to bearing sills.
- Recalibration of fan speeds.

School shop and art room equipment

- Installation, removal, modification, maintenance and repairs.
- Custom tool fabrication and machining.

Miscellaneous Duties

- Custom machining for other trades.
- Custom tool fabrication.
- Tool and cutter grinding.
- Sharpening of twist drill bits.
- Repairs to roll shutters.
- Repairs and adjustments to handicap door closers.
- Aluminium entrance doors.
 - Custom machining, fabrication and installation of replacement parts.
 - Custom fabrication and machining for devices used by handicapped students.

B Contributions and Deductions

1. Health and Benefit Plan

Contributions shall be made by the Board to the Machinists Lodge 692 Health and Benefit Plan on behalf of every Employee covered by this Agreement on the basis of one dollar and sixty and one-half cents (\$1.605) per hour paid. **Note:** Premiums paid by the Board will double on overtime.

All remittances to the Machinists Lodge 692 Health and Benefit Plan are to be directed in trust to the Machinists Lodge 692 Health and Benefit Plan, 200 - 1774 West Broadway, Vancouver, B.C. V6J 4T7. The remittances shall be accompanied by a list of the Employees showing the name, initials, Social Insurance Number and the number of hours paid to each Employee for the period covered by the Report.

All remittances are due by the fifteenth (15th) of the month following the month for which they are contributed.

The Machinists Lodge 692 Health and Benefit Plan shall be administered by a Board of Trustees comprising three (3) representatives from Machinists Lodge 692 and three (3) representatives from Employer Groups.

In the event that additional groups of Machinists and Employers are brought into this Plan, then an additional Trustee from that Employer Group and an additional Trustee from the Machinist Union may be required.

The Machinist Union, Lodge 692 may wish to cover their Representatives and office staff under this Plan and this group will NOT require additional Trustees.

2. Pension Plan

Contributions shall be made by the Board to the Machinists Lodge 692 Construction Industry Pension Plan on behalf of every Employee covered by this Collective Agreement on the basis of seventy five cents (\$0.75) per hour paid (non-superannuated Employees only).

Note: Premiums Paid by the Board will double on overtime.

All remittances to the Machinist Pension Plan shall be directed in trust to the Machinists Lodge 692 Construction Industry Pension Plan, 200 - 1774 West Broadway, Vancouver, B.C. V6J 4T7. The remittances shall be accompanied by a list of the Employees showing the name, initials, Social Insurance Number and the number of hours earned by each Employee for the period covered by the report.

All remittances are due by the first pay day in the month.

3. Rehabilitation Fund

Two cents (\$0.02) per hour for each and every hour or part hour paid in any job classification will be paid by the Board to the Trustees of the B.C. Construction Industry Rehabilitation Fund.

C Classifications

Forepersons A shall be paid fourteen point seven two (14.72%) per cent over the rate of a Journeyperson. Forepersons B shall be paid at twelve point five (12.5%) over the rate of a Journeyperson.

Nothing herein contained shall preclude higher wages being paid to Employees of special ability.

A working Foreperson shall not be required to work with the tools when his crew consists of more than five (5) men.

Machinists will only take orders from Machinist Forepersons or when Machinist Forepersons are not immediately available, then from Project Management. Forepersons and General Forepersons must be Members of Lodge 692.

When two (2) or more members of Lodge 692 are employed on the Project, one (1) shall be designated as a Machinist Foreperson. This does not preclude the Board from designating a Foreperson for a lesser number of members.

D Ability Tests

When it is necessary for Welders in the Board's employ to take ability tests, such tests shall be conducted on Board time at prevailing rates of wages.

E Contracting Out

The employer agrees not to sub-contract out work in whole or in part which has been traditionally performed by the members of the Machinist's Lodge 692 employed by the Board without written approval of the Union. The Machinist's Lodge 692 will not withhold such written approval so long as it does not take away the work traditionally performed by the Machinist's Lodge 692 employees of the Board, as they exist from time to time, and as no employee with seniority rights is laid off.

F Attachment A: Allocation of Minor Repair Work

1. Fan Belts

- Replacement of all fractional horsepower ('L' Section) drive belts, whether single or multiple drive, will continue to be performed by the Building Engineer on site as established by past practice.
- Replace of all 'A', 'B', 'C' and 'D' drive belts, whether single or multiple drive, will continue to be performed by the machinist as per written work requisitions or, in emergency phone-in situations to the Workshop, as established by past practice.

2. Machinery (Plant)

- B/E's inspect, lubricate, tighten or re-fasten loose components on pumps and fans, and adjust leaking pump glands.
- Major repairs, rebuilds, replacement and critical alignment of bearings, shafts, pumps, fans and compressors by machinists.

3. Pump Seals

- Installation, replacement or repair by machinists.

G Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$36.64	\$36.57
Statutory Holidays 6.45%	Included in PTO Bank	\$2.36
Vacation 7.27%	Included in PTO Bank	\$2.66
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.58	\$ Nil
Health/Welfare	\$1.605	\$1.605
Pension	\$3.228	\$0.750
TOTAL	\$48.054	\$43.942
Safety and Health from employee	\$0.18	\$0.18

Machinists

Effective 2020 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$37.37	\$37.30
Statutory Holidays 6.45%	Included in PTO Bank	\$2.41
Vacation 7.27%	Included in PTO Bank	\$2.71
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.71	\$ Nil
Health/Welfare	\$1.605	\$1.605
Pension	\$3.228	\$0.750
TOTAL	\$48.915	\$44.773
Safety and Health from employee	\$0.18	\$0.18

Effective 2021 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$38.12	\$38.05
Statutory Holidays 6.45%	Included in PTO Bank	\$2.45
Vacation 7.27%	Included in PTO Bank	\$2.77
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.85	\$ Nil
Health/Welfare	\$1.605	\$1.605
Pension	\$3.228	\$0.750
TOTAL	\$49.799	\$45.625
Safety and Health from employee	\$0.18	\$0.18

Note: A five cent (\$0.05) tool allowance is included in the above wage rates.

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

Classifications:

- Machinist Foreperson A & B
- Journeypersons/Tradesperson

H Core List: International Association of Machinists and Aerospace Workers

Name	Core List Date
Korsch, Ken	1993 June 28
Chohanik, Kenneth	2001 June 20
Celio, Guiseppe	2002 November 12
Hemrich, Dave	2005 October 29
Wilde, Keath	2017 March 27
Hunt, Elliot	2018 December 05

A Contributions and Deductions

1. Monthly Remittances

The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees that fall within the jurisdiction of I.U.P.A.T. District Council 38, Local 138.

Such Employer remittance shall be:

- a) **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**
- b) **Accompanied by a correctly completed Employer's Monthly Report of Contributions, and**
- c) **Received by IUPAT District Council 38 not later than the fifteenth (15th) day of the month following the month for which the contributions are due.**

2. Health and Welfare

The Employer shall remit on behalf of its employees to the District Council 38 Health and Welfare Trust Fund the sum of one dollar and sixty-two cents (\$1.62) per hour paid, in the manner set forth in Section A-1 of the Painters Trade Specific Appendix.

3. Pension

International Painters and Allied Trades Industry Pension Fund (Canada)

The Employer shall pay on behalf of its Employees to the International Painters and Allied Trades Industry Pension Fund (Canada), the sum of **two dollars (\$2.00)** for each hour, or portion thereof, for which an Employee receives pay, which payment **shall be remitted to the Union in the manner set forth in Section A-1 of the Painters Trade Specific Appendix.**

Contributions payable by the Employer to the International Painters and Allied Trades Industry Pension Fund (Canada) are deemed to be held in trust by the Employer for the Trustees of the International Painters and Allied Trades Industry Pension Fund (Canada) until remitted as aforesaid.

The Parties adopt and agree to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the said International Brotherhood of Painters and Allied Trades Union and Industry Pension Fund (Canada) and by the Standard Form of Participation Agreement issued by the Trustees of said Fund as if original Parties thereto, and as if the same formed part of the Collective Agreement. In any event any of the terms and conditions of the said Agreement and Declaration of Trust or the said Standard Form of Participation Agreement are in any way altered, added to, or amended, then the Parties to this Collective Agreement shall be bound by the same as if original Parties thereto, and as if the same formed part of this Collective Agreement.

District Council 38 Pension Trust Fund

The Employer shall pay on behalf of its employees to the District Council 38 Pension Trust Fund the sum of fifty cents (\$0.50) for each hour paid, which payment shall be remitted to the Union in the manner set forth in Section A-1 of the Painters Trade Specific Appendix.

4. Joint Trade Board

The Employer shall pay on behalf of its employees to the District Council 38 Joint Trade Board trust Fund the sum of five cents (\$0.05) per hour paid, which payment shall be remitted to the Union in the manner set forth in Section A-1 of the Painters Trade Specific Appendix.

5. Rehabilitation Fund

The employer shall pay on behalf of its employees to the Construction Industry Rehabilitation Plan, two cents (\$0.02) per hour for each hour paid, which payment shall be remitted to the Union in the manner set forth in Section A-1 of the Painters Trade Specific Appendix.

6. Employee Deductions

The Employer shall process employee deductions (e.g. Union Dues, Joint Trade Board funds, and Employee-paid H&W funds) in such amount(s) as the Union directs and shall forward such deductions in the manner set forth in Section A-1 of the Painters Trade Specific Appendix.

7. Attendance at Trade School

For the purposes of attending trade school, painter apprentices shall be provided with a Record of Employment that cites the apprentice training code.

B Classifications

Foreperson/Charge Hand

Any **Journeyperson** who has been designated to be in charge of work, and who issues orders or gives directions to other **Journeyperson(s)**, shall be known as a **Foreperson**. A Charge Hand is a working **Foreperson**. **Forepersons** and Charge Hands will be paid in accordance with the following formula:

- "A" **Foreperson**: The "A" **Foreperson** has been temporarily assigned to oversee a geographical area of the School District and supervises more than thirteen (13) employees and shall be paid fourteen per cent (14%) above the **Journeyperson** rate.
- "B" **Foreperson**: The "B" **Foreperson** has been temporarily assigned to supervise six (6) to twelve "12" employees and shall be paid twelve per cent (12%) above the **Journeyperson** rate.

- Charge Hand: The Charge Hand has been temporarily assigned to supervise three (3) to five (5) employees and shall be paid seven per cent (7%) above the Journeyperson rate.
- When a member of Local 138 is temporarily assigned to work with a Vancouver School Board Contract Inspector for the purpose of inspecting the contracted painting of schools, the member so assigned will be compensated at the Painter “B” Foreperson rate.

C Contracting Out

The Employer agrees not to sub-contract out work in whole or in part which has been traditionally performed by the Unit of Painter members Local 138 (I.U.P.A.T.), employed by the Vancouver School Board without the express written consent of the Union.

D Working Conditions

1. The brushes and other tools of a Painter starting a new job shall be in good condition and kept so on the Employer's time.
2. Clean Up Time: Employees shall be allowed five (5) minutes immediately prior to lunch time and five (5) minutes immediately prior to quitting time for personal clean up. These time limits shall be extended up to ten (10) minutes in the case of Spray Painters and Sandblasters. The Employee must clean up on the job, to be entitled to personal clean up time.
3. (i) Brush Painters must provide at their own expense, a suitable grip containing a clean pair of overalls, soft shoes, shave hook, putty knife, square putty knife, razor blade holder, broadknife, screwdriver and hammer, one “Red Devil Brand” hand scraper or similar type, manufactured dust brush and suitable footwear for steel or industrial work.

(ii) Wallcover Hangers or Sheeting Workers: Must carry 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.

(iii) Spray Painters and Sandblasters: Must carry 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. Spray Painters will have coveralls supplied by the Board.
4. In the event of the Employee not having any of the above equipment as outline in categories (i), (ii) and (iii), the Employer may supply same and charge them to the Employee at cost.
5. Spray Painters and Sandblasters are to have supplied by the Employer (at no cost to the Employee): spray and sandblast hoods, sterilized respirators with sufficient filters, hand cleaner and ear protection when required by W.C.B. Regulations. Hoods and respirators are to conform to Workers' Compensation Board Regulations. Employees must wear hoods and respirators when necessary. Failure to conform may be reason for dismissal by the Employer. Spray Painters will have coveralls supplied by the Board.
6. All Spray Painters required to spray on interior work will be supplied with spray hood at no cost to the Employee. The Employee to be charged for same in case of wilful damage or loss of said equipment.

7. The Employer and the Union agree that no work will be done using a roller over ten (10) inches in length. Size to be determined by the length of the roller sleeve.
8. **Employees** required to work over or with injurious chemicals or other injurious substances shall be provided with masks, respirators and/or other protective clothing. **Employees** required to work with materials that are more than ordinarily injurious to clothing shall be provided with protective clothing while working.

E Letter of Understanding

TOUCH-UP AND REPAIR

This letter is attached to and constitutes part of the Collective Agreement.

It is agreed that reference to Touch-up and Repair in regard to painting contained in the Vancouver School Board, November 4, 1985, Task List shall be limited to removal of Graffiti or other Emergency repairs. In no event shall such work include Colour Mixing or Matching or is such work to extend beyond one (1) hours duration.

Dated this 14th day of January, 2000

Signed on behalf of:

School District #39 (Vancouver, B.C.)

Dave Yuen

Secretary Treasurer

Barbara Buchanan

Chairperson

Signed on behalf of:

**I.U.P.A.T.
District Council 38 for
I.U.P.A.T. Local 138**

Bob White

F Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$36.73	\$34.58
Statutory Holidays 6.45%	Included in PTO Bank	\$2.23
Vacation 7.27%	Included in PTO Bank	\$2.51
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.60	\$ Nil
Medical/Dental	\$1.620	\$1.620
Pension	\$3.241	\$2.500
Rehabilitation	\$0.020	\$0.020
Apprentice	\$0.050	\$0.050
TOTAL	\$48.258	\$43.514

Effective 2020 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$37.46	\$35.27
Statutory Holidays 6.45%	Included in PTO Bank	\$2.27
Vacation 7.27%	Included in PTO Bank	\$2.56
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.73	\$ Nil
Medical/Dental	\$1.620	\$1.620
Pension	\$3.241	\$2.500
Rehabilitation	\$0.020	\$0.020
Apprentice	\$0.050	\$0.050
TOTAL	\$49.119	\$44.299

Effective 2021 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$38.21	\$35.98
Statutory Holidays 6.45%	Included in PTO Bank	\$2.32
Vacation 7.27%	Included in PTO Bank	\$2.62
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.86	\$ Nil
Medical/Dental	\$1.620	\$1.620
Pension	\$3.241	\$2.500
Rehabilitation	\$0.020	\$0.020
Apprentice	\$0.050	\$0.050
TOTAL	\$50.004	\$45.106

Painters

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

Premiums: The following premiums will be paid per hour in addition to the hourly rate

Spray Painting, Sandblasting and Building Cleaning (by steam or other process)	\$1.25
Paperhanging, Wallcovering or other Sheeting Work	\$0.75

G Core List: International Union of Painters and Allied Trades, District Council 38

Name	Core List Date
Williams, Robert	1982 June 21
Soloway, Leon	1988 November 2
Jurgeleit, Ejay	1988 November 28
Hofmann, David	1988 December 19
Fernandes, Tony	1997 March 26
Bray, Kelly	2000 May 05
Christianson, Adam	2001 June 19
Repo, Andrew D.	2001 December 22
Fitzgerald, Ross	2002 July 08
Sparkes, Jack	2003 June 09
Gaal, Frank	2006 February 02
Hamilton, Keegan	2012 April 30
Mariani, Ray	2012 December 20
Quon, Johnson	2013 March 17
Murruni, Stefania	2015 August 01

A Contributions and Deductions

1. Piping Industry Apprenticeship Fund

The Board shall contribute twenty-three cents (\$0.23) per hour paid to each Employee working under the terms of this Agreement to the Piping Industry Apprenticeship Fund. Operation of this Fund shall be governed by the Piping Industry Apprentice Board.

2. Local Union 170 Welfare Plan

The Board shall contribute one dollar and twenty-five cents (\$1.25) per hour paid to each Employee working under the terms of this Agreement to the Local Union 170 Welfare Plan. Operation of this fund shall be governed by the Trustees of the Local Union 170 Plan. In the event of compulsory Government Health and Welfare Plans this contribution will be in addition thereto.

3. Local Union 170 Pension Plan (for those not on Municipal Pension Plan)

The Board shall contribute three dollars (\$3.00) per hour paid to each Employee working under the terms of this Agreement to the Local Union 170 Pension Plan. Operation of this Fund shall be governed by the Trustees of the Pension Plan.

4. Payment of Trust Fund Contributions and Dues Checkoff

Contributions to the foregoing Funds and Dues Checkoff shall be due and payable in Delta, British Columbia and shall be made in regular monthly remittances, cheques payable at par to the Trustees of the Funds and, in case of Dues Checkoff, the Financial Secretary of Local 170. 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 Board have no Employees during the month for which contributions would be owing and payable, it shall submit a "nil" report, indicating that it has no Employees working under the terms of this Agreement.

B Classifications

Instrument Calibrators

Effective May 1, 1982 Employees working as Instrument Calibrators shall be paid 3.02% over the Journeyperson wage rate. This premium shall not apply to Employees working as Instrument Calibrator who are already receiving the foreperson's premium.

Class "A" Gasfitters

Employees working as Class "A" Gasfitters shall be paid 6.04% over the Journeyperson wage rate. This premium shall not apply to Employees working as Class "A" Gasfitters who are already receiving the Foreperson's premium.

Service Truck Driver

Management has full discretion in assigning Employees deemed to be qualified to the service truck. However, assignments will be made in a manner that is equitable among qualified plumbers.

A classification of Plumbing and Heating Service Technician will apply to work involving provision of emergency or quick response repairs, and other designated service from an equipped service vehicle, and will have a pay rate of one hundred seven per cent (107%) of the Journeyperson rate when an Employee is assigned to work in this classification.

Owner Operator - Rig Welder

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.

The expression "Owner Operator" as shown herein, shall mean Rig Welder who performs work within the jurisdiction of the Union for pay, remuneration or compensation of any kind.

The Board agrees that it will not under any circumstances engage a Rig Welder to perform work for the Board unless and until the Rig Welder prior to commencement of such work, provides to the Board that they are a member in good standing of Local Union 170.

The rate of payment for Rig Welders issued periodically by Local Union 170 DOES NOT include the monies that the Board is obligated to pay in accordance with Clauses 20:03 (Apprenticeship Fund), 20:04 (Welfare Plan) and 20:06 (Pension Plan).

The payment of these monies as established in the collective agreement is the responsibility of the Board.

The Board is also responsible for deducting the Supplemental Dues.

Foremen

When five (5) or more workers are employed on one (1) job, one (1) shall be designated a Foreperson and, effective May 1, 1982, a minimum of twelve per cent (12%) per hour above the Journeyperson rate shall be paid the Foreperson.

C Protective Clothing and Tools

1. When required, rubber boots and raincoats, pants and hats shall be furnished by the Board on underground sewer and water main work, including piping, carrying gas, oil or other fluids and in accordance with the Workers' Compensation Act. 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.
2. The Board shall supply welder's helmets, leather jackets or arms (when necessary), goggles and gloves. All tools will be supplied by the Board 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 Board will be reimbursed for the cost of these leather aprons through the J.T.I.P. Fund.

3. When a tool box with a lock and key is supplied to any Journeyperson 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 Board. In case of theft of tools and/or equipment, both parties agreed to the principle of prosecution. Any disagreement as to the responsibility shall be decided by the grievance procedure provided in the Agreement.

D Attachment A: Allocation of Minor Repair Work

1. Boilers/Controls

- No change from present practise is required.
- General Maintenance is the responsibility of the B/E, who troubleshoot and call Workshop on non-minor problems.
- A full programme of safety checks is done by the B/E to comply with the B.C. Boiler Act.

2. Boilers

- B/E's open, clean and seal, including disconnection of gas connections when necessary to maintain the operation of a boiler.
- Repairs to gas and oil burners by U.A. Local 170 Journeypersons to comply with the B.C. Gas Safety Act.
- Package Boilers - opening and sealing to be done in conjunction with Building Engineer and UA Local 170.

3. Low Water Cut-offs

- The Building Engineer, Head Custodian or their Assistant, in conjunction with a steamfitter or plumber, shall jointly perform the annual testing and inspection of the low water cut-offs. It was further agreed they shall both stamp the inspection tag. This procedure shall be carried out at a time that is mutually convenient to both parties.

4. Gas Pilots

- B/E's re-light and adjust.
- All other gas work done by U.A. Local 170 Journeypersons.

5. Machinery (Plant)

- B/E's lubricate, maintain and make minor repairs to pumps and fans.
- All gas and oil burner work, major repairs, by U.A. Local 170 Journeypersons.

6. Pumps

- B/E's replace packing.
- Seals and majors repairs by U.A. Local 170 Journeypersons.

7. Roof Drains

- B/E's check, clear and do minor repairs.
- Major repairs, replacing pipes and fittings by U.A. Local 170 Journeypersons.
- Those which are an integral part of the plumbing system, i.e. Piping and Fittings replacement or repair by U.A. Local 170. Cleaning by Building Engineers.

8. Sinks and Fountains

- B/E's clear traps, adjust and minor servicing.
- All replacements of sinks and fountains by U.A. Local 170 Journeypersons.
- Removal of sinks from floor or wall, removal of drinking fountains from floor or wall by U.A. Local 170.

9. Wet Sprinkler Systems

- B/E's carry out bi-weekly inspections in line with their responsibility fire safety system operation, including minor servicing and replacement of single sprinkler heads.
- Annual inspections, revamping and additions by U.A. Local 170 Journeypersons.

10. Soap Dispensers

- B/E's repair and replace dispensers.
- Replace and disassemble piped dispensers by U.A. Local 170 Journeypersons.

11. Steam Traps

- B/E's do element replacement. Reassembly of unserviceable traps for replacement by U.A. Local 170 Journeypersons.
- Programme repair and replacement by U.A. Local 170 Journeypersons.

12. Thermostats

- B/E's make adjustment as required.
- Calibration, servicing and replacement by U.A. Local 170 Journeypersons.

13. Toilets

- B/E's use up to 6 foot toilet auger for clearing blockages, perform in-tank servicing and adjustment of internal tank components.
- Tank and seal replacement, ball cock assembly replacement, flushometer servicing by U.A. Local 170 Journeypersons.
- Removal of toilet tanks from water closets, water closets from floor by U.A. Local 170.

14. Taps

- B/E's replace washers, minor leaks reseal.
- All other replacements, major repairs and backflow preventers by U.A. Local 170 Journeypersons.

E Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
Journey <u>persons</u>	\$37.59	\$36.13
Statutory Holidays 6%	Included in PTO Bank	\$2.17
Vacation 7.27%	Included in PTO Bank	\$2.63
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.75	\$ Nil
Welfare	\$1.250	\$1.250
Pension	\$3.319	\$3.000
Rehabilitation	\$0.325	\$0.325
Apprentice	\$0.230	\$0.230
TOTAL	\$49.465	\$45.729

Plumbers

Effective 2020 July 01	Municipal Pension	Union Pension
<u>Journeyperson</u>	\$38.34	\$36.85
Statutory Holidays 6%	Included in PTO Bank	\$2.21
Vacation 7.27%	Included in PTO Bank	\$2.68
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.89	\$ Nil
Welfare	\$1.250	\$1.250
Pension	\$3.319	\$3.000
Rehabilitation	\$0.325	\$0.325
Apprentice	\$0.230	\$0.230
TOTAL	\$50.350	\$46.545

Effective 2021 July 01	Municipal Pension	Union Pension
<u>Journeyperson</u>	\$39.11	\$37.59
Statutory Holidays 6%	Included in PTO Bank	\$2.26
Vacation 7.27%	Included in PTO Bank	\$2.473
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$7.02	\$ Nil
Welfare	\$1.250	\$1.250
Pension	\$3.319	\$3.000
Rehabilitation	\$0.325	\$0.325
Apprentice	\$0.230	\$0.230
TOTAL	\$51.258	\$47.383

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

Pre-Apprenticeship

Pre-apprentices will receive 40% of the negotiated Journeypersons rate effective 2001 April 01.

F Shift Scheduling

More than one (1) shift may be worked at straight time on afternoon and graveyard shifts only if continued for five (5) consecutive working days.

Shift work and approximate size of crews are to be established before commencement of same. If an Employee does not work the required number of shifts, they shall be entitled to the overtime rates for hours worked only.

G Technological Change

USB to offer training as required to keep pace with applicable technological changes. Such training would be offered to all UA Local 170 members when required.

H Core List: United Association of Journeypersons and Apprentices of the Plumbing and Pipefitting Industry, Local 170

Critical positions, as mutually agreed by the Employer and Union, will be maintained at times of layoff.

Name	Core List Date
Cunha, Mario	1989 May 15
Dias, John	1989 August 14
Ellison, Mike	2000 June 26
Carrell, Christopher	2001 February 01
Bohmer, Aaron	2001 August 06
Hickman, Rodney	2004 May 25
Beck, Randy	2004 June 14
Saxelby, Brick	2004 November 08
Govier, Bruce	2005 June 15
LeMay, Robin	2011 January 04
Wilkins, Joe	2011 June 20
Guadagni, Marco	2011 July 05
Dolinski, Ian	2011 July 13
Kirkpatrick, Scott	2012 August 21
Tsolinas, Stefanos	2013 February 21
Bailie, Ron	2013 June 07
Thomas, Albert	2013 June 10
Tetu, Barbara	2013 June 27
Malette, Greg	2014 May 12
Barrera, David	2014 May 13
Beck, Kevin	2016 January 22
Penner, Dustin	2017 June 12
Messamore, Keith	2018 July 30
Tally, Frank	2019 April 30

A Trade Jurisdiction

This Agreement covers the rates of pay, rules and working conditions of all Employees of the Employer engaged in but not limited to:

- a) The manufacture, layout, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustments, alteration, repair and service of all ferrous or non-ferrous metal work and all other materials used in lieu thereof;
- b) All pollution control systems, dust collecting and control systems, blowpipe systems, air-slide, grain spouting, material blowing, air-veyor and other air systems;
- c) All heating, ventilating and air-conditioning systems and all other forms of air handling systems regardless of material used, including the setting of all equipment and all reinforcements and hangers in connection therewith;
- d) All lagging over insulation and all duct lining;
- e) Testing and balancing of all air-handling equipment, including air hydronics, electrical and sound equipment and duct work;
- f) All metal working aspects of the showcase, display, neon and metal sign industry;
- g) All metal cabinets, custom built tables, counters, fixtures, etc., normally associated with hospital and kitchen equipment work;
- h) All sheet metal cladding, sheeting and decking regardless of the type of structural frame involved;
- i) The placing and installation of standard metal production items such as metal shelving, metal lockers, window frames, toilet partitions, ceiling fans, etc.;
- j) The preparation of all on-site sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches;
- k) All rigging, lifting and placing of sheet metal trade materials on the job site;
- l) All sheet metal gutters, flashing, copings, vents, etc., associated with the roofing industry;
- m) Solar heating and cooling systems and all integral equipment included; and
- n) All other work included in the jurisdictional claims of the Sheet Metal Workers' International Association.

B Production Items

The following items may be purchased at "Production Wage Rates":

1. Ventilators
2. Louvers
3. Automatic dampers
4. Radiator and Air Conditioning unit enclosures
5. Mixing (attenuation) boxes
6. Plastic skylights
7. Sound attenuators (traps)
8. Air diffusers, grills, registers
9. Dust collecting system "Bag Houses"
10. Fire Dampers
11. Coffee urns, ranges and any other item approached by the Joint Conference Board
12. Access panels
13. Catalogue fans and air handling units not normally done by the Journeyperson section. All disputes will be decided by the Joint Adjustment Board for a final and binding decision.
14. Fans that are approved by the Joint Conference Board
15. Snap lock pipe and adjustable elbows up to 14" diameter

C Classifications

The Employer agrees that none but Journeypersons and Apprentice Sheet Metal Workers shall be employed on any work described in "Trade Jurisdiction" except as provided in the following Sections.

3. Welders

- a) Welders shall be classed as Journeypersons and shall receive Journeypersons' Wages except those Welders who, in the shop, weld on repetitious assembly work and/or weld for a Journeypersons 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 per cent (85%) of the Journeyperson's rate of pay.
- b) The Employer shall pay all costs incurred in the Certification of Welders as required by the Board, 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 wages for their testing time.
- c) Applicants for membership in the Sheet Metal Workers' Local 280 as Journeyperson 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 Journeyperson's rate of pay.

4. Forepersons

- a) It is the intent of both parties to this Agreement that the term “Forepersons” shall mean any Journeyperson Employee of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.
- b) The Employer shall designate a Journeyperson Sheet Metal Worker as a “B” Foreperson when three (3) to seven (7) workers (inclusive of Forepersons) are employed on any jobsite. The Employer shall designate a Journeyperson Sheet Metal Worker as “A” Foreperson when over seven (7) workers are employed on any jobsite. Jobsite Forepersons shall not be reduced in rate until the job is completed or as long as they work on such job.
- c) In shops the Employer shall designate a Journeyperson Sheet Metal Worker as a “B” Foreperson when up to five (5) workers (inclusive of Foreperson) are employed by the shop. When over five (5) workers are employed in the shop on a regular or semi-regular basis, the Employer shall designate a Journeyperson Sheet Metal Worker as “A” Foreperson. Shop Forepersons rates shall not have cause to fluctuate up and down by temporary changes in the workforce. All workers working in the shop shall be under the supervision of the Shop Foreperson.
- d) An “A” Foreperson shall be permitted to supervise multiple crews to a limit of fifteen (15) workers on any one (1) jobsite.
- e) Where Forepersons are required, it is understood that all working instructions shall be given by or given through the designated Foreperson.
- f) “A” Forepersons shall receive twelve per cent (12%) above the Journeyperson rate. “B” Forepersons shall receive seven per cent (7%). Sheet Metal Worker with Gas Fitter’s Ticket shall receive seven per cent (7%).

D Contributions and Deductions

1. Health Benefit Fund

One dollar and forty-nine cents (\$1.49) per hour for each and every hour or part hour paid in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Health Benefit Fund.

2. Pension Fund

Three dollars and forty-three cents (\$3.43) per hour for each and every hour or part hour paid in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers’ Pension Fund subject to Clause 9.01.

3. Apprenticeship and Training Fund

Seventeen cents (\$0.17) per hour for each and every hour or part hour paid in any job classification will be paid by the Employer to the Trustees of the Sheet Metal Workers’ Apprenticeship and Training Fund.

4. Unified Remittance of Funds

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 for each Employee's name, Social Insurance Number and number of hours earned.

All Funds and Check-off Remittances shall be consolidated into one (1) 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 paid. 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.

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.

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.

5. Rehabilitation Fund

Fifteen cents (\$0.15) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer.

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.

E Shift Scheduling

No shift schedule shall be established for less than three (3) consecutive days. In the event that the shift schedule does not last the three (3) consecutive days, the applicable overtime rate shall prevail.

No hours between 8:00 am Saturday and 1:00 am Monday shall be included in shift work. Shifts shall consist of no more than seven and one half (7 ½) hours work per shift and shall be for not more than five (5) shifts per week and the established hours of the shift shall be varied.

F Tool List

Journeyperson Sheet Metal Workers shall possess for use, in good condition, a standard set of hand tools as follows:

- One (1) hacksaw frame
- One (1) pair pliers (with side cutter)
- One (1) set of dividers
- One (1) adjustable wrench (8" or better)
- One (1) medium drift pin
- One (1) pair folders (vise-grip type)
- One (1) level (12" - 18")
- One (1) tri-square
- One (1) cold chisel
- Two (2) aircraft snips (right and left)
- One (1) scratch awl
- Two (2) hammers (one tinnerns)
- One (1) centre punch
- One (1) standard vise-grip pliers
- One (1) set trammel points
- One (1) plumb-bob chalk line

Sheet Metal

- Three (3) assorted screwdrivers
- One (1) measuring tape
- One (1) pair hand shears (bulldog and stripping)
- One (1) tool box
- One (1) safety hat (on construction)

Journeypersons shall not supply power tools, extension cords, pop-riveters, 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.

Apprentice Sheet Metal Workers shall, after the second full pay period from the start of their indenture, supply themselves with a minimum set of hand tools as follows:

- One (1) pair hand shears (bulldog)
- Two (2) pair aircraft snips (right and left)
- One (1) pair pliers
- One (1) pair folders (vise-grip type)
- One (1) tri-square
- One (1) screw driver (8")
- One (1) measuring tape
- One (1) scratch awl
- One (1) hammer (tinnerns)
- One (1) tool box
- One (1) safety hat (on construction)

This list shall be added to as their Apprenticeship progresses, so that by the time the Apprentice enters their fourth (4th) year, their tools will be in line with Clause 32.01.

G Attachment A: Allocation of Minor Repair Work

1. Lockers

- E/C's replace missing bolts, cut locks, adjust, handle and other minor repairs.
- Program repairs and replacement by Sheet Metal Workers.

2. Roof Drains

- E/C's check, clear and do minor repairs.
- Major repairs by Sheet Metal workers.

H Wages and Premiums

Effective 2019 July 01	Municipal Pension	Union Pension
<u>Journeyperson</u>	\$36.10	\$33.99
Statutory Holidays 6.45%	Included in PTO Bank	\$2.19
Vacation 7.27%	Included in PTO Bank	\$2.47
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.48	\$ Nil
Health Benefit Fund	\$1.490	\$1.490
Pension	\$3.186	\$3.430
Rehabilitation	\$0.150	\$0.150
Apprenticeship	\$0.170	\$0.170
TOTAL	\$47.580	\$43.893

Effective 2020 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$36.82	\$34.67
Statutory Holidays 6.45%	Included in PTO Bank	\$2.24
Vacation 7.27%	Included in PTO Bank	\$2.52
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.61	\$ Nil
Health Benefit Fund	\$1.490	\$1.490
Pension	\$3.186	\$3.430
Rehabilitation	\$0.150	\$0.150
Apprenticeship	\$0.170	\$0.170
TOTAL	\$48.429	\$44.667

Effective 2021 July 01	Municipal Pension	Union Pension
Journey<u>person</u>	\$37.56	\$35.36
Statutory Holidays 6.45%	Included in PTO Bank	\$2.28
Vacation 7.27%	Included in PTO Bank	\$2.57
Supp Vac 4.24%	Included in PTO Bank	\$ Nil
Paid Time Off Bank 17.96%	\$6.75	\$ Nil
Health Benefit Fund	\$1.490	\$1.490
Pension	\$3.186	\$3.430
Rehabilitation	\$0.150	\$0.150
Apprenticeship	\$0.170	\$0.170
TOTAL	\$49.302	\$45.451

Municipal Pension Plan contribution may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

Union Health Benefits, rehabilitation, apprenticeship and pension contributions may increase and wages will be adjusted downward to ensure that the total compensation package remains unchanged.

I Core List: The International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 280

Name	Core List Date
Freigang, Kelly	1987 July 16
Friesen, Donald	1988 February 29
Glowa, Paul	1996 July 26
Middleton, Scott	1999 August 23
Linzmeier, Siegfried	2003 June 02
Condon, Sean	2005 February 14
Ross, James	2007 January 08
Williams, Jeremy	2018 August 07
Mikkelson, Daniel	2018 August 21
Henderson, Allan	2018 September 20










J Contracting Out

In the event that work covered by this Agreement is sublet by the Employer, such work shall be sublet only to contractors who are signatory to the Standard Agreement of Local Union No. 280.

IN WITNESS THEREOF, the Parties hereto cause their names to be subscribed and their Seals affixed by their respective Officers, thersunto duly authorized.

DATED AT VANCOUVER, B.C. THIS _____ DAY of _____, 2020

SIGNED ON BEHALF OF:

- International Union of Bricklayers and Allied Craftworkers Local 2 BC

Geoff Morrison
- British Columbia Regional Council of Carpenters Local 1007

Mark Bevacqua
- Cement Mason's Section of Operative Plasterers and Cement Masons International Association, Local 919

Roy Bizzutto
- International Brotherhood of Electrical Workers, Local 213
MIKE D. LOGAN

Mike Logan
- International Association of Heat and Frost Insulators, Local 110
Neil Munro

Neil Munro
- International Association of Machinists and Aerospace Workers, Vancouver Lodge 692
Date Gentile

Justin Chapman
- United Association of Journeypersons of the Plumbing and Pipefitting Industry, Local 170
Jeff Chapman

Ken Elworthy
- International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 280
Janet Fraser, Chairperson

Janet Fraser, Chairperson
- The Board of Education of School District #39 (Vancouver)
J. David Green, Secretary-Treasurer

J. David Green, Secretary-Treasurer

