

# **WALL & CEILING SECTOR ALL EMPLOYEE STANDARD ICI AGREEMENT**

**By and Between:**

**IUPAT District Council #38**

(On behalf of its affiliated Local Unions)

(the "Union")

**And:**

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

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

(the "Employer")

(collectively, the "Parties")

**May 01, 2020 to April 30, 2024**

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**Effective October 1, 2020**

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**ARTICLE 1.000 - OBJECTS**

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

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**ARTICLE 2.000 - EFFECTIVE DATE AND DURATION**

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- 2.100** This Agreement shall be for the period from and including May 1, 2020, to and including April 30, 2024, and from year to year thereafter subject to the right of either Party, within four (4) months immediately preceding the date of expiry of such Agreement, which is April 30, 2024, or immediately preceding the last day of April in any year thereafter, by written notice to require the other Party to commence collective bargaining.
- 2.200** Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the Parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.
- 2.300** The operation of Section 50 (2) and Section 50 (3) of the *Labour Relations Code* is hereby excluded.
- 2.400** A copy of this Agreement shall be filed with the LRB.

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**ARTICLE 3.000 - EXTENT**

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**3.100** Recognition

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

**3.200** Management Rights and Subcontracting

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

**3.201** No Employer shall subcontract work which is the craft work jurisdiction of the lathers, the drywall tapers and finishers, or the painters, to any contractor that is not signatory with the Union if such subcontracted work is to be performed on any of the following.

- (a) An AHC/CHC project(s).
- (b) A project(s) governed by a Project Labour Agreement or Special Needs Project Agreement or other similar multi-trade Agreement to which CLR is signatory.

(c) A Concert Properties project(s).

**3.202** The Employer shall ensure that all subcontractors engaged in accordance with this agreement meet the CRA test for subcontractor and are legally registered with both CRA and WorkSafeBC at the time of engagement.

**3.203** The Employer retains the right on every project to engage only subcontractor(s), employ only employees, or engage subcontractor(s) and employ employees.

**3.204** The employer shall not utilize subcontractors to replace their steady unionized employees who have been assigned a particular scope of work so long as the unionized employees have the skills, qualifications, and abilities to perform the work.

**3.300 Application, Work Jurisdiction and Affiliation**

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

**3.301 Application**

This Agreement shall only govern work which is being performed in the province of British Columbia by bargaining unit members who are employees of the Employer. Notwithstanding the foregoing, one (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.

**3.302 Affiliation**

- (a) Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for rendering assistance to labour organizations, and/or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.
- (b) Notwithstanding Article 3.302 (a), the Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.
- (c) Without restricting/limiting the application of Article 3.302 (b), the Union shall not attempt to exert pressure upon an Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the *Labour Relations Code*.

**ARTICLE 4.000 - MONETARY PACKAGE**

**4.100 Monetary Package**

**4.101 Breakdown**

Refer to Schedules "A1" and "B1"

**4.102 Annual Increases**

The following increases shall apply to the Certified Journeyman classification during the term of this Agreement. All other classifications will be re-calculated accordingly. These increases will be distributed between wages and Employer Contributions. The allocation will be provided to the Employer by the Union with sufficient notice prior to the effective date of the increase in order for the Employer's payroll department to be able to institute the change. Only the portion of each increase applied to wages shall attract Vacation and Holiday Pay in addition to the agreed upon increase.

Total Increase = \$3.00 per hour	Effective October 1, 2020	\$0.75
	Effective May 1, 2021	\$0.75
	Effective May 1, 2022	\$0.75
	Effective May 1, 2023	\$0.75

**4.200 Allocation of Monetary Package**

No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Union Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the Parties. Such mutual agreement shall not be unreasonably withheld.

**4.300 Wages and Premiums**

**4.301 Minimum Straight Time Hourly Wage Rates**

The schedules of minimum straight time hourly wage rates as provided for within Schedules "A1" shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Articles 4.302 through Article 4.305 for important clarifications and exceptions.

**4.302 Industrial Construction**

The minimum hourly wage rate for all employee classifications shall be one hundred twenty-five percent (125%) of the otherwise applicable minimum hourly wage rate for work performed on each project(s) governed by the Industrial Construction Addendum. Refer to the Industrial Construction Addendum contained herein for additional details.

**4.303 First Aid Attendant**

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

**4.304 Piece Work Compensation**

Refer to the Piece Work Addendum contained herein for details regarding the Employer's right to compensate an employee(s) on a "piece work" as opposed to "hourly wage rate" basis.

**4.400 Employee Classifications**

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

**4.401 Foreperson (FP)**

A Foreperson shall be defined as an employee who issues orders or gives direction to other employees. All direction given to an employee(s) shall be provided by the Foreperson to whom such employee(s) is/are regularly assigned.

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

**4.402 Certified Journeyperson (CJP)**

A Certified Journeyperson (CJP) shall be defined as an individual who has obtained a valid TQ certificate. The minimum straight time hourly wage rate for a CJP shall be as provided for within Schedules "A1".

**4.403 Uncertified Tradesperson (UT)**

An Uncertified Tradesperson (UT) shall be defined as an individual who does not possess a valid TQ certificate and is not registered as a duly indentured Apprentice within Canada.

- (a) There shall be eight (8) Uncertified Tradesperson (UT) classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each UT after having judged such individual's competency, merit and ability.

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

Level 1 UT = 55%	Level 5 UT = 75%
Level 2 UT = 60%	Level 6 UT = 80%
Level 3 UT = 65%	Level 7 UT = 85%
Level 4 UT = 70%	Level 8 UT = 90%

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

#### 4.404 Lather Apprentice

A Lather Apprentice shall be defined as an individual who is registered as a duly indentured Lather (Interior Systems Mechanic) (Wall and Ceiling Installer) Apprentice within Canada.

- (a) There shall be eight (8) Lather Apprentice classifications. The Employer shall employ a minimum of one (1) Lather Apprentice, and the maximum ratio shall be one (1) Lather Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for a Lather Apprentice shall be the applicable percentage of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

1 <sup>st</sup> Term Lather Apprentice = 55%	5 <sup>th</sup> Term Lather Apprentice = 75%
2 <sup>nd</sup> Term Lather Apprentice = 60%	6 <sup>th</sup> Term Lather Apprentice = 80%
3 <sup>rd</sup> Term Lather Apprentice = 65%	7 <sup>th</sup> Term Lather Apprentice = 85%
4 <sup>th</sup> Term Lather Apprentice = 70%	8 <sup>th</sup> Term Lather Apprentice = 90%

- (c) The applicable Lather Apprentice training program shall be determined from time to time by the Finishing Trades Institute of BC, but shall generally include 6,000 hours of practical training, consisting of eight (8) terms of 750 hours per term. In addition to such practical training, each Lather Apprentice shall also successfully complete three (3) terms of technical training prior to becoming a Certified Journeyman. The Employer and The Union agree to work together to encourage all Apprentices to attend each term of technical training at the appropriate time.
- (d) Refer to Schedules "A1" and "B1" for a breakdown of the eight (8) Lather Apprentice monetary packages. Also refer to the Existing Lather Apprentices as of December 31, 2011 Addendum contained herein for exceptions to the foregoing.

#### 4.405 Drywall Finisher Apprentice

A Drywall Finisher Apprentice ("DF Apprentice") shall be defined as an individual who is registered as a duly indentured DF Apprentice within Canada.

(a) There shall be eight (8) DF Apprentice classifications. The Employer shall employ a minimum of one (1) DF Apprentice, and the maximum ratio shall be one (1) DF Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.

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

1st Term DF Apprentice = 55%	5th Term DF Apprentice = 75%
2nd Term DF Apprentice = 60%	6th Term DF Apprentice = 80%
3rd Term DF Apprentice = 65%	7th Term DF Apprentice = 85%
4th Term DF Apprentice = 70%	8th Term DF Apprentice = 90%

(c) The applicable Drywall Finisher Apprentice training program shall be determined from time to time by the Finishing Trades Institute of BC, but shall generally include 6,000 hours of practical training, consisting of eight (8) terms of 750 hours per term. In addition to such practical training, each Drywall Finisher Apprentice shall also successfully complete two (2) terms of technical training prior to becoming a Certified Journeyman. The Employer and The Union agree to work together to encourage all Apprentices to attend each term of technical training at the appropriate time.

(d) Refer to Schedules "A1" and "B1" for a breakdown of the eight (8) DF Apprentice monetary packages.

**4.406 Pre-Apprentice**

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

(a) The Parties recognize the importance of recruiting future Lather Apprentices and DF Apprentices. The Pre-Apprentice classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Pre-Apprentice shall, in the case of competent workers, be a possible source of future Lather Apprentices and DF Apprentices.

(b) The minimum straight time hourly wage rate for a Pre-Apprentice shall be forty-five percent (45%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

(c) Refer to Schedules "A1" and "B1" for a breakdown of the Pre-Apprentice monetary packages.

**4.500 Annual Vacation and Statutory Holidays**

**4.501 Vacation Pay and Statutory Holiday Pay**

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



**4.502 Annual Vacation**

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

**4.503 Statutory Holidays**

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

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

- (b) Notwithstanding Article 4.503 (a), the Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.
- (c) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.
- (d) In the event the Federal or Provincial governments declare a new Statutory Holiday, the Union and CLR shall meet prior to the holiday coming into effect to determine which Non-Statutory Holiday currently provided for in the Agreement shall be floated to the period between Christmas and New Years.

**4.600 Employer Contributions**

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

**4.601 Union Benefit Plan**

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

**4.602 Union Pension Plan**

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

- (b) No Employer contribution to the Union Pension Plan shall be required on behalf of a Lather Apprentice and/or a DF Apprentice and/or a Pre-Apprentice. Notwithstanding the foregoing, refer to the Existing Lather Apprentices as of December 31, 2011 Addendum contained herein for exceptions which apply to certain Lather Apprentices.

**4.603 CLR Contract Administration Fund (CAF)**

- (a) The Employer shall contribute the amounts stipulated in Schedules "B1" for each hour worked, inclusive of GST, to the CAF in the manner set forth in Article 5.000. CLR may alter this amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the monthly report to the administrator because of a change in the Employer contribution to the CAF.
- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the monthly report to the administrator. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

**4.604 Association of Wall and Ceiling Contractors (AWCC)**

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

**4.605 BC Construction Industry Rehabilitation Plan (CIRP)**

The Employer shall contribute the amounts stipulated in Schedules "B1" for each hour worked to the CIRP in the manner set forth in Article 5.000.

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

The Employer shall contribute the amounts stipulated in Schedules "B1" for each hour worked to the D&A Policy in the manner set forth in Article 5.000.

**4.700 Employee Deductions**

**4.701 Union Dues**

The Employer shall deduct Union dues in such amount(s) as the Union directs and shall forward such deductions in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1". The Union may alter such amount(s) by providing the Employer with sixty (60) calendar days' written notice.

**4.702 Apprentice Trade School Fund**

The Employer shall process an Apprentice Trade School Fund deduction from each Lather Apprentice and DF Apprentice in such amount(s) as the Union directs and shall forward such deductions in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1". The Union may alter such amount(s) by providing the Employer with sixty (60) calendar days' written notice.

**4.703 BC Construction Industry Rehabilitation Plan (CIRP)**

Effective October 1, 2020 the Employer shall deduct the amounts stipulated in Schedules "B1" and shall forward such deduction to the CIRP in the manner set forth in Article 5.000.

**4.800 Payment of Wages**

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

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

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

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

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

**4.900 Bonding and Payroll Failures**

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

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

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**ARTICLE 5.000 - MONTHLY REMITTANCES**

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

**5.100 General Provisions**

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

**5.102** Such Employer remittance shall:

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

**5.103 (a)** The Union designated Plan Administrator shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated

and/or distributed.

- (b) Notwithstanding Article 5.103 (a), the Union may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated and/or distributed.

**5.200 “Nil” Reports**

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

**5.300 Delinquent Remittance**

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

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

**5.400 Monthly Report to the Administrator**

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

**ARTICLE 6.000 - HOURS OF WORK AND OVERTIME**

**6.100 Regular Hours**

- 6.101 (a)** Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.
- (b)** Notwithstanding any/all contrary provisions of this Agreement, any work hours under the forty (40) hour weekly maximum missed during a regular Monday to Friday work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and Employer.
- 6.102 (a)** The regular work week shall be between 7:30 am Monday and 4:00 pm Friday or between 7:30 am Tuesday and 4:00 pm Saturday, and the regular work day shall be as per the following schedule:

Straight Time:	7:30 am to 11:30 am	4.0 hours
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Meal	11:30 am to 12:00 noon	0 hours
Straight Time	12:00 noon to 4:00 pm	4 hours
Total Straight Time Hours:		8.0 hours

- (b) Notwithstanding Article 6.102 (a), Union members in good standing as of December 19, 2005 shall retain the right to choose not to work on a Saturday at straight time and shall not be subject to pressure and/or retribution from the Employer for doing so. Such right shall also apply to choose not to work on a Saturday at straight time on a compressed work week.

**6.103 Starting and Stopping Times**

Notwithstanding any/all contrary provisions of this Agreement:

- (a) This Article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.
  - (i) The starting and stopping time on a project may be varied by a maximum of two (2) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.
  - (ii) The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b) The starting time of the employees shall be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

**6.104 Notice of Termination**

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

**6.200 Overtime Hours**

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

**6.201 Monday to Friday Work Week**

- (a) The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) The first ten (10) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time

hourly wage rate.

**6.202 Tuesday to Saturday Work Week**

- (a) The first two (2) hours of overtime, Tuesday through Saturday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime on Mondays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

**6.203** Notwithstanding any/all contrary provisions of this Agreement, a minimum break of eight (8) hours shall be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

**6.300 Compressed Work Week**

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

**6.301 Hours of Work**

- (a) Ten (10) straight time hours (7:30 am to 6:00 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, or Wednesday through Saturday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:00 pm to 4:30 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, or Wednesday through Saturday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Refer also to Article 6.103 (a).

**6.302 Overtime**

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

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

### 6.303 Statutory Holidays

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

- (a) All statutory holidays which occur during a compressed work week schedule shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday.
- (b) All statutory holidays which occur on a regularly scheduled work day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an employee shall retain sole discretion to decline to work on the actual statutory holiday date and shall not be discriminated against for doing so.

## 6.400 Shifts

### 6.401 Scheduling of Shifts

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

### 6.402 Shift Premiums

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted



for all Apprentices/Pre-Apprentices and Uncertified Tradespersons based on their percentage of the equivalent Certified Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

**Day Shift** No shift premium.

**Afternoon Shift** The Certified Journeyman minimum straight time hourly wage rate shall be increased by \$3.00 for each hour worked on any shift which commences at any time after 9:30 am but on or before 8:30 pm.

**Night Shift** The Certified Journeyman minimum straight time hourly wage rate shall be increased by \$3.00 for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am.

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

**6.500 Call-Out Time**

**6.501** In the event an employee reports for work at the request of the Employer but does not commence work, such employee shall be paid two (2) hours at the otherwise applicable rate.

**6.502 (a)** In the event an employee reports for work at the request of the Employer and commences work, such employee shall be paid for actual hours worked or a minimum of four (4) hours, whichever is greater, at the applicable rate.

**(b)** The four (4) hour minimum shall not apply in the event work is suspended because of inclement weather or other such reason completely beyond the control of the Employer.

**6.600 Rest Breaks**

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

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

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

**6.700 Meal Breaks**

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

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

**6.702 Shifts in Excess of Ten (10) Hours**

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to the Appendix "A" for details.

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

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**7.100 Local Resident Employee**

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

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

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

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

First forty (40) road kilometres, each way, each day	not applicable
additional road kilometres, each way, each day	All \$0.59 per km

**7.103** Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance amount of fifty-nine cents (\$0.59) per road kilometre shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometre" amount which shall be payable pursuant to Article 7.102 shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

**7.200 Non Local Resident Employee**

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

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

**7.202** Such terms shall:

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

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**ARTICLE 8.000 - HIRING AND MOBILITY OF WORKFORCE**

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

**8.100 Hiring**

- 8.101** The Union shall assist the Employer in supplying qualified prospective employees. Without restricting/limiting the foregoing, the Union shall, in particular, assist in supplying local resident employees when requested to do so by the Employer.
- 8.102** The Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual would be able to productively contribute within the Employer’s existing operational methods and structures.
- 8.103**
  - (a) There shall be no restrictions/limitations on the Employer’s right to hire, including but not limited to the Employer’s right to hire via name request.
  - (b) Notwithstanding Article 8.103 (a), whenever the Employer hires an individual who is not a Union member, the Employer shall provide the Union, in writing, with the name and contact information for such individual within fourteen (14) calendar days of hire. Such individual shall make application to become a Union member within ninety (90) calendar days of hire and the Union shall accept such individual into its membership. All terms and conditions of this Agreement shall otherwise apply from date of hire.
  - (c) The Union may familiarize the new employees with the Union. The shop steward, business agent or designate may spend up to 15 minutes with new

employees. Time spent will be considered as time worked with no loss in compensation.

**8.104** In the event an employee ceases to be a member in good standing of the Union, the Employer shall terminate the employment of such employee upon receiving written confirmation and direction to do so from the Union.

**8.105** Any employee hired and/or transferred in accordance with Article 8.000 shall be deemed to have been properly dispatched by the Union and the Union shall ensure that the appropriate dispatch paperwork is supplied to the Employer in a timely manner.

**8.200 Mobility**

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

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

**8.300 Differentiation of Employee Classifications**

Notwithstanding any/all contrary provisions of this Agreement, the Union shall not make any attempt to dispatch an employee of a different employee classification (i.e. Foreperson, Certified Journeyperson, Uncertified Tradesperson, Lather Apprentice, DF Apprentice, and/or Pre-Apprentice) than was requested by the Employer. In particular, the Union shall not make any attempt to restrict/limit or deny the Employer from hiring the maximum ratio of Lather Apprentices and/or DF Apprentices permitted in accordance with Article 4.404 (a) and Article 4.405 (a) respectively.

**8.400 Reduction in Project Crew**

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

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

**8.500 Rehiring of Injured Employees**

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

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**ARTICLE 9.000 - JOB STEWARDS AND UNION REPRESENTATIVES**

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**9.100 Job Stewards**

- 9.101 The Union shall notify the Employer of the appointment of all Job Stewards.
- 9.102 Job Stewards shall be recognized on all projects and shall not be discriminated against.
- 9.103 The Employer shall provide a Job Steward with sufficient time to carry out their duties.
- 9.104 Refer also to Article 8.402 regarding preference for continued employment of Job Stewards.

**9.200 Union Representatives**

Union Representatives shall have access to all projects governed by this Agreement, after first notifying the Employer, however in no way shall such Representative(s) interfere with employees during working hours unless permission is granted or in accordance with an exception as outlined in Article 8.103 (c).

**9.300 Leaves of Absence**

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

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**ARTICLE 10.000 - HEALTH AND SAFETY**

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**10.100 Safety Equipment**

- 10.101 (a) The Employer shall supply to employees, at no cost, all safety equipment, including hearing protective devices and safety masks (as per WSBC requirement G5.54-7), except personal apparel (i.e. CSA approved hard hat, CSA approved footwear, rubber clothing, etc.). Refer also to Article 10.500.
- (b) The Employer shall supply a five (5) point safety harness to an employee if/as required by WSBC. Notwithstanding the foregoing, an employee may use their own CSA approved safety harness and lanyard, providing such equipment is in satisfactory condition and has been approved for use by the Employer. Where an employee chooses to use an Employer supplied safety harness and lanyard, such employee shall return such harness and lanyard in good condition when asked to do so or upon termination of employment.
- (c) The Employer may deduct the cost of Employer supplied safety equipment from an employee's pay cheque if such equipment is not returned.

10.102 All equipment, tools, and materials shall conform and be utilized in conformity with

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

**10.200 Accident Prevention Regulations**

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

**10.202 (a)** Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, shall constitute just cause for termination.

**(b)** Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for termination.

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

**10.300 Project Inspections**

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

**10.400 Injured or Sick Employees**

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

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

**10.403** Refer also to Article 8.500.

**10.500 Certifications and Personal Protective Equipment**

The following provisions shall apply to all employees, whether they are reporting for work or are already employed on a project:

**10.501 Certifications**

Employees shall be responsible for ensuring they possess all Health and Safety related required certifications (e.g. Workplace Hazardous Materials Information System training, Record of Hearing Test, etc.) and that such certifications are valid. Proof of such certifications shall be provided to the Employer upon request.

**10.502 Personal Protective Equipment**

Employees shall be responsible for personally providing and utilizing the following personal protective equipment as required under regulations/policies imposed by WSBC, and/or any other such body (i.e. Federal, Provincial, or Municipal Governments, etc.), having the authority to enact similar regulations/policies.

- (a) Clothing suitable for protection against the natural elements to which they may be exposed.
- (b) All such personal protective equipment generally regarded as being the responsibility of the employee. Such personal protective equipment shall include, but not be limited to, CSA approved; gloves, safety headgear, and steel toed safety footwear complete with above ankle support.

**10.503 (a)** The Employer shall be permitted to refuse work to any employee who does not fulfill such provisions as stipulated in Articles 10.501 and/or 10.502.

- (b) Notwithstanding Article 6.500, if an employee is refused work in accordance with Article 10.503 (a), the Employer shall be required to pay such employee only for actual time worked, if any.

**10.600 Substance Abuse Testing and Treatment Program Policy**

The parties to this Agreement agree to be bound by the decisions of the Policy Administration Committee (PAC) of the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy with respect to the implementation of an Industry Employee and Family Assistance Program (EFAP) providing such decisions have been endorsed by each of the respective parent bodies of such Policy.

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**ARTICLE 11.000 - WORKING CONDITIONS**

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**11.100 Harassment and Discrimination**

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

**11.200 Project Facilities**

**11.201 Toilets**

Chemical or flush toilets shall be provided from the commencement of work on all

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

**11.202 Drinking Water**

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

**11.203 Telephone Access**

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

**11.204 Clean Up Facilities**

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

**11.300 Lockup**

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

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

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

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

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

**11.400 Vehicles**

No employee shall be required to carry material to a project in their own motor vehicle, and/or otherwise be permitted to use their own motor vehicle in a manner which is unfair to other employees and/or contrary to the best interests of the Union.



**11.500 Tools, Equipment and Protective Clothing**

**11.501** An employee shall provide all customary hand tools/equipment of the trade, including but not limited to the following. All other tools and equipment shall be supplied by the Employer.

**(a) Lathers and Lather Apprentices**

- > magnetic spirit level
- > string line
- > metal snips
- > spring clamps
- > T-square
- > drywall saw
- > circle cutter
- > rasp
- > drywall hammer
- > all such other tools, except mechanical and power tools
- > chalk line
- > lather's nippers
- > locking pliers/clamps
- > steel measuring tape
- > utility knife
- > keyhole-type utility saw
- > electric router
- > kick lifter

**(b) Drywall Finishers and Drywall Finisher Apprentices**

- > mud pan
- > steel measuring tape
- > pole sander and hand sander
- > hock and trowels
- > broad knives six (6) inches and smaller
- > trowel minimum length 8"
- > all such other tools, except mechanical and power tools
- > hammer
- > gyproc knife
- > tin snips
- > spring stilts
- > scrub brush

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

**11.503 (a)** An employee shall not be considered to be prepared to work until such time as the employee has the required customary hand tools/equipment specified in Article 11.501.

**(b)** If an employee does not have the required customary hand tools/equipment specified in Article 11.501, the Employer may supply such tools/equipment to the employee and deduct the cost from the employee's pay cheque.

**11.504** An employee shall only be responsible for the Employer's tools left in their possession if damage or loss to such tools occurs as a result of the proven carelessness or neglect of the employee in whose possession such tools were left.

**11.600 Insurance**

An employee shall submit an inventory of their tools and working apparel on the project to the Employer upon request, and the Employer shall replace an employee's tools and working apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of

working over water or such other areas where tools cannot be retrieved.

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**ARTICLE 12.000 - JOINT LABOUR/MANAGEMENT INITIATIVES**

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**12.100 DC#38 Joint Trade Society**

The Parties shall abide by the Constitution and Bylaws of the DC#38 Joint Trade Society, with respect to the operation of such Society. Notwithstanding the foregoing, the terms of this Agreement shall supercede the Constitution and Bylaws of the DC#38 Joint Trade Society in the event of an inconsistency.

**12.200 Joint Labour/Management Meetings**

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

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**ARTICLE 13.000 - ENABLING PROVISIONS**

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**13.100 Process**

**13.101** The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. Notwithstanding the foregoing, it shall be a violation of this Agreement for the Parties to agree to the reduction and/or elimination of any employer industry fund contribution without the specific prior written consent of CLR.

**13.102** Unless otherwise mutually agreed to in writing by the Parties, the Union shall not decline to participate in good faith in the process contemplated by Article 13.000. The Parties expressly agree that the Union would be in violation of the foregoing if it were to decline an Employer's enabling request pursuant to either a formal or informal (i.e. blanket) policy of refusal.

**13.103 (a)** Article 13.000, is specifically intended to provide the Employer with competitive relief where deemed necessary.

**(b)** As a result, unless otherwise mutually agreed to in writing by the Union and CLR, no enabling package, or individual term or condition therein, shall include a provision, not already provided for within this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of such Agreement.

**(c)** The following example is offered to clarify the intent of Article 13.103 (b). It is not meant to be inclusive of every possible situation, but merely to illustrate potential circumstances which could ultimately arise.

➤ If the Union provides competitive relief (e.g. reduction of rates,

relaxation of crewing ratio restrictions, suspension of premiums, broadening of start time flexibility, mobility of members, etc.), but makes such relief contingent upon the Employer purchasing material from a Union signatory supplier, and/or waiving their right to utilize existing name request and/or recall provisions, then such contingency shall not be enforceable.

**13.104** Individual Union members shall retain the right to refuse a dispatch to an enabled project, but the Union shall at no time encourage or otherwise counsel a Union member(s) to do so.

**13.200** Consistency With Other Trades

In recognition of the close working relationship on projects between the Union and other traditional building trade unions, the Parties acknowledge the need for enabling relief to be generally consistent. As a result, the Parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the Parties also acknowledge the individual autonomy of the Union and agree that nothing herein shall be interpreted as an agreement to limit that autonomy in any way.

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**ARTICLE 14.000 - GRIEVANCE PROCEDURE**

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**14.100** Definition

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

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

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

**14.200** Time Limits

**14.201** In order to initiate a formal grievance, the aggrieved party must provide written notification to the responding party within thirty (30) calendar days of the date on which the underlying "difference" is alleged to have occurred. Such notification shall

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

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

**14.300 Step 1 (Informal Resolution)**

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

**14.400 Step 2 (Formal Resolution)**

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

If the Parties are unable to work out a mutually agreeable resolution in accordance with Article 14.300, either Party may refer the formal grievance to Mr. Michael Fleming for final and conclusive determination as follows. Notice of such referral shall be provided, in writing, to both the responding Party and Mr. Fleming. Notwithstanding the foregoing, in the event Mr. Fleming is not available to the Parties, the Parties shall mutually agree upon a replacement. (Note: The Parties expressly agree that all references to Mr. Michael Fleming within Article 14.000 shall be interpreted as “*Mr. Fleming or his replacement*” in the event a replacement for Mr. Fleming is mutually agreed upon in accordance with such Article.)

**14.401** Mr. Fleming shall meet with the Parties and shall attempt to facilitate a mutually agreeable resolution.

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

**(b)** Mr. Fleming shall consider the relative merits of each of the proposed determinations/awards, and shall select one (1) of the proposed determinations/awards in its entirety, and may not impose any alternative and/or modified determination/award without the prior mutual agreement of the Parties.

**(c)** Mr. Fleming shall provide a summary of the reasons for his decision within his

award.

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

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

14.500 **Expenses**

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

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**ARTICLE 15.000 - SAVINGS CLAUSE**

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

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

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

**SIGNATURE OF PARTIES**

Dated this 9 day of November, 2020

Dated this 5 day of November, 2020

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations  
Association of BC

IUPAT District Council #38



**SCHEDULE "A1.1" MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Schedule "A1.1" shall apply to all projects (Refer to Articles 4.302 and 4.304 for exceptions.)

"All Projects"

Effective October 1, 2020

**Employer Contributions**

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Benefit Plan	Group RRSP	JTS	CAF	AWCC	CIRP	D&A	Total Monetary Package
<b>Journeyman</b>											
Foreperson (FP)	115%	39.70	3.176	2.02	2.540	0.730	0.13	0.05	0.04	0.01	48.396
<b>Certified (CJP)</b>	<b>100%</b>	<b>34.52</b>	<b>2.762</b>	<b>2.02</b>	<b>2.540</b>	<b>0.730</b>	<b>0.13</b>	<b>0.05</b>	<b>0.04</b>	<b>0.01</b>	<b>42.802</b>
<b>Latherer Apprentice, DF Apprentice, or Uncertified Tradesperson</b>											
8th Term or Level 8	90%	31.07	2.486	2.02	n/a	0.730	0.13	0.05	0.04	0.01	36.536
7th Term or Level 7	85%	29.34	2.347	2.02	n/a	0.730	0.13	0.05	0.04	0.01	34.667
6th Term or Level 6	80%	27.62	2.210	2.02	n/a	0.730	0.13	0.05	0.04	0.01	32.810
5th Term or Level 5	75%	25.89	2.071	2.02	n/a	0.730	0.13	0.05	0.04	0.01	30.941
4th Term or Level 4	70%	24.16	1.933	2.02	n/a	0.730	0.13	0.05	0.04	0.01	29.073
3rd Term or Level 3	65%	22.44	1.795	2.02	n/a	0.730	0.13	0.05	0.04	0.01	27.215
2nd Term or Level 2	60%	20.71	1.657	2.02	n/a	0.730	0.13	0.05	0.04	0.01	25.347
1st Term or Level 1	55%	18.99	1.519	2.02	n/a	0.730	0.13	0.05	0.04	0.01	23.489
<b>Pre-Apprentice</b>	<b>45%</b>	<b>15.53</b>	<b>1.242</b>	<b>2.02</b>	<b>n/a</b>	<b>0.730</b>	<b>0.13</b>	<b>0.05</b>	<b>0.04</b>	<b>0.01</b>	<b>19.752</b>

\* Refer to Article 4.602 (b) for exceptions which apply to certain Lather Apprentices

SCHEDULE "B1.1"

† EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B1.1" shall apply to all projects (Refer to Article 4.304 for exceptions)

"All Projects"

Effective October, 2020

Employee Classification	Benefit Plan	EMPLOYER CONTRIBUTIONS							EMPLOYEE DEDUCTIONS								
		Pension Plan	JTS	CAF	AWCC	CIRP	D&A Policy	Total Hourly Paid	Admin Dues (2%)	DC 38 Org Fund	W&C IAF (5%)	App Trade School	CIRP	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted	
Foreperson	115%	2.02	2.54	0.73	0.13	0.05	0.04	0.01	5.52	0.69	0.04	1.726	n/a	0.04	2.496	33.00	8.016
<b>CJP</b>	<b>100%</b>	<b>2.02</b>	<b>2.54</b>	<b>0.73</b>	<b>0.13</b>	<b>0.05</b>	<b>0.04</b>	<b>0.01</b>	<b>5.52</b>	<b>0.69</b>	<b>0.04</b>	<b>1.726</b>	<b>n/a</b>	<b>0.04</b>	<b>2.496</b>	<b>33.00</b>	<b>8.016</b>
8 <sup>th</sup> Term App	90%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.62	0.04	1.554	1.00	0.04	3.254	33.00	6.234
7 <sup>th</sup> Term App	85%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.59	0.04	1.467	1.00	0.04	3.137	33.00	6.117
6 <sup>th</sup> Term App	80%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.55	0.04	1.381	1.00	0.04	3.011	33.00	5.991
5 <sup>th</sup> Term App	75%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.52	0.04	1.295	1.00	0.04	2.895	33.00	5.875
4 <sup>th</sup> Term App	70%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.48	0.04	1.208	1.00	0.04	2.768	33.00	5.748
3 <sup>rd</sup> Term App	65%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.45	0.04	1.122	1.00	0.04	2.652	33.00	5.632
2 <sup>nd</sup> Term App	60%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.41	0.04	1.036	1.00	0.04	2.526	33.00	5.506
1 <sup>st</sup> Term App	55%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.38	0.04	0.950	1.00	0.04	2.410	33.00	5.390
UT Level 8	90%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.62	0.04	1.554	n/a	0.04	2.254	33.00	5.234
UT Level 7	85%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.59	0.04	1.467	n/a	0.04	2.137	33.00	5.117
UT Level 6	80%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.55	0.04	1.381	n/a	0.04	2.011	33.00	4.991
UT Level 5	75%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.52	0.04	1.295	n/a	0.04	1.895	33.00	4.875
UT Level 4	70%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.48	0.04	1.208	n/a	0.04	1.768	33.00	4.748
UT Level 3	65%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.45	0.04	1.122	n/a	0.04	1.652	33.00	4.632
UT Level 2	60%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.41	0.04	1.036	n/a	0.04	1.526	33.00	4.506
UT Level 1	55%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.38	0.04	0.950	n/a	0.04	1.410	33.00	4.390
Pre-Apprentice	45%	2.02	n/a	0.73	0.13	0.05	0.04	0.01	2.98	0.31	n/a	n/a	n/a	0.04	0.350	33.00	3.330

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

\* Refer to Article 4.602 (b) for exceptions which apply to certain Lather Apprentices

The Industrial Construction Addendum (this "Addendum") shall supercede any/all contrary application and/or interpretation of this Agreement for work performed on an applicable project(s).

**A. Application**

This Addendum shall only govern work performed on those industrial construction projects on which a project labour agreement is applicable, and/or the majority of workers employed are members of a traditional building trades union(s). Refer to Appendix "B" for definition of Industrial Construction.

**B. Premiums**

The minimum hourly wage rate for all employee classifications for work performed on any project(s) governed by this Addendum shall be one hundred twenty-five percent (125%) of the otherwise applicable minimum hourly wage rate, or one hundred thirty five percent (135%) if such work is performed underground. Work performed within open ditches or basements of buildings shall not be interpreted as work performed underground.

**C. Shifts**

**Scheduling of Shifts**

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

**Shift Premiums**

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all Apprentices/Pre-Apprentices and Uncertified Tradespersons based on their percentage of the equivalent Certified Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

**Day Shift**

No shift premium.

**Afternoon Shift**

The Certified Journeyman minimum straight time hourly wage rate shall be increased by \$4.00 for each hour worked on any shift which commences at any time after 9:30 am but on or before 8:30 pm.

**Night Shift**

The Certified Journeyman minimum straight time hourly wage



rate shall be increased by \$4.00 for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am.

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

**D. Out of Town Accommodation and Daily Travel Allowance**

The following shall apply to employees who are not local residents of the area where the work is being performed, or is to be performed. Refer to Appendix "B" for definition of local resident.

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

**2. a. Option #1**

The Employer shall provide the employee with a daily lump sum Living Out Allowance (LOA) of one hundred forty dollars (\$140.00). Effective May 1, 2018 this amount shall be increased to one hundred forty-five dollars (\$145.00).

No daily travel allowance and/or daily travel time shall be paid to an employee who selects Option #1, nor shall Employer supplied transportation be provided.

**b. Option #2**

The Employer shall provide the employee with a single room plus sixty-two dollars and fifty cents (\$62.50) daily meal allowance. Effective May 1, 2018 this amount shall be increased to sixty-five dollars (\$65.00).

No daily travel time shall be paid to an employee who selects Option #2, however the following terms and conditions shall be applicable.

- i. If the Employer provided room is forty (40) road kilometres or less from the project, no daily travel allowance shall be paid.
- ii. If the Employer provided room is more than forty (40) road kilometres from the project, a daily travel allowance of fifty-nine cents (\$0.59) per road kilometre, or as otherwise adjusted pursuant to Article 7.103, shall be paid, each way, to/from the forty (40) road kilometre boundary.

- iii. If the employee(s) travelled to the project by air, employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis.
- iv. If the employee(s) did not travel to the project by air, no Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis, and the employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
- v. Notwithstanding any/all contrary provisions of this Agreement, any employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

**E. Other Terms and Conditions**

The Parties shall agree to the standards which shall apply with respect to the following provisions for work performed on each project(s) governed by this Addendum. Such agreement shall be reached on a project by project basis, prior to tender date, and shall be put in writing and signed by the Parties.

- > Hours of work and overtime.
- > Initial and terminal travel allowance.
- > Periodic leave.
- > Camp standards (including weekend checkout).
- > Marshalling points.

**PIECE WORK ADDENDUM**

The Piece Work Addendum (this "Addendum") shall supercede any/all contrary application and/or interpretation of this Agreement for work performed on an applicable project(s).

- A.** Notwithstanding any/all contrary provisions of this Agreement, the Employer shall retain the right to compensate an employee(s) on a "piece work" as opposed to an "hourly wage rate" basis subject to the provisions of this Addendum.
- B.** The piece work rate shall be consistent with prevailing market conditions and shall be mutually agreed upon by the Employer and the employee(s) prior to the commencement of work. Such rate shall be inclusive of annual vacation and statutory holiday pay, and any/all premiums which may otherwise apply. Notwithstanding the foregoing, any employee being asked to work on a piece work basis shall have the right to have a Union representative participate during all discussions with the Employer regarding the determination of the applicable piece work rate.
- C.** In lieu of Employer contributions on behalf of an employee working on a piece work basis, the Employer shall remit to the Union a lump sum of fifteen percent (15.0%) of the gross piece work earnings paid to each such employee. Upon receipt by the Union, such lump sum shall be divided by the applicable hourly contribution amount and the employee shall be credited with the resulting hours of work. The lump sum shall then be divided amongst the various funds in accordance with the following example.

Employee "A" Gross Piece Work Earnings	=	\$2,874.00
Hourly Employer Contribution Amount	=	\$4.79 per hour
$\$ 2,874.00 \times 15\%$	=	\$431.10
$\$ 431.10 \div \$ 4.79 \text{ per hour}$	=	90.00 hours

Employee "A" would be credited with ninety (90.00) hours of contributions to the Union Benefit Plan and Union Pension Plan, and all applicable industry funds (i.e. JTS, CAF, AWCC, etc.) would be forwarded an amount equal to ninety (90.00) hours multiplied by the applicable industry fund contribution rate.

- D.** In lieu of an employee deduction(s) for Union dues on behalf of an employee working on a piece work basis, the Employer shall deduct and remit to the Union the otherwise required monthly dues, plus two percent (2.0%) of the gross piece work earnings paid to each such employee.

**EXISTING LATHER APPRENTICES AS OF DECEMBER 31, 2011 ADDENDUM**

The Existing Lather Apprentices as of December 31, 2011 Addendum (this "Addendum") shall supercede any/all contrary application and/or interpretation of this Agreement.

A. The Employer shall contribute the required amount(s) to the Union Pension Plan on behalf of any Lather Apprentice who:

1. was a Union member in good standing as of December 31, 2011, and
2. was formally registered as a Lather Apprentice with the FTI as of December 31, 2011, and
3. was active within the Union sector of the industry as of December 31, 2011, and
4. continued to be a Union member in good standing, and formally registered with the FTI, and active within the Union sector of the industry, from December 31, 2011 onward.

B. The required Employer contribution amounts to the Union Pension Plan shall be as stipulated below and shall be contributed in the manner set forth in Article 5.000 of this Agreement. All amounts shall be calculated on a "per hours worked" basis.

1<sup>st</sup> Term Lather Apprentice = \$1.290

2<sup>nd</sup> Term Lather Apprentice = \$1.290

3<sup>rd</sup> Term Lather Apprentice = \$1.290

4<sup>th</sup> Term Lather Apprentice = \$1.290

5<sup>th</sup> Term Lather Apprentice = \$1.755

6<sup>th</sup> Term Lather Apprentice = \$1.755

7<sup>th</sup> Term Lather Apprentice = \$1.755

8<sup>th</sup> Term Lather Apprentice = \$1.755

C. Although the Parties have not formally defined what will constitute an "active" Lather Apprentice pursuant to item A. above, the Parties have agreed that the classification is intended to be applied relatively narrowly and that the general objective is to work towards limiting rather than maximizing the number of individuals who will be classified accordingly.

The Letter of Interpretation Re: Meal Breaks (this "LOI") shall supercede any/all contrary application and/or interpretation of this Agreement.

The provisions of this LOI are applicable only on shifts in excess of ten (10) hours.

Where mutual agreement is referenced within this LOI, the voluntary consent of the majority of employees on a crew shall be required in order for such agreement to have been achieved.

**A. Shifts in Excess of Ten (10) Hours**

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

**1. Scheduled Shifts**

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

**2. Unscheduled Overtime Shifts**

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

**B. Objective**

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

**C. Paid Meal Breaks and Hot Meals**

Notwithstanding any/all contrary interpretation of this LOI, the second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that a hot meal is not supplied, the Employer shall pay a seventeen dollar (\$17.00) meal allowance to each affected employee in lieu thereof. This amount is to be adjusted as required to match the maximum non-taxable meal allowance amount under CRA.

**D. Meal Breaks on Scheduled Shifts**

**1. Scheduled Shifts In Excess of Ten (10) Hours**

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

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

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

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

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

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

- a. The first one-half (1/2) hour meal break shall be scheduled as near as is practical to the one-quarter (1/4) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half (1/2) hour meal break shall be scheduled as near as is practical to the one-half (1/2) point of the shift and shall not be considered as time

worked/earned

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

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

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

**E. Meal Breaks on Unscheduled Overtime Shifts**

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

**1. Option #1 - Early Decision to Work Unscheduled Overtime**

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

**2. Option #2 - Late Decision to Work Unscheduled Overtime**

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

**a. Default Provision**

The Option #2 default provision is for the second meal break to take place as quickly

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

**b. Flexible Provision**

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

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

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

The typical application of this schedule would allow for employees to depart for home at 6:30 pm, and be paid the seventeen dollar (\$17.00) allowance in lieu of the hot meal. This amount is to be adjusted as required to match the maximum non-taxable meal allowance amount under CRA.



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

**1. AWCC**

Association of Wall and Ceiling Contractors

**2. CLR**

Construction Labour Relations Association of B.C.

**3. CSA**

Canadian Standards Association

**4. Employee**

Any individual who is a member of the Union, and/or such other person, employed by the Employer under the terms of this Agreement.

**5. Employer**

- a. Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.
- b. Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

**6. Hours Earned and Hours Worked**

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

**7. Industrial Construction**

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

**8. LRB**

British Columbia Labour Relations Board

**9. Local**

An affiliated Local of the Union.

**10. Local Resident Employee**

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

**11. Lower Mainland/Fraser Valley**

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

**12. Open Shop Project**

An Open Shop commercial and/or institutional project shall be defined as any commercial and/or institutional project on which one (1) or more employers that are not signatory with a BCBCBTU affiliate union(s) (i.e. non union employers, CLAC signatory employers, etc.) are/were legitimately competing for the available work.

**13. Union**

- a. IUPAT District Council #38, acting on behalf of its affiliated Locals, or an affiliated Local acting on its own behalf.
- b. Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

**14. WSBC**

WorkSafe BC (the Workers' Compensation Board of BC)

## APPENDIX "C" – SCHEDULE OF STATUTORY HOLIDAYS

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

## 1. 2019

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Tuesday, Jan. 1 <sup>st</sup>	Tuesday, Jan. 1 <sup>st</sup>
Family Day	Monday, Feb 18 <sup>th</sup>	Monday, Feb 18 <sup>th</sup>
Good Friday	Friday, Apr. 19 <sup>th</sup>	Friday, Apr. 19 <sup>th</sup>
Easter Monday	Monday, Apr. 22 <sup>nd</sup>	Monday, Apr. 22 <sup>nd</sup>
Victoria Day	Monday, May 20 <sup>th</sup>	Monday, May 20 <sup>th</sup>
Canada Day	Monday, July 1 <sup>st</sup>	Monday, July 1 <sup>st</sup>
Friday before BC Day	Friday, Aug. 2 <sup>nd</sup>	Friday, Aug. 2 <sup>nd</sup>
BC Day	Monday, Aug. 5 <sup>th</sup>	Monday, Aug. 5 <sup>th</sup>
Friday before Labour Day	Friday, Aug. 30 <sup>th</sup>	Friday, Aug. 30 <sup>th</sup>
Labour Day	Monday, Sept. 2 <sup>nd</sup>	Monday, Sept. 2 <sup>nd</sup>
Thanksgiving Day	Monday, Oct. 14 <sup>th</sup>	Monday, Oct. 14 <sup>th</sup>
Remembrance Day	Monday, Nov. 11 <sup>th</sup>	Monday, Nov. 11 <sup>th</sup>
Christmas Day	Wednesday, Dec. 25 <sup>th</sup>	Wednesday, Dec. 25 <sup>th</sup>
Boxing Day	Thursday, Dec. 26 <sup>th</sup>	Thursday, Dec. 26 <sup>th</sup>

## 2. 2020

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Wednesday, Jan. 1 <sup>st</sup>	Wednesday, Jan. 1 <sup>st</sup>
Family Day	Monday, Feb. 17 <sup>th</sup>	Monday, Feb. 17 <sup>th</sup>
Good Friday	Friday, Apr. 10 <sup>th</sup>	Friday, Apr. 10 <sup>th</sup>
Easter Monday	Monday, Apr. 13 <sup>th</sup>	Monday, Apr. 13 <sup>th</sup>
Victoria Day	Monday, May 18 <sup>th</sup>	Monday, May 18 <sup>th</sup>
Canada Day	Wednesday, July 1 <sup>st</sup>	Wednesday, July. 1 <sup>st</sup>
Friday before BC Day	Friday, July 31 <sup>st</sup>	Friday, July 31 <sup>st</sup>
BC Day	Monday, Aug. 3 <sup>rd</sup>	Monday, Aug. 3 <sup>rd</sup>
Friday before Labour Day	Friday, Sept. 4 <sup>th</sup>	Friday, Sept. 4 <sup>th</sup>
Labour Day	Monday, Sept. 7 <sup>th</sup>	Monday, Sept. 7 <sup>th</sup>
Thanksgiving Day	Monday, Oct. 12 <sup>th</sup>	Monday, Oct. 12 <sup>th</sup>
Remembrance Day	Wednesday, Nov. 11 <sup>th</sup>	Wednesday, Nov. 11 <sup>th</sup>
Christmas Day	Friday, Dec. 25 <sup>th</sup>	Friday, Dec. 25 <sup>th</sup>
Boxing Day	Saturday, Dec. 26 <sup>th</sup>	Monday, Dec. 28 <sup>th</sup>

3. 2021

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Friday, Jan. 1 <sup>st</sup>	Friday, Jan. 1 <sup>st</sup>
Family Day	Monday, Feb. 15 <sup>th</sup>	Monday, Feb. 15 <sup>th</sup>
Good Friday	Friday, Apr. 2 <sup>nd</sup>	Friday, Apr. 2 <sup>nd</sup>
Easter Monday	Monday, Apr. 5 <sup>th</sup>	Monday, Apr. 5 <sup>th</sup>
Victoria Day	Monday, May 24 <sup>th</sup>	Monday, May 24 <sup>th</sup>
Canada Day	Thursday, July 1 <sup>st</sup>	Thursday, July 1 <sup>st</sup>
Friday before BC Day	Friday, July 30 <sup>th</sup>	Friday, July 30 <sup>th</sup>
BC Day	Monday, Aug. 2 <sup>nd</sup>	Monday, Aug. 2 <sup>nd</sup>
Friday before Labour Day	Friday, Sept. 3 <sup>rd</sup>	Friday, Sept. 3 <sup>rd</sup>
Labour Day	Monday, Sept. 6 <sup>th</sup>	Monday, Sept. 6 <sup>th</sup>
Thanksgiving Day	Monday, Oct. 11 <sup>th</sup>	Monday, Oct. 11 <sup>th</sup>
Remembrance Day	Thursday, Nov. 11 <sup>th</sup>	Thursday, Nov. 11 <sup>th</sup>
Christmas Day	Saturday, Dec. 25 <sup>th</sup>	Monday, Dec. 27 <sup>th</sup>
Boxing Day	Sunday, Dec. 26 <sup>th</sup>	Tuesday, Dec. 28 <sup>th</sup>

4. 2022

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Saturday, Jan. 1 <sup>st</sup>	Monday, Jan. 3 <sup>rd</sup>
Family Day	Monday, Feb 21 <sup>st</sup>	Monday, Feb 21 <sup>st</sup>
Good Friday	Friday, Apr. 15 <sup>th</sup>	Friday, Apr. 15 <sup>th</sup>
Easter Monday	Monday, Apr. 18 <sup>th</sup>	Monday, Apr. 18 <sup>th</sup>
Victoria Day	Monday, May 23 <sup>rd</sup>	Monday, May 23 <sup>rd</sup>
Canada Day	Friday, July 1 <sup>st</sup>	Friday, July 1 <sup>st</sup>
Friday before BC Day	Friday, July 29 <sup>th</sup>	Friday, July 29 <sup>th</sup>
BC Day	Monday, Aug. 1 <sup>st</sup>	Monday, Aug. 1 <sup>st</sup>
Friday before Labour Day	Friday, Sept. 2 <sup>nd</sup>	Friday, Sept. 2 <sup>nd</sup>
Labour Day	Monday, Sept. 5 <sup>th</sup>	Monday, Sept. 5 <sup>th</sup>
Thanksgiving Day	Monday, Oct. 10 <sup>th</sup>	Monday, Oct. 10 <sup>th</sup>
Remembrance Day	Friday, Nov. 11 <sup>th</sup>	Friday, Nov. 11 <sup>th</sup>
Christmas Day	Sunday, Dec. 25 <sup>th</sup>	Monday, Dec. 26 <sup>th</sup>
Boxing Day	Monday, Dec. 26 <sup>th</sup>	Tuesday, Dec. 27 <sup>th</sup>

5. 2023

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Sunday, Jan. 1 <sup>st</sup>	Monday, Jan. 2 <sup>nd</sup>
Family Day	Monday, Feb. 20 <sup>th</sup>	Monday, Feb. 20 <sup>th</sup>
Good Friday	Friday, Apr. 7 <sup>th</sup>	Friday, Apr. 7 <sup>th</sup>
Easter Monday	Monday, Apr. 10 <sup>th</sup>	Monday, Apr. 10 <sup>th</sup>
Victoria Day	Monday, May 22 <sup>nd</sup>	Monday, May 22 <sup>nd</sup>
Canada Day	Saturday, July 1 <sup>st</sup>	Monday, July 3 <sup>rd</sup>
Friday before BC Day	Friday, August 4 <sup>th</sup>	Friday, August 4 <sup>th</sup>
BC Day	Monday, Aug. 7 <sup>th</sup>	Monday, Aug. 7 <sup>th</sup>
Friday before Labour Day	Friday, Sept. 1 <sup>st</sup>	Friday, Sept. 1 <sup>st</sup>
Labour Day	Monday, Sept. 4 <sup>th</sup>	Monday, Sept. 4 <sup>th</sup>
Thanksgiving Day	Monday, Oct. 9 <sup>th</sup>	Monday, Oct. 9 <sup>th</sup>
Remembrance Day	Saturday, Nov. 11 <sup>th</sup>	Monday, Nov. 13 <sup>th</sup>
Christmas Day	Monday, Dec. 25 <sup>th</sup>	Monday, Dec. 25 <sup>th</sup>
Boxing Day	Tuesday, Dec. 26 <sup>th</sup>	Tuesday, Dec. 26 <sup>th</sup>

\* The Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.

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**APPENDIX “D” – LIST OF SIGNATORY EMPLOYERS**

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

Effective July 28, 2020, the following employers have authorized CLR to bargain a new Wall & Ceiling Sector All Employee Standard ICI Agreement with IUPAT District Council #38 and to sign such Agreement on their behalf.

1. The Artek Group Limited
2. Benton & Overbury (2017) Ltd.
3. Cypress Hills Contracting Ltd.
4. Raicor Contracting Ltd.