

WALL & CEILING SECTOR ALL EMPLOYEE STANDARD ICI AGREEMENT

By and Between

IUPAT District Council 38 (DC38)

(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, 2024 to April 30, 2026

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ARTICLE 1.000 – OBJECTS

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

ARTICLE 2.000 – EFFECTIVE DATE AND DURATION

- 2.100** This Agreement shall be for the period from and including May 1, 2024, to and including April 30, 2026, 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, 2026, 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.

ARTICLE 3.000 – EXTENT

3.100 Recognition

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

3.200 Management Rights and Subcontracting

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

- 3.201** 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) The Union shall not restrict, 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 total monetary package for the Certified Journeyperson classification shall be increased by the following amounts equal to the specified percentage of the wage rate in effect prior to the date of increase. All other classifications will be calculated accordingly. These increases will be distributed between wages and Employer Contributions. The allocation will be provided to the Employer by the Union with a minimum of thirty (30) calendar days prior to the effective date of the increase in order for the Employer's payroll department to be able to institute the change.

Effective June 16, 2024	5.00%
Effective May 4, 2025	2.00%
Effective November 3, 2025	2.00%

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. 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

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 seven (7) 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 Journeyperson minimum straight time hourly wage rate on the project.

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

- (c) Refer to Schedules "A1" and "B1" for a breakdown of the seven (7) 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 seven (7) 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) Journeyperson. 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 Journeyperson minimum straight time hourly wage rate on the project.

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

- (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 six thousand (6,000) hours of practical training, consisting of seven (7) terms. The first term will consist of fifteen hundred (1,500) hours with all other terms consisting of seven hundred and fifty (750) hours. In addition to such practical training, each Apprentice will also successfully complete three (3) terms of technical training prior to becoming a Certified Journeyperson. 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 seven (7) 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 seven (7) 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) Journeyperson. 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 Journeyperson minimum straight time hourly wage rate on the project.

1st Term DF Apprentice = 60%

2nd Term DF Apprentice = 65%

3rd Term DF Apprentice = 70%

4th Term DF Apprentice = 75%

5th Term DF Apprentice = 80%

6th Term DF Apprentice = 85%

7th 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 six thousand (6,000) hours of practical training, consisting of seven (7) terms. The first term will consist of fifteen hundred (1,500) hours with all other terms consisting of seven hundred and fifty (750) hours. In addition to such practical training, each Apprentice will also successfully complete two (2) terms of technical training prior to becoming a Certified Journeyperson. 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 seven (7) 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 straight time hourly wage rate for a Pre-Apprentice shall be the greater of forty-five percent (45%) of the applicable Certified Journeyperson straight time hourly wage rate or the BC Minimum Wage 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, National Day for Truth and Reconciliation, 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.

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 to the Union Pension Plans. Any portion of a monetary package increased on or after May 1, 2024 which is applied to pension instead of wages will be applied to the Apprentice based on their index.
- (b)** No Employer contribution to the Union Pension Plan shall be required on behalf of a Pre- Apprentice. Refer to the Existing Lather Apprentices as of December 31, 2011 Addendum contained herein for exceptions which apply to certain Lather Apprentices.
- (c)** The Employer will cease pension contribution for any employee continuing to work after the calendar year in which they turn 71. The amount of the pension contribution will be paid to the employee as wages and will not attract vacation or holiday pay.

In the event an employee who has not yet turned 71 is collecting their International Painters and Allied Trades Industry Pension Fund (Canada) pension and continues to work under this Agreement the Union will direct the entire pension contribution on behalf of the employee to the District Council 38 Pension Trust Fund.

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)

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

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.

ARTICLE 5.000 – MONTHLY REMITTANCES

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

5.100 General Provisions

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

- 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. 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) 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 7:00 am Monday and 3:30 pm Friday or between 7:00 am Tuesday and 3:30 pm Saturday, and the regular work day shall be as per the following schedule:

Straight Time	7:00 am to 11:00 am	4.0 hours
Meal	11:00 am to 11:30 am	0.0 hours
Straight Time	11:30 am to 3:30 pm	4.0 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

- (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) hours earlier or later than the otherwise required start time of the shift at the Employer's discretion. The starting time may be varied three (3) hours earlier or later when required due to circumstances beyond the Employer's control.
 - (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

- (a) 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.
- (b) Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message, email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager, or designate, in advance of the layoff
- (c) If the Employer fails to provide work and requires an employee to standby for more than two (2) consecutive working days in any work week, the employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

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 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 supersede any contrary provisions of this Agreement.

6.301 Hours of Work

- (a) Ten (10) straight time hours (7:00 am to 5:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, or Wednesday through Saturday inclusive, shall constitute the regular work week.

- (b) Ten (10) straight time hours (5:30 pm to 4:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, 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

Article 6.303 shall supersede 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

- (a)** The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon 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.
- (b)** The Employer will make reasonable efforts to move employees from night shift to day shift around a pre-scheduled day off of work to minimize the impact on an employee of changing shifts.

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 Journeyperson rate. Second and subsequent meal breaks shall not be considered hours worked.

Day Shift	No shift premium.
Afternoon Shift	The Certified Journeyperson minimum straight time hourly wage rate shall be increased by three dollars (\$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 Journeyperson minimum straight time hourly wage rate shall be increased by three dollars (\$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.
- 6.503** Where an employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

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. 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.

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

One (1) meal break of one-half ($\frac{1}{2}$) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

6.702 Shifts in Excess of Ten (10) Hours

Additional meal breaks are required on all shifts in excess of ten (10) hours. The

foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to Appendix "A" for details.

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

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 All additional road kilometres, each way, each day shall be paid in accordance with the maximum allowable tax free amount by CRA.

7.103 The daily travel allowance amount 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 (a) 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.

(b) Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into two (2) days they will be reimbursed their actual costs for one night accommodation plus meals up to the value determined by the Employer. The amount will be payable for initial and terminal travel.

7.202 (a) When a non-local resident employee is employed on an out of town project, the Employer shall supply an "employer supplied room plus daily meal allowance" or with mutual agreement with such employee, shall pay a daily "living out allowance" in lieu thereof.

- (b) Such terms shall be mutually agreed upon, in writing, by the Employer and the non-local resident employee prior to the commencement of work. A copy of the agreement shall be sent to the Union.
- (c) If such mutual agreement cannot be reached within one (1) week, the Parties will meet to discuss the arrangements.

ARTICLE 8.000 – HIRING AND MOBILITY OF WORKFORCE

The interpretation and application of these provisions shall be consistently applied throughout the province. Past practice shall be superseded 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) 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.

- 8.106** Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided the report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

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. 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 primary residence 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 primary residence in accordance with Article 7.200.

8.300 Differentiation of Employee Classifications

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.

ARTICLE 9.000 – JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

- 9.101** The Union shall notify the Employer of the appointment of all Job Stewards.
- 9.102** Job Stewards shall be recognized on all projects and shall not be discriminated against.
- 9.103** The Employer shall provide a Job Steward with sufficient time to carry out 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 outlined in Article 8.103 (c).

9.300 Leaves of Absence

- (a) All leaves included in the *Employment Standards Act* shall be adhered to.
- (b) When the Union requests, in writing, that a member be granted leave of absence from a project to attend Union business, permission to do so shall not be withheld by the Employer except for valid reasons. It is understood that such leave is without pay and the member will not jeopardize their continued employment.
- (c) The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

ARTICLE 10.000 – HEALTH AND SAFETY

10.100 Safety Equipment

- 10.101 (a)** The Employer shall supply to employees, at no cost, all safety equipment, including hearing protective devices 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) All safety equipment and clothing that is provided by the Employer under this

Agreement will be correct fitting for every individual body type, size and gender when available.

- (c) The Employer shall supply a five (5) point safety harness to an employee as required by WSBC. 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.
- (d) 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 agree to adopt and abide by the provisions of the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy ("D&A Policy") and shall be bound by the decisions of the BCD&A Drug & Alcohol Program Society ("D&A Society").

ARTICLE 11.000 – WORKING CONDITIONS

11.100 Harassment and Discrimination

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

11.200 Project Facilities

11.201 Toilets

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

11.202 Drinking Water

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

11.203 Telephone Access

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

11.204 Clean Up Facilities

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

11.300 Lockup

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

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

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

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

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

11.400 Vehicles

No employee shall be 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

Keyhole Saw
Circle Cutter
T-Square
Router
Measuring Tape
Pouch
Framing Clamps
T-Bar Clamps

Rasp
GWB Hammer
GWB Knife
GWB Screw Gun
Kick Lifter
Line Laser*
Chalk Line
T-Bar Punch

Snips	Nippers
Small Square	2' Square
Hammer	

* These tools are not required for an Apprentice.

(b) Drywall Finishers and Drywall Finisher Apprentices

Hawk and Trowel (min. 8")	Pan
Taping Knives six (6) inches and smaller	Drill
Drywall Knife	Whip
Snips	Sanding Pole
Measuring Tape	Line Laser*

* These tools are not required for an Apprentice.

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

11.601 Employees shall submit an inventory of their tools and working apparel on a project to the Employer. This list will be presented on a form provided by the Employer and will include the model, make, serial number and replacement cost of all tools.

11.602 The Employer reserves the right to decline to insure tools it deems are not necessary or are more expensive than required for the job. In that case the employee shall have the right to either take those tools home or continue to use them with insurance only to the level deemed reasonable by the Employer.

11.603 Upon receipt and approval of the tool inventory the Employer will insure tools against theft, or excessive wear and tear or unrecoverable loss during use (e.g. drops into an unrecoverable location).

- 11.604** Upon proof of theft, excessive wear or approved loss the Employer will either replace or cover the replacement cost of any tool that was included on the approved inventory.
- 11.605** Claims for replacement under this insurance must be submitted in writing to the Employer and include the applicants name, the date and time of the loss, the nature of the loss and the tools requested for replacement. Damaged or broken tools must be returned with the application.
- 11.606** All thefts of seventy-five dollars (\$75.00) or more must be reported to the police and the police report claim number must accompany the application for replacement.

ARTICLE 12.000 – JOINT LABOUR/MANAGEMENT INITIATIVES

12.100 DC38 Joint Trade Society

The Parties shall abide by the Constitution and Bylaws of the DC38 Joint Trade Society, with respect to the operation of such Society. The terms of this Agreement shall supersede the Constitution and Bylaws of the DC38 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.

ARTICLE 13.000 – ENABLING PROVISIONS

13.100 Process

- 13.101** The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. 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 (e.g. CIRP Fund) or individual dues to umbrella organizations, without the specific prior written consent of CLR.

13.102 Article 13.000 is specifically intended to provide Employers with competitive relief where deemed necessary. 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 in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement. Refer to Article 13.103 for further details and examples.

13.103 The following example is offered to clarify the intent of Article 13.102. It is not meant to be inclusive of every possible situation, but merely to illustrate potential circumstances which could ultimately arise.

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

13.200 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. 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.

ARTICLE 14.000 – GRIEVANCE PROCEDURE

14.100 Definition

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

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

14.200 Time Limits

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

14.202 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. 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. 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 Mr. Fleming shall have and may exercise all powers of a mediator/arbitrator pursuant to the Labour Relations Code.

14.404 The Parties may mutually agree, in writing, to any other grievance resolution procedure which they agree is appropriate under the circumstances.

14.500 Expenses

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

ARTICLE 15.000 – SAVINGS CLAUSE

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

15.200 In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the Parties

affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.

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

SIGNATURE OF PARTIES

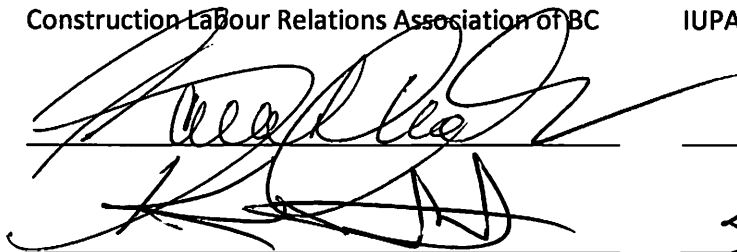
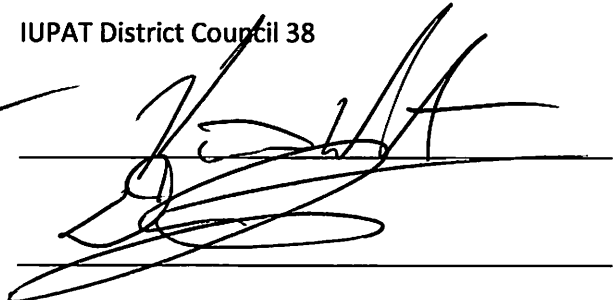
Dated this 4 day of MARCH, 2025

Dated this 7 day of March, 2025.

Signed on behalf of:

Construction Labour Relations Association of BC

IUPAT District Council 38

SCHEDULE "A"**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE****All Projects****Effective June 16, 2024****Employer Contributions**

Employee Classifications:	Index %	Base Rate	VP/SHP 8%	Benefits Plan	Pension Plan	JTS	CAF	AWCC	CIRP	D&A Society	Total Monetary Package
Journey person											
Foreperson (FP)	115%	\$45.11	\$3.61	\$2.02	\$3.00	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$54.65
Certified (CJP)	100%	\$39.23	\$3.14	\$2.02	\$3.00	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$48.30
Latherer Apprentice, DF Apprentice, or Uncertified Tradesperson											
7th Term or Level 7	90%	\$35.31	\$2.83	\$2.02	\$0.41	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$41.48
6th Term or Level 6	85%	\$33.35	\$2.67	\$2.02	\$0.39	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$39.34
5th Term or Level 5	80%	\$31.38	\$2.51	\$2.02	\$0.37	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$37.19
4th Term or Level 4	75%	\$29.42	\$2.35	\$2.02	\$0.35	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$35.05
3rd Term or Level 3	70%	\$27.46	\$2.20	\$2.02	\$0.32	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$32.91
2nd Term or Level 2	65%	\$25.50	\$2.04	\$2.02	\$0.30	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$30.77
1st Term or Level 1	60%	\$23.54	\$1.88	\$2.02	\$0.28	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$28.63
Pre-Apprentice	45%	\$17.65	\$1.41	\$2.02	n/a	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$21.99

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

SCHEDULE "B"**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS****All Projects****Effective June 16, 2024**

		EMPLOYER CONTRIBUTIONS								EMPLOYEE DEDUCTIONS								
Employee Classification		Benefit Plan	Pension Plan	JTS	CAF	AWCC	CIRP	D&A Society	Total Hourly Paid	Admin Dues (2%)	DC 38 Org Fund	W&C IAF	App Trade School	CIRP	Int'l Admin Dues	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted
Foreperson	115%	\$2.02	\$3.00	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$5.93	\$0.78	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.96	\$33.00	\$6.89
CJP	100%	\$2.02	\$3.00	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$5.93	\$0.78	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.96	\$33.00	\$6.89
7 th Term App	90%	\$2.02	\$0.41	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.34	\$0.71	\$0.04	\$0.00	\$1.00	\$0.04	\$0.10	\$1.89	\$33.00	\$5.23
6 th Term App	85%	\$2.02	\$0.39	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.32	\$0.67	\$0.04	\$0.00	\$1.00	\$0.04	\$0.10	\$1.85	\$33.00	\$5.17
5 th Term App	80%	\$2.02	\$0.37	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.30	\$0.63	\$0.04	\$0.00	\$1.00	\$0.04	\$0.10	\$1.81	\$33.00	\$5.11
4 th Term App	75%	\$2.02	\$0.35	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.28	\$0.59	\$0.04	\$0.00	\$1.00	\$0.04	\$0.10	\$1.77	\$33.00	\$5.05
3 rd Term App	70%	\$2.02	\$0.32	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.25	\$0.55	\$0.04	\$0.00	\$1.00	\$0.04	\$0.10	\$1.73	\$33.00	\$4.98
2 nd Term App	65%	\$2.02	\$0.30	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.23	\$0.51	\$0.04	\$0.00	\$1.00	\$0.04	\$0.10	\$1.69	\$33.00	\$4.92
1 st Term App	60%	\$2.02	\$0.28	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.21	\$0.47	\$0.04	\$0.00	\$1.00	\$0.04	\$0.10	\$1.65	\$33.00	\$4.86
UDTF Level 7	90%	\$2.02	\$0.41	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.34	\$0.71	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.89	\$33.00	\$4.23
UDTF Level 6	85%	\$2.02	\$0.39	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.32	\$0.67	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.85	\$33.00	\$4.17
UDTF Level 5	80%	\$2.02	\$0.37	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.30	\$0.63	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.81	\$33.00	\$4.11
UDTF Level 4	75%	\$2.02	\$0.35	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.28	\$0.59	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.77	\$33.00	\$4.05
UDTF Level 3	70%	\$2.02	\$0.32	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.25	\$0.55	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.73	\$33.00	\$3.98
UDTF Level 2	65%	\$2.02	\$0.30	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.23	\$0.51	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.69	\$33.00	\$3.92
UDTF Level 1	60%	\$2.02	\$0.25	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$3.18	\$0.47	\$0.04	\$0.00	n/a	\$0.04	\$0.10	\$0.65	\$33.00	\$3.83
Pre-App	45%	\$2.02	n/a	\$0.73	\$0.13	\$0.00	\$0.04	\$0.01	\$2.93	\$0.35	n/a	n/a	n/a	\$0.04	\$0.10	\$0.49	\$33.00	\$3.42

INDUSTRIAL CONSTRUCTION ADDENDUM

The Industrial Construction Addendum (this "Addendum") shall supersede 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 Journeyperson rate. Second and subsequent meal breaks shall not be considered hours worked.

Day Shift

No shift premium.

Afternoon Shift

The Certified Journeyperson minimum straight time hourly wage rate shall be increased by four dollars (\$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 Journeyperson minimum straight time hourly wage rate shall be increased by four dollars (\$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. 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.

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) 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 supersede any/all contrary application and/or interpretation of this Agreement for work performed on an applicable project(s).

- A. 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. 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 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 supersede 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.

1st Term Lather Apprentice = \$1.290

2nd Term Lather Apprentice = \$1.290

3rd Term Lather Apprentice = \$1.290

4th Term Lather Apprentice = \$1.290

5th Term Lather Apprentice = \$1.755

6th Term Lather Apprentice = \$1.755

7th 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.

APPENDIX "A" – LETTER OF INTERPRETATION RE: MEAL BREAKS

The Letter of Interpretation Re: Meal Breaks (this "LOI") shall supersede 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 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. 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 pm noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 pm 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-quarter ($\frac{1}{4}$) point of the shift and shall not be considered as time worked/earned.
- (b) The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-half ($\frac{1}{2}$) point of the shift and shall not be considered as time worked/earned
- (c) The third one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the three-quarters ($\frac{3}{4}$) 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 pm noon	first meal break (not paid)

3.5 hours	12:00 pm 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 ($\frac{1}{2}$) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected employees in order to determine if a majority of the crew wishes to delay the second meal break until after the one-half ($\frac{1}{2}$) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

5.0 hours	7:00 am to 12:00 pm noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 pm 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)
5.0 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 twenty-three dollar (\$23.00) 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.

APPENDIX "B" – DEFINITIONS AND ABBREVIATIONS

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 BC
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	= 1 ½ 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

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

2024

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Monday Jan 1 st	Monday Jan 1 st
Family Day	Monday Feb 19 th	Monday Feb 19 th
Good Friday	Friday Mar 29 th	Friday Mar 29 th
Easter Monday	Monday Apr 1 st	Monday Apr 1 st
Victoria Day	Monday May 20 th	Monday May 20 th
Canada Day	Monday Jul 1 st	Monday Jul 1 st
* Friday prior to BC Day	Friday Aug 2 nd	Friday Aug 2 nd
BC Day	Monday Aug 5 th	Monday Aug 5 th
Friday prior to Labour Day	Friday Aug 30 th	Friday Aug 30 th
Labour Day	Monday Sept 2 nd	Monday Sept 2 nd
National Day for Truth and Reconciliation	Monday, Sept. 30 th	Monday, Sept. 30 th
Thanksgiving Day	Monday Oct 14 th	Monday Oct 14 th
Remembrance Day	Monday Nov 11 th	Monday Nov 11 th
Christmas Day	Wednesday Dec 25 th	Wednesday Dec 25 th
Boxing Day	Thursday Dec 26 th	Thursday Dec 26 th

2025

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Wednesday Jan 1 st	Wednesday Jan 1 st
Family Day	Monday Feb 17 th	Monday Feb 17 th
Good Friday	Friday Apr 18 th	Friday Apr 18 th
Easter Monday	Monday Apr 21 st	Monday Apr 21 st
Victoria Day	Monday May 19 th	Monday May 19 th
Canada Day	Tuesday Jul 1 st	Tuesday Jul 1 st
Friday prior to BC Day	Friday Aug 1 st	Friday Aug 1 st
BC Day	Monday Aug 4 th	Monday Aug 4 th
* Friday prior to Labour Day	Friday Aug 29 th	Friday Aug 29 th
Labour Day	Monday Sept 1 st	Monday Sept 1 st
National Day for Truth and Reconciliation	Tuesday Sept 30 th	Tuesday Sept 30 th
Thanksgiving Day	Monday Oct 13 th	Monday Oct 13 th
Remembrance Day	Tuesday Nov 11 th	Tuesday Nov 11 th
Christmas Day	Thursday Dec 25 th	Thursday Dec 25 th
Boxing Day	Friday Dec 26 th	Friday Dec 26 th

* 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.

2026

General Holiday	Actual Date	Observed Date
New Years' Day	Thursday Jan 1st	Thursday Jan 1st
Family Day	Monday Feb 16th	Monday Feb 16th
Good Friday	Friday Apr 3rd	Friday Apr 3rd
Easter Monday	Monday Apr 6th	Monday Apr 6th
Victoria Day	Monday May 18th	Monday May 18th
Canada Day	Wednesday Jul 1st	Wednesday Jul 1st
* Friday prior to BC Day	Friday Jul 31st	Friday Jul 31st
BC Day	Monday Aug 3rd	Monday Aug 3rd
Friday prior to Labour Day	Friday Sept 4th	Friday Sept 4th
Labour Day	Monday Sept 7th	Monday Sept 7th
National Day for Truth and Reconciliation	Wednesday Sept 30th	Wednesday Sept 30th
Thanksgiving Day	Monday Oct 12th	Monday Oct 12th
Remembrance Day	Wednesday Nov 11th	Wednesday Nov 11th
Christmas Day	Friday Dec 25th	Friday Dec 25th
Boxing Day	Saturday Dec 26th	Monday Dec 28th

* 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.

APPENDIX "D" – LIST OF SIGNATORY EMPLOYERS

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

Effective the date of signing, 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.