

# **The Carpenters, Floorlayers and Allied Workers Bargaining Council**

(Hereinafter referred to as the "Union")



**AND**

## **Access Rigging Services**

(Hereinafter referred to as the "Employer")

# **COLLECTIVE AGREEMENT**

## **ARTICLE 1.000 - OBJECTS**

The objects of this Agreement are to: stabilize the construction industry; provide fair and reasonable working conditions and job security for Employees in the industry; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement.

## **ARTICLE 2.000 - EFFECTIVE DATE AND DURATION**

**2.100** This Agreement shall be for the period from and including August 16, 2004 to and including August 15, 2006 and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

**2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.

## **ARTICLE 3.000 - EXTENT**

**3.100** This Agreement shall apply to all areas of the Province of British Columbia and shall apply to all employees in the bargaining unit, save and except supervisors, office personnel and sales staff.

**3.200** The Employer signatory to this Agreement shall not contract or sub-contract any work within the jurisdiction of the UBCJA which is to be performed at the job site, except to a contractor who holds an agreement with the CFAW unless otherwise mutually agreed to.

## **4.1.00 Hourly Wage Rates –Commercial**

The following schedule of minimum straight time hourly wage rates shall apply.

Foreman	28.66
Journeyman	24.59
Apprentices:	
8th Term (90%)	22.13
7th Term (85%)	20.90
6th Term (75%)	18.44
5th Term (70%)	17.21
4th Term (65%)	15.98
3 <sup>rd</sup> Term (60%)	14.75
2nd Term (55%)	13.52
1st Term (50%)	12.30
Mat. Handler/Pre-Apprentice (50%)	12.30

**4.101** Foremen shall be paid an hourly differential established by dividing the applicable Journeyman rate by the number of hours in the regular workday and adjusting to the nearest cent. A Foreman working on a Commercial/Institutional projects shall be paid fifty cents (\$0.50) per hour in addition to the hourly differential.

**4.102** Journeyman shall be defined as a Carpenter, Carpenter-Lather, or other trade employed directly.

**4.103** Apprentice and Material Handler/Pre-Apprentice rates shall be based on the Journeyman rate applied to the job being worked.

**4.104** The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the Carpenter. The Material Handler/Pre-Apprentice shall not perform that work of the Carpenter which requires the use of the tools of the trade, or the handling, erection, and dismantling of scaffolding from the job site stockpile, through erection and back to the job site stockpile. A Material Handler/Pre-Apprentice shall in the case of competent workers be a possible source of future apprentices.

#### **4.105 Monetary Package Increase**

A monetary package increase (inclusive of wages, vacation and statutory holiday pay, health, welfare pension and training funds) may be negotiated within the Industry during the life of this agreement. The Employer agrees to implement the increase not later than one week following the Industry settlement.

#### **4.200 Metro Travel**

**4.201** Add seventy-five cents (\$0.75) to the hourly wage in the Vancouver-New Westminster; Victoria, Duncan, Nanaimo, and Courtenay-Campbell River metropolitan areas. The precise area is as drawn on the maps established by the CFAW. Copies may be viewed at the Union's offices.

#### **4.300 First Aid Attendant**

Employees who act as first aid attendants shall receive an additional seventy-five cents (\$0.75) per hour above their wage rate.

#### **4.400 Hazard Pay**

Each Employee shall receive a premium of fifty cents (\$0.50) per hour (minimum four (4) hours) for;

**4.401** Swing stages and/or bosuns chairs.

**4.402** Scaffold erection/dismantling while working above the height of seventy (70) feet as measured from the base plate.

#### **4.500 Annual Vacation and Statutory Holidays**

##### **4.501 Vacation Pay and Statutory Holiday Pay**

Vacation and statutory holiday pay, combined in an amount equal to twelve percent (12%), shall be paid on the gross hourly earnings. Such amount shall be paid on each pay day and upon termination.

##### **4.502 Annual Vacation Schedule**

Employer contributions and Employee deductions shall be calculated on the basis of hours earned for work performed on Industrial projects, and on the basis of hours worked for work performed on Commercial/Institutional projects.

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

##### **4.503 Statutory Holidays**

(a) The recognized statutory holidays are: New Year's Day, Heritage Day (3<sup>rd</sup> Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding British Columbia Day, British Columbia Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a holiday by the Federal and/or Provincial Governments.

(b) On Commercial/Institutional projects, Heritage Day and the Friday preceding Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.

(c) When a statutory holiday falls on a Saturday, or Sunday, the following work day(s) will be observed.

(d) All work performed on statutory holidays or days observed in place of statutory holidays shall be paid for at double time rates in addition to the twelve percent (12%) vacation pay and statutory holiday pay as required in accordance with Article 4.501.

(e) No work shall be done on Labour Day.

#### **4.600 Employer Contributions and Employee Deductions**

The Employer shall make payment to the CFAW, on or before the fifteenth (15) of each month, for hours worked/earned in the previous month in accordance with the following schedules:

##### **4.601 Employer Contributions (Journeypersons)**

Floorlayers Benefit Plan	1.75
Selected RRSP Plan	2.34
CFAW Administration Funds	0.440
CFAW Apprenticeship and Training Fund	0.170
BC Construction Industry Rehabilitation Plan	0.020
BCYT Building Trades Council Fund	0.04

##### **4.602 Employer Contributions (Apprentices, Material Handlers/Pre-Apprentices)**

Floorlayers Benefit Plan	1.75
Selected RRSP Plan	2.34
Carpenters Joint Advisory and Administration Funds	0.440
Carpentry Apprenticeship and Training Fund	0.170
BC Construction Industry Rehabilitation Plan	0.020
BCYT Building Trades Council Fund	0.04

#### **4.602 PAYMENT OF WAGES**

##### **4.603 Frequency**

(a) The Employer shall pay each Employee covered by this Agreement, weekly or every two (2) weeks, all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment.

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

- (c) If a Statutory Holiday falls on the regular pay day, payment of wages shall be made on the regular working day preceding the Statutory Holiday.
- (d) In the event an Employee is terminated for any reason, the Employer shall pay such Employee all monies due, including annual vacation and Statutory Holiday pay, within three (3) working days or the next regular pay day, whichever first occurs.
- (e) Where a payroll is not met within the prescribed time, unless proper reasons for delay are forthcoming, it shall not be considered a violation of this Agreement for the Employees to cease work until payment of wages or other arrangements are made.

#### **4.604 Statements**

- (a) The Employer shall provide a separate or detachable itemized statement with each pay showing the hourly rate, the number of hours at the overtime rate (not to be converted into hours at the regular rate), the gross earnings, each individual item clearly itemized, the total deductions and the Employee's net pay.
- (b) When Annual Vacation pay and Statutory Holiday pay is paid, the gross earnings on which such pay was calculated shall be shown, and all deductions clearly itemized.

### **CLAUSE 5 -- CHECK OFF**

**5.01** The Employer agrees to accept and honor the check off Union fees and dues pursuant to the provisions contained in the Labour Relations Code of BC.

**5.02** The Union shall provide check off authorization cards to each Employer, and the applicable Union fees and dues shall be deducted from the first pay of each month and forwarded to the Financial Secretary's address as the Union may designate from time to time.

#### **5.03 Failure to Remit**

In the event an Employer fails to remit Employer contributions and Employee deductions in accordance with the foregoing provisions of this Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

The 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 shall require a ten percent (10%) penalty of the amount of the late payment.

## **6.00 Union Securities**

### **6.01 Hiring Slip**

(a) Employees covered by this Agreement shall obtain a hiring slip through the Union Office prior to commencing work. Outside of the Lower Mainland, this process may be accomplished by telephone with follow-up mail. The hiring slip shall have such information as the Employee's name, category, rate of pay, Social Insurance Number, etc.

(b) On out-of-town projects where "local hires" are required, a new Employee may be hired, provided the Employee is a member of the Union or a permit is arranged for; and the Employer agrees to notify the Union for a hiring slip as soon as possible.

(c) Nothing in this Clause is intended to prevent a Union member from obtaining a job, or the Employer from name requesting an unemployed Union member, providing that in either case a hiring slip is obtained or arranged for from the Union prior to the commencement of work.

### **6.02 Job Stewards**

Job Stewards shall be recognized on all projects and shall not be discriminated against.

### **6.03 Business Agents**

Union Business Agents shall have access to all jobs covered by this Agreement, after first notifying the Employer, however, in no way will such Agent(s) interfere with the Employees during working hours unless permission is granted.

## **CLAUSE 7 -- HOURS OF LABOUR AND OVERTIME RATES**

Notwithstanding the following provisions, hours of work may be varied to meet special conditions with the approval of the Union.

### **7.01 Regular Hours of Work**

(a) Seven and one-half (7½) hours shall constitute a regular day's work between the hours of 8:00 am and 4:00 pm. Five (5) days shall constitute a week's work from Monday 8:00 am to Friday 4:00 pm.

(b) Employees shall be allowed a five (5) minute pick-up period prior to quitting time.

(c) The Parties acknowledge the need to establish hours of work that will allow Employers to operate on a competitive basis with the non-union sector by maximizing productivity. The Parties may also, upon mutual agreement, establish alternate hours of work from those stipulated herein, on all work governed by this Agreement, or a portion thereof. Notwithstanding the foregoing, the hours of work that may be established via an individual project agreement shall, on such project and for the duration of such project, supersede the terms and conditions contained within this Agreement.

### **7.02 Rest Breaks**

On a regular shift; two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. Where work is required for a period up to ten (10) hours, a third rest break will be taken at the end of eight (8) hours.

### **7.03 Inclement weather**

In the event of inclement weather which poses a safety hazard, the Employer will inform the Employees in advance not to come to work. In the event of a lost work day during the week, a make-up day will be worked on Saturday at straight time rates.

### **7.04 Call Out Time**

An Employee reporting for work at the call of the Employer and not being able to start work because work is not available shall receive not less than two (2) hours pay. Any Employee commencing work shall receive not less than four (4) hours pay.

### **7.05 Pay Days**

(a) Employees shall be paid every two (2) weeks on Friday, on the job prior to quitting time, or by electronic deposit.

The Employer shall hold back no more than five (5) days' pay in any pay period.

(b) If the regular payday falls on a statutory holiday, Employees shall be paid on the preceding working day. All Employees shall be paid wages in full at time of termination or a cheque will be mailed to them not later than the following day.

### **7.06 Pay Slips**

The Employer shall provide an itemized statement with each pay to show; the Employer's name, the number of hours at straight time and overtime rates, vacation and statutory holiday pay; total deductions, check-out and daily travel allowances.

### **7.07 Meal Allowance**

Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hour will be provided at the end of eight (8) hours, to be paid at straight time rates. If a second meal break is provided; the third rest break shall not be taken. There shall be no work period of more than five (5) hours without a meal break. There shall be a rest period break two (2) hours after each meal period.

## **ARTICLE 8.00 - SAFETY CONDITIONS**

### **8.01 Safety**

All equipment, tools, and materials must conform and be utilized in conformity with applicable Provincial and/or Federal regulations, Acts and Laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

**8.02** 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. Refusal of an Employee to abide by the WCB Regulations may be considered cause for dismissal.

### **8.03 Safety Equipment**

The Employer will supply to Employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (i.e. safety hats and rubber clothing). Only safety belts with leg and shoulder straps are to be used. In the event the Employee wants to provide his own safety equipment, they must comply and meet all safety regulations and be approved for use by the Employer prior to work commencing.

### **8.04 Accompany Compensation Inspectors**

The head job steward or, where there is a Safety Committee, a Union representative of this committee, shall accompany the WCB Inspector on all project inspections.

### **8.05 Injured or Sick Employees**

**8.06** Employees staying in Employer supplied accommodations who are injured on the job and who require transportation costs not covered by the WCB either to their point of hire or back to the job shall be paid such transportation cost.

**8.06** When an Employee becomes ill or is injured in an accident not covered by WCB while being lodged in Employer supplied accommodation and the first aid attendant or a doctor recommends off-site treatment or return to the Employee's point of hire, transportation costs shall be borne by the Employer as will transportation costs back to the job, provided work is available.

**8.07** In cases of Employees requiring off-site medical attention which prevents their 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.

## **ARTICLE 9.00 - WORKING CONDITIONS**

### **9.01 Sexual Harassment**

The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment.



## **9.02 Lay-Off Notice**

The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time. One (1) hour's notice of discharge will be given by the Employer or one (1) hour's pay allowed in lieu thereof to enable an Employee to get personal tools gathered together and put in shape for the next job.

## **9.03 Lockup**

9.04 A lockup shall be provided exclusively for Employees, and shall be used for Employees' tools, drying clothes, a dressing room, as well as a lunch room.

9.05 Such lockup shall have a minimum of fifteen (15) square feet of floor space per Employee, and shall be located on the ground, or not higher than the first floor of the building.

9.06 The lockup shall have tool racks, table and benches with provision for drying clothes. It shall also have windows and venting with adequate lighting; and provisions for continuous heat twenty-four (24) hours a day.

9.07 Where shifts are to be operated, an exclusive lockup for Employees' tools on each shift will be provided, the same provisions as above to prevail.

9.08 The Employer shall be responsible for having the tool lockup cleaned out daily and kept cleared of building materials and other construction paraphernalia.

## **10.00 Tools and Equipment**

### **10.01 Equipment Supplied**

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

### **10.02 Insurance**

(a) The Employer must assure the safety of Employees' tools and working apparel against fire and burglary or loss when working over water or such other areas where tools cannot be retrieved while in the Employer's employ, and in event of loss thereby replace same.

(b) If so requested by the Employer, the Employee shall submit to the superintendent or company representative an inventory of tools and working apparel on the job.

## **11.00 Facilities**

### **11.01 Toilets**

Chemical or flush toilets shall be provided from the commencement of work on all jobs; and cleaned out daily. Toilet paper will be provided. There shall be a minimum of one (1) unit for each fifteen (15) building tradespersons on a job site.

## **11.02 Clean Up**

Clean up facilities, hand cleanser, and paper towels shall be provided on all jobs.

## **11.03 Drinking Water**

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

## **12.00 Employee Use of Personal Vehicle**

(a) An Employee shall not use a personal vehicle on Company business without authorization of a recognized official of the Employer.

(b) It shall not be deemed a violation of this Agreement if an Employee refuses to use his/her personal vehicle and/or to carry material and/or equipment therein, on Company business.

(c) An Employee who uses a personal vehicle for carrying Company material and/or equipment to attend a project shall receive sixteen dollars (\$16.00) for each shift.

## **13.00 Telephone**

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

## **14.00 Protective Clothing**

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

## **15.00 Welders**

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

## **16.00 GRIEVANCE PROCEDURE**

### **16.01 Definitions**

(a) A "Grievance" shall be defined as any difference by the Parties to this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Notwithstanding the foregoing, the layoff of an Employee(s) for reasons of project efficiency or reduction of forces on suspension or completion of work shall not be defined as a discharge.

**(b)** The use of the term "Party" within this Clause shall reference one (1) the Parties to this Agreement (i.e. the Union and a signatory Employer).

### **16.02 Time Limits**

No grievance shall be entertained unless instituted by the aggrieved Party within thirty (30) days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (15) days of its occurrence. Notwithstanding the foregoing, such time limits do not apply to wage claims.

### **16.03 Procedure**

When a grievance arises under the terms of this Agreement, it shall be taken up in the manner as set out below. All grievances shall be finally and conclusively settled in the following manner:

**Step #1:** The Union shall first discuss the grievance with the Employer, and if they mutually agree their decision shall be final.

**Step #2:** Failing settlement within three (3) working days, and upon written notice from the aggrieved Party, each Party shall, within three (3) working days, appoint three (3) persons to be members of a Joint Committee. Such Committee shall meet within five (5) days of its appointment, or such longer period of time as may otherwise be mutually agreed upon, and shall be charged with examining the particulars of the grievance and determining a resolution which shall then be submitted to both Parties for approval.

**Step #3:** In the event the Joint Committee fails to resolve the grievance conclusively within five (5) calendar days of its appointment, or such longer period of time as may otherwise be mutually agreed upon, then the grievance shall be submitted to an Arbitration Board of three (3) persons.

**Step #4:** The following procedures shall apply to the establishment and operation of the Arbitration Board.

**(a)** The Union and the Employer shall each appoint one (1) person to the Arbitration Board.

**(b)** In the event that either Party should fail or neglect to appoint one (i) such person to the Arbitration Board within three (3) working days of receipt of written notice from the other to do so, the aggrieved Party may then request the Labour Relations Board (LRB) to make such appointment on the other Party's behalf. Such appointment shall be a person deemed fit for such purpose, and shall be deemed to have been by the Party who failed or neglected to make the necessary appointment on their own.

**(c)** The two (2) Arbitrators so appointed shall confer to select a third Arbitrator who shall also be Chair of the Arbitration Board. In the event such two (2) Arbitrators are

unable to mutually agree on a third Arbitrator within three (3) working days, or such longer period of time as may otherwise be mutually agreed upon, of the appointment of the second Arbitrator, either Arbitrator may apply to the LRB to appoint the third Arbitrator.

**(d)** The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within five (5) working days, or such longer period of time as may otherwise be mutually agreed upon, from the date of appointment of the Chairman.

**(e)** The decision of the majority of the Arbitrators shall be considered the award of the Arbitration Board and shall be final and binding upon the Parties to the dispute. The Arbitration Board shall deliver its award to each of the Parties and they shall implement it forthwith.

**(f)** Each Party shall pay the fees and expenses of the Arbitrator appointed by themselves, or on their behalf, plus one-half percent (½%) of the fees and expenses of the Chairman. Each Party shall also pay one-half (½%) of the general fees and expenses (i.e. secretarial, etc.) incurred by the Arbitration Board.

**Step #5:** Notwithstanding Step .44 above, upon mutual agreement of the Parties to the Grievance such grievance may, as an alternative, be referred to a single Arbitrator rather than all Arbitration Board. In such a case, the appointment of the single Arbitrator shall also be as mutually agreed by the Parties. However, in the event the Parties are unable to agree, they may apply to the LRB to make such appointment on their behalf.

## **CLAUSE 17 - SAVINGS CLAUSE**

**17.01** In the event that any provision of this Agreement, or part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; and such remaining portions shall continue in full force and effect.

**17.02** In the event that any Clause or Section is 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 Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

**ARTICLE 18.000 - JURISDICTIONAL RECOGNITION**

**18.100** The broad, evolving trade autonomy of the UBCJA includes at its core, but is not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fibre, cork and composition, and all other substitute materials, as well as the handling, cleaning, erecting, installing, repair, renovation, maintenance, and dismantling of all machinery, equipment and all materials used by members of the UBCJA.

**18.200** The Union's claim of jurisdiction, therefore, covers all kinds of work being performed by members of the UBCJA, and includes but is not limited to the following classifications: Carpenters and Joiners; Scaffolders; Millwrights; Underpinners, Timber Workers; Stair Builders; Shinglers, Siders; Insulators; Acoustic and Dry Wall Applicators; Lathers, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing material on any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade; the erection and placement of all materials used in lathing procedures; and all work with and on robotics, included but not limited to, rigging, handling, installing, maintaining, programming, and use of all stationary and/or portable robots, this includes the use of all robots used in any industry, including the nuclear field.

**18.300** When the terms "Carpenter(s)" or "Carpenter(s) and Joiner(s)" are used, it shall mean all the divisions and subdivisions of the trade.

SIGNED THIS            8th    DAY OF            April, 2005

SIGNED ON BEHALF OF:

EMPLOYER            Geoff Grainger

UNION                    Michael Autzen



