

**THE BRITISH COLUMBIA
PROVINCIAL COUNCIL OF CARPENTERS
STANDARD ALL EMPLOYEE AGREEMENT – 2000 – 2003**

THIS AGREEMENT, dated for reference the

BY AND BETWEEN:

(hereinafter referred to as "THE EMPLOYER")

AND:

THE BRITISH COLUMBIA PROVINCIAL COUNCIL OF CARPENTERS

(hereinafter referred to as "THE COUNCIL") on behalf of its affiliated Local Unions

Nos.			
513	Port Alberni	1540	Kamloops
527	Nanaimo	1598	Victoria
1081	Kitimat	1719	Cranbrook
1237	Dawson Creek	1735	Prince Rupert
1346	Vernon	1812	Duncan
1370	Kelowna		
		1907	Chilliwack-Mission
		1989	North Vancouver Island
		1995	Vancouver/New Westminster
		1998	Prince George
		2068	Powell River
		2300	Castlegar
		2493	Quesnel
		2736	Millwrights

(hereinafter referred to as "THE UNION")

CLAUSE 1 – OBJECTS

1.01 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.

CLAUSE 2 – EFFECTIVE DATE AND DURATION

2.01 This Agreement shall be for the period from and

including May 1, 2000 to and including April 30, 2003 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.

2.02 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.

2.03 "Notice of lockout" shall only operate as terminating this Agreement if such notice is followed by the actual refusal to employ Union members on a project(s); and the Agreement is terminated only when the actual lockout occurs; such Employer agrees that it shall not issue notice of lockout later than two months following the concluding of a new Carpenters' Standard Agreement in the industry; and, further, the Employer agrees that if it does not give notice of lockout and impose an actual lockout within the aforesaid time limit, it shall be bound by the terms and conditions of the new Carpenters' Standard Agreement as negotiated from time to time in the industry.

2.04 The operation of Section 50 (2&3) of the Labour Relations Act is hereby excluded.

CLAUSE 3 – EXTENT

3.01 Scope and Recognition

This Agreement shall apply to all employees except those excluded in the British Columbia Labour Relations Board Certification.

The law, the certification, and this Agreement are the source of rights of the Union and any employee covered by this Agreement.

The Employer recognized the Union as the sole and exclusive bargaining agent for the employees as defined in the British Columbia Labour Relations Board certification order.

3.02 No person shall solicit membership in any other labour organization, or collect dues, initiation fees, fines, or assessments for any other labour organization on company time or job site.

3.03 Union Orientation

The Union may familiarize the new employees with the Union. The shop steward or designate may spend up to 15 minutes with new employees during their first week of employment. Time spent will be considered as time worked with no loss in pay and benefits.

3.04 This Agreement will apply to all areas of the Province of British Columbia.

3.05 All employees in the employment of the Employer shall as a condition of employment maintain membership in good standing in the Union.

The Employer agrees that it will not contract out

such work to be performed at the job site which is normally done by the employer's member employees except to employers who are signatory to this Agreement or the B.C. Provincial Council of Carpenters' Standard Agreement, or the Pile Drivers, Divers, Bridge, Dock, and Wharf Builders' Local Unions 2404 and 1549 Standard Agreement, or the Floorlayers Local Union 1541 Carpet and Resilient Floor Covering Agreement, or the Floorlayers Local Union 1541 Hardwood Flooring Agreement, or the Okanagan Floorlayers Local Union 1702 agreements without first obtaining written permission from the Union.

3.06 Industrial Work

Any and all work performed on an industrial project will be performed under the Industrial Addendum unless otherwise covered by a separate agreement.

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

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

3.07 Union/Management Committee

The Employer and the Union agree to hold Union/Management meetings if requested by either party. The purpose of the committee will be to resolve:

1. Matters concerning the appropriateness of work assignments and job descriptions.
2. Matters of mutual interest and concerns.

This does not preclude any disputes being resolved under other clauses within this collective agreement.

The Union/Management Committee will have equal numerical representation from both parties.

The committee will consist of a minimum of two (2) members from each party.

Employees shall suffer no loss of regular earnings while in attendance at any committee meetings recognized under this collective agreement. Attendance at such meetings outside regular work hours will be paid at regular straight time.

An authorized business agent or designate of the local union shall be present at any committee meeting with the company.

CLAUSE 4 – WAGES, EARNINGS, CONTRIBUTIONS, AND DEDUCTIONS

Wage rates and job classifications shall not be changed without the agreement of the Union.

If the parties are unable to reach agreement on a job classification, the dispute shall be settled by arbitration.

Listed below are the wage rate and benefit package contributions for the period May 1, 2000 through April 30, 2003.

4.01 Hourly Wage Rates – Commercial-Institutional

* (minimum only)

	May 1, 2000
Tradesperson**	24.46
Foreman	28.02
Utility person	18.35
Helper*** up to 100 hours	55% Tradesperson's rate
100 – 200 hours	60% Tradesperson's rate
200 hours +	65% Tradesperson's rate

** To be defined as Carpenter, Carpenter-Lather, or other trade employed directly.

*** The work of the Helper shall include the handling on the job site of all material or materials falling within the jurisdiction of the Carpenter. The Helper 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 jobsite stockpile, through erection and back to the jobsite stockpile. A Helper shall in the case of competent workers be a possible source of future apprentices.

If the rate of pay for the job classification to which the employee is transferred *is less than the employee's regular rate of pay* for the job classification from which the employee has been transferred, the employee *shall receive his/her regular rate of pay* during such transfer.

If the rate of pay for the job classification to which the employee is transferred *is higher than the employee's regular rate of pay* for the job classification from which s/he has been transferred, the employee *shall receive the higher rate of pay* for the job classification to which s/he has been transferred.

4.02 Apprentice

* (minimum only) To be based on the Tradespersons rate applied to the job being worked.

To apply to apprentices indentured after the date of ratification of this agreement (millwrights excepted):

- 1st six months – 50%
- 2nd six months – 55%
- 3rd six months – 60%
- 4th six months – 65%
- 5th six months – 70%
- 6th six months – 75%
- 7th six months – 85%
- 8th six months – 90%

4.03 Foreman Rate – Method of calculating

Foremen shall be paid an hourly differential established by dividing the tradesperson's rate by the number of hours in the regular work day and adjusting to the nearest cent as per above. Foremen on Commercial-Institutional work will be paid an additional fifty cents (\$0.50) per hour.

4.04 First Aid Attendant

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

4.05 Hazard Pay

Each member shall receive a premium of fifty cents (\$0.50) per hour (minimum four hours) for:

- Swing stages and/or bosuns chairs.
- Scaffold Erection / Dismantling while working above the height of seventy (70) feet as measured from the base plate.

4.06 Vacation Pay and Statutory Holiday Pay

Vacation and statutory holiday pay, combined in an amount equal to twelve percent, shall be paid on the gross hourly earnings. Said amount shall be paid on each pay day and on termination.

4.07 Annual Vacation Schedule

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

4.08 The recognized statutory holidays are: New Year's Day, the third Monday in February, Good Friday, Easter Monday, Empire 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. When a statutory holiday falls on a Saturday, or Sunday, the following work day(s) will be observed. 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 statutory and annual holiday pay as outlined above. No work will be done on Labour Day.

4.09 Contributions and Deductions

The employer shall make payment to the Carpentry Workers Fund, on or before the fifteenth (15) of the month, for hours earned in the previous month, on account of the following funds:

*Carpentry Workers Welfare and Pension Plans (CWWP/CWPP)	\$3.535
Carpentry Apprenticeship & Training Fund (CATF)/ Carpentry Lather Joint Advisory and Apprenticeship Committee (CLJAAC)	.17
B.C. Construction Industry Rehabilitation Fund (BCCIRF)	.02
B.C. Construction Industry Health and Safety Fund (BCIHSF)	.02
Carpenters Joint Advisory and Administration Funds (CJAAF)	.40
Field Dues (wage deduction)	.52
Total remittance:	\$4.665

Pension Increase – Industrial Only	
May 1, 2001	.26
May 1, 2002	.27

4.10 Field Dues

The Employer will deduct such hourly amount as the Council directs, and forward same to the Carpenters' Dues Supplement Fund as directed by the Council.

4.11 Local Union Check Off

Where applicable, the Employer will deduct such hourly amount as the Local Union directs, and forward same to the Local Union.

4.12 In the event an Employer fails to remit contributions in conformity with the foregoing provisions of this Agreement it shall be deemed as a payroll failure as per clause 4.19 and the Union is free to take any economic action it deems necessary against such an Employer, and such action shall not be considered a violation of this Agreement.

4.13 Penalties for Delinquent Payment of Contributions and/or Deductions:

(a) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.

(b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and statutory holiday the Union shall require a ten percent (10%) penalty of the amount of the late payment.

PAYMENT OF WAGES

4.14 Pay Days

The members of the Union (employees') shall be paid every two (2) weeks on Friday, on the job prior to quitting time, or by electronic deposit. The Employer will hold back no more than five (5) days' pay in any pay period.

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

4.16 Payroll Penalty

Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer, and shall receive his usual wages and conditions until there is compliance with the conditions.

4.17 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, statutory holiday and vacation pay, total deductions, check-out and daily travel allowances.

4.18 Wage Bond

Before members are dispatched to any Employer who has not been signatory to the Carpenters' Standard Agreement for a minimum of two years, such Employer

may be required to deposit a bond suitable to the Union of up to fifteen thousand dollars (\$15,000.) with the B.C. Provincial Council of Carpenters for use in default of payment of wages, welfare contributions, vacation pay, statutory holiday pay, or any other contributions or payments provided by the Carpenters' Standard Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

4.19 Payroll Failures

Where there have been instances of payroll failures by the Employers, or principals or directors, to meet payroll requirements, the Union shall have the right to:

- (a) inspect the Employer's payroll; and/or
- (b) require the posting of a suitable bond; and/or
- (c) require that payments of wages and other payroll requirements be by cash or certified cheque.

CLAUSE 5 – HOURS OF WORK

5.01 The regular work day shall be eight (8) hours between the hours of 7:00 a.m. and 5:00 p.m. with a half hour mid-shift lunch break. The regular work week shall be five (5) days between Monday 7:00 a.m. and Friday 5:00 p.m. Regular hours may be varied by mutual consent of the parties to this agreement.

5.02 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. Where work is required beyond ten (10) hours, a second meal break of one-half (½) 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.

5.03 Compressed Work Week

A compressed work week of four (4) days per week, may be established by mutual agreement between the Employer and the Union. In the event a fifth day is worked, it would be paid at time and one-half. If a sixth day is worked, it would be paid at double time.

5.04 Starting and Quitting Time

Starting time shall be at the lock-up or tool room, which shall be located not higher than one floor above ground level. A five minute pick-up period shall be allowed prior to quitting time. A company representative shall be responsible for a suitable signal for all starting and quitting times.

5.05 Shifts

The Employer shall determine whether one, two or three shifts shall be worked. Unless it is necessary to make the best use of daylight hours, tide conditions, or overcome the problems raised by fire hazards or other emergency conditions. Shifts' shall be as set out in the industrial addendum.

5.06 Special Jobs

With the exception of industrial work, on jobs in occupied buildings where work must be done after regular working hours, such work shall commence as soon as possible after 4:00 p.m. and the following premiums shall be paid.

8 hours worked – 9 hours pay

On overtime days, premiums shall be paid at the applicable overtime rates.

Once the hours of work for special jobs have been established, they shall be continually observed.

5.07 Call-Out Time

Any Union member being called to a job and not being required shall be paid four (4) hours' time at straight or overtime rates as required. Any member who works beyond the mid-shift lunch break shall be paid for the full shift.

5.08 However, in the event that work cannot commence or continue due to inclement weather, or for reasons of safety, the employer shall decide who will be required to work inside and the job steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

CLAUSE 6 – OVERTIME AND MEAL ALLOWANCES

6.01 Overtime

Overtime on Commercial-Institutional work up to two (2) hours per day Monday to Friday, holidays excluded, shall be paid for at time and one-half (1½). All other hours worked outside the regular hours, or the accepted variations, and outside the established shift hours, shall be considered overtime until a break equal to one full shift occurs, and shall be paid for at double time rates.

6.02 Meal Allowance

When work is to exceed ten (10) hours, a hot meal shall be supplied at the end of the regular shift, plus one-half (½) hours' pay at straight time, and thereafter at four (4) hour intervals. There shall be no work period of more than five (5) hours without a meal break. There shall be a coffee break two (2) hours after each meal period.

CLAUSE 7 – TRANSPORTATION

7.01 The following travel conditions shall apply to members regardless of where their services are obtained.

7.02 Out of Town Travel

To travel to and from a job, Union members, on leaving their home or place of domicile, shall receive first class transportation from the nearest transportation terminal, including sleeper for night travel, supplied and paid for by the members' prospective Employer; also travelling time and meals while travelling.

7.03 When the time spent travelling from the point of embarkation to the project is less than eight (8) hours a minimum of eight (8) hours travelling time will be paid as travelling time, providing that on arrival such member will work the remainder of a regular shift when requested to do so; and on failure to comply will be paid only the actual time spent travelling.

7.04 When on returning to the point of embarkation from the project the time spent travelling is four (4) hours or less, a minimum of four (4) hours will be paid as travelling time. When the time spent travelling exceeds four (4) hours, eight (8) hours will be paid as travelling time in any twenty-four (24) hour period.

7.05 If travelling time exceeds twenty-four (24) hours, then the first hours travelled in each twenty-four (24) hour

period shall be paid as travelling time. An amount equal to, but not exceeding, one regular shift will be paid as travelling time in any twenty-four (24) hour period.

7.06 Periodic Leave

On out-of-town projects, of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first-class transportation and expenses to the point of departure and back to the job.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the Employee and the Employer. The timing of the leave shall also be decided by mutual agreement. In no event will Employees receive leave unless they actually return to their place of departure. Living-out allowances shall not be paid during leave periods.

The phrase "Out-of-Town Projects" shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the Employer of five (5) or seven (7) days to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic or turnaround clauses.

Employees qualifying for leave shall be returned to the transportation terminal nearest the Employee's domicile except members from other locals or out of province Employees who shall be returned to the point of dispatch within the province of B.C.

There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.

7.07 Compassionate Leave

Members working in remote areas where room and board is provided shall be eligible for leave for authentic compassionate reasons; such leave to be by mutual agreement whereupon the member will receive only his fare both ways.

7.08 Tool Transport

The cost of transporting members' tools shall be paid for by the Employer. The members will normally take their tools with them; however, when the Employer makes other arrangements for transporting the member's tools

such member shall not suffer loss of wages because their tools are not available to them.

7.09 Injured Members' Tools

The Employer agrees to transport a sick or injured member's tools to the member's point of dispatch.

7.10 Fare Paid

There shall be no deduction from a member's wages for transportation or meals while travelling; save in the case of a member quitting for no good reason when having been on the job less than fifteen (15) calendar days; then the Employer may deduct the cost of meals, transportation and travelling time to the job. In the case of a member quitting when having been on the job more than fifteen (15) calendar days but less than thirty (30) calendar days, return transportation and travel time need not be paid by the Employer.

7.11 Local Travel

On all jobs situated within eight (8) kilometres of the centre of any incorporated city, town, village, or district in or nearest to which a member is residing, such member will travel daily to and from such job at no cost to the Employer.

On jobs situated beyond eight (8) kilometres from such centres, such member will receive thirty-eight cents (\$0.38) per kilometres each way as a daily travel allowance up to a distance of 30 kilometres or a total of forty (40) road kilometres from such centre. All additional mileage to jobs beyond forty (40) road kilometres from such centre will be paid at a rate of forty four cents (\$0.44) per kilometre each way for such additional mileage to reimburse the member for daily travel.

7.12 Local Travel – When Accommodation is Provided

When Employer-supplied accommodation is provided, members will travel daily from their permanent place of residence to the job and return provided:

- (a) the member has been a local resident thirty (30) days prior to the commencement of the job, and
- (b) the maximum distance to the job from the centre of any incorporated city, town, village, or district in or nearest to which a member is residing is eighty (80) kilometres, and
- (c) the time spent travelling to the job or return, at safe speeds and including time on ferries etc., is a

maximum of seventy-five (75) minutes.

Members who do not qualify as local residents as provided in Clause 9.02 shall be provided first class room and board supplied and paid for by the Employer, and shall not be entitled to local travel allowance.

7.13 Pre-Bid Conference

A pre-tender conference may be called by either of the parties from interested Employers and the Provincial Council of Carpenters to consider the application of Clause 7.12 or other project expenses.

7.14 Pre-Commencement Conference

Should there be a failure to call a pre-bid conference, or failure to resolve the application of Clause 7.12 or other expenses to a specific project, a pre-commencement conference may be called by the Provincial Council or respective Employer(s) who hold contracts for the project to consider the application of Clause 7.12 to the project.

7.15 Whenever a determination as provided in Clauses 7.13 and 7.14 has been made as to the local members travelling to and from their residences or being provided first class room and board supplied and paid for by the Employer on a particular project, that determination shall remain in force for the duration of the project.

7.16 Notwithstanding Clause 7.12 Local Travel, where travel conditions are such as to be unsuitable for members' standard automobiles the Employer shall provide daily transportation as provided in Clause 7.18 or, alternately, first class room and board supplied and paid for by the Employer.

7.17 Members residing within the local travel area as provided in Clause 7.12 may be accommodated in Employer-supplied accommodation by mutual agreement of the parties.

7.18 As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage and operated in compliance with Workers' Compensation Board regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union (prior to commencement of the project) within the eight (8) kilometres distance called for above, and that the time spent in travelling to and from such marshalling point or points to the job site will be done during regular hours and while a member is on the payroll.

7.19 Where a variety of travel distances exist for members to a particular job, a pre-job conference between the contractor, the Provincial Council and/or the District Council, and the Local Unions concerned shall be held to arrive at a mutually agreed amount which will be paid to such members on the job.

7.20 Hotels – Motels

If a member is accommodated in a motel, hotel, or unit other than a camp, then transportation shall be supplied to and from the job site and beyond the eight (8) kilometres free zone the local travel allowance shall also apply.

CLAUSE 8 – ROOM AND BOARD

8.01 First Class Room and Board

First class room and board supplied and paid for by the Employer shall be provided to all members who cannot return to their permanent place of residence daily. Such residency must be established thirty (30) days prior to the commencement of the job. The provisions of Clause 7.12 Local Travel shall determine if a member can or cannot return home daily.

8.02 Check-out Allowance

Any member who is living in accommodation provided by the Employer may on any weekend vacate or check out of such accommodations and the Employer shall pay the member twelve dollars (\$12.00) per day where accommodation is provided in camps; fifteen dollars (\$15.00) per day where accommodation is provided for those living in motels-hotels. To qualify, a member must work the scheduled shift prior to weekend or statutory holiday unless mutually agreed by the member and the Employer representative.

CLAUSE 9 – UNION SECURITY AND HIRING

9.01 Hiring

No union member shall commence work without first obtaining and presenting a union dispatch slip to the Employer and job steward.

Authorization and dispatches for existing employees must be obtained from the Local Union in whose jurisdiction the project is located.

Members, foremen excepted, shall be hired through the respective Local Union and/or District

Council, as follows:

(a) The employer may name request members who have worked for him within the previous ten weeks.

(b) In addition the employer may name request one member for each member named by the union.

(c) Should the Union be unable to fill an order within 24 hours, the employer may obtain workers elsewhere, provided these workers become Union members within two weeks, and remain members of the Union as a condition of continuing employment.

9.02 Local Residents

A local resident shall be defined as a member residing in or nearest to an incorporated city, town, village, or district within the eighty (80) kilometres described above for a period of thirty (30) days prior to the commencement of the project.

Competent resident Local Union members shall be given hiring preference on all jobs performed by the Employer in or near the incorporated city, town, village, or district in or nearest to which a member has resided a minimum of thirty (30) days prior to the commencement of the project.

9.03 Apprentice Re-hiring

The Employer shall give preference of re-employment to an apprentice following an assigned session of vocational school.

9.04 Rehiring of Injured Members

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

9.05 Foremen

Foremen are members who issue orders or give direction to members. When more than six members are employed, a “non-working” foreman shall be employed.

Crews shall not be divided into several crews for the purpose of not having a “non-working” foreman.

Foremen shall not be hired as a means of circumventing the hiring procedure.

A foreman may be employed regardless of his place of residence, provided that he is a member in good standing and obtains a dispatch slip from his/her local union, and notifies the local union in whose jurisdiction the

project is located, prior to commencing work. Failure to notify shall terminate this provision for such project.

9.06 Apprentices

Preference of employment shall be granted all indentured apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship.

When the Employer intends to engage a probationary apprentice the Employer shall first notify the Local Union or District Council in the area. Apprentices may be indentured directly to Employers.

Employers shall employ at least one Apprentice and the maximum ratio shall be one to one. If the ratio drops below one apprentice to four journeypersons, the union shall have the right to include unemployed apprentices when filling an order.

9.07 Employer-Union Status

All work performed requiring the tools, skill or ability of a tradesperson shall be done by members of the Union. One Employer who is not a member will be allowed to work and/or give directions on the job; this provision to apply to general contractors only.

9.08 Reservations

Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for:

- (a) rendering assistance to labour organizations;
- (b) refusal on the part of Union members to handle any materials, equipment, or product declared unfair by the Council; or manufactured, assembled, or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

Note: The following clause (9.08 (c)) is not to be misconstrued to include any work falling within the Union's jurisdiction.

- (c) Subject to notice given to the Contractor not later than fifteen (15) days prior to the bid closing on any job, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for refusal on the part of Union members to work with non-Union workers;

CLAUSE 10 – UNION REPRESENTATIVES

10.01 Job Stewards

Job Stewards shall be recognized on all jobs and shall not be discriminated against. The superintendent or foreman shall be notified by the Union of such job stewards and in the event of a layoff, stewards shall be given preference of continued employment unless otherwise agreed between the parties hereto. Time shall be given to the job steward to carry out his/her duties.

When any part of the crew is required to work on overtime the steward shall be included in such required overtime.

10.02 Business Agents

Business Agents shall have access to all jobs covered by this Agreement, after first notifying the Employer, superintendent, or foreman.

10.03 Leave of Absence

When the Union requests in writing that a member be granted leave of absence from the project to attend to Union business, permission to do so shall not be withheld except for valid reasons; it being understood that such leave is without pay and that the member will not jeopardize his/her continued employment.

CLAUSE 11 – SAFETY CONDITIONS

11.01 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.

11.02 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 Workers' Compensation Board Regulations may be considered cause for dismissal.

11.03 Safety Equipment

The Employer will supply all safety equipment, including hearing protective devices, except personal apparel (i.e. safety hats and rubber clothing) to the Union member at no cost. Only safety belts with leg and shoulder straps are to be used.

11.04 Accompany Compensation Inspectors

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

11.05 Injured or Sick Members

Members staying in Employer-supplied accommodation who are injured on the job and who require transportation costs not covered by the Workers' Compensation Board either to their point of hire or back to the job shall be paid such transportation cost.

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

In cases of members 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 member shall be paid for the full shift.

CLAUSE 12 – WORKING CONDITIONS

12.01 Harassment

The Union and the Employer recognize the right of the member to work in an environment free from sexual harassment and/or discrimination as per the Human Rights Act.

12.02 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, millwrights' excepted – are desirable for the better carrying out of work, they shall be supplied by the Employer.

12.03 Equipment Supplied - Millwright

Effective October 1, 1991, the following tools or their equivalents shall be provided by the Millwright Employee. All other tools will be provided by the Employer.

1 - 10' Steel Tape
1 - 6" Precision Level
1 - Set Dial Indicators
1 - Feeler and Tape Gauge
1 - 1" Micrometer
1 - 6" - 8" Adjustable Wrench
1 - Full Combo Precision Square
1 - Set ½" Drive Sockets to 1¼"
1 - Set Assorted Screwdrivers
1 - 6" Precision Scale
1 - 6" Vernier
1 - Scriber
1 - Centre Punch
Tool Boxes

12.04 Lay-Off Notice

When lay-offs occur, preference of continued employment will be given to members dispatched to the project as resident Local Union members.

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

12.05 Lockup

A lockup shall be provided exclusively for members. The lockup shall have a minimum of fifteen (15) square feet of floor space per member to be used for tradespersons' tools, for drying clothes and dressing room, as well as lunch room. The lockup shall have tool racks, table and benches with provision for drying clothes. Such lockup shall have windows and venting with adequate lighting and provisions for continuous heat 24 hours a day. Where shifts are to be operated, an exclusive lockup for tradespersons' tools on each shift will be provided, the same provisions as above to prevail. The Employer shall be responsible for having the tool lockup cleaned out daily and kept cleared of building materials and other construction paraphernalia. Such lockup shall be situated either on the ground or not higher than the first floor of the building.

12.06 Tool Insurance

The Employer must assure the safety of members' 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. If so requested by the Employer, the member will submit to the superintendent or company representative an inventory of tools and working apparel on the job.

12.07 Saw Filing

When the Employer takes Union members' saws to be filed in a shop, every effort will be made to take them to a Union shop. In the event that saw(s) are lost, the Employer will replace these with new saw(s) of equal quality.

12.08 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 unit for each fifteen (15) building tradesmen on job site.

12.09 Wash Up Facilities

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

12.10 Drinking Water

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

12.11 Motor Vehicles

No member will be permitted to use his/her own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.

12.12 Telephone

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

12.13 Protective Clothing

In the event a member'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 member's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

12.14 Welders

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

CLAUSE 13 – JOINT RECOVERY PROGRAM

Notwithstanding the provisions of this Agreement, it is recognized that the Council and the Local Union(s) may, in conjunction with the Employer, determine on a job by job, 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 the Agreement for the duration of the job.

CLAUSE 14 – GRIEVANCE PROCEDURE

14.01 "Grievance" means any difference by the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union; and "party" means one of the parties to this Agreement. Discharge shall not include layoff of Employees for reason of project efficiency or reduction of forces on suspension or completion of work.

14.02 No grievance will be entertained by either party or an arbitrator 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. An occurrence shall be each day an alleged violation continues. (The above time limits do not apply to wage claims.)

14.03 The job steward or business agent shall first discuss the grievance with the foreman or superintendent, and if they agree their decision shall be final. An Employer shall first discuss the grievance with the business agent.

14.04 Failing settlement within two (2) days of a grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree their decision shall be final.

14.05 If the grievance is not settled pursuant to the above paragraphs within five (5) days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons composed as follows:

14.06 The party desiring arbitration shall appoint a

member for the Board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute.

by the Industrial Addendum and the memorandums of agreement which form part of this Collective Agreement.

14.07 The party receiving the notice shall within three (3) days, appoint a member of the Board and notify the other party of the appointment.

14.08 The two (2) arbitrators so appointed shall confer to select a third person to be a chairperson. The chairperson will be selected within three (3) days of the two arbitrators being appointed and will be one of the persons named in Clause 16.11 below as may be mutually agreed.

14.09 The Arbitration Board shall hear the parties, establish if the grievance is properly before them, settle the terms of question to be arbitrated, determine if the matter is arbitrable, and make its award within five (5) days of appointment of the chairperson except when the time is extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties, and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.

14.10 The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their appointees, and one-half the expenses of the chairperson.

14.11 One of the following arbitrators shall act as chairperson for any arbitration board(s) that may arise throughout the term of the Agreement, or another chairperson(s) as may be mutually agreed upon:

Stephen Kelleher	683-0122
John Kinzie	263-1692
Robert Blasina	454-6206
Colin Taylor	683-0122
Don Munroe	683-0122

CLAUSE 15 – VALIDITY OF AGREEMENT

15.01 This Agreement is valid only if signed by the President and the Secretary-Treasurer of the B.C. Provincial Council of Carpenters, along with an officer of one of the Local Unions listed on page one. If any changes are made from the printed form, then for the agreement to be valid the changes must be initialled by both the President and the Secretary-Treasurer of the Council.

15.02 The signatories to this Agreement shall be bound

CLAUSE 16 – FILING OF COPIES

16.01 A copy of this Agreement is to be deposited with the Federal Industrial Relations Officer and a copy with the Minister of Labour for the Province of British Columbia.

CLAUSE 17 – SAVINGS CLAUSE

17.01 Should any part hereof or any provision herein contained 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 hereof, 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.

SIGNED ON BEHALF OF THE EMPLOYER:

Signature and Position

Signature and Position

SIGNED ON BEHALF OF THE UNION:

President, B.C. Provincial Council of Carpenters

Secretary-Treasurer, B.C. Provincial Council of Carpenters

Local Union Officer

Local Union Number _____

INDUSTRIAL ADDENDUM

THIS ADDENDUM dated for reference the first day of May, 2000

BY AND BETWEEN:

(hereinafter referred to as "THE EMPLOYER")

AND:

THE BRITISH COLUMBIA PROVINCIAL COUNCIL OF CARPENTERS, on behalf of its affiliated Local Unions, as listed in the Standard Agreement.

(hereinafter referred to as "THE UNION")

Confirms and declares that the parties hereto agree to adhere to all provisions of the British Columbia Provincial Council of Carpenters' Standard Agreement 1994-98 with the additions thereto as provided in this addendum which shall be attached to the said Standard Agreement.

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

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

Any and all work performed on an industrial project will be performed under the Industrial sector unless otherwise covered by a separate agreement.

CLAUSE 1 – WAGES, EARNINGS, CONTRIBUTIONS, AND DEDUCTIONS

1.01 Hourly Wage Rates – Industrial

* (minimum only)

	May 1/00	May 1/01	May 1/02
Tradesperson**	26.35	26.58	26.80
Foreman	29.64	29.64	30.15
Utility person	20.90		
Helper*** up to 100 hours	55% Tradesperson's rate		
100 to 200 hours	60% Tradesperson's rate		
200 hours +	65% Tradesperson's rate		

** To be defined as Carpenter, Carpenter-Lather, or other trade employed directly.

*** The work of the Helper shall include the handling on the job site of all material or materials falling within the jurisdiction of the Carpenter. The Helper 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 jobsite stockpile, through erection and back to the jobsite stockpile. A Helper shall in the case of competent workers be a possible source of future apprentices.

Millwrights rates, benefits and funds as per the Millwright

Addendum.

1.02 Apprentice

* (minimum only) To be based on the Tradespersons rate applied to the job being worked.

To apply to apprentices indentured after the date of ratification of this agreement (millwrights excepted):

- 1st six months – 50%
- 2nd six months – 55%
- 3rd six months – 60%
- 4th six months – 65%
- 5th six months – 70%
- 6th six months – 75%
- 7th six months – 85%
- 8th six months – 90%

CLAUSE 2 – SHIFTS

2.01 The Employer shall determine whether one, two or three shifts shall be worked. Unless it is necessary to make the best use of daylight hours, tide conditions, or overcome the problems raised by fire hazards or other emergency conditions, for the mutual benefit of both parties in this Agreement, the hours of work shall be as set out in this Addendum.

In the event that it is necessary to change the starting time of any regular shift which is described in this Addendum, the Employer will notify the Union and the change made on the basis of mutual agreement.

When additional shifts are required and continued for three (3) consecutive days or more, the hours of work shall be as outlined in this Addendum. Once the hours of work have been established, they shall be continuously observed.

No union member shall work more than one (1) shift in any one (1) calendar day.

2.02 The hours of work and pay for second and third shifts shall apply only when the second shift is continued for three or more consecutive working days, and the hours of work and pay for third shift shall apply only when the third shift is worked for five or more consecutive days. If second and third shifts are not continued as hereinbefore set out, overtime rates shall be paid, and the number of hours deemed to have been worked for the purpose of determining overtime shall be as set out in 2.03.

2.03 One, Two or Three Regular Shifts

This Schedule shall be applicable from 8:00 a.m. Monday to 8:00 a.m. Saturday.

On Saturdays, Sundays and Statutory Holidays, Overtime Rates shall apply, but shift differential on Saturdays, Sundays and Statutory Holidays shall be at straight time rates.

1st Shift

Commence	@ 8:00 a.m. to 12:00 noon	4.0 hrs.
Meal	@ 12:00 noon to 12:30 p.m.	0 hrs.
Commence	@ 12:30 p.m. to 4:00 p.m.	4.0 hrs.
TOTAL = 8 hours paid		

2nd Shift

Commence	@ 4:30 p.m. to 8:30 p.m.	4.0 hrs.
Meal	@ 8:30 p.m. to 9:00 p.m.	0 hrs.
Commence	@ 9:00 p.m. to 12:00 mid.	3.0 hrs.
TOTAL = 7 hours + 1 hour bonus = 8 hours paid		

3rd Shift

Commence	@ 12:00 mid. to 4:00 a.m.	4.0 hrs.
Meal	@ 4:00 a.m. to 4:30 a.m.	0 hrs.
Commence	@ 4:30 a.m. to 7:30 a.m.	3.0 hrs.
TOTAL = 7 hours + 2 hours bonus = 9 hours paid		

Meal hours may be adjusted by mutual agreement.

2.04 One or Two Nine-Hour Shifts

This Schedule shall be applicable from 8:00 a.m. Monday to 8:00 a.m. Saturday.

On Saturdays, Sundays and Statutory Holidays, Overtime Rates shall apply. Shift differentials on Saturdays, Sundays and Statutory Holidays shall be at straight time rates.

1st Shift

		Straight Time	Over Time
Commence	@ 8:00 a.m. to 12:00 noon	4.0 hrs.	0 hrs.
Meal	@ 12:00 noon to 12:30 p.m.	0 hrs.	0 hrs.
Commence	@ 12:30 p.m. to 5:30 p.m.	4.0 hrs.	1.0 hrs.
TOTAL=8 hours + 1 hour @ time and one half (1½)=9.5 hours paid			

2nd Shift

Commence	@ 5:30 p.m. to 9:30 p.m.	4.0 hrs.	0 hrs.
Meal	@ 9:30 p.m. to 10:00 p.m.	0 hrs.	0 hrs.
Commence	@ 10:00 p.m. to 3:00 a.m.	2.0 hrs.	3.0 hrs.
TOTAL = 6 hours + 2 hours @ time and one half (1½) + 1 hour @ double time (2X) = 11 hours paid			

Meal hours may be adjusted by mutual agreement.

When overtime shift schedules are put into effect

the employees shall be paid in accordance with schedules outlined in this Addendum, where they apply.

If the schedules are not applicable due to the starting times of the shifts, the same principle is to be applied in computing the hours, which is as follows:

1st Shift:

All hours worked outside the regular hours defined in 5.06 shall be paid at overtime rates.

2nd Shift:

All hours worked after the hour of midnight shall be paid at overtime rates except where the shift is not maintained for three (3) consecutive shifts at which time all time will be paid for at overtime rates.

2.05 One or Two Ten-Hour Shifts

This Schedule shall be applicable from 8:00 a.m. Monday to 8:00 a.m. Saturday.

On Saturdays, Sundays and Statutory Holidays, Overtime Rates shall apply except for the 2nd Meal Period. Shift differentials on Saturdays, Sundays and Statutory Holidays shall be at straight time rates.

1st Shift

		Straight Time	Over Time
Commence	@ 8:00 a.m. to 12:00 noon	4.0 hrs.	0 hrs.
1st Meal	@ 12:00 noon to 12:30 p.m.	0 hrs.	0 hrs.
Commence	@ 12:30 p.m. to 4:30 p.m.	4.0 hrs.	0 hrs.
2nd Meal	@ 4:30 p.m. to 5:00 p.m.	0.5 hrs.	0 hrs.
Commence	@ 5:00 p.m. to 7:00 p.m.	0 hrs.	2.0 hrs.
TOTAL = 8.5 hours + 2.0 hours @ time and one half (1½) = 11.5 hours paid			

2nd Shift

Commence	@ 7:00 p.m. to 11:00 p.m.	4.0 hrs.	0 hrs.
1st Meal	@ 11:00 p.m. to 11:30 p.m.	0 hrs.	0 hrs.
Commence	@ 11:30 p.m. to 3:30 a.m.	0.5 hrs.	3.5 hrs.
2nd Meal	@ 3:30 a.m. to 4:00 a.m.	0.5 hrs.	0 hrs.
Commence	@ 4:00 a.m. to 6:00 a.m.	0 hrs.	2.0 hrs.
TOTAL = 5 hours + 2.0 hours @ time and one half (1½) + 3.5 hours @ double time (2X) = 15 hours			

Meal hours may be adjusted by mutual agreement.

The 2nd Meal shall be a hot meal wherever possible and shall be supplied by the Employer.

The one-half (½) hour for the 2nd Meal shall not be applicable unless the employee returns to work after the said meal.

2.06 One or Two Eleven Hour Shifts

This Schedule shall be applicable from 8:00 a.m. Monday to 8:00 a.m. Saturday.

On Saturdays, Sundays and Statutory Holidays, Overtime Rates shall apply except for the 2nd Meal Period. Shift differentials on Saturdays, Sundays and Statutory Holidays shall be at straight time rates.

1st Shift

		Straight Time	Over Time
Commence	@ 8:00 a.m. to 12:00 noon	4.0 hrs.	0 hrs.
1st Meal	@ 12:00 noon to 12:30 p.m.	0 hrs.	0 hrs.
Commence	@ 12:30 p.m. to 4:30 p.m.	4.0 hrs.	0 hrs.
2nd Meal	@ 4:30 p.m. to 5:00 p.m.	0.5 hrs.	0 hrs.
Commence	@ 5:00 p.m. to 8:00 p.m.	0 hrs.	3.0 hrs.
TOTAL = 8 hours + 2 hours @ time and one half (1½) + 1 hour @ double time (2X) = 13.5 hours paid			

2nd Shift

Commence	@ 8:00 p.m. to 12:00 mid.	4.0 hrs.	0 hrs.
1st Meal	@ 12:00 mid. to 12:30 a.m.	0 hrs.	0 hrs.
Commence	@ 12:30 a.m. to 4:30 a.m.	0 hrs.	4.0 hrs.
2nd Meal	@ 4:30 a.m. to 5:00 a.m.	0.5 hrs.	0 hrs.
Commence	@ 5:00 a.m. to 8:00 a.m.	0 hrs.	3.0 hrs.
TOTAL = 4.5 hours + 2 hours @ time and one half (1½) + 5 hours @ double time (2X) = 17.5 hours paid			

Meal hours may be adjusted by mutual agreement.

The 2nd Meal shall be a hot meal wherever possible and shall be supplied by the Employer.

CLAUSE 3 – TRANSPORTATION IN CAMPS

3.01 Where camps are maintained, transportation to and from the job site shall be provided. Notwithstanding Clause 7.21 "Hotels-Motels", where a camp is maintained on a project and the members working on the project are assigned to a hotel-motel instead of the camp, transportation to and from the jobsite shall be provided.

3.02 It is understood and agreed that time spent in travelling to and from the work place will be paid for at the appropriate rates of pay. No mileage will be paid.

3.03 Vehicles used to transport workers shall be approved passenger vehicles conforming to public transit standards and operated in compliance with Workers' Compensation Board regulations.

CLAUSE 4 – ROOM AND BOARD

4.01 Where camps are not provided, an acceptable standard of room and board will be agreed upon jointly by the Union representative in the area and the Employer concerned. The standard agreed upon shall, in such case, prevail until the completion of the project.

4.02 Where the Employee is boarded in a camp on an industrial project and the camp is located within six (6) miles from the worksite, the Employer shall provide a hot mid-shift lunch and transportation. Travel allowance as provided in this Agreement will not be applicable at noon or when the Employee returns to the accommodation for the mid-shift meal. For the purpose of this Agreement an industrial project shall mean manufacturing, production and processing plants, mines, meter stations, compressor stations, tank farms, dams and hydro-electric projects.

SIGNED ON BEHALF OF THE EMPLOYER:

Signature and Position

Signature and Position

4.03 Camp Conditions

The accepted standard camp conditions governing both standing and mobile shall be in compliance with the approved B.C. and Y.T. Building and Construction Trades Council camp rules as amended or supplemented from time to time.

4.04 Check-Out Allowance

Any member who is living in accommodation provided by the Employer may on any weekend vacate or check out of such accommodations and the Employer shall pay the member twelve dollars (\$12.00) per day where accommodation is provided in camps; fifteen dollars (\$15.00) per day where accommodation is provided for those living in motels-hotels. To qualify, a member must work the scheduled shift prior to weekend or statutory holiday, and the scheduled shift after weekend or statutory holiday unless mutually agreed by the member and the Employer representative.

SIGNED ON BEHALF OF THE UNION:

President, B.C. Provincial Council of Carpenters

Secretary-Treasurer, B.C. Provincial Council of Carpenters

Local Union Officer

Local Union Number _____
