

THE BRITISH COLUMBIA PROVINCIAL COUNCIL OF CARPENTERS HOUSING AGREEMENT - 2004 - 2007 (SINGLE FAMILY - DUPLEX - HOUSE RENOVATIONS)

THIS AGREEMENT, dated for reference the first day of January, 2004

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	1370	Kelowna	1989	North Vancouver	2068	Powell River
527	Nanaimo	1598	Victoria		Island	2300	Castlegar
1081	Kitimat	1719	Cranbrook	1995	Vancouver/New	2736	Millwrights
1237	Dawson Creek	1735	Prince Rupert		Westminster		
1346	Vernon/Kamloops	1812	Duncan	1998	Prince George		

(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; prevent strikes and lockouts; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

CLAUSE 2 -- EFFECTIVE DATE AND DURATION

2.01 This Agreement shall remain in full force and effect up to and including March 1 2007 and from year to year thereafter.

2.02 Either party may serve written notice to commence collective bargaining four months prior to the termination of this Agreement.

2.03 This Agreement shall continue in full force and effect until a strike or lockout commences or a new Collective Agreement is concluded.

2.04 The operation of Section 66(2) of the Industrial

Relations Act is hereby excluded.

CLAUSE 3 -- EXTENT

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

3.02 This Agreement is to cover all on site construction employees of the signatory contractor.

3.03 The Employer signatory to this Agreement will not contract or sub-contract any work within the jurisdiction of the British Columbia Provincial Council of Carpenters which is to be performed at the job site, except to a contractor who holds an agreement with the British Columbia Provincial Council of Carpenters.

3.04 Sexual Harassment

The Employer shall provide a workplace environment free from sexual or personal harassment.

3.05 This Agreement shall only apply to single family housing, duplexes and renovations of said structures.

3.06 Notwithstanding the provisions of this agreement it will not be applicable on projects funded by Union(s) pension funds unless prior approval is given by the Union.

CLAUSE 4 -- WAGES AND OTHER EARNINGS

4.01 Hourly Wage Rates (minimum only)

Wage rates shall be set down on a regional, local or project basis and shall be contained in a Memorandum of Agreement which shall form part of this Collective Agreement.

Categories in this wage schedule shall include:

	Mar 01 04	Mar01 05	Mar01 06
Foreman	\$21.68	\$22.77	\$23.88
Tradesperson	\$19.25	\$20.24	\$21.23
Apprentice			

1st six -- 50%

2nd six -- 55%

3rd six -- 60%

4th six -- 65%

5th six -- 70%

6th six -- 75%

7th six -- 85%

8th six -- 90%

Pre-apprentice and/or helper (where applicable)

As of March 01 2007 Tradespersons Rate will be based on 90% of the Commercial-Institutional rate in the BC Provincial Council of Carpenters All Employee Agreement.

4.02 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.

4.03 Vacation Pay and Statutory Holiday Pay

Vacation pay (5%) and statutory holiday or general holiday pay (5%) shall be combined in an amount equal to ten percent (10%). These amounts shall include any additional statutory holiday or general holiday which may be declared by the Federal and/or Provincial Governments.

4.04 These amounts shall be paid on the gross hourly earnings of each member regardless of the amount of time worked and shall accrue to each member's credit; the method of payment to be as follows:

4.05 Payment of Holiday Pay

Each member shall receive the amounts as set out above for annual vacation pay and statutory holiday pay. These amounts (10%) are to be paid either once per month or each pay day. On termination each member shall receive their annual vacation pay and statutory holiday pay then owing.

4.06 The recognized statutory holidays are: New Year's Day, Good Friday, Empire Day, Dominion Day, British Columbia 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.

4.07 Annual Holiday

An Employee may take up to two (2) weeks annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

CONTRIBUTIONS AND DEDUCTIONS

4.08 The Employer shall pay the following remittances to the Carpentry Workers' Fund.

Pension	\$2.34
Health & Welfare	\$1.545
Apprenticeship	\$.17
Contract Administration Fund	\$.055
Total Employer Contribution	\$4.11
Total Dues Checkoff	\$0.52
Payable to Carpentry Workers Fund:	\$4.63

4.09 The total hourly contribution shall be made on the basis of each hour worked up to 160 hours per month. Hours worked beyond 160 will not attract contributions.

4.10 Field Dues

(a) The Employer will deduct such hourly amount as the Council shall from time to time direct, and forward same to the Carpenters' Dues Supplement Fund as directed by the Council in the manner as set forth in sub-section 4.11. Each member shall submit a written authorization to his Employer as a condition of employment.

(b) Local Union Checkoff
Where applicable, the Employer shall deduct such hourly amount as the Local Union directs and forward same to the Local Union.

4.11 Contributions shall be made by the fifteenth of the month following that which the payments cover. They shall be accompanied by a form provided by the Union for the purpose of this Agreement.

4.12 In the event an Employer fails to remit contributions in conformity with the foregoing provisions of this Agreement, the Union is free to take any economic action it deems necessary against 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 shall be paid at least every two (2) weeks. Payment shall be made on the job the Friday of every second week, prior to quitting time, it being understood that the Employer's pay cut-off day is the preceding Saturday.

4.15 If the regular pay day falls on a statutory holiday, members shall be paid on the preceding working day. All members must be paid wages in full at time of discharge or termination on the job, or arrangements made whereby a cheque will be mailed to them not later than the following day. Travel and other allowances due shall be paid each pay period.

4.16 Pay Slips

The Employer shall provide a separate or detachable itemized statement with each pay, this statement to show the Employer's name, the number of hours at straight time rate and at overtime rate, statutory holiday pay, vacation pay, wage rate, total deductions from the amount earned and all payments to be made as per Clause 4.11.

4.17 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) request that the B.C. Ministry of Labour inspect the Employer's payroll.
- (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 Regular Hours of Labour

The regular work day shall be eight (8) hours between the hours of 7:00 a.m. and 5:00 p.m. The regular work week shall be five (5) days between Monday 7:00 a.m. and Friday 5:00 p.m.

Starting time will be determined by agreement with the crew and the Union.

5.02 Call-Out Time

Any Union member being called to a job and not

being required shall be paid two (2) hours' time at straight or overtime rates as required. Any member who performs work shall be paid four (4) hours at the straight-time or overtime rates as required.

A member who performs more than four (4) hours of work shall be paid for a full shift.

5.03 Hours lost during the regular work week due to inclement weather and other circumstances beyond the Employer's control, may be made up on Saturday at straight time with the approval of the Employees and the Union. No Employee shall be discriminated against should the Employee be unable to work on a make-up day. Make-up days shall not accumulate beyond each week.

5.04 Lunch Break

A lunch break shall be up to one hour and shall be taken as close to mid-shift as possible.

CLAUSE 6 -- OVERTIME AND MEAL ALLOWANCES

6.01 Overtime

Overtime shall be paid on the following basis: time and one-half for the first two hours of overtime, Monday through Friday and for the first eight hours on a Saturday. Double time shall be paid for all further hours worked including statutory holidays.

6.02 Meal Allowance

There shall be no work period of more than five (5) hours without a meal break.

6.03 When work is to exceed two (2) hours overtime there shall be a coffee break two (2) hours after each meal period.

CLAUSE 7 -- UNION SECURITY AND HIRING

7.01 Hiring

When tradespersons or foremen are required, they shall be hired through the respective Local Union and/or District Council. The Employer will be allowed to rehire by name request members who have worked for the Employer within the previous ten (10) weeks. In addition, the Employer shall be allowed to hire Employees by name request on the basis of 100%. It being understood that for each member hired by name request from the Union dispatch, the next member hired shall be named by the Union. Should the Union be unable to fulfil

an order within twenty-four (24) hours, the Employer may obtain such workers elsewhere, it being understood that such workers, by meeting Union qualifications, shall join the Union within two (2) weeks and remain members of the Union as a condition of continuing employment.

7.02 Local Residents

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.

7.03 A local resident shall be defined as a member residing in or nearest to an incorporated city, town, village, or district for a period of thirty (30) days prior to the commencement of the job.

7.04 Apprentice Re-hiring

The Employer shall re-employ an apprentice following an assigned session of vocational school, provided sufficient work is available.

7.05 Rehiring of Injured Members

The Employer shall re-employ a worker injured on his/her project when such worker is able to return to work, provided sufficient work is available.

7.06 Foremen

Any person in charge of work who issues orders or gives directions to members shall be known as foreman and shall be a journeyman member of the BC Provincial Council of Carpenters.

7.07 Apprentices

When the Employer intends to engage a pre-apprentice the Employer shall first notify the Local Union or District Council in the area. The pre-apprentice must then obtain a dispatch slip from the Local Union or District Council before commencing work and shall join the Union at the discretion of the Local Union or District Council.

7.08 The maximum ratio of tradespersons to apprentices on the job shall be one apprentice to each tradesperson.

7.09 Employer-Union Status

One Employer who is not a member will be

allowed to work and/or give directions on the job.

CLAUSE 8 -- UNION REPRESENTATIVES

8.01 Job Stewards

Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name or names of such job stewards and in the event of a lay-off or reduction in the work force, such job stewards shall, at all times, be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the job steward to carry out his/her duties.

8.02 Business Agents

Business Agents shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent, or foreman; however, in no way will they interfere with the Employees during working hours unless permission is granted.

8.03 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; it being understood that such leave is without pay and that the member will not jeopardize his/her continued employment.

CLAUSE 9 -- SAFETY CONDITIONS

9.01 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.

9.02 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.

9.03 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.

9.04 Accompany Compensation Inspectors

The 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.

9.05 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.

9.06 Injured Member's Tools

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

CLAUSE 10 -- WORKING CONDITIONS

10.01 Equipment Supplied

If the following tools or equipment -- ladder, straight edge, saw horse, stapling gun or power tools -- are required for the better carrying out of work, they shall be supplied by the Employer.

10.02 Tool Insurance

The Employer must assure the safety of the Employee's tools against fire and/or burglary while in his employ. If so requested the Employee shall submit to the Employer an inventory of tools and working apparel on job.

10.03 Toilets

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

10.04 Wash-Up Facilities

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

10.05 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. Salt tablets shall be supplied.

10.06 Fifteen-Minute Breaks

Two breaks of fifteen (15) minutes each shall be allowed in a working shift; time of the breaks shall be mutually agreed upon between the Union and the Employer.

10.07 Motor Vehicles

No tradesperson 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.

10.08 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.

10.09 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.

CLAUSE 11 -- OUT OF TOWN PROJECTS

11.01 Should workers be required to travel outside of their local community to work on a project, the Employer shall provide first class transportation to and from the project.

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

11.02 The Employer shall provide first class room and board on a project for which room and board is required.

CLAUSE 12 -- GRIEVANCE PROCEDURE

12.01 "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 lay-off of Employees for reason of project efficiency or reduction of forces on suspension or completion of work.

12.02 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.)

12.03 Matters to be dealt with under this clause will normally be discussed during working hours.

12.04 The Union and the Employer mutually agree that when a grievance arises, coming 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.

12.05 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.

12.06 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.

12.07 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:

12.08 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.

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

12.10 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 16.13 below as may be mutually agreed.

12.11 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.

12.12 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.

12.13 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	604-683-0122
John Kinzie	604-263-1692
Robert Blasina	604-298-5881
Colin Taylor	604-683-0122
Don Munroe	604-683-0122

CLAUSE 13 – ALL-EMPLOYEE AGREEMENT

13.01 The Employer agrees to be bound by the All-Employee Agreement of the B.C. Provincial Council of Carpenters for all work not defined as single family, duplex construction and house renovations.

SIGNED ON BEHALF OF THE EMPLOYER:

Signature and Position

Signature and Position

CLAUSE 14 – VALIDITY OF AGREEMENT

14.01 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.

CLAUSE 15 – FILING OF COPIES

15.01 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 16 – SAVINGS CLAUSE

16.01 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.

16.02 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 UNION:

President, B.C. Provincial Council of Carpenters

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

Local Union Officer

Local Union Number