

ARTICLE 4 — UNION REPRESENTATION

- 4.01 Job Stewards will be recognized on all jobs and shall not be discriminated against. The Superintendent or Foreman shall be notified by the Union of the name or names of such Stewards. It is understood that time shall be allowed the Job Steward to carry out their duties.
- 4.02 Business Agents shall have access to all jobsites covered by this Agreement in the carrying out of their regular duties, after obtaining permission from the Employer, Superintendent or Foreman; however, in no way will they interfere with the Employees during the working hours unless permission is granted. The Business Agent may also consult with the Job Steward.

ARTICLE 5 — HIRING

- 5.01 Dispatch - The Union shall assist the Employer in supplying qualified prospective Employees. The Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable.
- 5.02 In the event the Employer wishes to hire an individual who is not a Union member, the individual shall join the Union within 40 days of commencing employment. The Union shall accept such individual into its membership. The Employer shall notify the Union within 14 days of the hiring of such Employees.
- 5.03 If an Employee ceases to remain a member in good standing of the Union, the Employer shall terminate the employment of such Employee upon receiving written direction from the Union to do so.

ARTICLE 6 — CLASSIFICATIONS AND WAGE RATES

- 6.01 CLASSIFICATIONS AND WAGE RATES - see attached Schedule A.
- 6.02 The Union recognizes the right of the Employer to judge the competency, merit and ability of the Employees in the classifications listed in Schedule A. The re-classification of an Employee shall not be done without mutual agreement between the Union, the Employee and the Employer. Re-classifications shall not be subject to the grievance procedure.
- 6.03 The advancement for each apprenticeship term shall be the completion of both the practical and technical requirements. Any exceptions shall be determined by the applicable Joint Advisory and Training Committee.
- 6.04 Semi-Skilled Workers are Employees performing work with various skills and experience. In accordance with 6.02, the Employer will determine the appropriate pay level pursuant to one of the eight terms listed under Apprentice/Semi-Skilled Workers section in Schedule A.

ARTICLE 7 — HOLIDAY PAY

- 7.01 Combined vacation and statutory holiday pay of 8% shall be paid regardless of actual days recognized as holidays. These amounts shall be paid on the gross hourly wage rates of each Employee regardless of the amount of time worked and shall accrue to each Employee's credit and be paid on each regular pay cheque. No additional annual vacation pay and/or statutory holiday pay shall therefore be payable to an Employee when the actual annual vacation days and/or statutory holidays occur.
- 7.02 An Employee may take up to three (3) weeks annual vacation in any calendar year. Annual vacations shall be scheduled by mutual agreement by the Employer and the Employee.

ARTICLE 8 — STATUTORY HOLIDAYS

- 8.01 The recognized statutory holidays are:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday before B.C. Day, B.C. 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 Government. 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 (2X) time rates and in addition the 8% vacation and statutory holiday pay as outlined in 7.01. No work will be done on Labour Day. On out-of-town projects - Statutory Holidays may be moved by mutual consent.

ARTICLE 9 — EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

- 9.01 The Employer shall make payment to the B.C.R.C.C. Fund, on or before the fifteenth (15th) of each month, for hours worked in the previous month, in accordance with the following and listed in Schedule A. If payment is not received by the 20th of that month, the Union shall be free to take any economic action it deems necessary.

- 9.02 Employer Contributions:

B.C.R.C.C. Benefit Plan	as per Schedule A
B.C.R.C.C. Retirement Plan	as per Schedule A
Joint Advisory and Training Committees	.26 per hour worked
B.C. Construction Industry Rehabilitation Plan	.02 per hour worked
Construction Labour Relations Association of B.C.	.13 per hour worked
B.C.R.C.C. Contract Administration Fund	.10 per hour worked

- 9.03 The B.C.R.C.C. Fund will be the Administrator of all contributions received and shall distribute such contributions in accordance with 9.02 and Schedule A and in accordance with the enrolment provisions of the B.C.R.C.C. Benefit Plan and the B.C.R.C.C. Retirement Plan.

Distribution of funds shall be made by the B.C.R.C.C. Fund not later than the last day of the month in which such amount(s) were received. CLR's remittance shall be accompanied with a summary report that provides hours of work and contributions by each Employer working under this Agreement.

- 9.04 Joint Advisory and Training Contributions: B.C.R.C.C. Joint Advisory and training Committee (JATC) {contribution rate .26} shall be established in accordance with an "Agency Agreement". In the event these committees are discontinued, the payment of the contribution shall no longer be required.
- 9.05 Wall and Ceiling Employer Joint Advisory and Training Contributions: B.C.R.C.C. Wall and Ceiling Joint Advisory and Training Committee (WCJATC) {contribution rate .26} shall be established in accordance with an "Agency Agreement". In the event these committees are discontinued, the payment of the contribution shall no longer be required.
- 9.06 Dues Checkoff: The Employer agrees to deduct from each Employee coming within the scope of this Agreement, Union dues and assessments in accordance with Schedule A or in the amount communicated to the Employer by the Union from time to time. These deductions shall be remitted monthly along with the Employer contributions as per Clause 9.01.

ARTICLE 10 — PAYMENT OF WAGES

- 10.01 Every Employer shall, wherever possible, on each alternate Friday, pay to Employees all wages and salaries due to them up to a day not more than five (5) days prior to the date of payment. Each pay cheque will include all earnings and other allowances for that pay period, and shall include an itemized statement indicating hours worked at straight time and overtime rates, rate of pay per hour and individual deductions. Payment is to be made on the job during working hours or by direct deposit. Further, if a statutory holiday should fall on a Friday, every effort will be made to have pay-day on the Thursday.
- 10.02 The Employer shall provide Employees one (1) hours notice of termination, or one (1) hours pay at the otherwise applicable straight time hourly wage rate in lieu thereof, to enable Employees to get personal tools gathered and put in shape for the next project.
- 10.03 Employee(s) shall receive all wages and statements at time of layoff or termination, or mailed within forty-eight hours.

ARTICLE 11 — REGULAR HOURS OF WORK

- 11.01 A work week will constitute 40 hours. A work day shall be eight (8) hours Monday to Friday between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour for lunch period, or as mutually established between Employer and Union.
- 11.02 Any work hours under the 40 hour weekly maximum missed during the regular work week may be made up on a Saturday upon mutual agreement between the Employee and Employer at straight time.

- 11.03 Starting time shall be at the lock-up or tool room. A five (5) 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.
- 11.04 Two (2) paid rest breaks of ten (10) minutes duration each shall be provided during a scheduled shift up to nine (9) hours. A third paid rest break of ten (10) minutes duration shall be provided at nine (9) hours if the shift is to continue up to a maximum of ten (10) hours. Rest breaks will be taken at the work station if possible. The Employer shall provide a meal and a one-half (1/2) hour paid meal break after ten (10) hours of work and every four (4) hours thereafter, with a rest break at the mid point between meals.
- 11.05 Two (2) paid rest breaks of fifteen (15) minutes duration each shall be provided on a scheduled ten (10) or eleven (11) hour shift.
- 11.06 The Employer and the Union may on a site or project basis agree to alternate work schedules.

ARTICLE 12 — SHIFTS

- 12.01 The following differential shall be paid on eight (8) hour shifts.

Day Shift:	7:00 am – 5:00 pm	8 hours worked	- 8 hours pay
Afternoon Shift:	noon to midnight	7.5 hours worked	- 8 hours pay
Night Shift:	midnight to noon	7 hours worked	- 8 hours pay

- 12.02 A compressed work week of four (4) days per week, ten (10) hours per day may be established.
- a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive or Tuesday through Friday inclusive, shall constitute the regular work week.
 - b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive or Tuesday through Friday inclusive, shall constitute the regular work week. The shift premium shall be $\frac{3}{4}$ of an hour additional pay at straight time.
 - c) The scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.
 - d) Rolling ten (10) hour shifts may be established upon mutual agreement

ARTICLE 13 — OVERTIME HOURS

- 13.01 Work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. Work performed in excess of ten (10) hours per day shall be paid at the rate of two (2) times the regular rate of pay.
- 13.02 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the first eight (8) hours and two (2) times the regular rate of pay thereafter.
- 13.03 Two (2) times the regular rate of pay shall be paid for work performed on Sundays and Holidays.
- 13.04 An Employee will not be discriminated against for refusal to work overtime.

ARTICLE 14 — CALL OUT HOURS

- 14.01 Any Employee being called to a job shall be paid four (4) hours at straight or overtime rates as required according to the shift. Any Employee who works beyond the mid-shift lunch break shall be paid for the full shift.
- 14.02 In the event that work cannot commence or continue due to inclement weather as determined by the Employees and/or the Employer, or for reasons of safety, as determined by the Employer, then only time actually worked shall be paid.

ARTICLE 15 — TRANSPORTATION, DAILY TRAVEL, OUT-OF-TOWN TRAVEL AND ACCOMMODATION

- 15.01 Whenever Employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer shall pay a lodging allowance which will be appropriate to the project and be calculated so as to cover the cost of reasonable lodging, or alternatively, provide, at his own expense, suitable accommodation for the Employees. Allowances will not be paid for any day on which an Employee lays off work on his own accord for reasons other than sickness or accident. When an Employee is absent for the reasons noted above, he shall furnish the foreman on the job with satisfactory evidence of illness and/or accident or he shall forfeit the allowances. In order to be eligible for lodging, an Employee's permanent residence must be further than seventy-five (75) kilometres by shortest public road from the job site.
- 15.02 The Employer will provide transportation from the Employee's point of hire in British Columbia to the project at the commencement of employment and return to the same point upon layoff at no cost to the Employee. If an Employee quits, he shall not receive the benefits provided herein. There shall be a free travel zone of seventy-five (75) kilometres by shortest public road from a job site.
- 15.03 Lodging and travel allowances, where applicable, shall be negotiated on a project-by-project basis. If the parties are unable to agree, the matter shall be settled by binding arbitration.

ARTICLE 16 — FACILITIES AND TOOLS

- 16.01 An adequate heated tool and lunchroom shall be provided. The Employer shall also ensure there are adequate toilet, cleanup facilities and drinking water on jobs.
- 16.02 All Employees shall supply their own hand tools common to their trade, except power tools. Where drill bits, files, etc. are used extensively, the Employer shall supply such items. The Employer shall supply ladders, straight edges and saw horses.
- 16.03 The Employer must insure the Employees tools and work apparel against fire and burglary while in their employ. The Employee shall submit to the Superintendent or Employer representative an inventory of tools and working apparel on the job otherwise such insurance will not be provided.

ARTICLE 17 — SAFETY AND HEALTH

- 17.01 All safety matters shall be handled in accordance with the established WorkSafe B.C. procedures and the Employer's Safety Manual.
- 17.02 An Employee, who is injured on the job during working hours and is required to leave for treatment for such injury, shall receive payment for the remainder of the shift.
- 17.03 Where possible the Employee shall have their CSTS and WHMIS education and annual hearing test prior to dispatch.

ARTICLE 18 — JOINT ADVISORY AND TRAINING COMMITTEES

- 18.01 A B.C.R.C.C. Joint Advisory and Training Committee and a B.C.R.C.C. Wall & Ceiling Joint Advisory and Training Committee will be formed consisting of an equal number of Employers and B.C.R.C.C. members. CLR shall appoint the Employer members, who need not be members of CLR, and a CLR Staff Representative shall participate on the JATC(s) as a non voting member. The Executive Secretary Treasurer of B.C.R.C.C. shall appoint the B.C.R.C.C. members to the JATC(s). Such Committee(s) will have power on behalf of the respective Parties hereto, to:
- a) formulate policy;
 - b) attempt resolution of grievances;
 - c) establish regulations governing the conduct of their members;
 - d) administer the Joint Advisory and Training Funds pursuant to the Agency Agreement as per 9.04 and 9.05;
 - e) alter the conditions of the collective agreement. The JATC shall notify all affected parties;
 - f) the JATC shall establish Training Sub-Committee(s)

ARTICLE 19 — DISPUTE RESOLUTION /GRIEVANCE PROCEDURE

- 19.01 Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any differences arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.

- 19.02 Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy. In subsequent grievance procedures, including arbitration, the employer shall be limited to job related evidence.
- 19.03 The employee involved, preferably with the Shop Steward, will first take up the matter with the foreman or supervisor directly in charge of the work. Should the matter not be resolved within three (3) working days, the matter shall be referred within three (3) days as follows:
- 19.04 Failing resolution in 18:03, the Union representative and the Employer's representative will discuss and, if possible, settle the matter.
- 19.05 Failing resolution in 18:04 above, within (3) working days, the grievance shall be set out in writing by the grieving party and referred to the other party; and they shall forthwith confer upon the matter.
- 19.06 Failing resolution in 18:05 above, within seven (7) working days or such longer time as the parties agree to, then it shall be referred to a Single Arbitrator mutually agreed by the parties. Should the parties be unable to agree on an arbitrator the parties will apply to the Minister of Labour to appoint an Arbitrator.
- 19.07 The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated and make the award within ten (10) working days from the date of the appointment, provided the time may be extended by agreement of the parties. The Arbitrator shall deliver the award in writing to each of the parties: and the award shall be final and binding upon the parties, and they shall carry it out forthwith.
- 19.08 Each party shall pay $\frac{1}{2}$ of the costs of the Arbitrator.

ARTICLE 20 — DURATION AND APPLICATION

- 20.01 This Agreement shall be for the period from and including May 1, 2006 to and including April 30, 2009 and from year to year thereafter subject to the right of either Party to this Agreement within four (4) months and not less than two (2) months immediately preceding the date of expiry of this Agreement which is April 30, 2009 or immediately preceding the last day of April in any year thereafter by written notice to require the other Party to this Agreement to commence collective bargaining.
- 20.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the parties conclude a renewal or revision of this Agreement, or a new collective Agreement.
- 20.03 The operation of Section 50 (2) and 50 (3) of the Labour Relations Code is hereby excluded.

20.04 Savings Clause:

- a) Should any particular provision(s) of this Agreement of part thereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement 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.
- b) 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 in accordance with Article 19.

A copy of this Agreement shall be filed with the Minister of Labour and the Labour Relations Board.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals this

day of

20 .

FOR THE EMPLOYER

FOR THE UNION

B.C.R.C.C WALL & CEILING ADDENDUM

The following terms and conditions shall be considered an addendum to the B.C.R.C.C Agreement.

1. The Employer may employ Employees on a piecework basis upon mutual agreement between the Employer and the Employee.
2. The piecework rate shall be inclusive of all provisions of the Collective Agreement and shall be as per prevailing market conditions and as agreed to by the Employer and the Employee.
3. Combined Vacation and Statutory Holiday Pay shall be included within the piecework rate.
4. The Employer shall remit Industry Funds in accordance with the Agreement currently in the amount of \$0.51 per hour.
5. No contributions shall be required for health or retirement benefits.
6. The Employer will deduct and remit dues in accordance with the Agreement, currently in the amount of \$0.72 per hour, or in the amount communicated to the Employer by the Union from time to time.
7. All Employees performing the same scope of work on a specific project shall receive the same piecework rate(s).
8. Employees shall supply all customary hand tools and screw guns.

On behalf of:

Employer:

B.C. Regional Council of Carpenters:

Date Signed: _____

SCHEDULE 'A'

Classifications	%	Base	VAC	JATC	REHAB	CLR	ADMIN	BENEFITS	RSP	TOTAL
May 1, 2008		Rate	8%				BCRCC		8.0%	Package
Tradesperson										
Certified	100%	30.53	2.44	0.26	0.02	0.13	0.10	2.00	2.44	37.92
Uncertified	90%	27.48	2.20	0.26	0.02	0.13	0.10	2.00	2.20	34.38
Foreman	115%	35.11	2.81	0.26	0.02	0.13	0.10	2.00	2.81	43.24
Apprentice or Semi Skilled Worker									5.0%	
8th Term Level 8	90%	27.48	2.20	0.26	0.02	0.13	0.10	2.00	1.37	33.56
7th Term Level 7	85%	25.95	2.08	0.26	0.02	0.13	0.10	2.00	1.30	31.83
6th Term Level 6	75%	22.90	1.83	0.26	0.02	0.13	0.10	2.00	1.14	28.38
5th Term Level 5	70%	21.37	1.71	0.26	0.02	0.13	0.10	2.00	1.07	26.66
4th Term Level 4	65%	19.84	1.59	0.26	0.02	0.13	0.10	2.00	0.99	24.93
3rd Term Level 3	60%	18.32	1.47	0.26	0.02	0.13	0.10	2.00	0.92	23.21
2nd Term Level 2	55%	16.79	1.34	0.26	0.02	0.13	0.10	2.00	0.84	21.48
1st Term Level 1	50%	15.27	1.22	0.26	0.02	0.13	0.10	2.00	0.76	19.76
Material Handler		14.00	1.12	0.26	0.02	0.13	0.10	2.00	0.00	17.63
Classifications	%	Base	VAC	JATC	REHAB	CLR	ADMIN	BENEFITS	RSP	TOTAL
May 1, 2008		Rate	8%				BCRCC		8.0%	Package
Sr Skilled Labourer	86%	26.26	2.10	0.26	0.02	0.13	0.10	2.00	2.10	32.97
Labour Foreman	100%	30.53	2.44	0.26	0.02	0.13	0.10	2.00	2.44	37.92
									5.0%	
Const. Labourer 1	75%	22.90	1.83	0.26	0.02	0.13	0.10	2.00	1.14	28.38
Const. Labourer 2	70%	21.37	1.71	0.26	0.02	0.13	0.10	2.00	1.07	26.66
Const. Labourer 3	65%	19.84	1.59	0.26	0.02	0.13	0.10	2.00	0.99	24.93
Const. Labourer 4	60%	18.32	1.47	0.26	0.02	0.13	0.10	2.00	0.92	23.21
Const. Labourer 5	55%	16.79	1.34	0.26	0.02	0.13	0.10	2.00	0.84	21.48
Unskilled Labourer	50%	15.27	1.22	0.26	0.02	0.13	0.10	2.00	0.76	19.76
Helper		14.00	1.12	0.26	0.02	0.13	0.10	2.00	0.00	17.63
Clean Up		12.00	0.96	0.26	0.02	0.13	0.10	2.00	0.00	15.47

Designated First Aid Attendant - Level 2 or 3 - add .75 per hour to all classifications.

* The Employer shall remit at the rate of 90% of the Benefit contribution (i.e. \$2.00 x 90% = \$1.80 per hour worked) for those employees who choose the All RSP Option.