

CRAFT DRYWALL TAPERS/FINISHERS STANDARD ICI AGREEMENT

By and Between:

IUPAT District Council #38 (DC#38)

(On behalf of its affiliated Local Unions)

(Hereinafter referred to as the "Union")

And:

**Construction Labour Relations Association of B.C.
(CLR)**

* (On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the BCBCBTU.)

* Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR

(Hereinafter referred to as the "Employer")

May 01, 2019 to April 30, 2023

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ARTICLE 1.000 – OBJECTS

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

ARTICLE 2.000 – EFFECTIVE DATE AND DURATION

- 2.100** This Agreement shall be for the period from and including May 1, 2019, to and including April 30, 2023, and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of such Agreement, which is April 30, 2023, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to such Agreement to commence collective bargaining.
- 2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.
- 2.300** The operation of Sections 50(2) and 50(3) of the Labour Relations Code are hereby excluded.
- 2.400** A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 – EXTENT

3.100 Recognition

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

3.200 Management Rights and Subcontracting

The Employer has the right to operate and manage its business in all respects, including subcontracting, subject only to the limitations expressly stated within this Agreement. Refer to the parties' Letter of Understanding Re: Subcontracting for details regarding limitations on subcontracting. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

3.300 Application, Work Jurisdiction and Affiliation

Without restricting Article 3.000 in any way, the parties expressly agree to the following.

3.301 Application

This Agreement shall only govern work which is within the work jurisdiction of the drywall tapers and finishers and which is being performed by bargaining unit members who are employees of the Employer on a project.

3.302 Work Jurisdiction

- (a) The work jurisdiction of the drywall taper and finisher shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan.

- (b) All work performed within the work jurisdiction of the drywall taper and finisher shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement. Notwithstanding the foregoing, one (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.

3.303 Affiliation

- (a) Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project for rendering assistance to labour organizations, and/or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.
- (b) The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individuals may be performing.
- (c) Without restricting/limiting the application of Article 3.303 (b), the Union shall not attempt to exert pressure upon an Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the Labour Relations Code.

ARTICLE 4.000 – MONETARY PACKAGE

4.100 Monetary Package

4.101 Breakdown

Refer to Schedules "A" and "B".

4.102 Industrial Construction

Refer to Appendix "A" for details regarding the monetary package which shall apply on an industrial construction project.

4.200 Allocation of Monetary Package

No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Union Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

4.300 Wages and Premiums

4.301 Minimum Straight Time Hourly Wage Rates

The schedules of minimum straight time hourly wage rates as provided for within Schedule "A" shall apply to all work performed in accordance with this Agreement.

4.302 First Aid Attendant

An employee who acts as a first aid attendant shall have their otherwise applicable

straight time hourly wage rate increased by seventy-five cents (\$0.75) per hour earned.

4.303 Piece Work Compensation

Refer to Appendix "B" for details regarding the Employer's right to compensate employees on a "piece work" as opposed to "hourly wage rate" basis.

4.400 Employee Classifications

Unless otherwise restricted elsewhere within this Agreement, all employee classifications shall be entitled to receive annual vacation pay, statutory holiday pay, overtime premiums, shift premiums, travel allowances and any/all other premiums and/or allowances provided pursuant to this Agreement.

4.401 Foreperson

A Foreperson shall be defined as an employee who issues orders or gives direction to other employees. All direction given to employees shall be provided by the Foreperson to whom such employee is regularly assigned.

- (a) When more than six (6) employees are employed, a "non working" Foreperson shall be employed. The Employer shall not divide employees into several crews for the purpose of not having to employ a "non working" Foreperson.
- (b) The minimum straight time hourly wage rate for a Foreperson shall be one hundred fifteen percent (115%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

4.402 Certified Journeyman (CJP)

A Certified Journeyman (CJP) shall be defined as an individual who has obtained a valid Drywall Finishers TQ certificate. The minimum straight time hourly wage rate for a CJP shall be as provided for within Schedule "A".

4.403 Uncertified Drywall Taper/Finisher (UDTF)

An Uncertified Drywall Taper/Finisher (UDTF) shall be defined as an individual who does not possess a valid Drywall Finishers TQ certificate and is not registered as a duly indentured Drywall Finisher Apprentice within Canada.

- (a) There shall be eight (8) Uncertified Drywall Taper/Finisher (UDTF) classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each UDTF after having judged such individual's competency, merit and ability.
- (b) The minimum straight time hourly wage rate for an UDTF shall be the applicable percentage of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

Level 1 UDTF = 55%	Level 5 UDTF = 75%
Level 2 UDTF = 60%	Level 6 UDTF = 80%
Level 3 UDTF = 65%	Level 7 UDTF = 85%
Level 4 UDTF = 70%	Level 8 UDTF = 90%

- (c) Refer to Schedules "A and "B" for a breakdown of the eight (8) UDTF monetary packages.

4.404 Apprentice

An Apprentice shall be defined as an individual who is registered as a duly indentured Drywall Finisher Apprentice within Canada.

- (a) There shall be eight (8) Apprentice classifications. The Employer shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

1st Term Apprentice = 55%	5th Term Apprentice = 75%
2nd Term Apprentice = 60%	6th Term Apprentice = 80%
3rd Term Apprentice = 65%	7th Term Apprentice = 85%
4th Term Apprentice = 70%	8th Term Apprentice = 90%

- (c) The applicable Drywall Finisher Apprentice training program shall be determined from time to time by the Finishing Trades Institute of BC, but shall generally include 6,000 hours of practical training, consisting of eight (8) terms of 750 hours per term. In addition to such practical training, each Apprentice shall also successfully complete two (2) terms of technical training prior to becoming a Certified Journeyman. The Employer and the Union agree to work together to encourage all Apprentices to attend each term of technical training at the appropriate time.
- (d) Refer to Schedules "A" and "B" for a breakdown of the eight (8) Apprentice monetary packages.

4.405 Pre-Apprentice

The work of a Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the drywall taper and finisher.

- (a) The parties recognize the importance of recruiting future Apprentices. The Pre-Apprentice classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Pre-Apprentice shall, in the case of competent workers, be a possible source of future Apprentices.
- (b) The minimum straight time hourly wage rate for a Pre-Apprentice shall be forty-five percent (45%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.
- (c) Refer to Schedules "A" and "B" for a breakdown of the Pre-Apprentice monetary packages.

4.500 Annual Vacation and Statutory Holidays**4.501 Vacation Pay and Statutory Holiday Pay**

Annual vacation pay and statutory holiday pay shall be combined at the total rate of eight percent (8%) of gross earnings and shall be paid to each employee on each pay cheque and upon termination of employment.

4.502 Annual Vacation

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

4.503 Statutory Holidays

- (a) The following statutory holidays shall apply to all work governed by this Agreement. Refer also to Article 6.303 and Appendix "D".

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) The Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.
- (c) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.
- (d) In the event the Federal or Provincial Governments declare a new Statutory Holiday, representatives from BCBCBTU and CLRA shall meet when the holiday comes into effect to determine which Non-Statutory Holiday currently provided for in the collective agreement shall be floated to the period between Christmas and New Year's.

4.600 Employer Contributions

The schedules of Employer contributions as provided for within Schedules "A" and "B" shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of hours worked and shall be remitted in accordance with Article 5.000.

4.601 Union Benefit Plan

The Employer shall contribute the required amount to the Union Benefit Plan.

4.602 Union Pension Plans

The Employer shall contribute the required amount to the Union Pension Plans. No Employer contribution to the Union Pension Plans shall be required on behalf of Apprentices or Pre-Apprentices.

Of the total contributions to the Union Pension Plans in Schedules "A" and "B" fifty cents (\$0.50) per hour of the Vancouver Island contribution shall be for the District Council 38 Pension Trust Fund and the balance of the contributions shall be for the International Painters and Allied Trades Industry Pension Fund (Canada).

4.603 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute the required amount, inclusive of GST, to the CAF.

CLR may alter this amount by providing the Union with sixty (60) calendar days written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the monthly report to the administrator because of a change in the Employer contribution to the CAF.

- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the monthly report to the administrator. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.604 Association of Wall and Ceiling Contractors (AWCC)

- (a) The Employer shall contribute the required amount to the AWCC. The AWCC may alter this amount by providing the Union with sixty (60) calendar days written notice.
- (b) The Union shall collect and forward to the AWCC, without exception, all monies designated for the AWCC and received in accordance with the monthly report to the administrator. Payment to the AWCC shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

4.605 BC Construction Industry Rehabilitation Plan (CIRP)

The Employer shall contribute the required amount to the CIRP.

4.606 Jurisdictional Assignment Plan (JAPlan)

The Employer shall contribute the required amount to the JAPlan. The JAPlan, as agreed to between the BCYT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

4.607 BCBCBTU

The Employer shall contribute the required amount to the BCBCBTU. Notwithstanding the foregoing, such contribution shall continue only for as long as the BCBCBTU bargaining structure continues to exist pursuant to the *Labour Relations Code*.

4.608 Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy)

The Employer shall contribute the required amount to the D&A Policy.

4.700 Employee Deductions

The schedules of Employee deductions as provided for within Schedule "B" shall apply to all work

performed in accordance with this Agreement. All Employee deductions shall be calculated on the basis of hours worked and shall be remitted in accordance with Article 5.000.

4.701 Union Dues

The Employer shall deduct the required Union dues. The Union may alter this amount by providing the Employer with sixty (60) calendar days written notice.

4.702 Apprentice Trade School Fund

The Employer shall deduct the Apprentice Trade School Fund deduction from each Apprentice. The Union may alter this amount by providing the Employer with sixty (60) calendar days written notice.

4.703 BC Construction Industry Rehabilitation Plan (CIRP)

The Employer shall deduct the CIRP deduction from each employee.

4.800 Payment of Wages

4.801 The Employer shall, at least every second Friday, pay to each employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.

4.802 The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an employee at the time of termination of employment. Alternatively, in the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.

4.803 The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. Such statement may be provided electronically via email.

4.804 Where an employee is not paid in accordance with Articles 4.801 and 4.802, such employee shall be deemed to be still on the payroll of the Employer and shall receive their usual wages and conditions until there is compliance with the conditions.

4.805 Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

4.900 Bonding and Payroll Failures

4.901 Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to fifteen thousand dollars (\$15,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

- 4.902** Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

ARTICLE 5.000 – MONTHLY REMITTANCES

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

5.100 General Provisions

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

- 5.102** Such Employer remittance shall:

- (a) be made by a single payment, payable to the Union designated Plan Administrator, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
- (b) be accompanied by a correctly completed monthly report to the administrator, and
- (c) be received by the Union designated Plan Administrator not later than the fifteenth (15th) day of the month following that for which such payments are payable.

- 5.103** (a) The Union designated Plan Administrator shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.
- (b) The Union may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated and/or distributed.

5.200 "Nil" Reports

The Employer shall submit a "Nil" report if such Employer had employed no employees during the period for which payments would otherwise have been payable. Notwithstanding the foregoing, the Employer shall not be required to submit a "Nil" report for a period in which no employees had been employed if the Union has been notified, in writing, that such Employer is no longer in business.

5.300 Delinquent Remittance

- 5.301** In the event the Employer fails to remit Employer contributions and/or employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion,

take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

5.302 The Union shall advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the monthly report to the administrator, and the Union shall bear the cost of producing such report except in accordance with Article 4.603(a).

ARTICLE 6.000 – HOURS OF WORK AND OVERTIME

6.100 Regular Hours

6.101 (a) Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.

(b) Any work hours under the forty (40) hour weekly maximum missed during a regular Monday to Friday work week may be made up on a Saturday at straight time upon mutual agreement between the employee and Employer.

6.102 (a) The regular work week shall be between 7:30 am Monday and 4:00 pm Friday or between 7:30 am Tuesday and 4:00 pm Saturday, and the regular work day shall be as per the following schedule:

Straight Time:	7:30 am	to	11:30 am	4.0 hours
Meal:	11:30 am	to	12:00 noon	0 hours
Straight Time:	12:00 noon	to	4:00 pm	4.0 hours
Total Straight Time Hours:				8.0 hours

(b) Notwithstanding Article 6.102(a), Union members in good standing as of December 19, 2005 shall retain the right to choose not to work on a Saturday at straight time and shall not be subject to pressure and/or retribution from the Employer for doing so. Such right shall also apply to choose not to work on a Saturday at straight time on a compressed work week.

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

(a) This Article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.

(i) The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.

(ii) The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of Union members employed on such project. Notwithstanding the foregoing, if the starting and stopping time is varied by more than one (1)

hour, the Union shall retain the right to revote the Union members employed on such project once over the duration of the project.

- (iii) The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b) The starting time of the employees shall be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

6.104 Notice of Termination

The Employer shall provide an employee with one (1) hours notice of termination, or one (1) hours pay in lieu thereof. The employee shall use such notice to gather their personal tools and prepare such tools for the next project.

6.200 Overtime Hours

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

6.201 Monday to Friday Work Week

- (a) The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

NOTE: Refer to the Parties Letter of Understanding RE: Saturday Overtime Rates.

- (c) All other overtime hours, including all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.202 Tuesday to Saturday Work Week

- (a) The first two (2) hours of overtime, Tuesday through Saturday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime on Mondays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.203 A minimum break of eight (8) hours shall be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

6.300 Compressed Work Week

A compressed work week may be established by the Employer with the mutual agreement of the

Union. Alternatively, the Employer may establish a compressed work week without the mutual agreement of the Union if requested to do so by the project client. The Employer shall notify the Union, in writing, upon receiving such a request. The terms and conditions of such compressed work week shall supersede any/all contrary provisions of this Agreement.

6.301 Hours of Work

- (a) Ten (10) straight time hours (7:30 am to 6:00 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, Tuesday through Friday inclusive, or Wednesday through Saturday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:00 pm to 4:30 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, Tuesday through Friday inclusive, or Wednesday through Saturday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Refer also to Article 6.103(a).

6.302 Overtime

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, or on the Tuesday of a Wednesday through Saturday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday of a Monday through Thursday compressed work week, or on the Saturday of a Tuesday through Friday compressed work week, or on the Monday of a Wednesday through Saturday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

NOTE: Refer to the Parties Letter of Understanding RE: Saturday Overtime Rates.

- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours pursuant to Article 6.302(b), and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.303 Statutory Holidays

Notwithstanding any/all contrary provisions of this Agreement, Article 6.303 shall supersede Article 4.503(c).

- (a) All statutory holidays which occur during a compressed work week schedule shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday.
- (b) All statutory holidays which occur on a regularly scheduled work day of a

compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an employee shall retain sole discretion to decline to work on the actual statutory holiday date and shall not be discriminated against for doing so.

6.400 Shifts

6.401 Scheduling of Shifts

The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon shift and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

6.402 Shift Premiums

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all Apprentices/Pre-Apprentices and Uncertified Drywall Taper/Finishers based on their percentage of the equivalent Certified Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

Afternoon Shift the premium shall be three dollars (\$3.00) per hour worked on any shift which commences after 9:30 am and at or before 8:30 pm.

Night Shift the premium shall be three dollars (\$3.00) per hour worked on any shift which commences after 8:30 pm and at or before 1:00 am.

Overtime on afternoon and night shifts shall be payable in accordance with the overtime provisions.

6.500 Call-Out Time

6.501 When an employee is called out for work, the Employer shall pay such employee for a minimum of one-half (½) of the scheduled shift hours at the otherwise applicable straight time or overtime hourly rate, regardless of whether or not the employee actually commenced work. When an employee works more than one-half (½) of the scheduled shift hours, the Employer shall pay such employee for the full shift.

6.502 When work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which employees shall 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.

6.600 Rest Breaks

6.601 Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.

6.602 Only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours

unless the employees have been so advised prior to the completion of the previous days' shift.

6.603 Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

6.700 Meal Breaks

6.701 Regularly Scheduled Shifts of Ten (10) Hours or Less

One (1) meal break of one-half (½) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

6.702 Shifts in Excess of Ten (10) Hours

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to the parties' Letter of Understanding Re: Meal Breaks for details. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

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

7.100 Local Resident Employee

Refer to Appendix "D" for definition of both Local Resident Employee and Lower Mainland/ Fraser Valley.

7.101 No daily travel allowance shall be payable to any local resident employee on any project located inside the Lower Mainland/Fraser Valley.

7.102 (a) A daily travel allowance shall be paid to any local resident employee who uses their own vehicle to travel daily from their residence to a project located outside of the Lower Mainland/Fraser Valley.

(b) Such allowance shall be payable in accordance with the following schedule.

First forty (40) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	\$0.58 per road km

7.103 The daily travel allowance amount provided for within Article 7.102(b) shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometre" amount which shall be payable pursuant to Article 7.102(b) shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

7.200 Non Local Resident Employee

This Article does not apply to Local Resident Employees. Refer to Appendix "D" for definition.

7.201 The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis.

7.202 Such terms shall:

- (a) be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel, and
- (b) remain as originally agreed upon unless/until otherwise changed by mutual agreement, in writing, and
- (c) be consistent with the following principles:
 - (i) A non local resident employee shall not incur any out of pocket cost in the process of travelling to an out-of-town project at the beginning of their employment on such project, and from an out-of-town project at the conclusion of their employment on such project.
 - (ii) The Employer shall supply a non local resident employee with an "employer supplied room plus daily meal allowance" while such employee is employed on an out-of-town project. The employer supplied room shall be of an acceptable standard. Notwithstanding the foregoing, the Employer may, as an alternative, pay a daily "living out allowance" to such employee in lieu of "employer supplied room plus daily meal allowance" with the mutual agreement of such employee.

ARTICLE 8.000 – HIRING AND MOBILITY OF WORKFORCE

The interpretation and application of these provisions shall be consistently applied throughout the province. Past practice shall be superseded by the terms of this Agreement unless otherwise mutually agreed, in writing, by the Union and the Employer.

8.100 Hiring

- 8.101** The Union shall assist the Employer in supplying qualified prospective employees. Without restricting/limiting the foregoing, the Union shall, in particular, assist in supplying local resident employees when requested to do so by the Employer.
- 8.102** The Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual would be able to productively contribute within the Employer's existing operational methods and structures.
- 8.103** (a) There shall be no restrictions/limitations on the Employer's right to hire, including but not limited to the Employer's right to hire via name request.

(b) Notwithstanding Article 8.103(a), whenever the Employer hires an individual who is not a Union member, the Employer shall provide the Union, in writing, with the name and contact information for such individual within fourteen (14) calendar days of hire. Such individual shall make application to become a Union member within ninety (90) calendar days of hire and the Union shall accept such individual into its membership. All terms and conditions of this Agreement shall otherwise apply from date of hire.
- 8.104** In the event an employee ceases to be a member in good standing of the Union, the Employer shall terminate the employment of such employee upon receiving written confirmation and direction to do so from the Union.
- 8.105** Any employee hired and/or transferred in accordance with Article 8.000 shall be deemed to have been properly dispatched by the Union and the Union shall ensure that the

appropriate dispatch paperwork is supplied to the Employer in a timely manner.

8.200 Mobility

There shall be no restrictions on the Employer's right to transfer an employee from one (1) project to another throughout the province. Notwithstanding the foregoing, when a non-local resident employee is transferred between two (2) out-of-town projects the following standard shall apply.

- Initial travel allowance shall be paid to the non-local resident employee from their his/her point of dispatch to the first project in accordance with Article 7.200, and
- The "per road kilometre" travel allowance rate provided for within Article 7.102(b) shall be paid to the non-local resident employee for all road kilometres travelled, one (1) way, from the first project to the second project, and
- Terminal travel allowance shall be paid to the non-local resident employee from the second project back to their point of dispatch in accordance with Article 7.200.

8.300 Differentiation of Employee Classifications

The Union shall not make any attempt to dispatch an employee of a different employee classification (i.e. Foreperson, Certified Journeyman, Uncertified Drywall Taper/Finisher, Apprentice, and/or Pre-Apprentice) than was requested by the Employer. In particular, the Union shall not make any attempt to restrict/limit or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.404(a).

8.400 Reduction in Project Crew

- 8.401** The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.
- 8.402** When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards.

8.500 Rehiring of Injured Employees

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

ARTICLE 9.000 – JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

- 9.101** The Union shall notify the Employer of the appointment of all Job Stewards.
- 9.102** Job Stewards shall be recognized on all projects and shall not be discriminated against.
- 9.103** The Employer shall provide a Job Steward with sufficient time to carry out their duties.
- 9.104** Refer also to Article 8.402 regarding preference for continued employment of Job Stewards.

9.200 Union Representatives

Union Representatives shall have access to all projects governed by this Agreement, after first notifying the Employer, however in no way shall such Representatives interfere with employees

during working hours unless permission is granted.

9.300 Union Leave

The Employer shall grant a non-paid leave of absence to an employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business and shall not jeopardize the employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

ARTICLE 10.000 – HEALTH AND SAFETY

10.100 Safety Equipment

- 10.101 (a)** The Employer shall supply to employees, at no cost, all safety equipment, including hearing protective devices and safety masks (as per WorkSafeBC requirement G5.54-7), except personal apparel (i.e. CSA approved hard hat, CSA approved footwear, rubber clothing, etc.). Refer also to Article 10.500.
- (b)** The Employer shall supply a five (5) point safety harness to an employee when required by WorkSafeBC. Notwithstanding the foregoing, an employee may use their own CSA approved safety harness and lanyard, providing such equipment is in satisfactory condition and has been approved for use by the Employer. Where an employee chooses to use an Employer supplied safety harness and lanyard, such employee shall return such harness and lanyard in good condition when asked to do so or upon termination of employment.
- (c)** The Employer may deduct the cost of Employer supplied safety equipment from an employee's pay cheque if such equipment is not returned.
- 10.102** All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

10.200 Accident Prevention Regulations

- 10.201** The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Workers Compensation Act* and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.
- 10.202 (a)** Any refusal by an employee to abide by known WorkSafeBC regulations or posted Employer safety regulations, after being duly warned, shall constitute just cause for termination.
- (b)** Employees shall abide by all project site rules at all times. Failure to do so shall constitute just cause for termination.
- 10.203** Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

10.300 Project Inspections

The Job Steward, or where there is a safety committee a Union representative of such committee, shall accompany the WorkSafeBC inspector on all project inspections.

10.400 Injured or Sick Employees

10.401 The Employer shall cover all transportation costs not otherwise covered by WorkSafeBC for any employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing shall also apply for any employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WorkSafeBC, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.

10.402 If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured employee shall be paid for the full shift.

10.403 Refer also to Article 8.500.

10.500 Certifications and Personal Protective Equipment

The following provisions shall apply to all employees, whether they are reporting for work or are already employed on a project:

10.501 Certifications

Employees shall be responsible for ensuring they possess all Health and Safety related required certifications (eg. Workplace Hazardous Materials Information System training, Record of Hearing Test, etc.) and that such certifications are valid. Proof of such certifications shall be provided to the Employer upon request.

10.502 Personal Protective Equipment

Employees shall be responsible for personally providing and utilizing the following personal protective equipment as required under regulations/policies imposed by WorkSafeBC, and/or any other such body (i.e. Federal, Provincial, or Municipal Governments, etc.), having the authority to enact similar regulations/policies.

- (a) Clothing suitable for protection against the natural elements to which they may be exposed.
- (b) All such personal protective equipment generally regarded as being the responsibility of the employee. Such personal protective equipment shall include, but not be limited to, CSA approved; gloves, safety headgear, and steel toed safety footwear complete with above ankle support.

- 10.503 (a)** The Employer shall be permitted to refuse work to any employee who does not fulfill such provisions as stipulated in Articles 10.501 and/or 10.502.
- (b) Notwithstanding Article 6.500, if an employee is refused work in accordance with Article 10.503(a), the Employer shall be required to pay such employee only for actual time worked, if any.