

# **ICI ALL EMPLOYEE AGREEMENT**

**By and Between:**

**Construction, Maintenance and Allied Workers Canada (CMAW)**

(Hereinafter referred to as the "Union")

**And:**

**AARC-WEST SCAFFOLDING INC.**

(Hereinafter referred to as the "Employer")

**May 1, 2019 to April 30, 2025**



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Refer to Appendix “A” for definitions and abbreviations applicable to this Agreement.

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**ARTICLE 1.000**                      **OBJECTS**

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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 mutually agreed methods 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, and promote good public relations.

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**ARTICLE 2.000**                      **EFFECTIVE DATE AND DURATION**

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- 2.100**      This Agreement shall be for the period from and including November 28, 2019, to and including April 30, 2025, 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, 2025, 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 Section 50 (2) and Section 50 (3) of the Labour Relations Code is hereby excluded.
- 2.400**      A copy of this Agreement shall be filed with the LRB.

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**ARTICLE 3.000**                      **EXTENT**

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**3.100**      **Work Jurisdiction**

**3.101**      This Agreement shall apply to all employees except managers, administration and those excluded in the British Columbia Labour Relations Board Certification.

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

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

**3.200**      **Subcontracting**

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

The Employer agrees that it will not contract out such work to be performed at the jobsite that is normally done by the Employer's member employees except to employers who are signatory to this Agreement or the CMAW Standard Agreement, or employers who are signatory to an agreement with the Construction, Maintenance and Allied Workers Canada.

### **3.300     Union Security and Affiliation**

**3.301**     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(s) for:

- (a)   rendering assistance to labour organizations, and/or
- (b)   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.

### **3.400     Definitions of Industrial Work and Commercial/Institutional Work**

#### **3.401     Industrial Work**

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

Industrial work shall be defined as, but not limited to: manufacturing; production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; meter pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; and breweries.

#### **3.402     Commercial/Institutional Work**

Commercial/Institutional work shall be defined as, but not limited to: schools; hospitals; hotels; airports; and municipal and retail construction.

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## **ARTICLE 4.000                      MONETARY PACKAGE**

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### **4.100     Monetary Package Increases**

**4.101**     The following monetary package increases shall apply to the April 1, 2019 employee classification on all non enabled industrial projects tendered and/or underway as of November 01, 2018. The Union shall retain the right to distribute the increases, at its discretion, between the Journeyman Base Rate, VP/SHP, Employer contribution to Benefits, and Employer contribution to the Pension Plan.

Effective May 1, 2020	\$ 0.30 per hour
Effective May 1, 2021	\$ 0.30 per hour
Wage Opener for the years 2022 to 2024.	

- 4.102** The following monetary package increases shall apply to the April 1, 2019 employee classification on all non enabled commercial and/or institutional projects tendered and/or underway as of November 01, 2018. The Union shall retain the right to distribute the increases, at its discretion, between the Journeyperson Base Rate, VP/SHP, Employer contribution to Benefits, and Employer contribution to the Pension Plan.

The CLR increase that is effective as of April 01, 2019 will bring the base rate to \$31.47. Effective May 01, 2019 there will be an additional increase of \$1.78, bringing the base rate to \$33.25.

Effective May 01, 2019	\$ 1.78 per hour
Effective May 01, 2020	\$ 0.25 per hour
Effective May 01, 2021	\$ 0.25 per hour
Wage Opener for the years 2022 to 2024	

**4.200 Allocation of Monetary Package**

- 4.201** Monies may be transferred from the wage package (inclusive of wages, 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, the Union will provide notice in writing of any change of allocation with a minimum of 90 days' notice.

**4.300 Wages and Premiums**

**4.301 Minimum Straight Time Hourly Wage Rates**

The minimum straight time hourly wage rates as provided for within the attached Schedules shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Articles 4.302 through Article 4.305 for important clarifications and exceptions.

**4.302 Metro Travel Premiums**

Refer to Article 7.100 for Metro Travel premiums which apply on projects located within the Lower Mainland/Fraser Valley metropolitan area.

**4.303 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.

**4.304 Helicopters**

- (a)** An employee who, during the course of a shift, is required to work directly with a helicopter, shall have their otherwise applicable hourly wage rate increased by 25%. Such increase shall be paid for all hours of work performed on such shift.

- (b) The words, "to work directly with a helicopter" contained in Article 4.304 (a) shall be deemed to apply only to an employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his station of work. Nothing in Article 4.304 (a) shall be construed or interpreted in such manner as will entitle an employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.
- (c) Article 4.304 (a) shall not apply to an employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. Notwithstanding the foregoing, such an employee shall receive a premium of one (1) additional hour per shift at their otherwise applicable minimum straight time hourly wage rate.

#### **4.305 Underground**

On industrial construction projects, any employee required to work underground shall receive a premium of ten percent (10%) over and above the otherwise applicable minimum hourly wage rate. The foregoing shall not apply to work performed within open ditches or basements of buildings.

#### **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 allowance provided pursuant to this Agreement.

##### **4.401 General Foremen**

General Foremen will be paid at a rate of 120% of a Journeyperson in both Commercial/Institutional and Industrial Agreements. There is no restriction in this Collective Agreement for the Employer to employ a General Foremen or to not employ a General Foremen in any circumstance.

##### **4.402 Foremen**

- (a) A Foreman shall be defined as an employee who issues orders or gives direction to other employees. All direction given to an employee(s) shall be provided by the Foreman to whom such employee(s) is regularly assigned. When more than six (6) employees are employed, a "non working" Foreman may be employed. The Employer shall not divide employees into several crews for the purpose of not having to employ a "non working" Foreman.
- (b) The minimum straight time hourly wage rate for a Foreman shall be 115% of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project.

**4.403 Certified Journeypersons**

A Certified Journeyperson shall be defined as an individual who:

- (a) possesses a valid Carpenters TQ certificate or CMAW issued Scaffolding Journeyperson certificate
- (b) was employed as a Journeyperson in British Columbia prior to November 1, 2012. Documentation to be provided to the Employer from the Union.
- (c) Incoming employees of AARC-West Scaffolding Inc. from external unions or organizations will be classified as Non-ticketed and receive a maximum to 90% of Journeypersons until certification is achieved.

**4.404 Apprentices**

- (a) Employers shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyperson. 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 minimum straight time hourly wage rate for a Certified Journeyperson on the project.

1<sup>st</sup> Term (55%)    2<sup>nd</sup> Term (65%)    3<sup>rd</sup> Term (80%)    4<sup>th</sup> Term (90%)

- (c) Apprenticeship level certifications will be provided by CMAW to AARC-West Scaffolding Inc. with dispatch, upon request.

**4.405 Material Handlers/Pre-Apprentices**

- (a) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be 55% of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project. No Employer contribution to the Union Pension Plan shall be required on behalf of a Material Handler/Pre-Apprentice.
- (b) The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the carpenter. A Material Handler/Pre-Apprentice shall in the case of competent workers be a possible source of future apprentices.

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

Annual vacation pay shall be six percent (6%) of gross earnings and statutory holiday pay shall be six percent (6%) of gross earnings. Annual vacation pay and

statutory holiday pay shall be combined at the rate of 12% 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 Appendix "B".

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding 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) 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.

#### **4.600 Employer Contributions**

The Employer contributions as provided for within the attached Schedules shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of "hours earned".

#### **4.601 CMAW Benefits**

The Employer shall contribute the required amount(s) to CMAW Benefits in the manner set forth in Article 5.000. Such amount(s), and the effective date (s) applicable thereto, shall be as stipulated within the attached Schedules.

#### **4.602 CMAW Target Pension Plan**

- (a) The Employer shall contribute the required amount(s) to the CMAW Target Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.
- (b) The required Employer contribution to the CMAW Target Pension Plan on behalf of Apprentices shall be the applicable percentage of the required Employer contribution for Certified Journeypersons in accordance with the following schedule.

Apprentices:	1 <sup>st</sup> Term and 2 <sup>nd</sup> Term	55%
	3 <sup>rd</sup> Term and 4 <sup>th</sup> Term	75%

- (c) No Employer contribution to the Union Pension Plan shall be required on behalf of Material Handlers/Pre-Apprentices.

#### **4.603 CMAW Administration Fund**

The Employer shall contribute the required amount(s) to the CMAW Administration Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

#### **4.604 CMAW Training Fund**

The Employer shall contribute the required amount(s) to the CMAW Training Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

#### **4.605 Contract Administration Fund (CAF)**

The Employer shall contribute the required amount(s) to the CAF in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

Notwithstanding the foregoing, the Employer may alter the amount by providing the Union with 60 calendar days' written notice. The Employer 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.

### **4.700 Employee Deductions**

The Union may, pursuant to the *Labour Relations Code*, alter any existing required Employee deduction amount(s) and/or implement any new Employee deduction amount(s), by providing the Employer with 60 calendar Days' written notice of its intention to do so,

#### **4.701 Field Dues**

The Employer shall deduct the required amount(s) for Field Dues and shall process such deductions in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

#### **4.702 CMAW Local Check-Off**

The Employer shall deduct the required amount(s) for CMAW Local Check-Off when working within the respective geographical jurisdiction of each CMAW Local(s) which requires same, and shall process such deduction in the manner set forth in Article 5.000. Each Local retains the right to not require the deduction of CMAW Local Check-Off.

**(a) CMAW Local 1995**

The required CMAW Local Check OFF amount(s) for CMAW Local 1995 shall be as stipulated within the attached Schedules.

**(b) All Other CMAW Locals**

The required CMAW Local Check Off amount(s) for all other CMAW Locals shall be as stipulated in writing to the Employer.

**4.800 Payment of Wages**

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

- 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 will be made by 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. Notwithstanding the foregoing, cheque statements may be provided electronically via secure internet/email.
- 4.804** Where an employee is not paid in accordance with Articles 4.801 and 4.802, CMAW will contact the Employer for rectification within one (1) business day. If not rectified, such employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.
- 4.805** Any Employer whose head office is located outside of BC shall establish a payroll office within Canada.



**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.

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**ARTICLE 5.000                      MONTHLY REMITTANCES**

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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 the attached Schedules.
- 5.102** Such Employer remittance shall:
- (a)** be made by a single payment, payable to Carpenter Workers' Fund, 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 Carpenter Workers' Fund not later than the 15<sup>th</sup> 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) Notwithstanding Article 5.103 (a), the Union designated Plan Administrator 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 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 48 hours in writing of any delinquency. If the Employer fails to respond within 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 Reports.

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### **ARTICLE 6.000                      HOURS OF WORK AND OVERTIME**

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#### **6.100     Regular Hours**

- 6.101** Eight (8) hours shall constitute the regular work day and five (5) days, 40 hours shall constitute the regular work week.
- 6.102** The regular work week shall be between 8:00 am Monday and 4:30 pm Friday, and the regular work day shall be as per the following schedule:
- |                            |                        |           |
|----------------------------|------------------------|-----------|
| Straight Time:             | 8:00 am to 12:00 noon  | 4.0 hours |
| Meal:                      | 12:00 noon to 12:30 pm | 0 hours   |
| Straight Time:             | 12:30pm to 4:30 pm     | 4.0 hours |
| Total Straight Time Hours: |                        | 8.0 hours |

**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 revoke 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) hour's notice of termination, or one (1) hour's 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** The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate.
- 6.202** All other overtime hours, including all hours worked in excess of ten (10) hours per day, Monday through Friday, and all hours worked on Saturdays, Sundays, and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate. Saturday overtime has been sunset for the term of this Agreement at one and one-half (1 ½) times for the first ten (10) hours.
- 6.203** Notwithstanding any/all contrary provisions of this Agreement, 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 supercede any/all contrary provisions of this Agreement.

#### **6.301     Hours of Work**

- (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 applicable shift premium shall apply.
- (c) Notwithstanding Articles 6.301 (a) and (b), 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.

#### **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, shall be payable at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate.
- (b) All other overtime hours, including all hours worked in excess of ten (10) hours per day during the regular work week, and all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate. Saturday overtime has been sunset for the term of this Agreement at one and one-half (1 ½) times for the first ten (10) hours.

#### **6.303     Statutory Holidays**

All statutory holidays which occur during a compressed (or alternate) work week 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. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

## **6.400     Shifts**

### **6.401     Scheduling of Shifts**

- (a) 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.
- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

### **6.402     Shift Premiums**

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. Such shift premium shall be payable in accordance with Articles 6.402 (a) and 6.402 (b). Notwithstanding the foregoing, such shift premiums shall not be payable on Saturdays, Sundays or statutory holidays.

#### **(a)     Day Shift**

No shift premium.

#### **(b)     Afternoon Shift and Night Shift**

A shift premium of six dollars (\$6.00) per hour worked shall be added to the otherwise applicable Certified Journeyman minimum hourly wage rate. Such shift premium shall be the same amount regardless of whether it is paid on a straight time hour or an overtime hour, and shall be recalculated accordingly for all other employee classifications pursuant to each respective corresponding wage rate percentage.

- (i) Holiday pay shall not be payable on a shift premium.
- (ii) Second and subsequent meal breaks shall not be considered as hours worked.
- (iii) Overtime shall be payable for all hours of work performed in excess of eight (8) hours per shift. Refer also to Article 6.203.

- (iv) An Afternoon Shift shall be defined as any shift which commences at any time on or after 3:30 pm but before 8:30 pm. A Night Shift shall be defined as any shift which commences at any time on or after 8:30 pm but on or before 1:00 am.

#### **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. Notwithstanding the foregoing, 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** Notwithstanding Article 6.501, 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.
- 6.503** Notwithstanding Article 6.501 and/or Article 6.502, in the event an employee reports to work after the scheduled start time of his/her shift, and/or elects to leave work prior to the scheduled completion of his/her shift, such employee shall only be paid for actual hours worked.

#### **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** Notwithstanding Article 6.601, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of 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 regularly 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 Appendix "C" (Letter of Interpretation Re: Meal Breaks) for details.

### **ARTICLE 7.000**

### **TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS**

#### **7.100 Metro Travel Premium**

On projects located within the Lower Mainland/Fraser Valley metropolitan area, the Employer shall pay a metro travel premium of ninety cents (\$0.90) per hour worked to all employees. Such premium shall be added to the employee's otherwise applicable hourly wage rate. The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

#### **7.200 Daily Travel Allowance**

Effective November 1, 2012, all metro zones on Vancouver Island have been eliminated. As a result, from this date onward, a daily travel allowance may be applicable on Vancouver Island projects in accordance with Article 7.200.

#### **7.201 Metropolitan Areas**

No daily travel allowance shall be payable on any project located within the Lower Mainland/Fraser Valley metropolitan area. Only the applicable metro travel premium shall apply on such projects.

#### **7.202 Local Resident Employees**

Refer to Appendix "A" for definition of Local Resident Employee.

- (a) No daily travel allowance shall be payable to any local resident employee on any project located inside the Lower Mainland/Fraser Valley. A daily travel allowance, pursuant to the following schedule, shall be paid to any local resident employee who uses his/her own vehicle to travel daily from his/her residence to a project located outside of the Lower Mainland/Fraser Valley.

First 40 road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	maximum allowed by the CRA

The distance travelled shall be calculated using Google Maps from the employee's community of residence to the project, via the most direct route.

- (b) The daily travel allowance shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expense reimbursements.
- (c) It is understood that mileage reimbursements will be paid in accordance with Canada Revenue Agency guidelines and is subject to change
- (d) Where an employee is required to commute to the jobsite using company transport, the employee will be paid hourly travel at their applicable classification rate (see Article 4.400) for any journey time beyond one half (½) hour each way. The driver will be paid for the full journey.

### **7.203 Out-of-Town Projects**

Notwithstanding any/all contrary provisions of Article 7.203, alternative daily travel arrangements may be established on out-of-town projects upon the mutual agreement of the Union and the Employer.

- (a) No daily travel allowance and/or daily travel time shall be payable to an employee who selects Option #1 in accordance with Article 7.401.
- (b) A daily travel allowance shall be payable to an employee who selects Option #2 in accordance with Article 7.401. Refer to Article 7.401, Option #2, for details.
- (c) Where Employer supplied transportation is provided, such transportation shall conform with, and operate in compliance with, all applicable provincial government regulations and standards, including but not limited to the *Motor Vehicle Act* and the *Workers Compensation Act*.

### **7.300 Non Local Resident Employee – Initial and Terminal Travel Allowance**

This Article does not apply to Local Resident Employees. Refer to Appendix “A” for definition.

#### **7.301**

- (a) The Employer shall pay an initial and terminal travel allowance, pursuant to the following schedule, to any non local resident who is directed or dispatched to an out-of-town project. Such schedule shall be subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage reimbursements as published annually by the Canada Revenue Agency shall be paid.
- (b) Such allowance shall be payable each way, and the distance travelled shall be calculated using Google Maps from the employee’s community of residence to the project, via the most direct route. Notwithstanding the foregoing, a non local resident employee shall not alter his/her residence of record with an intention to increase the travel allowance which would otherwise apply.



(c) Refer to Article 7.202 for further clarification and exceptions.

**7.302** Notwithstanding any/all contrary provision(s) of this Agreement:

**(a) Ferry Fares**

The Employer shall reimburse an employee, upon the submission of the appropriate receipts, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. Such ferry fares shall be limited to one (1) standard length/height vehicle plus driver, each way. Tolls shall not be a reimbursable expense.

**(b) Air Travel**

Where an employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

- (i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, including one (1) bag up to 50 lbs., plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (ii) The Employer shall pre-arrange the air travel to/from the airport nearest the employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an employee to fly "standby".
- (iii) The employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

**(c) Standard "Lump Sum" Amount Option**

Where a variety of travel distances exist for employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance "lump sum" amount which shall be paid to all applicable employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**(d) Timing of Payment**

The Employer shall ensure that an employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses (i.e. ferry fares, etc.) within seven (7) calendar days of the employee's first shift on the project. Notwithstanding the foregoing, the Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**(e) Termination of Employment**

In the event an employee voluntarily terminates his/her own employment after having been on the project for less than 15 calendar days, the Employer shall not be required to pay the employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the employee's final pay cheque.

**7.400 Room and Board**

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

**7.401** Each employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the employee's employment on such project.

The choice of options shall be at the sole discretion of the employee, and the employee shall provide the Employer with written notice of their selection upon request. The Employer shall likewise provide a copy of the employee's written notice of selection to the Union upon request. Both options shall be payable on the basis of seven (7) days per week. The Union will include the employee's selection on the dispatch.

**Option #1:**

The Employer shall provide a non local resident employee with a daily lump sum Living Out Allowance (LOA).

Effective May 1, 2019	\$ 145.00
Effective May 1, 2020	\$ 150.00
Effective May 1, 2022	\$ 155.00

**Option #2:**

(a) The Employer shall provide a non local resident employee with a single room plus a daily meal allowance.

Effective May 1, 2019	\$ 65.00
Effective May 1, 2020	\$ 67.50
Effective May 1, 2022	\$ 70.00

(b) No daily travel time shall be paid to an employee who selects Option #2, however the following terms and conditions shall be applicable.

(i) If the Employer provided room is 40 road kilometres or less from the project, no daily travel allowance shall be paid.

(ii) If the Employer provided room is more than 40 road kilometres from the project, a daily travel allowance shall be paid, each way, to/from the 40

road kilometer boundary, pursuant to the following schedule. Such allowance shall be subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.

To/from the 40 road kilometer boundary, each way, each day	not applicable
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All additional road kilometres, each way, each day	maximum allowable by Canada Revenue Agency
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- (iii) If the employee(s) requested to use air travel to the project in accordance with Article 7.302 (b), Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis.
- (iv) If the employee(s) did not request to use air travel to the project in accordance with Article 7.302 (b), no Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis, and the employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
- (v) Notwithstanding any/all contrary provisions of this Agreement, any employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

**7.402** If an employee resides more than 70 kilometres from the project and such employee would otherwise be required to travel daily between the project and his residence between November 1<sup>st</sup> through April 30<sup>th</sup> annually, such employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project. Notwithstanding the foregoing, a temporary out-of-town project designation may apply only during the period November 1<sup>st</sup> through April 30<sup>th</sup>.

- (a) The Employer shall consider each such request on its individual merits, and shall advise the employee whether or not their request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the employee due to inclement winter road conditions.
- (b) If the project is designated as a temporary out-of-town project, the employee shall be deemed to have selected Room and Board Option #2 in accordance with Article 7.401, and shall no longer travel daily between the project and his residence.

**7.500      Pre-Tender and Pre-Job Conferences**

It is strongly recommended that the Employer reviews with the Union the intended application of all travel and accommodation provisions with respect to an out-of-town project in order to confirm that a common understanding exists. Such review and confirmation should take place prior to the commencement of work, or if possible, prior to the date of tender.

**7.600      Periodic Leave and Compassionate Leave****7.601**

- (a) On out-of-town projects of over 50 calendar days' duration, a periodic leave shall be made available to employees every 40 calendar days.
- (b) When leave is desired in accordance with Article 7.601 (a), an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.

0 km to 249 km	n/a
250 km to 500 km	\$175.00
501 km to 750 km	\$275.00
751 km to 1,000 km	\$375.00
Over 1,000 km	\$475.00

The mileage shall be computed from the project to the employee's place of residence.

**7.602**

- (a) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the employee.
- (b) The timing of such periodic leave shall be decided by mutual agreement. Living Out Allowances shall not be paid during leave periods.

**7.603**

- (a) For the purposes of Article 7.600, the term "out-of-town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than 320 kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the employee's residence.
- (b) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the employee and Employer subject to the same qualifiers provided in the periodic leave.

**7.604**

- (a) An employee who resides within the province of BC shall only receive leave if they return to the transportation terminal nearest their residence.
- (b) An employee who does not reside within the province of BC shall only receive leave if they return to their point of dispatch within the province of BC.

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

**7.606** Interpretations contained within Article 7.600 shall not be applied to any other provision contained within this Agreement.

**7.700 Camp Projects****7.701 Accommodations**

- (a) Camp accommodations, when supplied, shall meet the standards and requirements of the BC Construction Camp Rules and Regulations, 2008-2014, as amended from time to time. An employee may refuse to live in accommodations which do not meet such standards.
- (b) Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the employee.

**7.702 Weekend Checkout**

At the Employer's request, any employee who is living in camp accommodations paid by the Employer may, on any weekend, vacate or check out of such accommodation and the Employer shall pay such employee twenty dollars (\$20.00) per day.

- (a) The employee must turn in his meal ticket or sign a checkout in advance.
- (b) To qualify, an employee must work his scheduled shift prior to the weekend and/or statutory holiday and his scheduled shift after the weekend and/or statutory holiday.

**7.800 Marshalling Points**

**7.801** On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to 30 minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of 30 minutes.

**7.802** Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of

return to that point on conclusion of work, excluding the meal period where applicable, shall be paid at the applicable straight time or overtime hourly wage rate.

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**ARTICLE 8.000                      HIRING AND MOBILITY OF WORKFORCE**

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

**8.100        General Provisions**

- 8.101**    The term “project Local” as used within Article 8.000 shall be defined as the Local in whose jurisdiction the project is located.
- 8.102**    The term “transfer” as used within Article 8.000 shall not be misconstrued to mean the transfer of Union membership from one (1) Local to another.
- 8.103**    Notwithstanding any/all contrary provisions of Article 8.000:
- (a)**    There shall also be no restrictions/limitations on the Employer’s right to transfer an employee(s) from one (1) project to another. When a non local resident employee(s) is transferred between two (2) out-of-town projects, such employee shall be paid the required initial and terminal travel allowance in accordance with Article 7.301, plus an additional travel allowance payable from the point of the first project to the point of the second project. The “per road kilometer” rate for the additional travel allowance shall be the same as the applicable initial and terminal allowance rate. Notwithstanding any/all contrary provisions of this Agreement, the initial travel allowance shall be payable from point of dispatch to the point of the first project, while the terminal travel allowance shall be paid from the point of the second project back to the point of dispatch.

**8.200        Name Request Employees and Local Dispatch Employees**

- 8.201**    The Employer may recall any/all members of the project Local who have worked for the Employer within the previous six (6) months, and employ such members on the project.
- 8.202**
- (a)**    In addition the Employer may name request employees employed in accordance with Article 8.201, the Employer may also name request one (1) member of the project Local for each one (1) member of the project Local dispatched by the project Local.

- (b) Thereafter, the project Local shall have the right to dispatch all remaining employees required by the Employer on the project, providing such employees are members of the project Local.

**8.300     Inability of Local to Fulfill Dispatch Request**

If the project Local is unable to dispatch employees within 24 hours of the project Local's receipt of the Employer's dispatch request (weekends exempted), the Employer may proceed as follows, but only to the extent that doing so is necessary to fulfill the Employer's dispatch request.

- 8.301**     Transfer to the project any/all remaining employees currently on the Employer's payroll, regardless of the home Local of such employees, and/or
- 8.302**     Choose to obtain employees elsewhere, provided that any such individuals become Union members within two (2) weeks of date of hire and remain Union members as a condition of continuing employment, and/or
- 8.303**     Request the project Local to dispatch any/all required employees from another Local which is an affiliate member in good standing of the Union. When making such a request, the Employer shall retain the right to choose the order in which such other Local(s) are contacted. The intent of the parties is to minimize the cost to the Employer for initial and terminal travel.

**8.400     Differentiation of Employee Classifications**

Notwithstanding any/all contrary provisions of this Agreement, the project Local shall not make any attempt to dispatch an employee of a different employee classification (i.e. Certified Journeyman, Apprentice, Material Handler/Pre-Apprentice) than was requested by the Employer. In particular, the project Local shall not make any attempt to restrict or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.404 (a).

**8.500     Reduction in Project Crew**

- 8.501**     The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.
- 8.502**     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 and resident members of the project Local.

**8.600     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.

**8.700      Retired Members**

The Employer may employ a Union member(s) who is collecting his/her pension benefits. Notwithstanding the foregoing, no Employer contribution to the CMAW Target Pension Plan shall be required on behalf of such an employee, however an equivalent amount shall be paid to the employee directly as wages/earnings.

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**ARTICLE 9.000                      JOB STEWARDS AND UNION REPRESENTATIVES**

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**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 his duties.
- 9.104**    Refer also to Article 8.502 regarding preference for continued employment of Job Stewards.
- 9.105**    Job Stewards will be paid a premium of \$1.50 per hour on major projects only. Major projects shall be defined as lasting 3 or more months and having 150 or more CSSL scaffolders at site.

**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 Representative(s) interfere with employees during working hours unless permission is granted.

**9.300      Leave of Absence**

- 9.301**    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.
- 9.302**    The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.



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**ARTICLE 10.000 HEALTH AND SAFETY**

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**10.100 Fitness for Work**

It is the Employee's obligation to report fit for work on each and every shift. Fit for work means free from impairment by drugs, alcohol, or fatigue. The Employee shall also report to work physically fit in sufficient measure so as to be able to satisfactorily perform the customary duties and obligations of the employee's trade.

**10.200 Safety Equipment**

**10.201** The employee is responsible for providing clothing needed for protection against the natural elements and safety footwear. The Employer shall provide, at no cost to the employee, safety headgear and all other items of personal protective equipment required pursuant to WSBC regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an employee's pay cheque if such equipment is not returned.

**10.202** 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(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

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

**10.300 Accident Prevention Regulations**

**10.301** 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.

**10.302** Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.

**10.303** Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

**10.400 Project Inspections**

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

**10.500 Injured or Sick Employees**

**10.501** The Employer shall cover all transportation costs not otherwise covered by WSBC 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 WSBC, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.

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

**10.503** Refer also to Article 8.600 and Article 11.502.

**10.600 Drugs and Alcohol Testing**

The parties agree that a drug and alcohol policy will be in effect in accordance with the provisions of the "Canadian Model for Providing a Safe Workplace" as the same may be amended from time to time. In the event that a work site owner or contractor has a policy that the Employer is required to follow in order to work on that site, the Employee will be bound by that work site policy in addition to this policy, and in the event of conflict, the work site policy will prevail. Specifically, if the work site policy requires access testing, random testing or incident testing, then both the Employer and the Employee shall be bound to cooperate in that testing regime.

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**ARTICLE 11.000 WORKING CONDITIONS**

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**11.100 Harassment**

Employees shall have the right to work in an environment free from harassment. In addition, the Parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

**11.200 Project Facilities****11.201 Toilets**

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of

fiberglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every 15 building tradespersons on a project.

#### **11.202 Drinking Water**

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

#### **11.203 Telephone Access**

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

#### **11.204 Clean Up Facilities**

The Employer shall provide clean up facilities, hand cleaner and paper towels.

### **11.300 Lockup**

**11.301** A lockup shall be provided for employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room, and as a lunch room.

**11.302** Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of 15 square feet per employee.

**11.303** Each lockup shall have windows and venting with adequate lighting and provision for continuous heat 24 hours a day.

**11.304** The Employer shall be responsible for having the lockup(s) cleaned out daily and kept clear of building material and other construction paraphernalia.

### **11.400 Vehicles**

No employee shall be permitted to use his own motor vehicle in a manner which is unfair to other employees and/or contrary to the best interests of the Union.

### **11.500 Tools, Equipment and Protective Clothing**

**11.501** The tools of an employee starting a new job shall be in good condition and shall be kept so on the Employer's time.

**11.502** The cost of transporting an employee's tools shall be paid for by the Employer. Notwithstanding the foregoing, although employees will normally take their tools with them, when the Employer makes other arrangements for transporting an employee's tools such employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick employee to the employee's point of dispatch.

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

**11.600    Insurance**

An employee shall submit an inventory of his tools and working apparel on the project to the Employer upon request, and the Employer shall replace an employee's tools and working apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.

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**ARTICLE 12.000                      JOINT LABOUR/MANAGEMENT MEETINGS**

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The parties may meet to address issues of mutual interest and importance. Such meeting(s) shall be scheduled on an "as needed basis". Any proposed changes to this Agreement which are mutually agreed to by the parties at such meeting(s) shall be in writing, but shall not be implemented unless/until such changes are duly ratified by the parties.

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**ARTICLE 13.000                      JOINT RECOVERY PROGRAM**

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**13.100    Process**

**13.101** The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project.

**13.102** The Joint Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement.

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**ARTICLE 14.000                      GRIEVANCE PROCEDURE**

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**14.100    Definitions**

**14.101** A grievance shall be defined as any difference between the parties to this

Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

**14.102** The two (2) parties to any grievance shall be the Union and the respective signatory Employer(s).

**14.200 Time Limits**

No grievance shall be entertained by either party or an arbitrator unless instituted by the aggrieved party within 30 calendar days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within 15 calendar days of its occurrence. An occurrence shall be each day an alleged violation continues. (The foregoing time limits do not apply to wage claims.)

**14.300 Procedure**

**14.301 Step 1**

The Job Steward or Union Representative shall first discuss the grievance with the Foreman or project superintendent, and if they agree their discussion shall be final. An Employer shall first discuss the grievance with the Union Representative.

**14.302 Step 2**

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

**14.303 Step 3**

If the grievance is not resolved pursuant to Step 2 within ten (10) business days of being set out in writing and delivered to the other party, the grievance shall be referred to arbitration by a single Arbitrator.

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**ARTICLE 15.000                      MANAGEMENT RIGHTS**

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The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement or in applicable federal or provincial legislation.

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**ARTICLE 16.000                      SAVINGS CLAUSE**

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**16.100** In the event that any clause, section or article of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, other than those as to which it

has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- 16.200** In the event that any clause, section or article of this Agreement should be 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 clause, section or article during the period of invalidity or restraint.
- 16.300** In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 14.000.

**ARTICLE 17.000** **"CLEAN UP" OF AGREEMENT**

During the preparation of this Agreement, mutually agreed upon adjustments were made to format and language in order to address/delete redundant provisions, vague language, logic, consistency, and grammar. The parties have agreed to the resulting changes and provisions.

## SIGNATURE OF PARTIES

Dated this 4 day of Dec, 2019.

Dated this 6 day of Dec, 2019.

Signed on behalf of:

Signed on behalf of:

AARC-West Scaffolding Inc.

Construction, Maintenance and Allied Workers  
Canada

"Signature on File"  
Jeanette Santa Juana, CFO

"Signature on File"  
Chris Wasilenchuk, President

"Signature on File"  
Paul Nedelec, Secretary Treasurer

## SCHEDULE "A1.1" - INDUSTRIAL

EFFECTIVE MAY 01, 2019

SCHEDULE "A1.1"  
CARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
INSIDE LOWER MAINLAND/FRASER VALLEY**"Inside" Lower Mainland/Fraser Valley****Effective May 01 2019**

Schedule "A1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Employer Contributions					Total Package
						CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund	CAF	
Base Rates		41.40	0.90	42.30	0.12	2.40	4.09	0.40	0.20	0.32	
<b>Journey person</b>											
General Foreman (GF)	120%	49.68	0.90	50.58	6.07	2.40	4.09	0.40	0.20	0.32	64.06
Foreman (FM)	115%	47.61	0.90	48.51	5.82	2.40	4.09	0.40	0.20	0.32	61.74
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>41.40</b>	<b>0.90</b>	<b>42.30</b>	<b>5.08</b>	<b>2.40</b>	<b>4.09</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>54.79</b>
<b>Apprentice Carpenter</b>											
4th Term (4th)	90%	37.26	0.90	38.16	4.58	2.40	3.07	0.40	0.20	0.32	49.13
3rd Term (3rd)	80%	33.12	0.90	34.02	4.08	2.40	3.07	0.40	0.20	0.32	44.49
2nd Term (2nd)	65%	26.91	0.90	27.81	3.34	2.40	2.25	0.40	0.20	0.32	36.72
1st Term (1st)	55%	22.77	0.90	23.67	2.84	2.40	2.25	0.40	0.20	0.32	32.08
<b>Non-Ticketed Carpenter</b>	90%	37.26	0.90	38.16	4.58	2.40	3.68	0.40	0.20	0.32	49.74
<b>Material Handler/Pre-Apprentice (MH/PA)</b>	55%	22.77	0.90	23.67	2.84	2.40	0.00	0.40	0.20	0.32	29.83

**Employee Deductions and Employer Contributions per hour on hours "EARNED"**

Hourly Dues to CMAW	\$0.89
Local Union Check Off Local 1995	\$0.25

## SCHEDULE "B1.1" - INDUSTRIAL

EFFECTIVE MAY 01, 2019

## SCHEDULE "B1.1"

## CARPENTERS

## EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

## INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2019

Schedule "B1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Semi-Skilled	MH/PA
CMAW Benefits	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers' Pension Plan	4.09	4.09	4.09	3.07	3.07	2.25	2.25	3.68	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.41</b>	<b>7.41</b>	<b>7.41</b>	<b>6.39</b>	<b>6.39</b>	<b>5.57</b>	<b>5.57</b>	<b>7.00</b>	<b>3.32</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off (CMAW Local 1995)	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>*Total Employee Deductions</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>
<b>Total Hourly Remittance to CWF</b>									
	ST	8.30	8.30	7.28	7.28	6.46	6.46	7.89	4.21
	1.5x OT	12.45	12.45	10.92	10.92	9.69	9.69	11.84	6.32
	2x OT	16.60	16.60	14.56	14.56	12.92	12.92	15.78	8.42
<b>Total Hourly Remittance to Local 1995</b>									
	ST	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
	1.5x OT	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38
	2x OT	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".



## SCHEDULE "A2.1" - INDUSTRIAL

EFFECTIVE MAY 01, 2019

SCHEDULE "A2.1"  
CARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
OUTSIDE LOWER MAINLAND/FRASER VALLEY

"Outside" Lower Mainland/Fraser Valley

Effective May 01 2019

Schedule "A2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions				CAF	Total Package
				CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund		
Base Rates		41.40	0.12	2.40	4.09	0.40	0.20	0.32	
<b>Journey person</b>									
General Foreman (GF)	120%	49.68	5.96	2.40	4.09	0.40	0.20	0.32	63.05
Foreman (FM)	115%	47.61	5.71	2.40	4.09	0.40	0.20	0.32	60.73
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>41.40</b>	<b>4.97</b>	<b>2.40</b>	<b>4.09</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>53.78</b>
<b>Apprentice Carpenter</b>									
4th Term (4th)	90%	37.26	4.47	2.40	3.07	0.40	0.20	0.32	48.12
3rd Term (3rd)	80%	33.12	3.97	2.40	3.07	0.40	0.20	0.32	43.48
2nd Term (2nd)	65%	26.91	3.23	2.40	2.25	0.40	0.20	0.32	35.71
1st Term (1st)	55%	22.77	2.73	2.40	2.25	0.40	0.20	0.32	31.07
<b>Non-Ticketed Carpenter</b>	90%	37.26	4.47	2.40	3.68	0.40	0.20	0.32	48.73
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	22.77	2.73	2.40	0.00	0.40	0.20	0.32	28.82

## Employee Deductions and Employer Contributions per hour on hours "EARNED"

Hourly Dues to CMAW \$0.89

Local Union Check Off - Refer to Article 4.702

## SCHEDULE "B2.1" - INDUSTRIAL

EFFECTIVE MAY 01, 2019

SCHEDULE "B2.1"  
CARPENTERSEMPLOYER CONTRIBUTIONS AND EMPLOYEE  
DEDUCTIONS OUTSIDE LOWER MAINLAND/FRASER

"Outside" Lower Mainland/Fraser Valley

Effective May 01 2019

Schedule "B2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
Employer Contributions:		FM	CJP	4th	3rd	2nd	1st	Semi-Skilled	MH/PA
CMAW Benefits	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers' Pension Plan	4.09	4.09	4.09	3.07	3.07	2.25	2.25	3.68	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.41</b>	<b>7.41</b>	<b>7.41</b>	<b>6.39</b>	<b>6.39</b>	<b>5.57</b>	<b>5.57</b>	<b>7.00</b>	<b>3.32</b>
Employee Deductions:									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off									Refer to Article 4.702
<b>*Total Employee Deductions</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>
Total Hourly Remittance to CWF	ST	8.30	8.30	7.28	7.28	6.46	6.46	7.89	4.21
	1.5x OT	12.45	12.45	10.92	10.92	9.69	9.69	11.84	6.32
	2x OT	16.60	16.60	14.56	14.56	12.92	12.92	15.78	8.42
Total Hourly Remittance to Other Locals	ST								Refer to Article 4.702
	1.5x OT								Refer to Article 4.702
	2x OT								Refer to Article 4.702

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

## SCHEDULE "A1.2" - INDUSTRIAL

EFFECTIVE MAY 01, 2020

SCHEDULE "A1.2"  
CARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2020

Schedule "A1.2" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Employer Contributions				CAF	Total Package
						CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund		
Base Rates		41.70	0.90	42.60	0.12	2.40	4.09	0.40	0.20	0.32	
<b>Journey person</b>											
General Foreman (GF)	120%	50.04	0.90	50.94	6.11	2.40	4.09	0.40	0.20	0.32	64.46
Foreman (FM)	115%	47.96	0.90	48.86	5.86	2.40	4.09	0.40	0.20	0.32	62.13
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>41.70</b>	<b>0.90</b>	<b>42.60</b>	<b>5.11</b>	<b>2.40</b>	<b>4.09</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>55.12</b>
<b>Apprentice Carpenter</b>											
4th Term (4th)	90%	37.53	0.90	38.43	4.61	2.40	3.07	0.40	0.20	0.32	49.43
3rd Term (3rd)	80%	33.36	0.90	34.26	4.11	2.40	3.07	0.40	0.20	0.32	44.76
2nd Term (2nd)	65%	27.11	0.90	28.01	3.36	2.40	2.25	0.40	0.20	0.32	36.94
1st Term (1st)	55%	22.94	0.90	23.84	2.86	2.40	2.25	0.40	0.20	0.32	32.27
<b>Non-Ticketed Carpenter</b>	<b>90%</b>	<b>37.53</b>	<b>0.90</b>	<b>38.43</b>	<b>4.61</b>	<b>2.40</b>	<b>3.68</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>50.04</b>
<b>Material Handler/Pre-Apprentice (MH/PA)</b>	<b>55%</b>	<b>22.94</b>	<b>0.90</b>	<b>23.84</b>	<b>2.86</b>	<b>2.40</b>	<b>0.00</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>30.02</b>

## Employee Deductions and Employer Contributions per hour on hours "EARNED"

Hourly Dues to CMAW	\$0.89
Local Union Check Off Local 1995	\$0.25

## SCHEDULE "B1.2" - INDUSTRIAL

EFFECTIVE MAY 01, 2020

SCHEDULE "B1.2"  
CARPENTERSEMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS  
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2020

Schedule "B1.2" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
Employer Contributions:		FM	CJP	4th	3rd	2nd	1st	Semi-Skilled	MH/PA
CMAW Benefits	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers' Pension Plan	4.09	4.09	4.09	3.07	3.07	2.25	2.25	3.68	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.41</b>	<b>7.41</b>	<b>7.41</b>	<b>6.39</b>	<b>6.39</b>	<b>5.57</b>	<b>5.57</b>	<b>7.00</b>	<b>3.32</b>
Employee Deductions:									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off (CMAW Local 1995)	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>*Total Employee Deductions</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>
Total Hourly Remittance to CWF									
	ST	8.30	8.30	7.28	7.28	6.46	6.46	7.89	4.21
	1.5x OT	12.45	12.45	10.92	10.92	9.69	9.69	11.84	6.32
	2x OT	16.60	16.60	14.56	14.56	12.92	12.92	15.78	8.42
Total Hourly Remittance to Local 1995									
	ST	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
	1.5x OT	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38
	2x OT	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

## SCHEDULE "A2.2" - INDUSTRIAL

EFFECTIVE MAY 01, 2020

SCHEDULE "A2.2" CARPENTERS	MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG OUTSIDE LOWER MAINLAND/FRASER VALLEY
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"Outside" Lower Mainland/Fraser Valley

Effective May 01 2020

Schedule "A2.2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions				CAF	Total Package
				CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund		
Base Rates		41.70	0.12	2.40	4.09	0.40	0.20	0.32	
<b>Journey person</b>									
General Foreman (GF)	120%	50.04	6.00	2.40	4.09	0.40	0.20	0.32	63.45
Foreman (FM)	115%	47.96	5.76	2.40	4.09	0.40	0.20	0.32	61.13
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>41.70</b>	<b>5.00</b>	<b>2.40</b>	<b>4.09</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>54.11</b>
<b>Apprentice Carpenter</b>									
4th Term (4th)	90%	37.53	4.50	2.40	3.07	0.40	0.20	0.32	48.42
3rd Term (3rd)	80%	33.36	4.00	2.40	3.07	0.40	0.20	0.32	43.75
2nd Term (2nd)	65%	27.11	3.25	2.40	2.25	0.40	0.20	0.32	35.93
1st Term (1st)	55%	22.94	2.75	2.40	2.25	0.40	0.20	0.32	31.26
<b>Non-Ticketed Carpenter</b>	90%	37.53	4.50	2.40	3.68	0.40	0.20	0.32	49.03
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	22.94	2.75	2.40	0.00	0.40	0.20	0.32	29.01

**Employee Deductions and Employer Contributions per hour on hours "EARNED"**

Hourly Dues to CMAW \$0.89

Local Union Check Off - Refer to Article 4.702



## SCHEDULE "B2.2" - INDUSTRIAL

EFFECTIVE MAY 01, 2020

SCHEDULE "B2.2"  
CARPENTERSEMPLOYER CONTRIBUTIONS AND EMPLOYEE  
DEDUCTIONS OUTSIDE LOWER MAINLAND/FRASER

"Outside" Lower Mainland/Fraser Valley

Effective May 01 2020

Schedule "B2.2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
Employer Contributions:		FM	CJP	4th	3rd	2nd	1st	Semi-Skilled	MH/PA
CMAW Benefits	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers' Pension Plan	4.09	4.09	4.09	3.07	3.07	2.25	2.25	3.68	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.41</b>	<b>7.41</b>	<b>7.41</b>	<b>6.39</b>	<b>6.39</b>	<b>5.57</b>	<b>5.57</b>	<b>7.00</b>	<b>3.32</b>
Employee Deductions:									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.702							
<b>*Total Employee Deductions</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>
Total Hourly Remittance to CWF	ST	8.30	8.30	7.28	7.28	6.46	6.46	7.89	4.21
	1.5x OT	12.45	12.45	10.92	10.92	9.69	9.69	11.84	6.32
	2x OT	16.60	16.60	14.56	14.56	12.92	12.92	15.78	8.42
Total Hourly Remittance to Other Locals	ST	Refer to Article 4.702							
	1.5x OT	Refer to Article 4.702							
	2x OT	Refer to Article 4.702							

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

## SCHEDULE "A1.3" – INDUSTRIAL

EFFECTIVE MAY 01, 2021

SCHEDULE "A1.3"  
CARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2021

Schedule "A1.3" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Employer Contributions				CAF	Total Package
						CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund		
Base Rates		41.90	0.90	42.80	0.12	2.45	4.14	0.40	0.20	0.32	
<b>Journey person</b>											
General Foreman (GF)	120%	50.28	0.90	51.18	6.14	2.45	4.14	0.40	0.20	0.32	64.83
Foreman (FM)	115%	48.19	0.90	49.09	5.89	2.45	4.14	0.40	0.20	0.32	62.49
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>41.90</b>	<b>0.90</b>	<b>42.80</b>	<b>5.14</b>	<b>2.45</b>	<b>4.14</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>55.45</b>
<b>Apprentice Carpenter</b>											
4th Term (4th)	90%	37.71	0.90	38.61	4.63	2.45	3.11	0.40	0.20	0.32	49.72
3rd Term (3rd)	80%	33.52	0.90	34.42	4.13	2.45	3.11	0.40	0.20	0.32	45.03
2nd Term (2nd)	65%	27.24	0.90	28.14	3.38	2.45	2.28	0.40	0.20	0.32	37.17
1st Term (1st)	55%	23.05	0.90	23.95	2.87	2.45	2.28	0.40	0.20	0.32	32.47
<b>Non-Ticketed Carpenter</b>	<b>90%</b>	<b>37.71</b>	<b>0.90</b>	<b>38.61</b>	<b>4.63</b>	<b>2.45</b>	<b>3.73</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>50.34</b>
<b>Material Handler/Pre-Apprentice (MH/PA)</b>	<b>55%</b>	<b>23.05</b>	<b>0.90</b>	<b>23.95</b>	<b>2.87</b>	<b>2.45</b>	<b>0.00</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>30.19</b>

## Employee Deductions and Employer Contributions per hour on hours "EARNED"

Hourly Dues to CMAW \$0.89

Local Union Check Off Local 1995 \$0.25

## SCHEDULE "B1.3" – INDUSTRIAL

EFFECTIVE MAY 01, 2021

SCHEDULE "B1.3"  
CARPENTERSEMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS  
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2021

Schedule "B1.3" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Semi-Skilled	MH/PA
CMAW Benefits	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45
Carpentry Workers' Pension Plan	4.14	4.14	4.14	3.11	3.11	2.28	2.28	3.73	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.51</b>	<b>7.51</b>	<b>7.51</b>	<b>6.48</b>	<b>6.48</b>	<b>5.65</b>	<b>5.65</b>	<b>7.10</b>	<b>3.37</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off (CMAW Local 1995)	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>*Total Employee Deductions</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>
<b>Total Hourly Remittance to CWF</b>									
	ST	8.40	8.40	7.37	7.37	6.54	6.54	7.99	4.26
	1.5x OT	12.60	12.60	11.06	11.06	9.81	9.81	11.98	6.39
	2x OT	16.80	16.80	14.74	14.74	13.08	13.08	15.97	8.52
<b>Total Hourly Remittance to Local 1995</b>									
	ST	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
	1.5x OT	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38
	2x OT	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".



## SCHEDULE "A2.3" – INDUSTRIAL

EFFECTIVE MAY 01, 2021

SCHEDULE "A2.3"  
CARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
OUTSIDE LOWER MAINLAND/FRASER VALLEY

"Outside" Lower Mainland/Fraser Valley

Effective May 01 2021

Schedule "A2.3" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions				CAF	Total Package
				CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund		
Base Rates		41.90	0.12	2.45	4.14	0.40	0.20	0.32	
<b>Journey person</b>									
General Foreman (GF)	120%	50.28	6.03	2.45	4.14	0.40	0.20	0.32	63.82
Foreman (FM)	115%	48.19	5.78	2.45	4.14	0.40	0.20	0.32	61.48
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>41.90</b>	<b>5.03</b>	<b>2.45</b>	<b>4.14</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>54.44</b>
<b>Apprentice Carpenter</b>									
4th Term (4th)	90%	37.71	4.53	2.45	3.11	0.40	0.20	0.32	48.72
3rd Term (3rd)	80%	33.52	4.02	2.45	3.11	0.40	0.20	0.32	44.02
2nd Term (2nd)	65%	27.24	3.27	2.45	2.28	0.40	0.20	0.32	36.16
1st Term (1st)	55%	23.05	2.77	2.45	2.28	0.40	0.20	0.32	31.47
<b>Non-Ticketed Carpenter</b>	90%	37.71	4.53	2.45	3.73	0.40	0.20	0.32	49.34
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	23.05	2.77	2.45	0.00	0.40	0.20	0.32	29.19

## Employee Deductions and Employer Contributions per hour on hours "EARNED"

Hourly Dues to CMAW \$0.89

Local Union Check Off - Refer to Article 4.702

## SCHEDULE "B2.3" – INDUSTRIAL

EFFECTIVE MAY 01, 2021

SCHEDULE "B2.3"  
CARPENTERSEMPLOYER CONTRIBUTIONS AND EMPLOYEE  
DEDUCTIONS OUTSIDE LOWER MAINLAND/FRASER

"Outside" Lower Mainland/Fraser Valley

Effective May 01 2021

Schedule "B2.3" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Semi-Skilled	MH/PA
CMAW Benefits	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45
Carpentry Workers' Pension Plan	4.14	4.14	4.14	3.11	3.11	2.28	2.28	3.73	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.51</b>	<b>7.51</b>	<b>7.51</b>	<b>6.48</b>	<b>6.48</b>	<b>5.65</b>	<b>5.65</b>	<b>7.10</b>	<b>3.37</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off									Refer to Article 4.702
<b>*Total Employee Deductions</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>8.40</b>	<b>8.40</b>	<b>7.37</b>	<b>7.37</b>	<b>6.54</b>	<b>6.54</b>	<b>7.99</b>	<b>4.26</b>
	<b>1.5x OT</b>	<b>12.60</b>	<b>12.60</b>	<b>11.06</b>	<b>11.06</b>	<b>9.81</b>	<b>9.81</b>	<b>11.98</b>	<b>6.39</b>
	<b>2x OT</b>	<b>16.80</b>	<b>16.80</b>	<b>14.74</b>	<b>14.74</b>	<b>13.08</b>	<b>13.08</b>	<b>15.97</b>	<b>8.52</b>
<b>Total Hourly Remittance to Other Locals</b>	<b>ST</b>	Refer to Article 4.702							
	<b>1.5x OT</b>	Refer to Article 4.702							
	<b>2x OT</b>	Refer to Article 4.702							

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

## SCHEDULE "A1.1" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2019

## SCHEDULE "A1.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2019

Schedule "A1.1" shall apply to all commercial and institutional projects which are located inside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Employer Contributions					Total Package
						CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund	CAF	
Base Rates		33.25	0.90	34.15	12%	2.40	4.09	0.40	0.20	0.32	
<b>Journey person</b>											
General Foreman (GF)	120%	39.90	0.90	40.80	4.90	2.40	4.09	0.40	0.20	0.32	53.11
Foreman (FM)	115%	38.24	0.90	39.14	4.70	2.40	4.09	0.40	0.20	0.32	51.25
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>33.25</b>	<b>0.90</b>	<b>34.15</b>	<b>4.10</b>	<b>2.40</b>	<b>4.09</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>45.66</b>
<b>Apprentice Carpenter</b>											
4th Term (4th)	90%	29.93	0.90	30.83	3.70	2.40	3.07	0.40	0.20	0.32	40.92
3rd Term (3rd)	80%	26.60	0.90	27.50	3.30	2.40	3.07	0.40	0.20	0.32	37.19
2nd Term (2nd)	65%	21.61	0.90	22.51	2.70	2.40	2.25	0.40	0.20	0.32	30.78
1st Term (1st)	55%	18.29	0.90	19.19	2.30	2.40	2.25	0.40	0.20	0.32	27.06
<b>Non-Ticketed Carpenter</b>	90%	29.93	0.90	30.83	3.70	2.40	3.68	0.40	0.20	0.32	41.53
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	18.29	0.90	19.19	2.30	2.40	0.00	0.40	0.20	0.32	24.81

## Employee Deductions and Employer Contributions per hour on hours "WORKED"

Hourly Dues to CMAW \$0.89

Local Union Check Off Local 1995 \$0.25

## SCHEDULE "B1.1" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2019

## SCHEDULE "B1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS INSIDE  
LOWER MAINLAND/FRASER VALLEY

## "Inside" Lower Mainland/Fraser Valley

Effective May 01 2019

Schedule "B1.1" shall apply to all commercial and institutional projects which are located inside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Non-Tick Carp	MH/PA
CMAW Benefits	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers' Pension Plan	4.09	4.09	4.09	3.07	3.07	2.25	2.25	3.68	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.41</b>	<b>7.41</b>	<b>7.41</b>	<b>6.39</b>	<b>6.39</b>	<b>5.57</b>	<b>5.57</b>	<b>7.00</b>	<b>3.32</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off - Local 1995	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>*Total Employee Deductions</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
	<b>1.5x OT</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
	<b>2x OT</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
<b>Total Hourly Remittance to Local 1995</b>	<b>ST</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>
	<b>1.5x OT</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>
	<b>2x OT</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

## SCHEDULE "A2.1" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2019

## SCHEDULE "A2.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
OUTSIDE LOWER MAINLAND/FRASER VALLEY

## "Outside" Lower Mainland/Fraser Valley

Effective May 01 2019

Schedule "A2.1" shall apply to all commercial and institutional projects which are located outside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions				CAF	Total Package
				CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund		
Base Rates		33.25	12%	2.40	4.09	0.40	0.20	0.32	
<b>Journey person</b>									
General Foreman (GF)	120%	39.90	4.79	2.40	4.09	0.40	0.20	0.32	52.10
Foreman (FM)	115%	38.24	4.59	2.40	4.09	0.40	0.20	0.32	50.24
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>33.25</b>	<b>3.99</b>	<b>2.40</b>	<b>4.09</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>44.65</b>
<b>Apprentice Carpenter</b>									
4th Term (4th)	90%	29.93	3.59	2.40	3.07	0.40	0.20	0.32	39.91
3rd Term (3rd)	80%	26.60	3.19	2.40	3.07	0.40	0.20	0.32	36.18
2nd Term (2nd)	65%	21.61	2.59	2.40	2.25	0.40	0.20	0.32	29.77
1st Term (1st)	55%	18.29	2.19	2.40	2.25	0.40	0.20	0.32	26.05
<b>Non-Ticketed Carpenter</b>	90%	29.93	3.59	2.40	3.68	0.40	0.20	0.32	40.52
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	18.29	2.19	2.40	0.00	0.40	0.20	0.32	23.80

## Employee Deductions and Employer Contributions per hour on hours "WORKED"

Hourly Dues to CMAW \$0.89

Local Union Check Off - Refer to Article 4.702



## SCHEDULE "B2.1" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2019

## SCHEDULE "B2.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS OUTSIDE  
LOWER MAINLAND/FRASER VALLEY

## "Outside" Lower Mainland/Fraser Valley

Effective May 01 2019

Schedule "B2.1" shall apply to all commercial and institutional projects which are located outside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Non-Tick Carp	MH/PA
CMAW Benefits	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers' Pension Plan	4.09	4.09	4.09	3.07	3.07	2.25	2.25	3.68	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.41</b>	<b>7.41</b>	<b>7.41</b>	<b>6.39</b>	<b>6.39</b>	<b>5.57</b>	<b>5.57</b>	<b>7.00</b>	<b>3.32</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off									Refer to Article 4.702
<b>*Total Employee Deductions</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
	<b>1.5x OT</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
	<b>2x OT</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
<b>Total Hourly Remittance to Other Locals</b>	<b>ST</b>	Refer to Article 4.702							
	<b>1.5x OT</b>	Refer to Article 4.702							
	<b>2x OT</b>	Refer to Article 4.702							

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

## SCHEDULE "A1.2" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2020

## SCHEDULE "A1.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2020

Schedule "A1.2" shall apply to all commercial and institutional projects which are located inside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Employer Contributions					Total Package
						CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund	CAF	
Base Rates		33.50	0.90	34.40	12%	2.40	4.09	0.40	0.20	0.32	
<b>Journey person</b>											
General Foreman (GF)	120%	40.20	0.90	41.10	4.93	2.40	4.09	0.40	0.20	0.32	53.44
Foreman (FM)	115%	38.53	0.90	39.43	4.73	2.40	4.09	0.40	0.20	0.32	51.57
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>33.50</b>	<b>0.90</b>	<b>34.40</b>	<b>4.13</b>	<b>2.40</b>	<b>4.09</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>45.94</b>
<b>Apprentice Carpenter</b>											
4th Term (4th)	90%	30.15	0.90	31.05	3.73	2.40	3.07	0.40	0.20	0.32	41.17
3rd Term (3rd)	80%	26.80	0.90	27.70	3.32	2.40	3.07	0.40	0.20	0.32	37.41
2nd Term (2nd)	65%	21.78	0.90	22.68	2.72	2.40	2.25	0.40	0.20	0.32	30.97
1st Term (1st)	55%	18.43	0.90	19.33	2.32	2.40	2.25	0.40	0.20	0.32	27.22
<b>Non-Ticketed Carpenter</b>	90%	30.15	0.90	31.05	3.73	2.40	3.68	0.40	0.20	0.32	41.78
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	18.43	0.90	19.33	2.32	2.40	0.00	0.40	0.20	0.32	24.97

## Employee Deductions and Employer Contributions per hour on hours "WORKED"

Hourly Dues to CMAW \$0.89

Local Union Check Off Local 1995 \$0.25

## SCHEDULE "B1.2" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2020

## SCHEDULE "B1.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS INSIDE  
LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2020

Schedule "B1.2" shall apply to all commercial and institutional projects which are located inside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Non-Tick Carp	MH/PA
CMAW Benefits	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers' Pension Plan	4.09	4.09	4.09	3.07	3.07	2.25	2.25	3.68	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.41</b>	<b>7.41</b>	<b>7.41</b>	<b>6.39</b>	<b>6.39</b>	<b>5.57</b>	<b>5.57</b>	<b>7.00</b>	<b>3.32</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off - Local 1995	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>*Total Employee Deductions</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
	<b>1.5x OT</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
	<b>2x OT</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
<b>Total Hourly Remittance to Local 1995</b>	<b>ST</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>
	<b>1.5x OT</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>
	<b>2x OT</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".



## SCHEDULE "A2.2" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2020

## SCHEDULE "A2.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
OUTSIDE LOWER MAINLAND/FRASER VALLEY

## "Outside" Lower Mainland/Fraser Valley

Effective May 01 2020

Schedule "A2.2" shall apply to all commercial and institutional projects which are located outside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions				CAF	Total Package
				CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund		
Base Rates		33.50	12%	2.40	4.09	0.40	0.20	0.32	
<b>Journey person</b>									
General Foreman (GF)	120%	40.20	4.82	2.40	4.09	0.40	0.20	0.32	52.43
Foreman (FM)	115%	38.53	4.62	2.40	4.09	0.40	0.20	0.32	50.56
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>33.50</b>	<b>4.02</b>	<b>2.40</b>	<b>4.09</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>44.93</b>
<b>Apprentice Carpenter</b>									
4th Term (4th)	90%	30.15	3.62	2.40	3.07	0.40	0.20	0.32	40.16
3rd Term (3rd)	80%	26.80	3.22	2.40	3.07	0.40	0.20	0.32	36.41
2nd Term (2nd)	65%	21.78	2.61	2.40	2.25	0.40	0.20	0.32	29.96
1st Term (1st)	55%	18.43	2.21	2.40	2.25	0.40	0.20	0.32	26.21
<b>Non-Ticketed Carpenter</b>	90%	30.15	3.62	2.40	3.68	0.40	0.20	0.32	40.77
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	18.43	2.21	2.40	0.00	0.40	0.20	0.32	23.96

## Employee Deductions and Employer Contributions per hour on hours "WORKED"

Hourly Dues to CMAW \$0.89

Local Union Check Off - Refer to Article 4.702

## SCHEDULE "B2.2" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2020

## SCHEDULE "B2.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS OUTSIDE  
LOWER MAINLAND/FRASER VALLEY

"Outside" Lower Mainland/Fraser Valley

Effective May 01 2020

Schedule "B2.2" shall apply to all commercial and institutional projects which are located outside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Non-Tick Carp	MH/PA
CMAW Benefits	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers' Pension Plan	4.09	4.09	4.09	3.07	3.07	2.25	2.25	3.68	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.41</b>	<b>7.41</b>	<b>7.41</b>	<b>6.39</b>	<b>6.39</b>	<b>5.57</b>	<b>5.57</b>	<b>7.00</b>	<b>3.32</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.702							
<b>*Total Employee Deductions</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
	<b>1.5x OT</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
	<b>2x OT</b>	<b>8.30</b>	<b>8.30</b>	<b>7.28</b>	<b>7.28</b>	<b>6.46</b>	<b>6.46</b>	<b>7.89</b>	<b>4.21</b>
<b>Total Hourly Remittance to Other Locals</b>	<b>ST</b>	Refer to Article 4.702							
	<b>1.5x OT</b>	Refer to Article 4.702							
	<b>2x OT</b>	Refer to Article 4.702							

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

## SCHEDULE "A1.3" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2021

## SCHEDULE "A1.3"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
INSIDE LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2021

Schedule "A1.3" shall apply to all commercial and institutional projects which are located inside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Employer Contributions					Total Package
						CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund	CAF	
Base Rates		33.65	0.90	34.55	12%	2.45	4.14	0.40	0.20	0.32	
<b>Journey person</b>											
General Foreman (GF)	120%	40.38	0.90	41.28	4.95	2.45	4.14	0.40	0.20	0.32	53.74
Foreman (FM)	115%	38.70	0.90	39.60	4.75	2.45	4.14	0.40	0.20	0.32	51.86
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>33.65</b>	<b>0.90</b>	<b>34.55</b>	<b>4.15</b>	<b>2.45</b>	<b>4.14</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>46.21</b>
<b>Apprentice Carpenter</b>											
4th Term (4th)	90%	30.29	0.90	31.19	3.74	2.45	3.11	0.40	0.20	0.32	41.41
3rd Term (3rd)	80%	26.92	0.90	27.82	3.34	2.45	3.11	0.40	0.20	0.32	37.64
2nd Term (2nd)	65%	21.87	0.90	22.77	2.73	2.45	2.28	0.40	0.20	0.32	31.15
1st Term (1st)	55%	18.51	0.90	19.41	2.33	2.45	2.28	0.40	0.20	0.32	27.39
<b>Non-Ticketed Carpenter</b>	90%	30.29	0.90	31.19	3.74	2.45	3.73	0.40	0.20	0.32	42.03
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	18.51	0.90	19.41	2.33	2.45	0.00	0.40	0.20	0.32	25.11

## Employee Deductions and Employer Contributions per hour on hours "WORKED"

Hourly Dues to CMAW \$0.89

Local Union Check Off Local 1995 \$0.25

## SCHEDULE "B1.3" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2021

## SCHEDULE "B1.3"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS INSIDE  
LOWER MAINLAND/FRASER VALLEY

"Inside" Lower Mainland/Fraser Valley

Effective May 01 2021

Schedule "B1.3" shall apply to all commercial and institutional projects which are located inside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Non-Tick Carp	MH/PA
CMAW Benefits	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45
Carpentry Workers' Pension Plan	4.14	4.14	4.14	3.11	3.11	2.28	2.28	3.73	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.51</b>	<b>7.51</b>	<b>7.51</b>	<b>6.48</b>	<b>6.48</b>	<b>5.65</b>	<b>5.65</b>	<b>7.10</b>	<b>3.37</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off - Local 1995	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>*Total Employee Deductions</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>	<b>1.14</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>8.40</b>	<b>8.40</b>	<b>7.37</b>	<b>7.37</b>	<b>6.54</b>	<b>6.54</b>	<b>7.99</b>	<b>4.26</b>
	<b>1.5x OT</b>	<b>8.40</b>	<b>8.40</b>	<b>7.37</b>	<b>7.37</b>	<b>6.54</b>	<b>6.54</b>	<b>7.99</b>	<b>4.26</b>
	<b>2x OT</b>	<b>8.40</b>	<b>8.40</b>	<b>7.37</b>	<b>7.37</b>	<b>6.54</b>	<b>6.54</b>	<b>7.99</b>	<b>4.26</b>
<b>Total Hourly Remittance to Local 1995</b>	<b>ST</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>
	<b>1.5x OT</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>
	<b>2x OT</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

## SCHEDULE "A2.3" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2021

## SCHEDULE "A2.3"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
OUTSIDE LOWER MAINLAND/FRASER VALLEY**"Outside" Lower Mainland/Fraser Valley**

Effective May 01 2021

Schedule "A2.3" shall apply to all commercial and institutional projects which are located outside the Lower Mainland/Fraser Valley.

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions				CAF	Total Package
				CMAW Benefits	CW Pension Plan	CMAW Admin Fund	CMAW Training Fund		
Base Rates		33.65	12%	2.45	4.14	0.40	0.20	0.32	
<b>Journey person</b>									
General Foreman (GF)	120%	40.38	4.85	2.45	4.14	0.40	0.20	0.32	52.74
Foreman (FM)	115%	38.70	4.64	2.45	4.14	0.40	0.20	0.32	50.85
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>33.65</b>	<b>4.04</b>	<b>2.45</b>	<b>4.14</b>	<b>0.40</b>	<b>0.20</b>	<b>0.32</b>	<b>45.20</b>
<b>Apprentice Carpenter</b>									
4th Term (4th)	90%	30.29	3.63	2.45	3.11	0.40	0.20	0.32	40.40
3rd Term (3rd)	80%	26.92	3.23	2.45	3.11	0.40	0.20	0.32	36.63
2nd Term (2nd)	65%	21.87	2.62	2.45	2.28	0.40	0.20	0.32	30.14
1st Term (1st)	55%	18.51	2.22	2.45	2.28	0.40	0.20	0.32	26.38
<b>Non-Ticketed Carpenter</b>	90%	30.29	3.63	2.45	3.73	0.40	0.20	0.32	41.02
<b>Material Handler/Pre- Apprentice (MH/PA)</b>	55%	18.51	2.22	2.45	0.00	0.40	0.20	0.32	24.10

**Employee Deductions and Employer Contributions per hour on hours "WORKED"**

Hourly Dues to CMAW \$0.89

Local Union Check Off - Refer to Article 4.702



## SCHEDULE "B2.3" – COMMERCIAL/INSTITUTIONAL

EFFECTIVE MAY 01, 2021

## SCHEDULE "B2.3"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS OUTSIDE  
LOWER MAINLAND/FRASER VALLEY

## "Outside" Lower Mainland/Fraser Valley

Effective May 01 2021

Schedule "B2.3" shall apply to all commercial and institutional projects which are located outside the Lower Mainland/Fraser Valley.

		Employee Classifications							
		<<< Apprentice Carpenters >>>							
<u>Employer Contributions:</u>		FM	CJP	4th	3rd	2nd	1st	Non-Tick Carp	MH/PA
CMAW Benefits	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45
Carpentry Workers' Pension Plan	4.14	4.14	4.14	3.11	3.11	2.28	2.28	3.73	0.00
CMAW Admin Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Contract Administration Fund (CAF)	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
<b>*Total Employer Contributions</b>	<b>7.51</b>	<b>7.51</b>	<b>7.51</b>	<b>6.48</b>	<b>6.48</b>	<b>5.65</b>	<b>5.65</b>	<b>7.10</b>	<b>3.37</b>
<u>Employee Deductions:</u>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off									Refer to Article 4.702
<b>*Total Employee Deductions</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>8.40</b>	<b>8.40</b>	<b>7.37</b>	<b>7.37</b>	<b>6.54</b>	<b>6.54</b>	<b>7.99</b>	<b>4.26</b>
	<b>1.5x OT</b>	<b>8.40</b>	<b>8.40</b>	<b>7.37</b>	<b>7.37</b>	<b>6.54</b>	<b>6.54</b>	<b>7.99</b>	<b>4.26</b>
	<b>2x OT</b>	<b>8.40</b>	<b>8.40</b>	<b>7.37</b>	<b>7.37</b>	<b>6.54</b>	<b>6.54</b>	<b>7.99</b>	<b>4.26</b>
<b>Total Hourly Remittance to Other Locals</b>	<b>ST</b>								Refer to Article 4.702
	<b>1.5x OT</b>								Refer to Article 4.702
	<b>2x OT</b>								Refer to Article 4.702

\* All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

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**APPENDIX “A”                      DEFINITIONS AND ABBREVIATIONS**


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The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

- (1) **ABCSC**  
Association of BC Scaffold Contractors
- (2) **BCBCBTU**  
Bargaining Council of British Columbia Building Trade Unions
- (3) **BCBT**  
BC Building Trades (the British Columbia and Yukon Territory Building and Construction Trades Council)
- (4) **CEA of BC**  
Carpentry Employers Association of BC
- (5) **CLR**  
Construction Labour Relations Association of BC
- (6) **CMAW**  
Construction, Maintenance and Allied Workers Canada
- (7) **Employee**  
Any individual who is a member of the Union, and/or such other person, employed by the Employer under the terms of this Agreement.
- (8) **Employer**
  - (a) Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.
  - (b) Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.
- (9) **Gender**  
Wherever the words “man”, “men”, “he” or “his” are utilized in this Agreement they shall be considered to apply equally to all genders.
- (10) **Hours Earned and Hours Worked**

(a) 1 straight time hour	= 1 hour earned	= 1 hour worked
(b) 1 time and one-half overtime hour	= 1 ½ hours earned	= 1 hour worked
(c) 1 double time overtime hour	= 2 hours earned	= 1 hour worked

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**APPENDIX "A"****DEFINITIONS AND ABBREVIATIONS**

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**(11) Industrial Construction**

- (a) Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for CMAW carpenters.

**(12) LRB**

British Columbia Labour Relations Board

**(13) Local**

An affiliated Local of the Union.

**(14) Local Resident Employee**

A Local Resident shall be defined as an employee who resides within 100 road kilometres of the project or, where ferry travel is involved, within 75 minutes travel time, including ferry travel and road kilometres.

**(15) Metropolitan Area: Lower Mainland/Fraser Valley**

The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

**(16) Union**

- (a) Construction, Maintenance and Allied Workers Canada. Notwithstanding the foregoing, where the term Union is used within this Agreement, such usage shall be deemed to be inclusive of, and/or applicable to, each/all of the constituent members of CMAW, both collectively and individually.
- (b) Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

**(17) WSBC**

WorkSafe BC



**APPENDIX “B” SCHEDULE OF STATUTORY HOLIDAYS**

The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

**1. 2019**

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Tuesday, January 1	Tuesday, January 1
Family Day	Monday, February 18	Monday, February 18
Good Friday	Friday, April 19	Friday, April 19
Easter Monday	Monday, April 22	Monday, April 22
Victoria Day	Monday, May 20	Monday, May 20
Canada Day	Monday, July 1	Monday, July 1
Friday before BC Day	Friday, August 2	Friday, August 2
BC Day	Monday, August 5	Monday, August 5
Friday before Labour Day	Friday, August 30	Friday, August 30
Labour Day	Monday, September 2	Monday, September 2
Thanksgiving Day	Monday, October 14	Monday, October 14
Remembrance Day	Monday, November 11	Monday, November 11
Christmas Day	Wednesday, December 25	Wednesday, December 25
Boxing Day	Thursday, December 26	Thursday, December 26

**2. 2020**

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Wednesday, January 1	Wednesday, January 1
Family Day	Monday, February 17	Monday, February 17
Good Friday	Friday, April 10	Friday, April 10
Easter Monday	Monday, April 13	Monday, April 13
Victoria Day	Monday, May 18	Monday, May 18
Canada Day	Monday, July 1	Monday, July 1
Friday before BC Day	Friday, July 31	Friday, July 31
BC Day	Monday, August 3	Monday, August 3
* Friday before Labour Day	Friday, September 4	Friday, September 4
Labour Day	Monday, September 7	Monday, September 7
Thanksgiving Day	Monday, October 12	Monday, October 12
Remembrance Day	Wednesday, November 11	Wednesday, November 11
Christmas Day	Friday, December 25	Friday, December 25
Boxing Day	Saturday, December 26	Monday, December 28

## APPENDIX "B"

## SCHEDULE OF STATUTORY HOLIDAYS

## 3. 2021

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Friday, January 1	Friday, January 1
Family Day	Monday, February 15	Monday, February 15
Good Friday	Friday, April 2	Friday, April 2
Easter Monday	Monday, April 5	Monday, April 5
Victoria Day	Monday, May 24	Monday, May 24
Canada Day	Thursday, July 1	Thursday, July 1
Friday before BC Day	Friday, July 30	Friday, July 30
BC Day	Monday, August 2	Monday, August 2
* Friday before Labour Day	Friday, September 3	Friday, September 3
Labour Day	Monday, September 6	Monday, September 6
Thanksgiving Day	Monday, October 11	Monday, October 11
Remembrance Day	Thursday, November 11	Thursday, November 11
Christmas Day	Saturday, December 25	Monday, December 27
Boxing Day	Sunday, December 26	Tuesday, December 28

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**APPENDIX “C”****LETTER OF INTERPRETATION RE: MEAL BREAKS**

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The following terms and conditions shall supercede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement. In particular, the parties agree that the provisions of this Letter of Interpretation are applicable only on shifts in excess of ten (10) hours. Where mutual agreement is referenced within this Letter of Interpretation, the voluntary consent of the majority of employees on a crew shall be required in order for such agreement to have been achieved.

**A. Shifts in Excess of Ten (10) Hours**

The parties agree that shifts in excess of ten (10) hours occur as a result of either a “Scheduled Shift” or an “Unscheduled Overtime Shift”. Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Interpretation.

**1. Scheduled Shifts**

When an employee commences work on a shift in excess of ten (10) hours and such employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be 11 hours and the employee only works 11 hours.

**2. Unscheduled Overtime Shifts**

- a. When an employee commences work on a shift in excess of ten (10) hours but such employee ultimately works more than the originally scheduled hours, such a shift would be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be 11 hours but the employee ultimately works 12 hours.
- b. When an employee commences work on a shift of ten (10) hours or less but such employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours but the employee ultimately works 11 hours.

**B. Objective**

The objective of this Letter of Interpretation is to address the practical differences between providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

**C. Paid Meal Breaks and Hot Meals**

Notwithstanding any/all contrary interpretation of this Letter of Interpretation, the second, third, and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that a hot meal is not supplied, the Employer shall pay a twenty-five dollar (\$25.00) meal allowance to each affected employee in lieu thereof.

**APPENDIX "C"****LETTER OF INTERPRETATION RE: MEAL BREAKS****D. Meal Breaks on Scheduled Shifts****1. Scheduled Shifts In Excess of Ten (10) Hours**

Two (2) meal breaks of one-half ( $\frac{1}{2}$ ) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including 12 hours.

- a. The first one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the one-third ( $\frac{1}{3}$ ) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the two-thirds ( $\frac{2}{3}$ ) point of the shift and shall not be considered as time worked/earned.

**c. Example – Scheduled Shift of 12 Hours**

4.0 hours	8:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
4.0 hours	12:30 pm to 4:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	4:30 pm to 5:00 pm	second meal break (payable at straight time)
4.0 hours	5:00 pm to 9:00 pm	work (straight time or overtime as the day/shift warrants)

**2. Scheduled Shifts in Excess of 12 Hours**

Three (3) meal breaks of one-half ( $\frac{1}{2}$ ) hour each shall be provided on all Scheduled Shifts in excess of 12 hours, up to and including 16 hours.

- a. The first one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the one-quarter ( $\frac{1}{4}$ ) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the one-half ( $\frac{1}{2}$ ) point of the shift and shall not be considered as time worked/earned.
- c. The third one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the three-quarters ( $\frac{3}{4}$ ) point of the shift and shall not be considered as time worked/earned.

**d. Example – Scheduled Shift of 14 Hours**

3.5 hours	8:00 am to 11:30 am	work (straight time or overtime as the day/shift warrants)
0.5 hours	11:30 am to 12:00 noon	first meal break (not paid)
3.5 hours	12:00 noon to 3:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm	second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm	third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:00 pm	work (overtime as the day/shift warrants)

**E. Meal Breaks on Unscheduled Overtime Shifts**

The parties acknowledge that it is the "unscheduled" nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

## APPENDIX "C"

## LETTER OF INTERPRETATION RE: MEAL BREAKS

**Option #1 – Early Decision to Work Unscheduled Overtime**

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of 12 hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original shift was a nine (9) hour or ten (10) hour shift.

**Option #2 – Late Decision to Work Unscheduled Overtime**

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9 ½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

**a. Default Provision**

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9 ½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

**b. Flexible Provision**

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected employees in order to determine if a majority of the crew wishes to delay the second meal break until after the one-half (½) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

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**APPENDIX "C"****LETTER OF INTERPRETATION RE: MEAL BREAKS**

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5.0 hours	7:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
5.0 hours	12:30 pm to 5:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	5:30 pm to 6:30 pm	work (overtime)
0.5 hours	6:30 pm to 7:00 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for employees to depart for home at 6:30 pm, and be paid the twenty-five dollar (\$25.00) allowance in lieu of the hot meal.

## APPENDIX "D"

LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP  
STANDARDS

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement, and/or the Scaffold Addendum appended thereto. Such terms and conditions shall be referenced within the CMAW Craft Carpenters Standard Industrial Agreement, and shall be deemed to pertain thereto and be a part thereof. The effective date of this Letter of Understanding shall be April 1, 2007.

**A. Overview**

Except as otherwise provided herein, an apprentice shall be required to successfully complete both the required technical training and required hours worked in order to advance from one (1) term of apprenticeship to the next. An apprentice shall work under the supervision of a journeyman carpenter throughout the duration of his/her apprenticeship.

**B. Technical Training**

An apprentice shall be required to successfully complete four (4) terms of technical training in order to become a journeyman carpenter. All technical training shall be provided by a government recognized training institution unless otherwise agreed to, in writing, by the parties.

1. Successful completion of one (1) term of technical training annually is a fundamental component of a carpenter apprenticeship and every apprentice shall take all reasonable steps to fulfill this obligation. An Employer shall never discourage an apprentice from attending technical training.
2. An apprentice shall, within one (1) month of commencing his/her apprenticeship, formally register for as many terms of technical training as is permitted by the local area training institution. In doing so, the apprentice shall make a sincere attempt to ensure that the scheduling of such training is, to the greatest extent possible, consistent with the objectives of item B1.
3.
  - a. After formally registering for technical training pursuant to item B2, an apprentice shall not change the scheduled registration dates unless forced to do so for appropriate personal reasons. In such event, the apprentice shall formally re-register for as many of the remaining terms of technical training as is permitted by the local area training institution, and shall do so in a manner consistent with the standard provided for in item B2.
  - b. Appropriate personal reasons shall be defined as legitimate and serious matters concerning the personal health of the apprentice and/or a member of his/her immediate family.
4.
  - a. The parties acknowledge that there may be a considerable time lag between the "last day of class" for an apprentice in a given term of technical training, and the day when

## APPENDIX "D"

LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP  
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such apprentice finally receives documentation verifying successful completion of such technical training. As a result, an apprentice shall be deemed to have "successfully completed" a term of technical training effective the first work day following his/her "last day of class".

- b. Notwithstanding the foregoing, the Employer reserves the right to delay implementation of an apprentice's advancement from one term to the next pending receipt of appropriate verifying documentation. However, upon receipt of such verifying documentation, the Employer shall process the corresponding required wage increase for the apprentice retroactive to the date the Employer received the required written notification (refer to item F2) from the Union.

**C. Hours Worked**

An apprentice shall be required to successfully complete 5,000 hours worked in order to become a journeyperson carpenter. Such hours worked shall be divided into four (4) terms of 1,250 hours worked per term. Notwithstanding the foregoing,

1. In the event that the ITA increases/decreases the duration of a carpenter apprenticeship from the currently applicable 5,000 hours worked, the provisions of this Letter of Understanding shall also be changed, as needed, to remain consistent with the revised duration.
2. An apprentice shall receive credit for hours worked prior to joining the Union where such work falls within the jurisdiction of a carpenter. Notwithstanding the foregoing, an apprentice shall not receive credit for such hours until he/she is able to produce documentation verifying the completion of such work. Upon receipt by the Union, such documentation shall be retained on file. An apprentice shall also receive credit for 625 hours worked upon successful completion of a government recognized pre-apprenticeship training program.

**D. Wage Rates**

The minimum straight time hourly wage rate for an apprentice shall be calculated as a percentage of the applicable minimum straight time hourly wage rate for a journeyperson on the project in accordance with the following schedule.

1 <sup>st</sup> Term	55%	2 <sup>nd</sup> Term	65%	3 <sup>rd</sup> Term	80%	4 <sup>th</sup> Term	90%
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**E. Classification**

The parties agree that the classification of an apprentice or journeyperson should be generally consistent with such individual's skills, abilities and experience. As a result, the parties further agree that both the Union and the Employer shall at all times act prudently when classifying an apprentice or journeyperson. To this end, the classification of apprentices and/or journeypersons shall be governed as follows.



## APPENDIX "D"

## LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

1. The Union shall be responsible for the initial classification of any apprentice who is indentured to the Union, or a Union controlled Board, Association or Society. Likewise, the Employer shall be responsible for the initial classification of any apprentice who is indentured to such Employer, or an Employer controlled Board, Association or Society.
2.
  - a. The initial classification of an apprentice shall require consideration of both the apprentice's prior technical training and work experience. Notwithstanding the foregoing, if an apprentice is indentured to the Union or a Union controlled Board, Association or Society, the Union may initially classify such apprentice strictly on the basis of hours worked, providing such hours worked are consistent with the terms of item C2.
  - b. Where the Union initially classifies an apprentice strictly on the basis of hours worked, the Employer must be notified accordingly, in writing, prior to the dispatch of such apprentice. Thereafter, the Employer retains the unfettered right to decline such dispatch and/or to terminate the employment of such apprentice, if in the opinion of the Employer, the apprentice's classification is inconsistent with his/her skills, abilities and experience.
3. Subsequent to the initial classification of an apprentice, all advancement from one term to the next shall be strictly governed by this Letter of Understanding. As a result, an apprentice who was initially classified strictly on the basis of hours worked shall not be automatically entitled to advancement until such time as the apprentice has successfully completed all of the otherwise required technical training.
4. No individual shall be classified as a journeyperson carpenter subsequent to April 1, 2007 unless such an individual has obtained a government recognized Carpenters Trade Qualification (TQ) Certificate. Notwithstanding the foregoing, an individual who has not obtained a TQ certificate may still be classified as a journeyperson carpenter by the Union providing such individual has clearly demonstrated that they possess the skills, ability and practical work experience commensurate with such classification. Nevertheless, an Employer may, at their sole discretion, reject the dispatch and/or terminate the employment of such an individual if the Employer disagrees with the Union's assessment for any reason.
5. No existing apprentice shall have his/her existing wage rate (effective March 31, 2007) reduced as a result of the application of this Letter of Understanding. Notwithstanding the foregoing, all subsequent advancements from one term to the next shall be strictly governed by this Letter of Understanding, and the parties acknowledge that this policy could result in the classification of an apprentice remaining unchanged for a considerable period of time.

**F. Advancement Criteria**

The parties acknowledge that an apprentice may be prevented from successfully completing the required technical training on an annual basis due to lengthy "wait lists" at certain training

## APPENDIX "D"

LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP  
STANDARDS

institutions. The parties further acknowledge that each apprentice is solely responsible for ensuring that he/she remains formally registered for as many terms of technical training as is permitted by his/her local training institution throughout the entire duration of his/her apprenticeship. In recognition of these acknowledgements, the following advancement criteria shall apply.

1. Except as otherwise provided herein, an apprentice shall not advance to a higher classification until/unless such apprentice:

- has successfully completed the required hours worked, and
- has successfully completed the required technical training, and
- is formally registered for technical training to the extent required herein.

Refer to item F2 for additional clarification.

2. The effective date of an apprentice's advancement from one term to the next shall be the date upon which the apprentice's Employer receives written notification from the Union advising that the apprentice has successfully fulfilled all of the required advancement criteria. Notwithstanding the foregoing, if an apprentice is indentured directly to his/her Employer, the effective date of the apprentice's advancement from one term to the next shall be the date upon which the apprentice actually fulfills all of the required advancement criteria.
  - a. In order for an apprentice to advance from 1<sup>st</sup> Term to 2<sup>nd</sup> Term, such apprentice shall first successfully complete a minimum total of 1,250 hours worked, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.
  - b. In order for an apprentice to advance from 2<sup>nd</sup> Term to 3<sup>rd</sup> Term, such apprentice shall first successfully complete a minimum total of 2,500 hours worked, and at least one (1) term of technical training, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.
  - c. In order for an apprentice to advance from 3<sup>rd</sup> Term to 4<sup>th</sup> Term, such apprentice shall first successfully complete a minimum total of 3,750 hours worked, and at least two (2) terms of technical training, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.
  - d. In order for an apprentice to advance from 4<sup>th</sup> Term to the status of journeyperson carpenter, such apprentice shall first successfully complete a minimum total of 5,000 hours worked and all four (4) terms of technical training, and shall additionally obtain

## APPENDIX "D"

## LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

a government recognized Carpenter Trade Qualification Certificate and/or pass the carpenter Red Seal exam.

3. Notwithstanding items F1 and F2, an Employer may, at their sole discretion, advance an apprentice to a higher classification absent successful completion of the required technical training and/or hours worked and/or registration status, however the Union shall not make any unreasonable effort to persuade an Employer to do so nor discriminate against an Employer in any way for not doing so. Notwithstanding the foregoing, a subsequent Employer shall retain the right to return such apprentice to his/her proper classification.
4.
  - a. Notwithstanding items F1 and F2, an apprentice shall not be denied advancement from one term to the next solely because the apprentice was prevented from attending technical training for reasons completely beyond his/her control. Notwithstanding the foregoing, all other advancement criteria would apply, and each advancement shall be treated as separate and distinct with respect to the application of this exception.
  - b. Examples of "reasons completely beyond his/her control" would include the last minute cancellation of technical training by the institution, the verified refusal of an Employer to release an apprentice from employment, and/or any other similar circumstance. Notwithstanding the foregoing, the parties agree that relatively common/routine: illness, transportation problems, scheduling inconveniences, and/or family related concerns do not constitute reasons completely beyond his/her control.

**G. Supporting Documentation**

1. The Union shall provide an Employer, upon request, with sufficient evidence to support the Union's classification of an apprentice. The Employer's request shall be in writing and shall be delivered to the Union via fax or email, with a copy to the company. Such evidence would include any/all documentation necessary to substantiate that the apprentice:
  - has successfully completed pre-apprenticeship training, and/or
  - has successfully completed the required hours worked, and/or
  - has successfully completed the required technical training, and/or
  - is formally registered for additional technical training to the extent required herein, and/or
  - had appropriate personal reason(s) for changing previously scheduled technical training registration dates, and/or
  - was prevented from attending technical training for reasons completely beyond his/her control.
2. Notwithstanding item G1, the Union's classification of an apprentice shall not be effective until the Employer receives the requested evidence, except as otherwise provided for in item B4. However, in the event the Union's classification was implemented prior to the Employer making the request, such classification may be reversed at the Employer's

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**APPENDIX "D"****LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP  
STANDARDS**

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discretion pending receipt of the requested evidence. The Negligent incorrect classification of any apprentice or journeyman by the Union shall be appropriate grounds for a grievance by the Employer.

**H. Indentureship**

1. An apprentice may be indentured directly with the Union, an individual Employer, or a Board and/or Association and/or Society directly related to either the Union and/or an individual Employer(s).
  - a. Where an apprentice is indentured to the Union or a Union controlled Board, Association or Society, the Union shall track the apprentice's progress and shall notify the apprentice's Employer whenever a change of classification is warranted. Changes in classification shall be effective as of the date such notification is received.
  - b. Where an apprentice is indentured to an individual Employer or an Employer controlled Board, Association or Society, the Employer shall track the apprentice's progress and shall notify the Union whenever a change in classification is warranted. Changes in classification shall be effective as of the date such change was warranted.
2. Employers shall grant preference of continued employment and/or re-employment to an indentured apprentice in recognition of the apprentice's need to complete the required hours worked.

**I. Dispute Resolution**

Any dispute(s) which may arise in relation to the terms of this Letter of Understanding shall be resolved within three (3) business days by mutual agreement between one (1) representative from the company and one (1) representative from CMAW. Notwithstanding the foregoing, where a mutually agreed resolution has not been reached within five (5) business days, the disputed matter shall be referred to Mr. Michael Fleming, LRB Associate Chair, for final and binding resolution.

**APPENDIX "E"****LETTER OF UNDERSTANDING RE: SCAFFOLD APPRENTICES**

- A.** The minimum straight time hourly wage rate for a Scaffold Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Scaffold Journeyman on the project.

1st Term (55%)      2nd Term (65%)      3rd Term (80%)

- B.** An apprentice shall be required to successfully complete 5,000 hours worked in order to become a journeyperson scaffolder. Such hours worked shall be divided into two (2) terms of 1,250 hours worked for the first two terms and one term of 2,500 hours worked for the third term. Notwithstanding the foregoing,
1. An apprentice shall receive credit for hours worked prior to joining the Union where such work falls within the jurisdiction of a scaffolder. Notwithstanding the foregoing, an apprentice shall not receive credit for such hours until he/she is able to produce documentation verifying the completion of such work. Upon receipt by the Union, such documentation shall be retained on file.
  2. No existing apprentice shall have his/her existing wage rate (effective March 31, 2007) reduced as a result of the application of this Letter of Understanding. Notwithstanding the foregoing, all subsequent advancements from one term to the next shall be strictly governed by this Letter of Understanding, and the parties acknowledge that this policy could result in the classification of an apprentice remaining unchanged for a considerable period of time.
  3. A maximum of 1,250 hours will be allowed during an apprenticeship on a ground position.

**C. Advancement Criteria**

The parties acknowledge that an apprentice may be prevented from successfully completing the required technical training due to scheduling of training. In recognition of these acknowledgements, the following advancement criteria shall apply.

1. Except as otherwise provided herein, an apprentice shall not advance to a higher classification until/unless such apprentice:
  - has successfully completed the required hours worked, and
  - has successfully completed the required technical training.
2. The effective date of an apprentice's advancement from one term to the next shall be the date upon which the apprentice's Employer receives written notification from the Union advising that the apprentice has successfully fulfilled all of the required advancement criteria.
  - a. In order for an apprentice to advance from 1st Term to 2nd Term, such apprentice shall first successfully complete a minimum total of 1,250 hours worked, and be registered with CMAW for the next available technical training for which the apprentice is eligible.
  - b. In order for an apprentice to advance from 2nd Term to 3rd Term, such apprentice shall first successfully complete a minimum total of 2,500 hours worked, and at least

## APPENDIX “E”

## LETTER OF UNDERSTANDING RE: SCAFFOLD APPRENTICES

one (1) term of technical training.

- c. In order for an apprentice to advance from 3<sup>rd</sup> Term to the status of journeyperson scaffolder, such apprentice shall first successfully complete a minimum total of 5,000 hours worked and all three (3) terms of technical training.
3. An Employer may, at their sole discretion, advance an apprentice to a higher classification absent successful completion of the required technical training and/or hours worked and/or registration status, however the Union shall not make any unreasonable effort to persuade an Employer to do so nor discriminate against an Employer in any way for not doing so. Notwithstanding the foregoing, a subsequent Employer shall retain the right to return such apprentice to his/her proper classification.
  - a. An apprentice shall not be denied advancement from one term to the next solely because the apprentice was prevented from attending technical training for reasons completely beyond his/her control. Notwithstanding the foregoing, all other advancement criteria would apply, and each advancement shall be treated as separate and distinct with respect to the application of this exception.
  - b. Examples of “reasons completely beyond his/her control” would include cancellation of technical training by the Union, the verified refusal of an Employer to release an apprentice from employment, and/or any other similar circumstance. Notwithstanding the foregoing, the parties agree that relatively common/routine: illness, transportation problems, scheduling inconveniences, and/or family related concerns do not constitute reasons completely beyond his/her control.