

CMAW CRAFT CARPENTERS STANDARD COMMERCIAL/INSTITUTIONAL AGREEMENT

By and Between:

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

(Hereinafter referred to as the "Union")

And:

Construction Labour Relations Association of BC (CLR)

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

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

(Hereinafter referred to as the "Employer")

May 01, 2019 to April 30, 2023

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ARTICLE 1.000 – OBJECTS

The objects of this Agreement are to: 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.

ARTICLE 2.000 – EFFECTIVE DATE AND DURATION

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

ARTICLE 3.000 – EXTENT

3.100 **Work Jurisdiction**

- 3.101** (a) This Agreement shall govern only commercial/institutional work which is within the work jurisdiction of the carpenter and which is being performed by bargaining unit members who are employees of a signatory CLR member employer that performs commercial/institutional work. The work jurisdiction of the carpenter shall be as determined from time to time by the Umpire of the Jurisdictional Assignment Plan. Notwithstanding any/all contrary provisions of this Agreement, the parties agree that such work shall not include work which is the jurisdiction of the carpenter lather, floorlayer, millwright and/or piledriver.
- (b) Notwithstanding any/all contrary provisions of this Agreement, unless otherwise mutually agreed by the parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the CMAW Craft Carpenters Standard Commercial/Institutional Agreement, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU affiliate union(s).
- 3.102** All work performed which requires the tools, skills or ability of a tradesperson shall be performed by a member of the Union. Notwithstanding the foregoing, one (1) representative of an Employer who is not a member of the Union shall be allowed to work and/or provide direction on a project.

3.200 **Subcontracting**

The Employer signatory to this Agreement shall not subcontract any work which is otherwise

governed by the terms of this Agreement except to an Employer who is signatory to either this Agreement or to another agreement with the Union, or as permitted in accordance with Articles 3.201 and 3.202. Notwithstanding the foregoing and/or any/all contrary provisions of this Agreement, there shall be no restriction on an Employer’s right to subcontract work which is not otherwise governed by the terms of this Agreement.

3.201 The Employer may contract out work where the Employer: (a) cannot perform the work in a manner that is competitive in terms of cost, or quality, or within required time limits, or (b) the prime contract requires the contractor to accept the lowest qualified tender price for any/all subcontracted work.

3.202 Mr. Fleming will retain jurisdiction to monitor the effect of this provision and to review the situation prior to the end of this collective agreement. Mr. Fleming will determine the nature of that process and retain the jurisdiction to take any necessary or appropriate steps which the circumstances may require.

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.

3.302 Refer also to Appendix “C” (Letter of Understanding Re: Affiliation).

ARTICLE 4.000 – MONETARY PACKAGE

4.100 Monetary Package Increases

The following monetary package increases shall apply to the April 01, 2019 Certified Journeyman employee classification on all non enabled commercial and/or institutional projects tendered and/or underway as of Monday, June 17, 2019. The Union shall retain the right to distribute the increases, at its discretion, between the Certified Journeyman Base Rate, and Employer contributions to CMAW Benefits, the Carpentry Workers’ Pension Plan, CMAW Administration Fund and CMAW Training Fund. The monetary package breakdown for all other employee classifications on such projects shall then be recalculated accordingly pursuant to historical standard. The content of all Schedules “A”, all Schedules “B”, all Schedules “C”, and all Schedules “D” shall be updated to reflect these increases.

Total Increase = \$0.90 per hour	Effective June 17, 2019	\$1.74 per hour
	Effective May 1, 2020	\$0.30 per hour
	Effective April 1, 2021	\$0.30 per hour
	Effective May 1, 2022	\$0.30 per hour

As reflected on schedules “A” – “D”.

4.200 Allocation of Monetary Package

4.201 No monies may be transferred from the wage package (inclusive of wages, vacation and statutory holiday pay) to Employer contributions (inclusive of CMAW Benefits, the Carpentry Workers’ Pension Plan, CMAW Administration Fund, CMAW Training Fund

and all other Employer contributions) without the prior mutual agreement, in writing, of the parties.

- 4.202** Notwithstanding Article 4.201, neither party shall unreasonably withhold their mutual agreement with respect to determining the allocation of the monetary package increases provided for in Article 4.100 between the wage package and Employer contributions.

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 Article 4.302 through Article 4.306 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 Application of Industrial Rate

Refer to Appendix "D" (Letter of Understanding Re: Implementation of Industrial Rate on Commercial/Institutional Projects).

4.304 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.

4.305 Swing Stage and Bosun Chair

An employee who works on a swing stage and/or in a bosun chair shall have their otherwise applicable straight time hourly wage rate increased by fifty cents (\$0.50) per hour earned. Such increase shall be paid for actual hours worked each day, or four (4) hours, whichever is greater.

4.306 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 twenty-five percent (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 4.306(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 their station of work. Nothing in Article 4.306(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 4.306(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.

4.400 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 other premiums or allowances provided pursuant to this Agreement.

4.401 Foreperson

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

4.402 Certified Journeymen

A Certified Journeyman shall be defined as an individual who:

- (a) possesses a valid Carpenters TQ certificate or
- (b) was employed as a Journeyman by their current Employer prior to November 1, 2012.

4.403 Apprentices

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

1st Term (55%) 2nd Term (65%) 3rd Term (80%) 4th Term (90%)
- (c) The April 2007 arbitration award rendered by Mr. Michael Fleming and the Letter of Understanding Re: Carpenter Apprenticeship Standards, signed by the parties on April 13, 2007, which was provided for within such award, shall apply to the employment of Apprentices and the advancement of such Apprentices from one (1) Term to the next. In particular, the parties agree that such award shall be strictly adhered to by all Locals of the Union throughout the province and shall apply to all work governed by this Agreement, including but not limited to scaffolding work performed in accordance with the Scaffold Addendum. Refer to Appendix "G" (Letter of Understanding Re: Carpenter Apprenticeship

Standards) for details.

4.404 Unticketed Carpenters

An Unticketed Carpenter shall be defined as an individual who does not possess a valid Carpenters TQ certificate and is not registered as a duly indentured Carpenter Apprentice within Canada.

- (a) There shall be four (4) Unticketed Carpenter classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each Unticketed Carpenter after having judged such individual's competency, merit and ability.
- (b) The minimum straight time hourly wage rate for an Unticketed Carpenter shall be the applicable percentage of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project. Employer contributions shall be the same as those that apply for an equivalent level Apprentice.

Level 1 SSC = 55%
Level 2 SSC = 65%

Level 3 SSC = 80%
Level 4 SSC = 90%

4.405 Material Handlers/Pre-Apprentices

- (a) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be forty-five percent (45%) of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project. No Employer contribution to the Carpentry Workers' 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 twelve percent (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" and Article 4.503(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 shall be observed.

- (b) Notwithstanding Article 4.503(a), the Friday preceding Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.
- (c) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.
- (d) In the event the Federal or Provincial Governments declare a new statutory holiday, representatives from BCBCBTU and CLRA shall meet when the holiday comes into effect to determine which non-statutory holiday currently provided for in the Agreement shall be floated to the period between Christmas and New Year's.

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 worked".

4.601 CMAW Benefits

The Employer shall contribute the required amount to CMAW Benefits in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. Refer also to Appendix "E" (Letter of Understanding Re: Union Construction Industry Benefit Plan).

4.602 Carpentry Workers' Pension Plan

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

Apprentices:	1st Term and 2nd Term	55%
	3rd Term and 4th Term	75%
Unticketed Carpenters:	Level 1 and Level 2	55%
	Level 3 and Level 4	75%

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

4.603 CMAW Administration Fund

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

4.604 CMAW Training Fund

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

4.605 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute the required amount to the CAF in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. Notwithstanding the foregoing, CLR may alter the amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the Monthly Report to the Administrator because of a change in the Employer contribution to the CAF.
- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the Monthly Report to the Administrator. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.606 Carpentry Employers Association of BC (CEA)

- (a) The Employer shall contribute the required amount to the CEA in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. Notwithstanding the foregoing, CEA may alter such amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to CEA, without exception, all monies designated for CEA and received in accordance with the Monthly Report to the Administrator. Payment to CEA shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

4.607 Rehabilitation Plan

The Employer shall contribute the required amount to the Rehabilitation Plan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

4.608 Jurisdictional Assignment Plan (JAPlan)

The Employer shall contribute the required amount to the JAPlan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be

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

4.609 BCBCBTU Fund

The Employer shall contribute the required amount to the BCBCBTU Fund in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. Notwithstanding the foregoing, such contribution shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

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

The Employer shall contribute the required amount to the D&A Policy in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

4.700 Employee Deductions

Notwithstanding any contrary interpretation of Article 4.700, the Union may, pursuant to the Labour Relations Code, alter any existing required Employee deduction amount and/or implement any new Employee deduction amount, by providing CLR with sixty (60) calendar days' written notice of its intention to do so.

4.701 Field Dues

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

4.702 CMAW Local Check Off

The Employer shall deduct the required amount for CMAW Local Check Off when working within the respective geographical jurisdiction of each CMAW Local which requires same, and shall process such deduction in the manner set forth in Article 5.000. Each CMAW 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 for CMAW Local 1995 shall be as stipulated within the attached Schedules.

(b) All Other CMAW Locals

The required CMAW Local Check Off amount for all other CMAW Locals shall be shall be as stipulated in writing to CLR.

4.703 Rehabilitation Fund

The Employer shall deduct the required amount for the Rehabilitation Fund and shall process such deduction in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

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 may be made by cheque or electronic deposit.

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

4.803 The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. 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, such employee shall be deemed to be still on the payroll of the Employer and shall receive their usual wages and conditions until there is compliance with the conditions.

4.805 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.

ARTICLE 5.000 – MONTHLY REMITTANCES

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

5.100 General Provisions

5.101 The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement, on behalf of all employees working under the terms of this Agreement. Refer to 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 fifteenth (15th) day of the month following that for which such payments are payable.

5.103 (a) The Union designated Plan Administrator shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.

- (b) 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 forty-eight (48) hours in writing of any

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

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports except in accordance with Article 4.603(a).

ARTICLE 6.000 – HOURS OF WORK AND OVERTIME

6.100 Regular Hours

6.101 Eight (8) hours shall constitute the regular work day and five (5) days, forty (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:	12:30 pm 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) The starting and stopping time on a project may be varied by one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion. 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 CMAW members employed on such project.
- (b) The starting time of the employees shall be from the designated lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

6.104 Make-Up Day

Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and Employer. When all employees on the crew are sent home on the same day, they shall be provided the same opportunity to work Saturday at straight time, although each employee shall retain the right to decline such opportunity.

6.105 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 (1½) times the otherwise applicable straight time hourly wage rate.
- 6.202** The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See LOU re: Saturday Overtime Rates attached to this Agreement.
- 6.203** All other overtime hours, including all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.
- 6.204** 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 supersede 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 (1½) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) 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 (1½) times for the first ten (10) hours. See LOU re: Saturday Overtime Rates attached to this Agreement.
- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.303 Statutory Holidays

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

6.402 Shift Premiums

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

Afternoon Shift the premium shall be three dollars (\$3.00) per hour worked on any shift which commences between 9:00 am and 8:29 pm.

Night Shift the premium shall be three dollars (\$3.00) per hour worked on any shift which commences between 8:30 pm and 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,**

- (a) in the event an employee reports to work after the scheduled start time of their shift, and/or elects to leave work prior to the scheduled completion of their shift, such employee shall only be paid for actual hours worked.
- (b) in the event the Employer is unable to provide an employee with sufficient work for a "full shift" on any scheduled shift, such Employer may advise the employee accordingly and shall only be required to pay such employee the greater of either four (4) hours or actual hours worked.

6.504 When an employee is required to attend an orientation or indoctrination online they will be paid a minimum of two (2) hours pay with a mutually agreed upon limit for each program set before commencement of the online program.

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 fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been so advised prior to the completion of the previous days' shift.

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

6.700 **Meal Breaks**

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

One (1) meal break of one-half ($\frac{1}{2}$) 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 "F" (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 Lion’s Bay to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

7.200 Daily Travel Allowance

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 their own vehicle to travel daily from their residence to a project located outside of the Lower Mainland/Fraser Valley.

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

The per kilometre amount above shall be adjusted each year to the maximum allowable tax-free amount under CRA regulations.

- (b) The daily travel allowance shall be non-taxable to the extent allowed by the CRA for mileage expense reimbursements. Contact CLR for clarification.

7.300 Out of Town Projects

When a non local resident employee is employed on an out-of-town commercial/institutional project, the Employer shall supply an “employer supplied room plus daily meal allowance” or, with the mutual agreement of such employee, shall pay a daily “living out allowance” in lieu thereof. The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis. Such terms shall be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel. Employers are advised that if such mutual agreement, in writing, cannot be provided to the Union within one (1) week of request, the industrial standards for daily travel and initial and terminal travel shall apply.

7.400 Periodic Leave and Compassionate Leave

The terms of Article 7.600 provided for within the CMAW Craft Carpenters Standard Industrial Agreement shall also apply to all commercial and institutional work governed by this Agreement.

7.500 Camp Projects

The terms of Article 7.700 provided for within the CMAW Craft Carpenters Standard Industrial Agreement shall also apply to all commercial and institutional work governed by this Agreement.

7.600 Marshalling Points

The terms of Article 7.800 provided for within the CMAW Craft Carpenters Standard Industrial Agreement shall also apply to all commercial and institutional work governed by this Agreement.

ARTICLE 8.000 – HIRING AND MOBILITY OF WORKFORCE

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 superseded 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) The Employer may not transfer an employee from their home Local to another Local unless the employee’s home Local is an affiliate member in good standing of the Union.
 - (b) There shall also be no restrictions/limitations on the Employer’s right to transfer an employee(s) from one (1) project to another throughout the province. When a non local resident employee(s) is transferred between two (2) out-of-town projects, a travel allowance pursuant to the following schedule shall be paid to the non local resident employee from the first project to the second project, one (1) way.

\$0.58 per road km

The per kilometre amount above shall be adjusted each year to the maximum allowable tax-free amount under CRA regulations. Such travel allowance shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expense reimbursements. Contact CLR for clarification.

8.200 Exempt Employees

- 8.201** The Employer may:
- (a) transfer to the project a maximum of four (4) employees currently on the Employer’s payroll, regardless of the home Local of such employees, or
 - (b) name request a maximum of four (4) members from any Local which is an affiliate member in good standing of the Union, or
 - (c) utilize a combination of transfers and name requests to a maximum of four (4)

employees and/or members,

and employ such employees and/or members on the project for the duration of the project.

- 8.202** Employees and/or members who are transferred and/or name requested in accordance with Article 8.201 shall be defined as “exempt” employees.
- (a) If the employment of an exempt employee on the project is terminated, regardless of the reason for such termination (i.e. laid off or quit), the Employer shall not be permitted to hire a replacement exempt employee.
 - (b) Notwithstanding Article 8.203 (a) and/or any/all contrary provisions of this Agreement, the Employer may, at any time, rehire a previously terminated exempt employee to work on the project, and in such instance such re-hired exempt employee shall regain their exempt employee designation.
 - (c) The rehiring of an exempt employee shall not cause any resident member of the project Local who is employed on the project at the time of the rehire to be terminated as a result of the rehire.

8.300 Name Request Employees and Local Dispatch Employees

- 8.301** (a) There shall be no restrictions/limitations on the Employer’s right to hire via name request, and the Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work. Notwithstanding the foregoing, if such right is exercised, the Employer shall provide the Union with a letter or email outlining the reason(s) an individual was not suitable, upon receiving a written request from the Union to do so.
- (b) In addition to the exempt employees employed in accordance with Article 8.200, the Employer may also name request any/all Union members in accordance with Article 8.301(a) and employ such members on the project.
- 8.302** (a) In addition to the name request employees employed in accordance with Article 8.301, 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.
- (c) Notwithstanding any/all contrary provisions of Article 8.000, after there are six (6) employees cleared through the dispatch system to a specific commercial/institutional project, the Employer may exercise the option to obtain employees elsewhere, it being understood that employees so hired shall meet the Union qualifications and shall possess the skills, ability and expertise to perform the available work.

8.400 Inability of Local to Fulfill Dispatch Request

Notwithstanding Articles 8.200 and 8.300, if the project Local is unable to dispatch employees within twenty-four (24) hours of the project Local’s receipt of the Employer’s dispatch request, the Employer may proceed as follows, but only to the extent that doing so is necessary to fulfill

the Employer's dispatch request.

- 8.401** Transfer to the project any/all remaining employees currently on the Employer's payroll, regardless of the home Local of such employees, and/or
- 8.402** 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
- 8.403** 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.

8.500 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, Uncertified Carpenter, 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 4.403(a).

8.600 Reduction in Project Crew

- 8.601** The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.
- 8.602** 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. Notwithstanding the foregoing, such preference shall not supersede the right to continued employment which applies to exempt employees employed on the project in accordance with Article 8.200.

8.700 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.

8.800 Retired Members

The Employer may employ Union members who are collecting their pension benefits. No Employer contribution to the Carpentry Workers' 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.

ARTICLE 9.000 – JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

- 9.101** The Union shall notify the Employer of the appointment of all Job Stewards.
- 9.102** Job Stewards shall be recognized on all projects and shall not be discriminated against.

9.103 The Employer shall provide a Job Steward with sufficient time to carry out their duties.

9.104 Refer also to Article 8.602 regarding preference for continued employment of Job Stewards.

9.200 Union Representatives

Union Representatives shall have access to all projects governed by this Agreement, after first notifying the Employer, however in no way shall such Representatives interfere with employees during working hours unless permission is granted.

9.300 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.

9.303 Pregnancy and Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

ARTICLE 10.000 – HEALTH AND SAFETY

10.100 Safety Equipment

10.101 The employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including 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 WorkSafeBC 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.

10.102 All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

10.103 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.

10.200 Accident Prevention Regulations

- 10.201** The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Workers Compensation Act* and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.
- 10.202** Any refusal by an employee to abide by known WorkSafeBC 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.
- 10.203** Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

10.300 Project Inspections

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

10.400 Injured or Sick Employees

- 10.401** The Employer shall cover all transportation costs not otherwise covered by WorkSafeBC for any employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing shall also apply for any employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WorkSafeBC, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.
- 10.402** If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Occupational First Aid Attendant recommends rest until the next day, then the injured employee shall be paid for the full shift.
- 10.403** Refer also to Article 8.700 and Article 11.502.

10.500 Drug and Alcohol Testing

The Parties agree to be bound by the D&A Policy Committee decisions relative to the Construction Industry Substance Abuse Testing and Treatment Program Policy including with respect to implementation of an EFAP.

ARTICLE 11.000 – WORKING CONDITIONS

11.100 Harassment and Discrimination

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 Personal Cell Phones

No employee will be required to install any app on their personal phone as a condition of

employment.

11.300 Project Facilities

11.301 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 fifteen (15) building tradespersons on a project.

11.302 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.

11.303 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.

11.304 Clean Up Facilities

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

11.400 Lockup

11.401 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.

11.402 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 fifteen (15) square feet per employee.

11.403 Each lockup shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day.

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

11.500 Vehicles

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

11.600 Tools, Equipment and Protective Clothing

- 11.601** The tools of an employee starting a new job shall be in good condition and shall be kept so on the Employer's time.
- 11.602** 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.
- 11.603** If the following tools or equipment - ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.
- 11.604** When the Employer takes employees' saws to be filed in a shop, every effort shall be made to take them to a Union shop. In the event that saw(s) are lost, the Employer shall replace these with new saw(s) of equal quality.
- 11.605** 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 the employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

11.700 Insurance

An employee shall submit an inventory of their 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.

ARTICLE 12.000 – JOINT LABOUR/MANAGEMENT MEETINGS

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

ARTICLE 13.000 – JOINT RECOVERY PROGRAM

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. Notwithstanding the foregoing, it shall be a violation of this Agreement for the parties to agree to the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR (e.g. Rehabilitation Fund) or individual dues to umbrella organizations, without the specific prior written consent of the BCBCBTU and CLR.
- 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. Refer to Carpenters Standard ICI Agreement, 2000 Memorandum of Agreement, Part 2, Item 1, for further details and examples.

13.200 Participation

In recognition of the close working relationship on projects between the Union and other BCBCBTU affiliates, the parties acknowledge the need for enabling relief to be generally consistent. As a result, the parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the parties also acknowledge the individual autonomy of the Union and agree that nothing herein shall be interpreted as an agreement to limit that autonomy in any way.

Unless otherwise mutually agreed to in writing by the Union and CLR, neither the Union nor individual Union Locals shall decline to participate in good faith in the process contemplated by Article 13.000 of this Agreement. The parties expressly agree that the Union and/or individual locals of the Union would be in violation of foregoing if the Union and/or individual locals of the Union were to decline an Employer's enabling request pursuant to either a formal or informal (i.e. blanket) policy of refusal. Individual union members shall retain the right to refuse a dispatch to an enabled project, but neither the Union nor individual locals of the Union shall encourage or otherwise counsel its members to do so.

ARTICLE 14.000 – GRIEVANCE PROCEDURE

14.100 Definitions

14.102 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.

14.103 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 thirty (30) calendar days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (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 Foreperson or project superintendent, and if they agree their decision 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. The single Arbitrator shall be one of Mr. Stan Lanyon, Q.C., Mr. Vince Ready or Mr. Ken Saunders. However, if none of Mr. Lanyon, Mr. Ready or Mr. Saunders are available to hear the case within three (3) months the parties shall be free to mutually agree on another single Arbitrator.

ARTICLE 15.000 – MANAGEMENT RIGHTS

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.

ARTICLE 16.000 – SAVINGS CLAUSE

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 ____ day of _____, 2020.

Dated this ____ day of _____, 2020.

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations Association of BC

Construction, Maintenance and Allied Workers
Canada

SCAFFOLD ADDENDUM

(1) Object and Application

This Addendum shall be appended to the CMAW Craft Carpenters Standard Commercial/Institutional Agreement, and shall form a part thereof.

- (a) The object of this Addendum shall be to address the unique nature of scaffolding work in the commercial and institutional sectors of the industry.
- (b) This Addendum shall apply to specialty scaffold contractors only, and shall supersede the terms of the CMAW Craft Carpenters Standard Commercial/Institutional Agreement on like matters. All terms and conditions of the CMAW Craft Carpenters Standard Commercial/Institutional Agreement not otherwise superseded by this Addendum shall continue to apply.

(2) Association of BC Scaffold Contractors (ABCSC) Fund

- (a) The Employer shall contribute the required amount to the ABCSC Fund in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. Notwithstanding the foregoing, the ABCSC may alter the amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to the ABCSC, without exception, all monies designated for the ABCSC Fund and received in accordance with the Monthly Report to the Administrator. Payment to the ABCSC shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.
- (c) Article 5.103(b) shall also apply to the processing of Employer contributions to the ABCSC Fund.

(3) Qualifications

- (a) (i) A Certified Journeyman shall be qualified for priority dispatch on a scaffolding project if such Certified Journeyman:
 - has worked a minimum of seven hundred fifty (750) scaffolding hours, or
 - has worked a minimum of five hundred (500) scaffolding hours and completed a minimum of forty (40) hours of scaffold specific training.
 - (ii) A Certified Journeyman who is not qualified for priority dispatch on a scaffolding project shall not be dispatched to a scaffolding project unless/until there are no qualified (as defined herein) Certified Journeymen available. The Union shall advise the Employer whenever a Certified Journeyman dispatched to a scaffolding project was not qualified for priority dispatch.
 - (iii) The priority dispatch qualifications on a scaffolding project do not apply to Apprentices, and Apprentices who would otherwise be qualified for priority dispatch shall not be reclassified as Certified Journeymen as a result.
- (b) The hours required in accordance with item (3)(a) are exclusive of travel time hours and must have been worked within the preceding five (5) years while in the employ of an Employer(s) signatory to an agreement with the Union. The Union shall provide the Employer with evidence of such work experience with forty eight (48) hours of the Employer

SCAFFOLD ADDENDUM

cont'd

requesting same.

- (c) The training required in accordance with item (3)(a)(ii) shall be taken on the employee's own time, however notwithstanding item (3)(b), all training hours shall count towards an employee's required minimum work hours. The extent of the training shall be as mutually agreed between the parties and the cost of providing the training shall be shared equally by the parties.

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

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) **Hours Earned and Hours Worked**
- | | | | |
|-----|-----------------------------------|-------------------|-----------------|
| (a) | 1 straight time hour | = 1 hour earned | = 1 hour worked |
| (b) | 1 time and one-half overtime hour | = 1½ hours earned | = 1 hour worked |
| (c) | 1 double time overtime hour | = 2 hours earned | = 1 hour worked |
- (10) **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.
- (b) On industrial construction projects, any employee required to work underground shall receive

APPENDIX "A"

cont'd

DEFINITIONS AND ABBREVIATIONS

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.

(11) LRB

British Columbia Labour Relations Board

(12) Local

An affiliated Local of the Union.

(13) Local Resident Employee

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

(14) Metropolitan Area: Lower Mainland/Fraser Valley

The Lower Mainland/Fraser Valley shall be inclusive of Lion's Bay 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.

APPENDIX “B”
SCHEDULE OF STATUTORY HOLIDAYS

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

1. 2019

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Tuesday, Jan. 1 st	Tuesday, Jan. 1 st
Family Day	Monday, Feb. 18 th	Monday, Feb. 18 th
Good Friday	Friday, Apr. 19 th	Friday, Apr. 19 th
Easter Monday	Monday, Apr. 22 nd	Monday, Apr. 22 nd
Victoria Day	Monday, May 20 th	Monday, May 20 th
Canada Day	Monday, July 1 st	Monday, July 1 st
Friday prior to BC Day	Friday, Aug 2 nd	Friday, Aug 2 nd
BC Day	Monday, Aug. 5 th	Monday, Aug. 5 th
* Friday prior to Labour Day	Friday, Aug. 30 th	Friday, Aug. 30 th
Labour Day	Monday, Sept. 2 nd	Monday, Sept. 2 nd
Thanksgiving Day	Monday, Oct. 14 th	Monday, Oct. 14 th
Remembrance Day	Monday, Nov. 11 th	Monday, Nov. 11 th
Christmas Day	Wednesday, Dec. 25 th	Wednesday, Dec. 25 th
Boxing Day	Thursday, Dec. 26 th	Thursday, Dec. 26 th

2. 2020

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Wednesday, Jan. 1 st	Wednesday, Jan. 1 st
Family Day	Monday, Feb. 17 th	Monday, Feb. 17 th
Good Friday	Friday, Apr. 10 th	Friday, Apr. 10 th
Easter Monday	Monday, Apr. 13 th	Monday, Apr. 13 th
Victoria Day	Monday, May 18 th	Monday, May 18 th
Canada Day	Wednesday, July 1 st	Wednesday, July 1 st
* Friday prior to BC Day	Friday, July 31 st	Friday, July 31 st
BC Day	Monday, Aug. 3 rd	Monday, Aug. 3 rd
Friday prior to Labour Day	Friday, Sept. 4 th	Friday, Sept. 4 th
Labour Day	Monday, Sept. 7 th	Monday, Sept. 7 th
Thanksgiving Day	Monday, Oct. 12 th	Monday, Oct. 12 th
Remembrance Day	Wednesday, Nov. 11 th	Wednesday, Nov. 11 th
Christmas Day	Friday, Dec. 25 th	Friday, Dec. 25 th
Boxing Day	Saturday, Dec. 26 th	Monday, Dec. 28 th

APPENDIX "B"
SCHEDULE OF STATUTORY HOLIDAYS

cont'd

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

3. 2021

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Friday, Jan. 1 st	Friday, Jan. 1 st
Family Day	Monday, Feb. 15 th	Monday, Feb. 15 th
Good Friday	Friday, Apr. 2 nd	Friday, Apr. 2 nd
Easter Monday	Monday, Apr. 5 th	Monday, Apr. 5 th
Victoria Day	Monday, May 24 th	Monday, May 24 th
Canada Day	Thursday, July 1 st	Thursday, July 1 st
Friday prior to BC Day	Friday, July 30 th	Friday, July 30 th
BC Day	Monday, Aug. 2 nd	Monday, Aug. 2 nd
* Friday prior to Labour Day	Friday, Sept. 3 rd	Friday, Sept. 3 rd
Labour Day	Monday, Sept. 6 th	Monday, Sept. 6 th
Thanksgiving Day	Monday, Oct. 11 th	Monday, Oct. 11 th
Remembrance Day	Thursday, Nov. 11 th	Thursday, Nov. 11 th
Christmas Day	Saturday, Dec. 25 th	Monday, Dec. 27 th
Boxing Day	Sunday, Dec. 26 th	Tuesday, Dec. 28 th

4. 2022

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Saturday, Jan. 1 st	Monday, Jan. 3 rd
Family Day	Monday, Feb. 21 st	Monday, Feb. 21 st
Good Friday	Friday, Apr. 15 th	Friday, Apr. 15 th
Easter Monday	Monday, Apr. 18 th	Monday, Apr. 18 th
Victoria Day	Monday, May 23 rd	Monday, May 23 rd
Canada Day	Friday, July 1 st	Friday, July 1 st
* Friday prior to BC Day	Friday, July 29 th	Friday, July 29 th
BC Day	Monday, Aug. 1 st	Monday, Aug. 1 st
Friday prior to Labour Day	Friday, Sept. 2 nd	Friday, Sept. 2 nd
Labour Day	Monday, Sept. 5 th	Monday, Sept. 5 th
Thanksgiving Day	Monday, Oct. 10 th	Monday, Oct. 10 th
Remembrance Day	Friday, Nov. 11 th	Friday, Nov. 11 th
Christmas Day	Sunday, Dec. 25 th	Monday, Dec. 26 th
Boxing Day	Monday, Dec. 26 th	Tuesday, Dec. 27 th

APPENDIX “B”
SCHEDULE OF STATUTORY HOLIDAYS

cont'd

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

5. 2023

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Sunday, Jan. 1 st	Monday, Jan. 2 nd
Family Day	Monday, Feb. 20 th	Monday, Feb. 20 th
Good Friday	Friday, Apr. 7 th	Friday, Apr. 7 th
Easter Monday	Monday, Apr. 10 th	Monday, Apr. 10 th
Victoria Day	Monday, May 22 nd	Monday, May 22 nd
Canada Day	Saturday, July 1 st	Monday, July 3 rd
* Friday prior to BC Day	Friday, Aug. 4 th	Friday, Aug. 4 th
BC Day	Monday, Aug. 7 th	Monday, Aug. 7 th
Friday prior to Labour Day	Friday, Sept. 1 st	Friday, Sept. 1 st
Labour Day	Monday, Sept. 4 th	Monday, Sept. 4 th
Thanksgiving Day	Monday, Oct. 9 th	Monday, Oct. 9 th
Remembrance Day	Saturday, Nov. 11 th	Monday, Nov. 13 th
Christmas Day	Monday, Dec. 25 th	Monday, Dec. 25 th
Boxing Day	Tuesday, Dec. 26 th	Tuesday, Dec. 26 th

APPENDIX "C"**LETTER OF UNDERSTANDING RE: AFFILIATION**

The parties hereby agree that the following terms and conditions shall supersede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Commercial/Institutional Agreement (the "Agreement"). All terms and conditions of the Agreement not superseded in accordance with the foregoing shall apply to this Letter of Understanding.

- A.** The Union shall not be entitled to restrict, in any way, an Employer's right to perform work on a project site whereon work falling within the jurisdiction of the carpenters is being performed by individuals who are not members of the Union. Such projects shall be hereinafter be referred to as "open shop projects".
- B.** Item A. shall apply regardless of:
 - 1.** the signatory status or lack thereof of the employer(s) of those individuals who are performing such carpenter jurisdiction work, and/or
 - 2.** whether the Employer is a subcontractor of the employer(s) in question, or merely working on the same site as the employees or subcontractor(s) of such employer(s).
- C.** It shall be a violation of the Agreement for the Union to attempt to exert pressure upon an Employer because such Employer is performing work on an open shop project or has the intention of doing so. In particular, the Union shall not withdraw its members from an open shop project and/or threaten to do so. Nor shall the Union attempt to exert pressure upon an Employer by other means.

APPENDIX “D”**LETTER OF UNDERSTANDING RE: IMPLEMENTATION OF INDUSTRIAL RATE ON
COMMERCIAL/INSTITUTIONAL PROJECTS**

The parties hereby agree that the following terms and conditions shall supersede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Commercial/Institutional Agreement (the “Agreement”). All terms and conditions of the Agreement not superseded in accordance with the foregoing shall apply to this Letter of Understanding.

- A.** The Industrial wage rate shall be substituted for the Commercial/Institutional wage rate when sixty-five percent (65%) of the Commercial/Institutional projects in BC are performed by Employers certified to or party to a collective agreement with the Union.
- B.** This will be determined by statistics compiled by using Vancouver Regional Construction Association, Southern Interior Construction Association, Vancouver Island Construction Association, and Northern Construction Association, or their successors, Tender Award Bulletins, based on the number of jobs tendered.
- C.** When the sixty-five percent (65%) level is reached in the Commercial/Institutional sector, the Industrial wage rate will apply on jobs tendered after said date.

APPENDIX "E"**LETTER OF UNDERSTANDING RE: UNION CONSTRUCTION INDUSTRY BENEFIT PLAN**

The parties hereby agree that the following terms and conditions shall supersede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Commercial/Institutional Agreement (the "Agreement"). All terms and conditions of the Agreement not superseded in accordance with the foregoing shall apply to this Letter of Understanding.

- A.** The increasing cost of providing benefit plan coverage to employees governed by this Agreement is a concern to the parties. Improving economies of scale may be one possible means of limiting this increase in the future.
- B.** Therefore, the parties agree that a subcommittee of CLR and the BCBCBTU shall be established to investigate both the advantages and disadvantages of developing a union construction industry benefit plan. The subcommittee shall be authorized to bring forward recommendations, and such recommendations shall be subject to ratification by the parties.
- C.** The foregoing shall not be interpreted to mean that any individual constituent union of the BCBCBTU would be required to participate in a union construction industry benefit plan, even if recommended by the subcommittee.

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

The following terms and conditions shall supersede any contrary application or interpretation of the CMAW Craft Carpenters Standard Commercial/Institutional 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 eleven (11) hours and the employee only works eleven (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 eleven (11) hours but the employee ultimately works twelve (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 eleven (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

The second, third and any 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. In the event that a hot meal is not supplied, the Employer shall pay a seventeen dollar (\$17.00), or the amount specified by CRA as reasonable for an overtime meal allowance, meal allowance to each affected employee in lieu thereof.

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 twelve (12) hours.

APPENDIX "F"

cont'd

LETTER OF INTERPRETATION RE: MEAL BREAKS

- 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 Twelve (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 Twelve (12) Hours

Three (3) meal breaks of one-half ($\frac{1}{2}$) hour each shall be provided on all Scheduled Shifts in excess of twelve (12) hours, up to and including sixteen (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 Fourteen (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 11:30 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.

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 twelve (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.

APPENDIX "F"

cont'd

LETTER OF INTERPRETATION RE: MEAL BREAKS

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 (9½) 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 (9½) 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.

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 6:00 pm	work (overtime)
0.5 hours	6:00 pm to 6:30 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for employees to depart for home at 6:00 pm, and be paid the meal allowance in lieu of the hot meal.

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

The parties hereby agree that the following terms and conditions shall supersede any contrary application or interpretation of the CMAW Craft Carpenters Standard Commercial/Institutional Agreement, or the Scaffold Addendum appended thereto. Such terms and conditions shall be referenced within the CMAW Craft Carpenters Standard Commercial/Institutional 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 their 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 their 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 or a member of their 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 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 their "last day of class".
 - b. 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.

APPENDIX "G"

cont'd

LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

C. Hours Worked

An apprentice shall be required to successful complete 5,000 hours worked in order to become a Journeyman 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 changes 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. An apprentice shall not receive credit for such hours until they are 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 journeyman on the project in accordance with the following schedule.

1 st Term	55%	2 nd Term	65%	3 rd Term	80%	4 th Term	90%
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E. Classification

The parties agree that the classification of an apprentice or journeyman 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 journeyman. To this end, the classification of apprentices and journeymen shall be governed as follows.

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 of 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 of 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 their 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

APPENDIX "G"

cont'd

LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

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 Journeyman Carpenter subsequent to April 1, 2007 unless they have obtained a government recognized Carpenters Trade Qualification (TQ) Certificate. An individual who has not obtained a TQ certificate may still be classified as a Journeyman 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 their existing wage rate (effective March 31, 2007) reduced as a result of the application of this Letter of Understanding. 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 institutions. The parties further acknowledge that each apprentice is solely responsible for ensuring that they remain formally registered for as many terms of technical training as is permitted by their local training institution throughout the entire duration of their apprenticeship. In recognition of these acknowledgments, the following advancement criteria shall apply.

1. Except as otherwise provided herein, an apprentice shall not advance to a higher classification until they:
 - have successfully completed the required hours worked,
 - have successfully completed the required technical training, and
 - are 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. If an apprentice is indentured directly to their 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 1st Term to 2nd 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 2nd Term to 3rd Term, such apprentice shall first successfully complete a minimum total of 2,500 hours worked, and at least

APPENDIX "G"

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LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

- 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 3rd Term to 4th 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 4th Term to the status of Journeyman 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 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 its sole discretion, advance an apprentice to a higher classification absent successful completion of the required technical training, hours worked, 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 their 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 their 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 their 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, or any other similar circumstance. The parties agree that relatively common/routine: illness, transportation problems, scheduling inconveniences, or family related concerns do not constitute reasons completely beyond their 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 CLR. Such evidence would include all documentation necessary to substantiate that the apprentice:
- has successfully completed pre-apprenticeship training,
 - has successfully completed the required hours worked,
 - has successfully completed the required technical training,
 - is formally registered for additional technical training to the extent required herein,
 - had appropriate personal reasons for changing previously scheduled technical training registration dates, and/or
 - was prevented from attending technical training for reasons completely beyond their control.

APPENDIX "G"

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LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

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 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, Association, or Society directly related to either the Union or an individual or group of 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 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 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 CLR 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 for final and binding resolution.

APPENDIX "H"**LETTER OF UNDERSTANDING RE: SATURDAY OVERTIME**

To assist the parties in the securing more of the current market share of work in the Construction Industry in the Province of B.C., a committee of equal representation from BCBCBTU and CLR shall be established within six (6) months from the date of these recommendations and shall meet on a quarterly basis thereafter to determine the effect the following amendment has had on the securing of new contracts by CLR. CLR (and its members) shall provide the committee with such information as required to make the determination.

For the term of the renewed collective agreement expiring on April 30, 2023 unless renewed by mutual agreement, effective the first of the month following the date of implementation of these recommendations, overtime for the first ten (10) hours on Saturdays shall be paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate and double time thereafter.

Collective agreements that currently provide for more hours being paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate or for hours paid at less than time and one-half (1.5X) on Saturdays, the existing provisions shall continue to be applied.

APPENDIX “I”
LIST OF SIGNATORY EMPLOYERS *

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

Effective date of signing, the following employers have authorized CLR to bargain the CMAW Craft Carpenters Standard Commercial/Institutional Agreement with CMAW and to sign such Agreement on their behalf.

- | | |
|--|-------------------------------------|
| 1. Alfred Horie Construction Co. Ltd. | 12. Hodgson, King & Marble Ltd. |
| 2. Brightside Enterprises Ltd. | 13. Holaco Construction (1997) Ltd. |
| 3. Brymark Installations Group Inc. | 14. Huron Developments (1990) Ltd. |
| 4. Cascade Mechanical Ltd. | 15. Jayko Construction Ltd. |
| 5. Co-Gen Mechanical Services Ltd. | 16. M & C Contractors Ltd. |
| 6. Cranberry Construction Services Ltd. | 17. Norcan Construction - 83 Inc. |
| 7. Crossroads Construction Co. Ltd. | 18. Orion Interior Contracting Ltd. |
| 8. Eby & Sons Construction Ltd. | 19. R.J. Cooper Construction Ltd. |
| 9. Emil Anderson Construction (EAC) Inc. | 20. Totalplan Inc. |
| 10. Geometric Scaffolding Ltd. | 21. Turn-Key Construction Inc. |
| 11. Halse-Martin Construction Co. Ltd. | 22. Viking Construction Ltd. |
| | 23. Vriezen Construction Ltd. |
| | 24. W.S. Nicholls Construction Inc. |

- * The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

APPENDIX "I"**cont'd****LIST OF SIGNATORY EMPLOYERS ***

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

Effective date of signing, the following employers have authorized CLR to bargain the CMAW Craft Carpenters Standard Commercial/Institutional Agreement Scaffold Addendum with CMAW and to sign such Agreement on their behalf.

1. Aluma Systems Inc.
2. Brock Canada West Ltd.
3. Excel Scaffold Solutions Ltd.

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.