

COLLECTIVE AGREEMENT

BY AND BETWEEN:



**CONSTRUCTION MAINTENANCE
AND ALLIED WORKERS CANADA**

Hereinafter referred to as the “Union” or the “Council”

AND:



**RITEWAY MECHANICAL
REPAIRS LTD.
270A – 1st Avenue
Trail, BC V1R 4V3**

Hereinafter referred to as the “Employer”

November 1, 2020 – November 1, 2024

TABLE OF CONTENTS

CLAUSE 1	OBJECTS	5
CLAUSE 2	EFFECTIVE DATE AND DURATION.....	5
CLAUSE 3	EXTENT	6
CLAUSE 4	WAGES, EARNINGS, CONTRIBUTIONS, AND DEDUCTIONS	7
CLAUSE 5	HOURS OF WORK.....	11
CLAUSE 6	OVERTIME AND MEAL ALLOWANCES.....	14
CLAUSE 7	TRANSPORTATION.....	14
CLAUSE 8	ROOM AND BOARD	20
CLAUSE 9	UNION SECURITY AND HIRING	21
CLAUSE 10	UNION REPRESENTATIVES	23
CLAUSE 11	SAFETY CONDITIONS.....	24
CLAUSE 12	WORKING CONDITIONS	24
CLAUSE 13	JOINT RECOVERY PROGRAM	26
CLAUSE 14	GRIEVANCE PROCEDURE	26
CLAUSE 15	VALIDITY OF AGREEMENT.....	28
CLAUSE 16	FILING OF COPIES.....	28
CLAUSE 17	SAVINGS CLAUSE.....	28
SIGNATURE OF PARTIES		29
EQUIPMENT ADDENDUM		30
WAGE SCHEDULES		32

CLAUSE 1 **OBJECTS**

1.01 The objectives of this Agreement is to: stabilize the construction industry; provide fair and reasonable working conditions and job security for employees in the industry; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement.

CMAW and its signatory Employers embrace workplace diversity and value the richness and creativity it brings to the worksite. The parties recognize a shared commitment to achieving employment equity within the construction industry and to provide apprenticeship, skills training and employment opportunities to First Nations people, cultural and visible minorities, women in jobs that have been traditionally performed by men and otherwise disadvantaged persons. To that end, the parties have implemented the necessary initiatives to encourage the hiring and integration of such individuals on their worksites.

CLAUSE 2 **EFFECTIVE DATE AND DURATION**

2.01 This Agreement shall be for the period from and including November 1, 2020 to and including November 1, 2024, and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of May in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the 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 the Agreement or a new Collective Agreement.

2.03 "Notice of lockout" shall only operate as terminating this Agreement if such notice is followed by the actual refusal to employ Union members on a project(s); and the Agreement is terminated only when the actual lockout occurs; such Employer agrees that it shall not issue notice of lockout later than two (2) months following the concluding of a new CMAW Standard All Employee Agreement in the industry; and, further, the Employer agrees that if it does not give notice of lockout and impose an actual lockout within the aforesaid time limit, it shall be bound by the terms and conditions of the new CMAW Standard All Employee Agreement as negotiated from time to time in the industry.

2.04 The operation of Section 50 (2) and (3) of the Labour Relations Code is hereby excluded.

3.01 Scope and Recognition

This Agreement shall apply to all employees except those excluded in the British Columbia Labour Relations Board Certification.

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

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

- 3.02** No person shall solicit membership in any other labour organization, or collect dues, initiation fees, fines, or assessments for any other labour organization on company time or job site.

3.03 Union Orientation

The Union may familiarize the new employees with the Union. The shop steward or designate may spend up to 15 minutes with new employees during their first week of employment. Time spent will be considered as time worked with no loss in pay and benefits.

- 3.04** This Agreement will apply to all areas of the Province of British Columbia.

- 3.05** All employees who work over 220 hours in a 12 month period in the employment of the Employer shall, from that time forward, as a condition of employment maintain membership in good standing in the Union. All employees who have not met that threshold must be permitted in by the Union upon commencement of work. Existing Union members who meet the training and technical requirements for the job will be given preference for work over new permitted individuals.

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

3.06 Industrial Work

Industrial Construction shall be defined to include as examples: manufacturing; production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; meter pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; breweries, etc.

The parties hereto reserve the right through the process of the collective agreement to determine by mutual consent prior to bid closing any project not covered by the Industrial definition which might fall within the category.

3.07 Union/Management Committee

The Employer and the Union agree to hold Union/Management meetings if requested by either party. The purpose of the meeting will be to resolve:

- (1) Matters concerning the appropriateness of work assignments and job descriptions.
- (2) Matters of mutual interest and concern.

This does not preclude any disputes being resolved under other clauses within this Collective Agreement.

The Union/Management Committee will have equal numerical representation from both parties.

The committee will consist of a minimum of two (2) members from each party.

Employees shall suffer no loss of regular earnings while in attendance at any committee meetings recognized under this Collective Agreement. Attendance at such meetings outside regular work hours will be paid at regular straight time.

An authorized business agent or designate of the Local Union shall be present at any committee meeting with the company.

CLAUSE 4 WAGES, EARNINGS, CONTRIBUTIONS, AND DEDUCTIONS

Wage rates and job classifications shall not be changed without the agreement of the Union.

If the parties are unable to reach agreement on a job classification, the dispute shall be settled by arbitration.

Listed below are the wage rates and benefit package contributions for the period June 1, 2021, through May 1, 2023. Wages to be revisited prior to November 23, 2023.

4.01 Hourly Wage Rates – Commercial-Institutional (Minimum only)

Please refer to Schedules A and B.

4.02 Apprentice/Helper (Minimum only)

(a) Apprentice: To be based on the Tradesperson’s rate applied to the job being worked. To apply to apprentices indentured.

Three-Year Schedule:

1 st Year	60%
2 nd Year	75%
3 rd Year	85%

Four-Year Schedule:

1 st Year	55%
2 nd Year	65%
3 rd Year	80%
4 th Year	90%

(b) Helper: The work of the Helper shall include the handling on the job site of all material or materials falling within the jurisdiction of the Tradesperson. The Helper shall not perform that work of the Tradesperson that requires the use of the tools of the trade, or the erection, and dismantling of scaffolding. Helpers shall in the case of competent workers be a possible source of future apprentices.

If the rate of pay for the job classification to which the employee is transferred is less than the employee’s regular rate of pay for the job classification from which the employee has been transferred, the employee shall receive his/her regular rate of pay during such transfer.

If the rate of pay for the job classification to which the employee is transferred is higher than the employee’s regular rate of pay for the job classification from which s/he has been transferred, the employee shall receive the higher rate of pay for the job classification to which s/he has been transferred.

4.03 Foreman/General Foreman Rate – Method of calculating

The minimum straight-time hourly wage rate for a foreman shall be 115% of the applicable Journeyman minimum straight-time hourly wage rate on the project. In addition to such rate, a Foreman shall be paid all other premiums (e.g. holiday pay, overtime, etc.) that otherwise apply in accordance with this Agreement. General Foreman shall be 120% of the applicable Journeyman rate.

4.04 First Aid Attendant

Employees who act as first aid attendants shall receive an additional one dollar and fifty cents (\$1.50) per hour above their otherwise applicable wage rate.

4.05 Vacation Pay and Statutory Holiday Pay

Vacation and statutory holiday pay, combined in an amount equal to twelve percent (12%), shall be paid on the gross hourly earnings. Said amount shall be paid on each payday and on termination.

4.06 Annual Vacation Schedule

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

- 4.07** The recognized statutory holidays are: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding British Columbia Day, British Columbia Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a holiday by the Federal and/or Provincial Governments. When a statutory holiday falls on a Saturday or Sunday, the following work day(s) will be observed. All work performed on statutory holidays or days observed in place of statutory holidays shall be paid for at double time rates, in addition to the statutory holiday and annual vacation pay as outlined above.

For all Commercial/Institutional work only, Easter Monday, the Friday before BC Day and the Friday before Labour Day shall be paid at time and one half (1½). No work will be done on Labour Day.

4.08 Contributions and Deductions

The Employer shall make payment to the Carpenter Workers Fund on or before the fifteenth (15) day of the month, for hours worked for Commercial and hours earned for Industrial in the previous month in accordance with Schedules A and B.

4.09 Field Dues

The Employer will deduct such hourly amount as the Council directs, and forward same with the contributions provided for in Clause 4.08 of this Agreement.

4.10 Local Union Check-off

- (a)** Where applicable, the Employer will deduct such hourly amount as the Local Union directs, and forward same to the Local Union.
- (b)** The Union maintains its sole discretion to allocate monies from the wage package to Benefit and Pension or Industry Funds at any time during the life of the Agreement.

- 4.11** In the event an Employer fails to remit contributions in conformity with the foregoing provisions of this Agreement, it shall be deemed as a payroll failure as per Clause 4.18 and the Union is free to take any economic action it deems necessary against such an Employer, and such action shall not be considered a violation of this Agreement.

4.12 Penalties for Delinquent Payment of Contributions and/or Deductions:

- (a)** The Union will advise the Employer in writing within 48 hours of any delinquency.

- (b) If the Employer fails to respond within 48 hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union shall require a 10% penalty of the amount of the late payment.

PAYMENT OF WAGES

4.13 Pay Days

The members of the Union (Employees) shall be paid every two (2) weeks on Friday, on the job prior to quitting time, or by electronic deposit. The Employer will hold back no more than five (5) days' pay in any pay period.

- 4.14 If the regular payday falls on a statutory holiday, Employees shall be paid on the preceding working day. All members shall be paid wages in full at time of termination or a cheque will be mailed to them within the three (3) following business days.

4.15 Payroll Penalty

Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer, and shall receive his or her usual wages and conditions until there is compliance with the conditions.

4.16 Pay Slips

The Employer shall provide an itemized statement with each pay to show: the Employer's name, the number of hours at straight time and overtime rates, statutory holiday and vacation pay, total deductions, check-out and daily travel allowances.

4.17 Wage Bond

Before members are dispatched to an Employer who has not been signatory to any Agreement with the Construction Maintenance and Allied Workers Canada (the Union) for a minimum of two (2) years, such Employer may be required to deposit with CMAW a bond suitable to the Union of up to \$15,000.00 for use in default of payment of wages, benefit and pension plan contributions, vacation pay, statutory holiday pay, or any other contributions or payments provided by the collective agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

4.18 Payroll Failures

Where there have been instances of payroll failures by the Employer, or principals or directors, to meet payroll requirements, the Union shall have the right to:

- (a) Inspect the Employer's payroll; and/or
- (b) Require the posting of a suitable bond; and/or

inclusive Or Tuesday through Friday inclusive shall constitute the regular workweek.

- (c) Notwithstanding a) and b), the scheduled start time of the shift may be varied up to one (1) hour earlier or later, at the discretion of the Employer.

Overtime

- (a) The first eight (8) hours of overtime worked on the Friday of a Monday-to-Thursday compressed workweek, or on the Monday of a Tuesday-to-Friday compressed workweek shall be payable at one and one-half (1½) times the otherwise applicable straight-time hourly wage rate.
- (b) All other overtime hours, including all hours worked in excess of 10 hours per day, all hours worked on Saturdays, Sundays, and statutory holidays shall be payable at two (2) times the applicable straight-time hourly wage rate. For all Commercial/Institutional work only, Good Friday, the Friday before BC Day and the Friday before Labour Day shall be paid at time and one half (1½). No work will be done on Labour Day.

Statutory Holidays

Unless otherwise mutually agreed by the parties:

- (a) When a statutory holiday falls on the Friday of a Monday-to-Thursday compressed workweek, such statutory holiday shall be observed on the Thursday.
- (b) When a statutory holiday falls on the Monday of a Tuesday-to-Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) When a statutory holiday falls on a regular workday of a compressed workweek, such statutory holiday shall be observed on such regular workday.

5.04 Starting and Quitting Time

Starting time shall be at the lock-up or tool room, which shall be located not higher than one (1) floor above ground level. A five (5) minute pick-up period shall be allowed prior to quitting time. A company representative shall be responsible for a suitable signal for all starting and quitting times.

5.05 Shifts

The Employer shall determine whether one (1), two (2), or three (3) shifts shall be worked. Unless it is necessary to make the best use of daylight hours, tide conditions, or overcome the problems raised by fire hazards or other emergency conditions, shifts shall be as set out in the Industrial Addendum.

5.06 Shift Premiums

(a) *Commercial/Institutional*

Day Shift: No Shift Premium

Afternoon Shift: The applicable minimum straight time hourly wage rate shall be increased by eight percent (8%) for each hour worked on any shift which commences between 3:30 p.m. and 8:30 p.m. Unless the work is in an occupied building and must be done after regular working hours. In this case, the premium shall be one-half (½) hour at straight time wages. Second and subsequent meal breaks are not considered to be hours worked.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by seventeen percent (17%) for each hour worked on any shift which commences between 8:30 p.m. and before 12:01 a.m. Second and subsequent meal breaks are not considered to be hours worked.

(b) *Industrial*

The Employer may schedule an afternoon and/or night shift as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift. Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other employee classification shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Notwithstanding any contrary interpretation of the following schedule, a shift commencing at 3:30 p.m. shall be deemed to be an afternoon shift and a shift commencing at 8:30 p.m. shall be deemed to be a night shift. Overtime on afternoon and nights shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These shift premiums will not be paid for Saturday, Sunday or statutory holidays.

Day Shift: No shift premium

Afternoon Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 3:30 p.m. and 8:30 p.m. second and subsequent meal breaks are not be considered to be hours worked.

Night Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 8:30 p.m. and before 1:01 a.m. second and subsequent meal breaks are not be considered to be hours worked.

5.07 Call-Out Time

Any Union member being called to a job and not being required shall be paid two (2) hours' time at straight or overtime rates as required. Any employee who commences work shall be paid four (4) hours minimum, and any employee who works beyond the mid-shift lunch break shall be paid for the full shift.

5.08 However, in the event that work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide who will 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.

CLAUSE 6 OVERTIME AND MEAL ALLOWANCES

6.01 Overtime

Overtime on all work up to two (2) hours per day Monday to Friday, holidays excluded, shall be paid for at time and one-half (1½). All other hours worked outside the regular hours, or the accepted variations, and outside the established shift hours, shall be considered overtime until a break equal to one full shift occurs, and shall be paid for at double time (2x) rates.

Commercial/Institutional Only: The first eight (8) hours of work on a Saturday shall be at time and a one-half (1½). All hours worked on a Sunday shall be at double time (2x) rates.

6.02 Meal Allowance

When work is to exceed 10 hours, a hot meal shall be supplied at the end of the regular shift, plus one-half (½) hour's pay at straight time, and thereafter at four (4) hour intervals. There shall be no work period of more than five (5) hours without a meal break. There shall be a coffee break two (2) hours after each meal period. In the event that it is not possible to provide a hot meal, the employer shall pay a twenty five dollar (\$25.00) meal allowance to each affected employee in lieu thereof.

CLAUSE 7 TRANSPORTATION

7.01 The following travel conditions shall apply to Employees regardless of where their services are obtained.

7.02 The Employer shall pay an initial and terminal travel allowance of fifty-nine cents (\$0.59) per road kilometre to any employee who is directed or dispatched to an out-of-town project. Such allowance shall be:

- (a) Payable each way, and the distance travelled shall be calculated using Google Maps from the Employee's community of residence to the project, via the most direct route.
- (b) Subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.
- (c) Refer to Clause 7.03 for further clarification and exceptions.

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

(a) **Ferry Fares**

The Employer shall reimburse an Employee, upon the submission of the appropriate receipts, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. Highway tolls shall not be a reimbursable expense.

(b) **Air Travel**

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

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

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

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

(d) Timing of Payment

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

(e) Termination of Employment

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

7.04 Periodic and Compassionate Leave

- (a)** On out-of-town projects of over 50 calendar days duration, a periodic leave shall be made available to Employees every 40 calendar days.
- (b)** When leave is desired in accordance with Clause 7.04, an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.

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

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

- (c)** The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.
- (d)** The timing of such periodic leave shall be decided by mutual agreement. Living Out Allowances shall not be paid during leave periods.
- (e)** For the purposes of Clause 7.04, the term "out-of-town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than 320 kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's permanent place of residence.

- (f) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic leave.
- (g) An Employee who resides within the Province of British Columbia shall only receive leave if they return to the transportation terminal nearest their permanent place of residence.
- (h) An Employee who does not reside within the Province of British Columbia shall only receive leave if they return to their point of dispatch within the Province of British Columbia.
- (i) There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.
- (j) Interpretations contained within Clause 7.04 shall not be applied to any other provision contained within this Agreement.

7.05 Tool Transport

The cost of transporting members' tools shall be paid for by the Employer. The members will normally take their tools with them; however, when the Employer makes other arrangements for transporting the members' tools such members shall not suffer loss of wages because their tools are not available to them.

7.06 Injured Members' Tools

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

7.07 Fare Paid

There shall be no deduction from a member's wages for transportation or meals while travelling, save in the case of a member quitting for no good reason when having been on the job less than 15 calendar days; then the Employer may deduct the cost of meals, transportation and travelling time to the job. In the case of a member quitting when having been on the job more than 15 calendar days but less than 30 calendar days, return transportation and travel time need not be paid by the Employer.

7.08 Local Travel

(a) Industrial

Local Resident Employees - Refer to Section 9.02 for definition of Local Resident Employee.

- (i) As of November 1, 2014: A Local Resident Employee shall travel daily between their residence and the project, and shall receive a daily travel

premium in accordance with the following schedule. Such premium shall be payable each way, each day, and the distance travelled shall be calculated using Google Maps from the Employee's community of residence to the project, via the most direct route.

0 km - 40 km:	no premium
over 40 km:	\$0.59 per km

- (ii) The daily travel premium shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expenses reimbursements.

(b) Commercial/Institutional:

Local Resident Employees - Refer to Section 9.02 for definition of Local Resident Employee.

- (i) A Local Resident Employee shall travel daily between their residence and the project, and shall receive a daily travel premium in accordance with the following schedule. Such premium shall be payable each way, each day, and the distance travelled shall be calculated using Google Maps from the Employee's community of residence to the project, via the most direct route.

0 km - 40 km:	no premium
over 40 km:	\$0.59 per km

- (ii) The daily travel premium shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expenses reimbursements.

7.09 Local Travel — When Accommodation is Provided

When Employer-supplied accommodation is provided, members will travel daily from their permanent place of residence to the job and return provided:

- (a) The member has been a local resident 30 days prior to the commencement of the job; and
- (b) The maximum distance to the job from the centre of any incorporated city, town, village, or district in or nearest to which a member is residing is 100 kilometres; and;
- (c) The time spent travelling to the job or return, at safe speeds and including time on ferries etc., is a maximum of 75 minutes.

Members who do not qualify as local residents as provided in Clause 9.02 shall be provided first-class room and board supplied and paid for by the Employer.

- (d) If an Employee resides more than 70 kilometres from the project and such Employee would otherwise be required to travel daily between the project and his residence

between November 1 and May 1 annually, such Employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project.

- (i) The Employer shall consider each such request on its individual merits, and shall advise the Employee whether or not their request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the Employee due to inclement winter road conditions.
- (ii) If the project is designated as a temporary out-of-town project, the Employee shall be deemed to have selected Room and Board Option No. 1, in accordance with Clause 8.01, and shall no longer travel daily between the project and his or her residence.
- (iii) Notwithstanding any/all contrary interpretation of the foregoing, a temporary out-of-town project designation may apply only during the period November 1 through May 1.

7.10 Pre-Bid Conference

A pre-tender conference may be called by either of the parties from interested employers and the Construction Maintenance and Allied Workers Canada (the Union) to consider the application of Clause 7.09 or other project expenses.

7.11 Pre-Commencement Conference

Should there be a failure to call a pre-bid conference, or failure to resolve the application of Clause 7.09 or other expenses to a specific project, a pre-commencement conference may be called by the Construction Maintenance and Allied Workers Canada (the Union) or respective Employer(s) who hold contracts for the project to consider the application of Clause 7.09 to the project.

7.12 Whenever a determination as provided in Clauses 7.10 and 7.11 has been made as to the local members travelling to and from their permanent residences or being provided first-class room and board supplied and paid for by the Employer on a particular project, that determination shall remain in force for the duration of the project.

7.13 Notwithstanding Clause 7.09 Local Travel, where travel conditions are such as to be unsuitable for members' standard automobiles the Employer shall provide daily transportation as provided in Clause 7.18 or, alternately, first-class room and board supplied and paid for by the Employer.

7.14 Employees residing within the local travel area as provided in Clause 7.09 may be accommodated in Employer-supplied accommodation by mutual agreement of the parties.

7.15 As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles that conform to public transit standards with full insurance coverage and operated in compliance with Workers' Compensation Board regulations, it

being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union (prior to commencement of the project) within the 40 kilometres distance called for above, and that the time spent in travelling to and from such marshalling point or points to the job site will be done during regular hours and while a member is on the payroll.

- 7.16** Where a variety of travel distances exist for members to a particular job, a pre-job conference between the Employer, the Construction Maintenance and Allied Workers Canada (the Union) and the Local Unions concerned shall be held to arrive at a mutually agreed amount that will be paid to such members on the job.

7.17 Hotels — Motels

If a member is accommodated in a motel, hotel, or unit other than a camp, then transportation shall be supplied to and from the jobsite, and beyond the 40 kilometres free zone the local travel allowance also shall apply.

CLAUSE 8 ROOM AND BOARD

8.01 First Class Room and Board

- (a)** Each Employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the Employee's employment on such project. The choice of options shall be at the sole discretion of the Employee, and the Employee shall provide the Employer with written notice of their selection upon request. The Employer shall likewise provide a copy of the Employee's written notice of selection to the Union upon request. Both options shall commence on the first travel day and shall be payable on the basis of seven (7) days per week.

Option No. 1: The Employer shall provide the Employee with a daily lump sum Living-Out Allowance (LOA) of \$150.00 per day.

Option No. 2: The Employer shall provide the Employee with a single room plus a daily meal allowance of \$70.00 per day

- (b)** Camp accommodations, when supplied, shall meet the standards and requirements of the applicable Construction Camp Rules and Regulations Agreement by and between BC Building Trades Unions and Construction Labour Relations. An Employee may refuse to live in accommodations that do not meet such standards.

Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided Employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the Employee.

8.02 Check-out Allowance

Any member who is living in accommodation provided by the Employer may on any weekend vacate or check out of such accommodations and the Employer shall pay the member \$20.00 per day where accommodation is provided in camps; \$25.00 per day where accommodation is provided for those living in motels-hotels. To qualify, a member must work the scheduled shift prior to the weekend or statutory holiday unless mutually agreed by the member and the Employer representative.

CLAUSE 9 UNION SECURITY AND HIRING

9.01 Hiring

No Union member shall commence work without first obtaining and presenting a Union dispatch slip to the Employer and the job steward.

Authorization and dispatches for existing employees must be obtained from the Local Union in whose jurisdiction the project is located.

Members, foremen excepted, shall be hired through the respective Local Union and/or District Council, as follows:

- (a)** The Employer may transfer to the project a maximum of two (2) employees, regardless of the home Local Union of such employees.
- (b)** The Employer may name request members who have worked for him within the previous 12 weeks.
- (c)** In addition the Employer may name request one member for each member named by the Union.
- (d)** Should the Union be unable to fill an order within 24 hours, the Employer may obtain workers elsewhere, provided these workers become members of the Union within two (2) weeks, and remain members of the Union as a condition of continuing employment.

9.02 Local Residents

A local resident shall be defined as a member residing in or nearest to an incorporated city, town, village, or district within the 100 kilometres described above for a period of 30 days prior to the commencement of the project.

Competent resident members of the Local Union shall be given hiring preference on all jobs performed by the Employer in or near the incorporated city, town, village, or district in or nearest to which a member has resided a minimum of 30 days prior to the commencement of the project.

9.03 Apprentice Rehiring

The Employer shall give preference of re-employment to an apprentice following an assigned session of vocational school.

9.04 Rehiring of Injured Members

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

9.05 Foremen/General Foremen

- (a) Foremen: Foremen are members who issue orders or give direction to members. When more than six (6) members are employed, a “non-working” foreman shall be employed.

Crews shall not be divided into several crews for the purpose of not having a “non-working” foreman.

Foremen shall not be hired as a means of circumventing the hiring procedure.

A foreman may be employed regardless of his place of residence, provided that he is a member in good standing and obtains a dispatch slip from his/her Local Union, and notifies the Local Union in whose jurisdiction the project is located, prior to commencing work. Failure to notify shall terminate this provision for such project.

- (b) General Foremen: General Foremen are members who issue orders or give direction to two (2) or more foremen or trades as defined in clause 9.05 (a).

9.06 Apprentices

Preference of employment shall be granted all indentured apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeships.

When the Employer intends to engage a probationary apprentice, the Employer shall first notify the Local Union or District Council in the area. Apprentices may be indentured directly to Employers.

Employers shall employ at least one (1) apprentice, and the maximum ratio shall be one (1) to (1) one. If the ratio drops below one (1) apprentice to four (4) journeypersons, the Union shall have the right to include unemployed apprentices when filling an order.

9.07 Employer-Union Status

All work performed requiring the tools, skills or ability of a tradesperson shall be done by members of the Union. One Employer who is not a member will be allowed to work and/or give directions on the job; this provision to apply to general contractors only.

9.08 Reservations

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 job-site or sites for:

- (a) Rendering assistance to labour organizations;
- (b) Refusal on the part of Union members to handle any materials, equipment, or product declared unfair by the Council, or manufactured, assembled, or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

Note: The following Clause [9.08 (c)] is not to be misconstrued to include any work falling within the Union's jurisdiction.

- (c) Subject to notice given to the Employer not later than 15 days prior to the bid closing on any job, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for refusal on the part of Union members to work with non-union workers;

CLAUSE 10 UNION REPRESENTATIVES

10.00 Job Stewards

- 10.01 The Union shall notify the Employer of the appointment of all Job Stewards.
- 10.02 Job Stewards shall be recognized on all projects and shall not be discriminated against.
- 10.03 The Employer shall provide a Job Steward with sufficient time to carry out his duties.
- 10.04 When it is necessary for the Employer to reduce the size of the project crew, the Job Steward shall be one of the last three bargaining unit employees.

10.05 Union Representatives

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

10.06 Leave of Absence

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.

CLAUSE 11**SAFETY CONDITIONS**

11.01 Safety

All equipment, tools, and materials must conform to and be utilized in conformity with applicable Provincial and/or Federal regulations, Acts and Laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

11.02 It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment not meeting prescribed safety standards and/or regulations. Refusal of an Employee to abide by the Workers' Compensation Board Regulations may be considered cause for dismissal.

11.03 Safety Equipment

The Employer will supply all safety equipment, including hearing protective devices to the Union member at no cost. Only safety belts with leg and shoulder straps are to be used.

11.04 Accompanying Compensation Inspectors

The head job steward, or where there is a Safety Committee a Union representative of this committee, shall accompany the Workers' Compensation Board Inspector on all project inspections.

11.05 Injured or Sick Members

Members staying in Employer-supplied accommodation who are injured on the job and who require transportation costs not covered by the Workers' Compensation Board either to their point of hire or back to the job shall be paid such transportation cost.

When a member becomes ill or is injured in an accident not covered by WCB while being lodged in Employer-supplied accommodation and the first aid attendant or a doctor recommends off-site treatment or return to the member's point of hire, transportation costs shall be borne by the Employer as will transportation costs back to the job, provided work is available.

In cases of members requiring off-site medical attention that prevents their return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured member shall be paid for the full shift.

CLAUSE 12**WORKING CONDITIONS**

12.01 Harassment

The Union and the Employer recognize the right of the member to work in an environment free from harassment and/or discrimination as per the Human Rights Act.

12.02 Equipment Supplied

See Addendum attached (Equipment Supplied)

12.03 Layoff Notice

When layoffs occur, preference of continued employment will be given to members dispatched to the project as resident Local Union members.

Two (2) hours' notice of discharge will be given by the Employer or two (2) hours' pay allowed in lieu thereof.

12.04 Lockup

A lockup shall be provided exclusively for members. The lockup shall have a minimum of 15 square feet of floor space per member to be used for tradespersons' tools, for drying clothes, and dressing room, as well as lunchroom. The lockup shall have tool racks, table and benches, with provision for drying clothes. Such lockup shall have windows and venting with adequate lighting and provisions for continuous heat 24 hours a day. Where shifts are to be operated, an exclusive lockup for tradespersons' tools on each shift will be provided, the same provisions as above to prevail. The Employer shall be responsible for having the tool lockup cleaned out daily and kept cleared of building materials and other construction paraphernalia. Such lockup shall be situated either on the ground or not higher than the first floor of the building.

12.05 Tool Insurance

The Employer must assure the safety of members' tools and working apparel against fire and burglary or loss when working over water or such other areas where tools cannot be retrieved while in the Employer's employ, and in event of loss thereby replace same. If so requested by the Employer, the member will submit to the superintendent or company representative an inventory of tools and working apparel on the job.

12.06 Tool Allowance

Members will be paid a tool allowance equal to \$0.30 per hour. It is understood that this allowance will be included in the base wage rate for the member. The tools of a member starting a new job shall be in good condition and shall be kept so on the Employer's time.

12.07 Toilets

Chemical or flush toilets shall be provided from the commencement of work on all jobs, and cleaned out daily. Toilet paper will be provided. There shall be a minimum of one (1) unit for each 15 building tradespersons on the jobsite.

12.08 Wash Up Facilities

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

12.09 Drinking Water

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

12.10 Motor Vehicles

No member will be permitted to use his/her own motor vehicle in a manner that is unfair to other members or against the best interests of the Union.

12.11 Telephone

Telephone shall be made available to all members at all times for incoming or outgoing emergency purposes, and incoming messages shall be relayed immediately.

12.12 Protective Clothing

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

12.13 Welders

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

CLAUSE 13 JOINT RECOVERY PROGRAM

Notwithstanding the provisions of this Agreement, it is recognized that the Council and the Local Union(s) may, in conjunction with the Employer, determine on a job-by-job, area, or sector basis, if special dispensation is required to become competitive and, should the necessity arise, by mutual agreement amend or delete terms or conditions of the Agreement for the duration of the job. In order for the Union to consider said dispensation, the Employer must complete the Construction Maintenance and Allied Workers Canada (the Union) Enabling form and submit to the Local for consideration.

CLAUSE 14 GRIEVANCE PROCEDURE

14.01 "Grievance" means any difference by the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union; and "party" means one of the parties to this Agreement. Discharge shall not include layoff of Employees for reason of project efficiency or reduction of forces on suspension or completion of work.

14.02 No grievance will be entertained by either party or an arbitrator unless instituted by the aggrieved party within thirty (30) days of its occurrence, except that a grievance arising out

of alleged unjust discharge must be instituted within fifteen (15) days of its occurrence. An occurrence shall be each day an alleged violation continues. (The above time limits do not apply to wage claims.)

- 14.03** The job steward or business agent shall first discuss the grievance with the foreman or superintendent, and if they agree their decision shall be final. An Employer shall first discuss the grievance with the business agent.
- 14.04** Failing settlement within two (2) days of a grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree their decision shall be final.
- 14.05** If the grievance is not settled pursuant to the above paragraphs within five (5) days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons composed as follows:
- 14.06** The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute.
- 14.07** The party receiving the notice shall within three (3) days appoint a member of the Board and notify the other party of the appointment.
- 14.08** The two (2) arbitrators so appointed shall confer to select a third person to be a chairperson. The chairperson will be selected within three (3) days of the two arbitrators being appointed.
- 14.09** The Arbitration Board shall hear the parties, establish whether the grievance is properly before them, settle the terms of question to be arbitrated, determine if the matter is arbitrable, and make its award within five (5) days of appointment of the chairperson, except when the time is extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties, and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.
- 14.10** The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their appointees, and one-half the expenses of the chairperson.
- 14.11** Alternative Methods of Resolution
- (a)** Notwithstanding any/all contrary provisions of Clause 14, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator, industry grievance panel) in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance. Refer also to Clause 14.10.
- Notwithstanding any/all contrary provisions of Clause 14; the parties may mutually agree that an Associate Chair of the BC Labour Relations Board (BCLRB) will have the jurisdiction to resolve any/all matters of dispute which may arise between the parties in regards to the terms of this Agreement.

CLAUSE 15 **VALIDITY OF AGREEMENT**

15.01 This Agreement is valid only if signed by the President and the Secretary-Treasurer of the Construction Maintenance and Allied Workers Canada (CMAW). If any changes are made from the printed form, then for the Agreement to be valid the changes must be initialled by both the President and the Secretary-Treasurer of the Council.

15.02 The signatories to this Agreement shall be bound by the Industrial Addendum and the Memorandums of Agreement that form part of this Collective Agreement.

CLAUSE 16 **FILING OF COPIES**

16.01 A copy of this Agreement is to be deposited with the Labour Relations Board of British Columbia.

CLAUSE 17 **SAVINGS CLAUSE**

17.01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.

17.02 In the event that any clause or section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Clause or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

17.03 In the event that there are further changes to the Provincial Construction Maintenance and Allied Workers Canada (CMAW) Standard All Employee Agreement, those changes will become part of this Agreement.

SIGNATURE OF PARTIES

Signed this 23 day of July, 2021

On behalf of the Employer:

RITWAY MECHANICAL REPAIRS LTD.

“Signature on file”

Ken Nutini
President

On behalf of the Union:

**CONSTRUCTION MAINTENANCE
AND ALLIED WORKERS CANADA**

“Signature on file”

Chris Wasilenchuk
President

“Signature on file”

Blair Rawlings
Secretary Treasurer

EQUIPMENT ADDENDUM

1. Equipment Supplied

(a) Carpenter

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.

(b) Millwright

The following tools or their equivalents shall be provided by the Millwright employee. All other tools will be provided by the employer.

1	Pair 10" snips
1	10' Steel Tape
1	Feeler and Taper Gauge
1	Ball Peen Hammers to 2 pounds.
1	6" or 8" Millwright Level
1	1" Micrometer
2	Plumb Bobs
1	Hack Saw
1	Pair Combination Pliers
1	Pair Vise Grip Pliers
1	12" Full Comb Precision Square
1	Tool Box
1	Pair Side Cutters
1	6" Vernier
1	Set Allen Head Wrenches
1	Set Assorted Screwdrivers
1	6" Precision Scale
1	Scriber
1	Centre Punch
1	Dial Indicator
1	Set Combination Wrenches to 1¼"
1	Set ½" Drive Sockets to 1¼"
1	Set Adjustable Wrenches to 12"

(c) Welders

The employer shall supply welders' leather vests, jackets, and leather gauntlet gloves to all Employees assigned to welding work on a "charge-out" basis.

(d) Pile Driver

The employee shall furnish the following tools and equipment, when required, on all jobs; adze, slick, claw hammer, steel square, level, 16 metre steel tape, framing chisels, three (3) metre pocket tape, hand saws, hand axe, brace and set of bits, 30 centimetre crescent wrench, tin snips, hacksaw and marlin spike.

Employees assigned to work on wood forms, hand rails, or similar work shall have their saws sharpened as required at the Employer's expense.

2. Protective Clothing – Coveralls, etc.

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

WAGE SCHEDULES

**CMAW All Employee Industrial Agreement
Riteway Agreement - Metal and Mechanical**

November 01 2020 to November 01 2024

SCHEDULE "A1.1"

**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
ALL EMPLOYEE "INDUSTRIAL"**

Effective June 1, 2021

Employee Classification	%	Base Rate	VP/SHP (12%)	SUB TOTAL	Employer Contributions						Total Package
					Benefit Plan	Pensio n Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		46.08	12%	\$	2.45	4.14	0.29	0.28	0.04	0.05	
Journey person											
General Foreman	120%	55.30	6.64	61.94	2.45	4.14	0.29	0.28	0.04	0.05	69.19
Foreman	115%	52.99	6.36	59.35	2.45	4.14	0.29	0.28	0.04	0.05	66.60
Tradesperson	100%	46.08	5.53	51.61	2.45	4.14	0.29	0.28	0.04	0.05	58.86
Apprentices											
Apprentice 8th Term	90%	41.47	4.98	46.45	2.45	4.14	0.29	0.28	0.04	0.05	53.70
Apprentice 7th Term	85%	39.17	4.70	43.87	2.45	4.14	0.29	0.28	0.04	0.05	51.12
Apprentice 6th Term	80%	36.86	4.42	41.28	2.45	4.14	0.29	0.28	0.04	0.05	48.53
Apprentice 5th Term	75%	34.56	4.15	38.71	2.45	4.14	0.29	0.28	0.04	0.05	45.96
Apprentice 4th Term	70%	32.26	3.87	36.13	2.45	4.14	0.29	0.28	0.04	0.05	43.38
Apprentice 3rd Term	65%	29.95	3.59	33.54	2.45	4.14	0.29	0.28	0.04	0.05	40.79
Apprentice 2nd Term	60%	27.65	3.32	30.97	2.45	4.14	0.29	0.28	0.04	0.05	38.22
Apprentice 1st Term	55%	25.34	3.04	28.38	2.45	4.14	0.29	0.28	0.04	0.05	35.63
Helper											
**Helper - up to 100 hours	55%	25.34	3.04	28.38	2.45	4.14	0.29	0.28	0.04	0.05	35.63
**Helper - up to 200 hours	60%	27.65	3.32	30.97	2.45	4.14	0.29	0.28	0.04	0.05	38.22
**Helper - 200 + hours	65%	29.95	3.59	33.54	2.45	4.14	0.29	0.28	0.04	0.05	40.79
Utility Person	75%	34.56	4.15	38.71	2.45	4.14	0.29	0.28	0.04	0.05	45.96

Deductions & Field Dues of \$.89 per hour are calculated on hours "Earned"

Local Union Check Off - see article 4.10



SCHEDULE "B1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective June 1 2021

	Employer Classifications										
	TP/FM/GF	Utility	8th	7th	6th	<<< Apprentice >>>			3rd	2nd	1st
Employer Contributions:	100%-120%	75%	90%	85%	80%	75%	70%	65%	60%	55%	55%-65%
CMAW Benefit Plan	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45	2.45
Carpentry Workers Pension Plan	4.14	4.14	4.14	4.14	4.14	4.14	4.14	4.14	4.14	4.14	4.14
CMAW Administration Fund	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29
CMAW Training Fund	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.25	7.25	7.25	7.25	7.25	7.25	7.25	7.25	7.25	7.25	7.25
Employee Contributions:											
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off	Refer to Article 4.10										
* Total Employee Contributions	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Total Hourly Remittance to CWF	ST	8.14	8.14	8.14	8.14	8.14	8.14	8.14	8.14	8.14	8.14
	1.5x OT	12.21	12.21	12.21	12.21	12.21	12.21	12.21	12.21	12.21	12.21
	2x OT	16.28	16.28	16.28	16.28	16.28	16.28	16.28	16.28	16.28	16.28
Total Hourly Remittance to Other Locals	ST	Refer to Article 4.10									
	1.5x OT	Refer to Article 4.10									
	2x OT	Refer to Article 4.10									

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



SCHEDULE "A1.2"

**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
ALL EMPLOYEE "INDUSTRIAL"**

Effective May 1, 2022

Employee Classification	%	Base Rate	VP/SHP (12%)	SUB TOTAL	Employer Contributions						Total Package
					Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		46.58	12%	\$	2.50	4.19	0.29	0.28	0.04	0.05	
Journey person											
General Foreman	120%	55.90	6.71	62.61	2.50	4.19	0.29	0.28	0.04	0.05	69.96
Foreman	115%	53.57	6.43	60.00	2.50	4.19	0.29	0.28	0.04	0.05	67.35
Tradesperson	100%	46.58	5.59	52.17	2.50	4.19	0.29	0.28	0.04	0.05	59.52
Apprentices											
Apprentice 8th Term	90%	41.92	5.03	46.95	2.50	4.19	0.29	0.28	0.04	0.05	54.30
Apprentice 7th Term	85%	39.59	4.75	44.34	2.50	4.19	0.29	0.28	0.04	0.05	51.69
Apprentice 6th Term	80%	37.26	4.47	41.73	2.50	4.19	0.29	0.28	0.04	0.05	49.08
Apprentice 5th Term	75%	34.94	4.19	39.13	2.50	4.19	0.29	0.28	0.04	0.05	46.48
Apprentice 4th Term	70%	32.61	3.91	36.52	2.50	4.19	0.29	0.28	0.04	0.05	43.87
Apprentice 3rd Term	65%	30.28	3.63	33.91	2.50	4.19	0.29	0.28	0.04	0.05	41.26
Apprentice 2nd Term	60%	27.95	3.35	31.30	2.50	4.19	0.29	0.28	0.04	0.05	38.65
Apprentice 1st Term	55%	25.62	3.07	28.69	2.50	4.19	0.29	0.28	0.04	0.05	36.04
Helper											
**Helper - up to 100 hours	55%	25.62	3.07	28.69	2.50	4.19	0.29	0.28	0.04	0.05	36.04
**Helper - up to 200 hours	60%	27.95	3.35	31.30	2.50	4.19	0.29	0.28	0.04	0.05	38.65
**Helper - 200 + hours	65%	30.28	3.63	33.91	2.50	4.19	0.29	0.28	0.04	0.05	41.26
Utility Person	75%	34.94	4.19	39.13	2.50	4.19	0.29	0.28	0.04	0.05	46.48

**Deductions & Field Dues of \$.89 per hour are calculated on hours "Earned"
Local Union Check Off - see article 4.10**



SCHEDULE "B1.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 1 2022

	Employer Classifications										
	TP/FM/GF	Utility	8th	7th	6th	5th	4th	3rd	2nd	1st	Helper
Employer Contributions:	100%-120%	75%	90%	85%	80%	75%	70%	65%	60%	55%	55%-65%
CMAW Benefit Plan	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
Carpentry Workers Pension Plan	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19	4.19
CMAW Administration Fund	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29
CMAW Training Fund	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.35	7.35	7.35	7.35	7.35	7.35	7.35	7.35	7.35	7.35	7.35
Employee Contributions:											
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.10									
* Total Employee Contributions	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Total Hourly Remittance to CWF	ST	8.24	8.24	8.24	8.24	8.24	8.24	8.24	8.24	8.24	8.24
	1.5x OT	12.36	12.36	12.36	12.36	12.36	12.36	12.36	12.36	12.36	12.36
	2x OT	16.48	16.48	16.48	16.48	16.48	16.48	16.48	16.48	16.48	16.48
Total Hourly Remittance to Other Locals	ST	Refer to Article 4.10									
	1.5x OT	Refer to Article 4.10									
	2x OT	Refer to Article 4.10									

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



SCHEDULE "A1.3"

**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
ALL EMPLOYEE "INDUSTRIAL"**

Effective May 1, 2023

Employee Classification	%	Base Rate	VP/SHP (12%)	SUB TOTAL	Employer Contributions						Total Package
					Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		47.08	12%	\$	2.55	4.24	0.29	0.28	0.04	0.05	
Journey person											
General Foreman	120%	56.50	6.78	63.28	2.55	4.24	0.29	0.28	0.04	0.05	70.73
Foreman	115%	54.14	6.50	60.64	2.55	4.24	0.29	0.28	0.04	0.05	68.09
Tradesperson	100%	47.08	5.65	52.73	2.55	4.24	0.29	0.28	0.04	0.05	60.18
Apprentices											
Apprentice 8th Term	90%	42.37	5.08	47.45	2.55	4.24	0.29	0.28	0.04	0.05	54.90
Apprentice 7th Term	85%	40.02	4.80	44.82	2.55	4.24	0.29	0.28	0.04	0.05	52.27
Apprentice 6th Term	80%	37.66	4.52	42.18	2.55	4.24	0.29	0.28	0.04	0.05	49.63
Apprentice 5th Term	75%	35.31	4.24	39.55	2.55	4.24	0.29	0.28	0.04	0.05	47.00
Apprentice 4th Term	70%	32.96	3.96	36.92	2.55	4.24	0.29	0.28	0.04	0.05	44.37
Apprentice 3rd Term	65%	30.60	3.67	34.27	2.55	4.24	0.29	0.28	0.04	0.05	41.72
Apprentice 2nd Term	60%	28.25	3.39	31.64	2.55	4.24	0.29	0.28	0.04	0.05	39.09
Apprentice 1st Term	55%	25.89	3.11	29.00	2.55	4.24	0.29	0.28	0.04	0.05	36.45
Helper											
**Helper - up to 100 hours	55%	25.89	3.11	29.00	2.55	4.24	0.29	0.28	0.04	0.05	36.45
**Helper - up to 200 hours	60%	28.25	3.39	31.64	2.55	4.24	0.29	0.28	0.04	0.05	39.09
**Helper - 200 + hours	65%	30.60	3.67	34.27	2.55	4.24	0.29	0.28	0.04	0.05	41.72
Utility Person	75%	35.31	4.24	39.55	2.55	4.24	0.29	0.28	0.04	0.05	47.00

Deductions & Field Dues of \$.89 per hour are calculated on hours "Earned"

Local Union Check Off - see article 4.10

****Wage re-opener November 2023**



SCHEDULE "B1.3"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 1 2023

	Employer Classifications										
	TP/FM/GF	Utility	8th	7th	6th	5th	4th	3rd	2nd	1st	Helper
Employer Contributions:	100%-120%	75%	90%	85%	80%	75%	70%	65%	60%	55%	55%-65%
CMAW Benefit Plan	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55
Carpentry Workers Pension Plan	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24
CMAW Administration Fund	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29
CMAW Training Fund	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.45	7.45	7.45	7.45	7.45	7.45	7.45	7.45	7.45	7.45	7.45
Employee Contributions:											
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.10									
* Total Employee Contributions	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Total Hourly Remittance to CWF	ST	8.34	8.34	8.34	8.34	8.34	8.34	8.34	8.34	8.34	8.34
	1.5x OT	12.51	12.51	12.51	12.51	12.51	12.51	12.51	12.51	12.51	12.51
	2x OT	16.68	16.68	16.68	16.68	16.68	16.68	16.68	16.68	16.68	16.68
Total Hourly Remittance to Other Locals	ST	Refer to Article 4.10									
	1.5x OT	Refer to Article 4.10									
	2x OT	Refer to Article 4.10									

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



**SCHEDULE "A1.1" MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
ALL EMPLOYEE "INDUSTRIAL"**

Effective June 1, 2021

Employee Classifications	%	Base Rate	VP/SHP (12%)	SUB TOTAL	Employer Contributions						Total Package
					Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		41.78	12%	\$	2.45	4.14	0.29	0.28	0.04	0.05	
Journey person											
General Foreman (GF)	125%	52.23	6.27	58.50	2.45	4.14	0.29	0.28	0.04	0.05	65.75
Foreman (FM)	115%	48.05	5.77	53.82	2.45	4.14	0.29	0.28	0.04	0.05	61.07
Tradesperson	100%	41.78	5.01	46.79	2.45	4.14	0.29	0.28	0.04	0.05	54.04
Apprentice Carpenter											
4th Term (4th)	90%	37.60	4.51	42.11	2.45	4.14	0.29	0.28	0.04	0.05	49.36
3rd Term (3rd)	80%	33.42	4.01	37.43	2.45	4.14	0.29	0.28	0.04	0.05	44.68
2nd Term (2nd)	65%	27.16	3.26	30.42	2.45	4.14	0.29	0.28	0.04	0.05	37.67
1st Term (1st)	55%	22.98	2.76	25.74	2.45	4.14	0.29	0.28	0.04	0.05	32.99

Deductions & Field Dues of \$.89 per hour are calculated on hours "Earned"
Local Union Check Off - see article 4.10



SCHEDULE "B1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective June 01 2021

	Employer Classifications					
	TP/FM/GF	<<<Apprentice Carpenters>>>				
		4th	3rd	2nd	1st	
Employer Contributions:		100%-125%	90%	80%	65%	55%
CMAW Benefit Plan	2.45	2.45	2.45	2.45	2.45	2.45
Carpentry Workers Pension Plan	4.14	4.14	4.14	4.14	4.14	4.14
CMAW Administration Fund	0.29	0.29	0.29	0.29	0.29	0.29
CMAW Training Fund	0.28	0.28	0.28	0.28	0.28	0.28
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.25	7.25	7.25	7.25	7.25	7.25
Employee Contributions:						
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.10				
* Total Employee Contributions	0.89	0.89	0.89	0.89	0.89	0.89
Total Hourly Remittance to CWF	ST	8.14	8.14	8.14	8.14	8.14
	1.5x OT	12.21	12.21	12.21	12.21	12.21
	2x OT	16.28	16.28	16.28	16.28	16.28
Total Hourly Remittance to Other Locals	ST	Refer to Article 4.10				
	1.5x OT	Refer to Article 4.10				
	2x OT	Refer to Article 4.10				

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



**SCHEDULE "A1.2" MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
ALL EMPLOYEE "INDUSTRIAL"**

Effective May 1, 2022

Employee Classifications	%	Base Rate	VP/SHP (12%)	SUB TOTAL	Employer Contributions						Total Package
					Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		42.28	12%	\$	2.50	4.19	0.29	0.28	0.04	0.05	
Journeyman											
General Foreman (GF)	125%	52.85	6.34	59.19	2.50	4.19	0.29	0.28	0.04	0.05	66.54
Foreman (FM)	115%	48.62	5.83	54.45	2.50	4.19	0.29	0.28	0.04	0.05	61.80
Tradesperson	100%	42.28	5.07	47.35	2.50	4.19	0.29	0.28	0.04	0.05	54.70
Apprentice Carpenter											
4th Term (4th)	90%	38.05	4.57	42.62	2.50	4.19	0.29	0.28	0.04	0.05	49.97
3rd Term (3rd)	80%	33.82	4.06	37.88	2.50	4.19	0.29	0.28	0.04	0.05	45.23
2nd Term (2nd)	65%	27.48	3.30	30.78	2.50	4.19	0.29	0.28	0.04	0.05	38.13
1st Term (1st)	55%	23.25	2.79	26.04	2.50	4.19	0.29	0.28	0.04	0.05	33.39

Deductions & Field Dues of \$.89 per hour are calculated on hours "Earned"
Local Union Check Off - see article 4.10



SCHEDULE "B1.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 01 2022

	Employer Classifications					
		<<<Apprentice Carpenters>>>				
	TP/FM/GF	4th	3rd	2nd	1st	
Employer Contributions:		100%-125%	90%	80%	65%	55%
CMAW Benefit Plan	2.50	2.50	2.50	2.50	2.50	2.50
Carpentry Workers Pension Plan	4.19	4.19	4.19	4.19	4.19	4.19
CMAW Administration Fund	0.29	0.29	0.29	0.29	0.29	0.29
CMAW Training Fund	0.28	0.28	0.28	0.28	0.28	0.28
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.35	7.35	7.35	7.35	7.35	7.35
Employee Contributions:						
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.10				
* Total Employee Contributions	0.89	0.89	0.89	0.89	0.89	0.89
Total Hourly Remittance to CWF	ST	8.24	8.24	8.24	8.24	8.24
	1.5x OT	12.36	12.36	12.36	12.36	12.36
	2x OT	16.48	16.48	16.48	16.48	16.48
Total Hourly Remittance to Other Locals	ST	Refer to Article 4.10				
	1.5x OT	Refer to Article 4.10				
	2x OT	Refer to Article 4.10				

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



SCHEDULE "A1.3"

**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
ALL EMPLOYEE "INDUSTRIAL"**

Effective May 1, 2023

<u>Employee Classifications</u>	%	Base Rate	VP/SHP (12%)	SUB TOTAL	Employer Contributions						Total Package
					Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		42.78	12%	\$	2.55	4.24	0.29	0.28	0.04	0.05	
Journeyperson											
General Foreman (GF)	125%	53.48	6.42	59.90	2.55	4.24	0.29	0.28	0.04	0.05	67.35
Foreman (FM)	115%	49.20	5.90	55.10	2.55	4.24	0.29	0.28	0.04	0.05	62.55
Tradesperson	100%	42.78	5.13	47.91	2.55	4.24	0.29	0.28	0.04	0.05	55.36
Apprentice Carpenter											
4th Term (4th)	90%	38.50	4.62	43.12	2.55	4.24	0.29	0.28	0.04	0.05	50.57
3rd Term (3rd)	80%	34.22	4.11	38.33	2.55	4.24	0.29	0.28	0.04	0.05	45.78
2nd Term (2nd)	65%	27.81	3.34	31.15	2.55	4.24	0.29	0.28	0.04	0.05	38.60
1st Term (1st)	55%	23.53	2.82	26.35	2.55	4.24	0.29	0.28	0.04	0.05	33.80

Deductions & Field Dues of \$.89 per hour are calculated on hours "Earned"

Local Union Check Off - see article 4.10



****Wage re-opener November 2023**

SCHEDULE "B1.3"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 01 2023

	Employer Classifications					
	TP/FM/GF	<<<Apprentice Carpenters>>>				
		4th	3rd	2nd	1st	
Employer Contributions:		100%-125%	90%	80%	65%	55%
CMAW Benefit Plan	2.55	2.55	2.55	2.55	2.55	2.55
Carpentry Workers Pension Plan	4.24	4.24	4.24	4.24	4.24	4.24
CMAW Administration Fund	0.29	0.29	0.29	0.29	0.29	0.29
CMAW Training Fund	0.28	0.28	0.28	0.28	0.28	0.28
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.45	7.45	7.45	7.45	7.45	7.45
Employee Contributions:						
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.10				
* Total Employee Contributions	0.89	0.89	0.89	0.89	0.89	0.89
Total Hourly Remittance to CWF						
ST		8.34	8.34	8.34	8.34	8.34
1.5x OT		12.51	12.51	12.51	12.51	12.51
2x OT		16.68	16.68	16.68	16.68	16.68
Total Hourly Remittance to Other Locals						
ST		Refer to Article 4.10				
1.5x OT		Refer to Article 4.10				
2x OT		Refer to Article 4.10				

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

