

CMAW CRAFT CARPENTERS COLLECTIVE AGREEMENT (BCI UNION EXCLUSIVE PROJECTS)

By and Between:

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

(the “Union”)

And:

Bosa Construction Inc.

(the “Employer” or “BCI”)

(collectively, the “Parties”)

January 28, 2024 to April 30, 2026

**(Effective on all hours worked from January 28, 2024 onward,
subject to ratification of the BCI Standard Agreements.)**

ARTICLE 1.000 - APPLICATION

The following shall supercede the first sentence of Article 3.100 of the CLR Standard Agreement to the extent that the following is contrary to such sentence.

- 1.100 (a)** This Agreement shall apply to work performed by members of the Union's bargaining unit on Union Exclusive Projects only. Work on all other projects shall be governed by the Parties' CMAW Craft Carpenters Collective Agreement (BCI Standard).
- (b)** For the purposes of this Agreement, a "Union Exclusive Project" shall be defined as any project on which the owner requires all work to be performed by members of one (1) of the traditional/historical Building Trade unions.
- 1.200** The terms of the CMAW Craft Carpenters Standard Commercial/Institutional Agreement by and between the Construction, Maintenance and Allied Workers Canada (CMAW) and Construction Labour Relations Association of BC (CLR), expiry date April 30, 2026 (the "CLR Standard Agreement") shall govern work performed pursuant to this Agreement except as otherwise specifically outlined herein.

ARTICLE 2.000 - EFFECTIVE DATE AND DURATION

The following shall supercede Article 2.000 of the CLR Standard Agreement.

- 2.100** This Agreement shall be for the period from and including Sunday, January 28, 2024 to and including April 30, 2026.
- 2.200** Notwithstanding any/all contrary interpretation of Articles 2.300 and 2.400, the following process shall govern the manner in which the Parties' bargain the renewal of this Agreement upon its expiry.

On or before April 30, 2025 the Employer shall notify the Union, in writing, if the Employer wishes to exercise its right to bargain a renewal to this Agreement that is inconsistent with the principle outlined within Article 1.200.

2.201 Notice Received

If such notice is received by the Union prior to May 01, 2025, the application of Articles 2.300 and 2.400 shall be triggered with respect to collective bargaining between the Parties for all terms of this Agreement.

2.202 Notice Not Received

If such notice is not received by the Union prior to May 01, 2025,

- (a)** the terms of the CLR Standard Agreement shall continue to apply until its renewal, and thereafter the terms of the CLR Standard Agreement as renewed after its expiry on April 30, 2026 (the "Renewal CLR Standard Agreement") shall govern work performed pursuant to this Agreement,

except as otherwise specifically outlined herein, and

- (b) the application of Articles 2.300 and 2.400 shall be triggered, but only with respect to collective bargaining between the Parties for those terms of this Agreement that are contrary to the Renewal CLR Standard Agreement.

2.300 This Agreement shall continue from year to year after April 30, 2026 subject to the right of either Party to this Agreement, within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30, 2026, or immediately preceding the 30th day of April in any year thereafter, by written notice to require the other Party to this Agreement to commence collective bargaining.

2.400 Should either Party give written notice to the other Party pursuant to Article 2.300, 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.

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

2.600 The Union shall file a copy of this Agreement with the LRB.

ARTICLE 3.000 - MONETARY PACKAGE

3.100 Monetary Package

Refer to Schedules "A.1" and "B.1" attached.

3.200 Minimum Straight Time Hourly Wage Rates

The minimum straight time hourly wage rates as provided for within Schedule "A.1" attached shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, such wage rates are reprinted from the CLR Standard Agreement and are included herein for ease of reference only. As a result, the CLR Standard Agreement wage rates shall supercede Schedule "A.1" in the event of a discrepancy.

3.300 Apprenticeship Rates and Pension Contribution Rates

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 (60%) 2nd Term (70%) 3rd Term (80%) 4th Term (90%)

The foregoing shall supercede the application of Article 4.403 (b) of the CLR Standard Agreement.

3.400 Employer Contributions and Employee Deductions

- 3.401 (a) The schedules of Employer Contributions and Employee Deductions as provided for within Schedule "B.1" attached shall apply to all work performed in accordance with this Agreement. All Employer Contributions and Employee Deductions shall be calculated on the basis of hours worked.
- (b) Notwithstanding any/all contrary interpretation of this Agreement, no current employee classified as a Journeyman effective January 28, 2024 shall thereafter be reclassified as an Unticketed Carpenter by the Employer.

- 3.402 The required Employer contribution to the CMAW Target Pension Plan on behalf of Apprentices and Unticketed Carpenters shall be the applicable percentage of the required Employer contribution for Certified Journeymen in accordance with the following schedule.

Apprentices:	1 st Term	60%	3 rd Term	80%
	2 nd Term	70%	4 th Term	90%
Unticketed Carpenters:	75%			

The foregoing shall supercede the application of Article 4.602 (b) of the CLR Standard Agreement.

- 3.403 The Union maintains its sole discretion to allocate monies from the wage package to CMAW Benefits, CMAW Target Pension Plan, or Industry Funds at any time during the life of the Agreement. Where monies are allocated to CMAW Benefits because Bill C-30 prohibits those monies from being allocated to the CMAW Target Pension Plan, the Plan Administrator will advise the Employer of the reallocation to facilitate the appropriate tax reporting. The foregoing shall supercede the application of Article 4.200 of the CLR Standard Agreement.

ARTICLE 4.000 - OVERTIME

The following generic summary is provided for clarification and ease of reference purposes only.

The application of overtime pursuant to the CLR Standard Agreement is consistent with the following summary. The Parties agree that such application shall also apply pursuant to this Agreement, although the language within the CLR Standard Agreement shall supercede such summary in the event of a dispute.

Monday to Friday:

- > First 2 hours of overtime at 1.5x the otherwise applicable straight time hourly rate
- > All other hours of overtime at 2.0x the otherwise applicable straight time hourly rate

Saturday:

- > First 8 hours of overtime at 1.5x the otherwise applicable straight time hourly rate
- > All other hours of overtime at 2.0x the otherwise applicable straight time hourly rate

Sunday and Statutory/General Holidays:

- > All hours of overtime at 2.0x the otherwise applicable straight time hourly rate

ARTICLE 5.000 - NOTICE OF TERMINATION

The Employer shall provide an employee with two (2) hours' notice of termination, or two (2) hours' pay in lieu thereof. The employee shall use such notice to gather their personal tools and prepare such tools the next project. The foregoing shall supercede the application of Article 6.105 of the CLR Standard Agreement.

ARTICLE 6.000 - WASHROOM FACILITIES

The Employer will abide by all WorkSafeBC requirements with respect to the provision and availability of washroom facilities on all projects. The foregoing shall supercede the application of Article 12.301 of the CLR Standard Agreement.

ARTICLE 7.000 - SAVINGS CLAUSE

- 7.100** 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.
- 7.200** 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.
- 7.300** 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 15.000.

SIGNATURE OF PARTIES

Dated this 23rd day of February, 2024.

Signed on behalf of:
Bosa Construction Inc.

"Signature on File"

"Signature on File"

Dated this 23rd day of February, 2024.

Signed on behalf of:
Construction, Maintenance and
Allied Workers Canada (CMAW)

"Signature on File"

"Signature on File"

SCHEDULE "A.1"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

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

"Inside" Lower Mainland/Fraser Valley **Effective January 28, 2024 to April 27, 2024**

Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP 12%	CMAW Benefits	† CMAW Target Pension Plan	Employer Contributions							Total Monetary Package
								CMAW Admin Fund	CMAW Training Fund	ERF	CIRP	DBA Policy			
Journeyman															
General Foreperson (GF)	125%	44.97	0.90	45.87	5.50	2.80	4.29	0.30	0.36	0.23	0.04	0.01	59.40		
Foreperson (FP)	115%	41.38	0.90	42.28	5.07	2.80	4.29	0.30	0.36	0.23	0.04	0.01	55.38		
Certified (CJP)	100%	35.98	0.90	36.88	4.43	2.80	4.29	0.30	0.36	0.23	0.04	0.01	49.34		
Apprentice Carpenter															
4 th Term (4th)	90%	32.38	0.90	33.28	3.99	2.80	3.86	0.30	0.36	0.23	0.04	0.01	44.87		
3 rd Term (3rd)	80%	28.78	0.90	29.68	3.56	2.80	3.43	0.30	0.36	0.23	0.04	0.01	40.41		
2 nd Term (2nd)	70%	25.19	0.90	26.09	3.13	2.80	3.00	0.30	0.36	0.23	0.04	0.01	35.96		
1 st Term (1st)	60%	21.59	0.90	22.49	2.70	2.80	2.57	0.30	0.36	0.23	0.04	0.01	31.50		
Unticketed Carpenter (UTC)	90%	32.38	0.90	33.28	3.99	2.80	3.22	0.30	0.36	0.23	0.04	0.01	44.23		
Material Handler/ Pre-Apprentice (MH/PA)		16.80	0.90	17.70	2.12	2.80	n/a	0.30	0.36	0.23	0.04	0.01	23.56		

† Pension contributions are NOT insurable earnings pursuant to CRA regulations.

SCHEDULE "B.1"

**INSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

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

"Inside" Lower Mainland/Fraser Valley

Effective January 28, 2024 to April 27, 2024

	Employee Classifications									
	GF	FP	CJP	4 th Term	3 rd Term	2 nd Term	1 st Term	UTC	MH/PA	
‡ Employer Contributions:										
CMAW Benefits	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	
CMAW Target Pension Plan †	4.29	4.29	4.29	3.86	3.43	3.00	2.57	3.22	n/a	
CMAW Admin Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	
CMAW Training Plan	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	
ERF (Employer Representation Funds)	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	
CIRP (Rehabilitation Plan)	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
D&A Policy	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
‡ Total Employer Contributions	8.03	8.03	8.03	7.60	7.17	6.74	6.31	6.96	3.74	
‡ Employee Deductions:										
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	
Local Union Check Off (CMAW Local 1995)	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
CIRP (Rehabilitation Plan)	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
‡ Total Employee Deductions	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	
Total Hourly Remittance to CWF	ST 8.96	8.96	8.96	8.53	8.10	7.67	7.24	7.89	4.67	
	1.5x OT 8.96	8.96	8.96	8.53	8.10	7.67	7.24	7.89	4.67	
	2x OT 8.96	8.96	8.96	8.53	8.10	7.67	7.24	7.89	4.67	
Total Hourly Remittance to CMAW Local 1995	ST 0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
	1.5x OT 0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
	2x OT 0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	

† Pension contributions are NOT insurable earnings pursuant to CRA regulations.

‡ All Employer contributions and all employee deductions shall be calculated on the basis of hours worked.