

**STANDARD ALL EMPLOYEE AGREEMENT - 2023 to 2026**  
**COMMERCIAL INSTITUTIONAL/INDUSTRIAL**

**BY AND BETWEEN:**



**CONSTRUCTION MAINTENANCE  
AND ALLIED WORKERS CANADA**

(Hereinafter referred to as the "Union")

**AND:**

**EXCEL SCAFFOLD SERVICES LTD.**

(Hereinafter referred to as the "Employer")

**November 1, 2023 to October 31, 2026**





# CMAW

CANADA

Established in 2004, Construction, Maintenance and Allied Workers Canada's role is to establish and maintain the best possible standards of pay, benefits and working conditions for members; to organize the unorganized; to promote progressive labour and human rights legislation; to cooperate with other unions and organizations to achieve these aims; to encourage social unionism; to promote and champion workers' legitimate struggles; to provide aid and assistance to members so they may share in benefits of collective agreements and favourable employment legislation; and to inform and educate workers on the principles and policies of the organization and the benefits they may achieve through organization and collective bargaining. Construction, Maintenance and Allied Workers Canada has agreements with over 130 contractors and a membership of 7,000.

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**For CMAW Pension & Benefit Plan Enquiries:**

Bilsland Griffith	Telephone: 1.844.366.2629	Fax: 604.433.8894
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**For CMAW Benefit Plan Enquiries:**

Green Shield Canada	Telephone: 1.888.711.1119	Fax: 604.444.4413
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**For EFAP (Employee & Family Assistance Plan) Enquiries 24/7:**

Inkblot: [www.cmawefap.ca](http://www.cmawefap.ca) to register

**Construction Locals**

Alberta	403.879.2635	Kitimat/Prince Rupert	250.624.5617
Thompson Okanagan	250.542.8814	Vancouver, Lower Mainland, Fraser	604.437.0491
Prince George	250.564.6043	Valley & Whistler	
Vancouver Island &	250.287.2422	Castlegar	250.365.2813
Sunshine Coast			



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**CLAUSE 1**                      **OBJECTS**

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**1.01**        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 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.

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**CLAUSE 2**                      **EFFECTIVE DATE AND DURATION**

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**2.01**        This Agreement shall be for the period from and including November 01, 2023 to and including October 31, 2026, 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 August in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

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**CLAUSE 3**                      **EXTENT**

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**3.01**        **Scope and Recognition**

This Agreement is to cover all Employees employed by the Employer in the province of Alberta including Foreperson, General Foreperson except for supervisors, office staff and management personnel.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the Employees as defined in the Alberta 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 Job 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 Alberta.

**3.05** All Employees covered by this agreement as per 3.01 shall as a condition of employment maintain membership in good standing in the Union.

Prior to subcontracting the Employer will discuss with the Union the portion, or portions of the project that the Employer wishes to sub-contract and the sub-contractors to be hired to do such work. Permission will not be reasonably denied if there are consistent labour shortages that are effecting Employers ability to provide services to their clients.

**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 Strikes or Lockouts**

During the term of this Agreement, or while negotiations for a further agreement are being held the union will not permit or encourage any strike, slowdown, or a stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

**3.08** During the term of this Agreement, or while negotiations for a further agreement are being held the Employer will not engage in any lockout of its Employees or deliberately restrict or reduce the hours of work.

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**CLAUSE 4 WAGES, EARNINGS, CONTRIBUTIONS, AND DEDUCTIONS**

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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 November 1, 2023 through October 31, 2024. Wage opener to be completed annually by October 31.

**4.01 Hourly Wage Rates**

Please refer to Schedules A and B.



**4.02 Apprentices/Helper (Minimum only)**

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

<b>Three-Year Schedule:</b>		<b>Four-Year Schedule:</b>	
1 <sup>st</sup> Year	60%	1 <sup>st</sup> Year	55%
2 <sup>nd</sup> Year	75%	2 <sup>nd</sup> Year	65%
3 <sup>rd</sup> Year	85%	3 <sup>rd</sup> Year	80%
		4 <sup>th</sup> Year	90%

**4.03 Foreperson/General Foreperson Rate – Method of calculating**

The minimum straight-time hourly wage rate for a Foreperson shall be 115% of the applicable Journeyman minimum straight-time hourly wage rate on the project. In addition to such rate, a Foreperson shall be paid all other premiums (e.g. holiday pay, overtime, etc.) that otherwise apply in accordance with this Agreement. General Foreperson shall be 125% 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 wage rate.

**4.05 Annual Vacation Pay and Statutory Holiday Pay**

Vacation and statutory holiday pay, combined in an amount equal to ten percent (10%), 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 two (2) 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, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, and any such day as may be declared a holiday by the Federal and/or Provincial Governments. 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.

**4.08 Contributions and Deductions**

The Employer shall make payment to the CMAW Benefit and Pension plan administrator on or before the 15<sup>th</sup> 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 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 ten percent (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 Retired Members**

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. Where monies are allocated to the Benefit Fund because Bill C-30 prohibits those monies from being allocated to the Pension Fund the Pension Fund administrator will advise the Employer of the reallocation to facilitate appropriate tax reporting.

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**CLAUSE 5 HOURS OF WORK**

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**5.01 (a)** The regular workday shall be eight (8) hours between the hours of 7:00 am and 5:00pm with a half-hour mid-shift lunch break. The regular workweek shall be five (5) days between Monday 7:00am and Friday 5:00 pm. Regular hours may be varied by mutual consent of the parties to this agreement.

Straight Time:	7:00 am to 11:00 am	4.0 hours
Meal:	11:00 am to 11:30 pm	0.0 hours
	11:30 pm to 3:30 pm	4.0 hours
	Total Straight Time Hours:	8.0 hours

**(b)** Notwithstanding 5.01 (a), the scheduled start time of the shift may be varied up to one (1) hour earlier or later, at the discretion of the Employer.

**5.02 Rest Breaks**

On a regular shift, two (2) ten (10) minute rest breaks will be taken at approximately the one quarter (¼) and three quarter (¾) points of the shift and at a location determined by mutual agreement between the Employer and the Union. Where work is required for a period up to ten (10) hours, a third rest break will be taken at the end of eight (8) hours. Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour

will be provided at the end of eight (8) hours, to be paid at straight-time rates. If a second meal break is provided, the third rest break shall not be taken.

### 5.03 Shifting of Breaks

Notwithstanding articles 5.01 and 5.02, the following terms and conditions will apply in the event that a scheduled break time must be altered where continuity of work must be maintained, such as concrete pouring or finishing, or when break facilities are insufficient to accommodate all crews on site at one time.

- (a) **Lunch Breaks:** If a lunch break is provided but is shifted beyond one half ( $\frac{1}{2}$ ) hour in either direction of the scheduled break time, the worker will be compensated one half ( $\frac{1}{2}$ ) hour at straight time.
- (b) **Rest Breaks:** If a rest break is provided but is shifted beyond 15 minutes in either direction of the scheduled break time, the worker will be compensated 15 minutes at straight time.

### 5.04 Compressed Work Week

A compressed workweek of four (4) days per week may be established by mutual agreement between the Employer and the Union.

#### Hours of Work

- (a) Ten (10) straight-time hours 7:00am to 5:30pm, inclusive of a meal break shall constitute the compressed workweek day shift. Monday through Thursday inclusive or Tuesday through Friday inclusive shall constitute the regular workweek.
- (b) Ten (10) straight-time hours 5:30pm to 4:00am, inclusive of a meal break shall constitute the compressed workweek afternoon shift. Monday through Thursday 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 ten (10) 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 ( $1\frac{1}{2}$ ) times the otherwise applicable straight-time hourly wage rate.
- (b) All other overtime hours, including all hours worked in excess of ten (10) hours per day, 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 to be paid at time and one half

(1 ½). No work will be done on Labour Day.

#### **5.05 Starting and Quitting Time**

Starting time shall be at the lock-up or tool room, which shall be located not higher than one 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.

#### **5.06 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.

#### **5.07 Call-Out Time**

Any Union member being called to a job and not being required shall be paid four (4) hours' time at straight or overtime rates as required unless 8 hrs of notice was provided. Any Employee who works beyond 4 hours shall be paid for hours worked only.

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### **CLAUSE 6 OVERTIME AND MEAL ALLOWANCES**

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#### **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, including hours worked before the established shift time start, shall be considered overtime until a break equal to one full shift occurs, and shall be paid for at double time rates.

#### **6.02 Meal Allowance**

When unscheduled work is to exceed twelve (12) 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.

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### **CLAUSE 7 TRAVEL PREMIUMS AND OUT OF TOWN PROJECTS**

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#### **7.01 Daily travel Allowance**

- a) Daily Travel: On those projects that are located between forty-five (45) radius kilometers to one hundred and twenty (120) radius kilometers from Edmonton, Calgary and/or Ft. McMurray City Hall(s) or other Hiring Hall locations, the

Company shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

Alternatively, the Company shall pay to each Employee a transportation cost at the CRA maximum allowable rate per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) radius kilometer free zone to the project and return. The transportation cost will be reviewed by the parties should there be general increases or reductions in the reference agreements.

- b)** Accommodation Allowance: Subsistence will be paid, or camp provided on projects which are more than one hundred and twenty (120) radius kilometers from Edmonton, Calgary and/or Ft. McMurray City Hall(s) or other Hiring Hall locations.

Subsistence will be paid at a rate of one hundred and seventy-five (\$175.00) per day worked or reported for. In the Ft McMurray area subsistence shall be \$215.00 per day worked or reported for. If a Pre-job was completed for a project the language in the pre-job shall supersede this.

On sites which are four hundred and seventy-five (475) radius kilometers plus as noted above, subsistence will be paid on a seven (7) day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the Employer.

On a subsistence project, Employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the City Hall(s) of Edmonton and Calgary, or other Hiring Hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).

Effective August 20, 2023. Initial and Return Allowances:

120-200 Radius Kilometers     \$110.00 each way;

200-300 Radius Kilometers     \$155.00 each way;

300-375 Radius Kilometers     \$185.00 each way;

375-475 Radius Kilometers     \$275.00 each way;

or actual airfare suitable proof of air transport is provided by the Employer.

Over 475 kilometers as mutually agreed between the parties to this Agreement to a maximum of \$400.00 each way or actual airfare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometers initial and terminal travel amounts will be mutually agreed between the Union and the Employer to a maximum of \$344.00 each way or airfare if suitable proof of air transport is provided to the Employer.

Initial and terminal travel amounts will be reviewed by the parties should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off.

Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

**7.02** On a subsistence project, Employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments pursuant to Article 7.100 a) if they reside outside a forty-five (45) radius kilometer free zone around the project..

**7.03** On a subsistence project, Employees domiciled outside a forty-five (45) radius kilometre zone around the job will be provided transportation to and from the job or paid CRA maximum allowable at the time.

**7.04 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.

**7.05 Camp Accommodations**

In order to minimize the disruption of long-term construction/maintenance and provide stability, every effort shall be made for Employees not to move/change rooms and or camps at any time.

**7.06 Tool Transport**

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. The cost of transporting members' tools shall be paid for by the Employer.

**7.07 Injured Members' Tools**

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

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**CLAUSE 8                      UNION SECURITY AND HIRING**

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**8.01            Hiring**

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

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

- (a)        The Employer may name request members who have worked for them within the previous twelve (12) weeks.
- (b)        In addition, the Employer may name request one member for each member named by the Union.
- (c)        Should the Union be unable to fill an order within 48 working 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.

**8.02            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 120 kilometres described above for a period of thirty (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 thirty (30) days prior to the commencement of the project.

**8.03            Apprentice Rehiring**

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

**8.04            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.

**8.05            Foreperson/General Foreperson**

- (a)        Foreperson: Foreperson are members who issue orders or give direction to



members. When more than six (6) members are employed, a “non-working” Foreperson shall be employed.

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

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

A Foreperson 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 Foreperson: General Foreperson are members who issue orders or give direction to two (2) or more Foreperson as defined in Clause 9.05 (a).

### **8.06 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. Apprentices may be indentured directly to Employers.

### **8.07 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 Union, or manufactured, assembled, or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

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## **CLAUSE 9 UNION REPRESENTATIVES**

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### **9.00 Job Stewards**

**9.01** The Union shall notify the Employer of the appointment of all Job Stewards.

**9.02** Job Stewards shall be recognized on all projects and shall not be discriminated against.

**9.03** The Employer shall provide a Job Steward with sufficient time to carry out his duties.

**9.04** 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 (3) bargaining unit Employees.

## **9.05 Union Representatives**

Union Representatives shall have access to all projects governed by this Agreement, after first notifying the Employer. Employer may enforce a minimum of forty-eight (48) hours prior to visit. In no way such Representative(s) shall interfere with Employees during working hours unless permission is granted.

## **9.06 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.

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# **CLAUSE 10 SAFETY CONDITIONS**

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## **10.01 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.

**10.02** 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 OH&S Regulations may be considered cause for dismissal.

## **10.03 Safety Equipment**

The Employer will supply all safety equipment, including hearing protective devices to the Union member at no cost.

## **10.04 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.

## **10.05 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 Workers' Compensation Board 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.

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**CLAUSE 11**                      **WORKING CONDITIONS**

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**11.01**      **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.

**11.02**      **Equipment Supplied**

See Addendum attached (Equipment Supplied).

**11.03**      **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.

**11.04**      **Lockup**

A lockup shall be provided exclusively for members. The lockup shall have a minimum of fifteen (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 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 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.

**11.05**      **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 upon arrival for validation.

**11.06**      **Tools**

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

**11.07 Toilets**

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

**11.08 Wash Up Facilities**

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

**11.09 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.

**11.10 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.

**11.11 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.

**11.12 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.

**11.13 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.

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**CLAUSE 12 JOINT RECOVERY PROGRAM**

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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 CMAW Enabling form and submit to the Local for consideration.

**13.01** "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 (1) 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.

**13.02** No grievance will be entertained by either party or an arbitrator unless instituted by the aggrieved party within 30 days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within 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.)

**13.03 Procedure**

**Step 1:** The Job Steward or Business Agent shall first discuss the grievance with the Foreperson or Superintendent, and if they agree their decision shall be final. An Employer shall first discuss the grievance with the Business Agent.

**Step 2:** 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.

**Step 3:** 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:

(a) 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.

(b) The party receiving the notice shall within three (3) days appoint a member of the Board and notify the other party of the appointment.

(c) 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.

**Step 4:** (a) 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.

(b) 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.

- (c) 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.

#### **13.04 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 14.01.
- (b) Notwithstanding any/all contrary provisions of Clause 14; the parties may mutually agree that an Associate Chair of the Labour Relations Board of Alberta will have the jurisdiction to resolve any/all matters of dispute which may arise between the parties in regard to the terms of this Agreement.

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### **CLAUSE 14 VALIDITY OF AGREEMENT**

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- 14.01** 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 Union.
- 14.02** The signatories to this Agreement shall be bound by the Industrial Addendum and the Memorandums of Agreement that form part of this Collective Agreement.

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### **CLAUSE 15 FILING OF COPIES**

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- 15.01** A copy of this Agreement is to be deposited with the Labour Relations Board of Alberta.

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### **CLAUSE 16 SAVINGS CLAUSE**

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- 16.01** 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.
- 16.02** 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.

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**SIGNATURES OF PARTIES**

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Dated This 3 day of January, 2024.

Signed on behalf of the Employer:

**EXCEL SCAFFOLD SERVICES LTD.**

"Signature on File"

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Brian Roy, **President**

Signed on behalf of the Union:

**CONSTRUCTION, MAINTENANCE AND  
ALLIED WORKERS CANADA**

"Signature on File"

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Chris Wasilenchuk, **President**

"Signature on File"

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Blair Rawlings, **Secretary Treasurer**



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## EQUIPMENT ADDENDUM

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### 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.
- (i) 10' Steel Tape
  - (ii) 6" Precision Level
  - (iii) Set Dial Indicators
  - (iv) Feeler and Tape Gauge
  - (v) 1" Micrometer
  - (vi) 6"-8" Adjustable Wrench
  - (vii) Full Combo Precision Square
  - (viii) Set ½" Drive Sockets to 1 ¼"
  - (ix) Set Assorted Screwdrivers
  - (x) 6" Precision Scale
  - (xi) 6" Vernier
  - (xii) Scriber
  - (xiii) Centre Punch
  - (xiv) Tool Boxes
- (c) Welder: 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 RATES – ALL EMPLOYEE – INDUSTRIAL**

**SCHEDULE "A1.1"**

**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG  
PROVINCE OF ALBERTA**

**Effective November 01 2023**

Schedule "A1.1" shall apply to all industrial projects which are located inside the Province of Alberta.

<u>Employee Classifications</u>	%	Base Rate	VP/SHP (10%)	Employer Contributions					Total Package
				Benefit Plan	Pension Plan	Admin Fund	Training Fund	Member Assist	
Base Rates		<b>43.54</b>	<b>10%</b>	<b>2.70</b>	<b>3.75</b>	<b>0.19</b>	<b>0.15</b>	<b>0.05</b>	
<b>Journeyman</b>									
General Foreperson (GF)	125%	54.43	5.44	2.70	3.75	0.19	0.15	0.05	66.71
Foreperson (FP)	115%	50.07	5.01	2.70	3.75	0.19	0.15	0.05	61.92
<b>Certified Journey Person (CJP)</b>	<b>100%</b>	<b>43.54</b>	<b>4.35</b>	<b>2.70</b>	<b>3.75</b>	<b>0.19</b>	<b>0.15</b>	<b>0.05</b>	<b>54.73</b>
<b>Apprentice Carpenter</b>									
4th Term (4th)	90%	39.19	3.92	2.70	3.75	0.19	0.15	0.05	49.95
3rd Term (3rd)	80%	34.83	3.48	2.70	3.75	0.19	0.15	0.05	45.15
2nd Term (2nd)	65%	28.30	2.83	2.70	3.75	0.19	0.15	0.05	37.97
1st Term (1st)	55%	23.95	2.40	2.70	3.75	0.19	0.15	0.05	33.19
<b>Non-Ticketed Carpenter</b>	90%	39.19	3.92	2.70	3.75	0.19	0.15	0.05	49.95
<b>Material Handler/Pre-Apprentice (MH/PA)</b>	55%	23.95	2.40	2.70	3.75	0.19	0.15	0.05	33.19

**Field Dues of \$.89 per hour are calculated on hours "Worked"**

**Local Union Check Off - see article 4.10**



**\* Wage Opener October 31, 2024**

Effective November 01, 2023

Schedule "B1.1" shall apply to all industrial projects which are located inside the Province of Alberta.

		Employer Classifications							
		<<<Apprentice Carpenters>>>							
Employer Contributions:		GF/FP	CJP	4th	3rd	2nd	1st	Non-Tick Capr	MH/PA
CMAW Benefit Plan	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70
CMAW Pension Plan	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75
CMAW Administration Fund	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19
CMAW Training Fund	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
<b>* Total Employer Contributions</b>	<b>6.84</b>	<b>6.84</b>	<b>6.84</b>	<b>6.84</b>	<b>6.84</b>	<b>6.84</b>	<b>6.84</b>	<b>6.84</b>	<b>6.84</b>
<b>Employee Contributions:</b>									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.10							
<b>* Total Employee Contributions</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>
	<b>1.5x OT</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>
	<b>2x OT</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>	<b>7.73</b>
<b>Total Hourly Remittance to Other Locals</b>	<b>ST</b>	Refer to Article 4.10							
	<b>1.5x OT</b>	Refer to Article 4.10							
	<b>2x OT</b>	Refer to Article 4.10							

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

