

PROJECT SPECIFIC LABOUR AGREEMENT SITE "C"

BY AND BETWEEN:



**CONSTRUCTION MAINTENANCE
AND ALLIED WORKERS CANADA**

(Hereinafter referred to as the 'Union')

AND:



ALWAYS THERE. ANYWHERE.
Call us now toll free 1-877-999-2826
North America

(Hereinafter referred to as the 'Employer')

April 15, 2024 to April 30, 2027



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 EFAP (Employee & Family Assistance Plan) Enquiries 24/7:

Inkblot: 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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ARTICLE 1.000 OBJECTS

1.100 The objects of this Agreement are to: stabilize the construction industry, provide fair and reasonable working conditions and job security for Employees in the industry, promote harmonious employment relationships between Employers and Employees, provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement, prevent strikes and lockouts, enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented, and promote good public relations.

ARTICLE 2.000 EFFECTIVE DATE AND DURATION

2.001 The Parties agree that the provisions of this Article 2 shall apply and take precedence over any other provisions to the contrary contained elsewhere in this Agreement.

2.002 This Agreement shall be for the period from and including April 15, 2024, to and including April 30th 2027, and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of such Agreement, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to such Agreement to commence collective bargaining.

2.003 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement or a new collective Agreement.

2.004 The Parties agree that this Agreement shall apply to the Site "C" Camp and not to any other work performed on or for the Project. In submitting any pricing for its performance of the Site C Camp, whether to parties with whom the Employer is collaborating for purposes of the Site C Camp or to BC Hydro or otherwise, the Employer may rely on the terms of this Agreement including the hourly wage rates and other information referenced in or attached to this Agreement.

2.005 The Parties acknowledge and agree that this Agreement shall only apply to the employees of the Employer who are members of the Union and who are hired as employees of the Employer to perform labour and other operations in relation to the Site C Camp in exchange for wages paid on an hourly basis for which a corresponding hourly wage rate is established by and set forth in this Agreement (such employee members are referred to in this Agreement individually as an "Employee" and collectively as the "Employees").

- 2.006** The Union agrees that no bargaining relationship is or will be deemed to be formed under or in relation to this Agreement with (i) BC Hydro, (ii) any party or contractor that engages the Employer to perform or to supply personnel for performance of the Site C Camp or any other work on the Project or elsewhere, or (iii) any of their respective successors or affiliated companies.
- 2.007** Both parties acknowledge and agree that there shall be no strikes, work stoppages, work slowdowns, lockouts, or other disruptive activities engaged in by the Union, Employer or by the Employees in respect of the Site C Camp or the Project. In the event any such disruptive activity occurs; the Union will undertake to act immediately and instruct its Employee members to cease the disruptive activity. For purposes of this Agreement, both Parties acknowledge and agree that a suspension, termination or stoppage of any part of the work by BC Hydro or any governmental authority shall not constitute a work stoppage or disruptive activity by the Union or by the Employees.
- 2.008** The Parties acknowledge and agree that the Project is an “open site” and that non-union personnel, subcontractors, suppliers, BC Hydro personnel and members of other unions, including employees of the Employer who are not members of the Union, are allowed to work and will be working on the site, including in the performance of the Works. It is a violation of this Agreement for any Party, or its employees or representatives, to harm or impede harmonious relations on the site or otherwise in respect of the Project.
- 2.009** All employees of the Employer, including Employees to which this Agreement applies, must comply with all health and safety rules and procedures, drug and alcohol testing, site access and security requirements, environmental policies and restrictions, and other rules or codes of conduct applicable to personnel located on or adjacent to the Project site, including those established or mandated by BC Hydro or the Employer.
- 2.010** The Union acknowledges and agrees that employees of the Employer, including Employees to which this Agreement applies, must not engage in any form of violence, harassment, intimidation, bullying or any other disparaging conduct directed at or in relation to any other employee or personnel at the site of the Project.
- 2.011** Any Employee acting in violation of, or not in conformance with, this Article 2 may be subject to immediate removal from the Project site by BC Hydro, or by the Employer.
- 2.012** Both parties nor any person acting on its behalf will initiate, pursue or endorse any activity for the purpose of recruitment or representation of employees, contractors or consultants represented by other unions, including changes in representation or raids, whether in connection with the Works or otherwise in

respect of the Project, to the extent doing so is not allowed by BC Hydro.

ARTICLE 3.000 **EXTENT**

3.100 **Work Jurisdiction**

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined in Schedule "A" by Voluntary Recognition.

3.101 This Agreement shall govern the construction of the Site "C" camp and related facilities. The Employer has voluntarily recognized the Construction Maintenance and Allied Workers Union as the exclusive bargaining agent for the above named project. It is also further agreed and understood that this Agreement is a "stand alone" Agreement and is separated from any other Certifications, Agreements that exist between ATCO Structures & Logistics and the Construction Maintenance and Allied Workers Union (CMAW).

3.102 All work performed which requires the tools, skills or ability of a tradesperson shall be performed by a member of the Union. Notwithstanding the foregoing, one (1) representative of a general contractor who is not a member of the Union shall be allowed to work and/or provide direction on a project.

3.200 **Subcontracting**

3.201 The Employer signatory to this Agreement shall not subcontract any work which has not been otherwise agreed to by the terms of this Agreement, except to an Employer who is signatory to either this Agreement or to another Agreement with the Union. Notwithstanding the foregoing, the Union and the Employer have agreed that the Employer will subcontract the electrical and mechanical portions of the work without restriction.

The Employer and the Union further agree that work that has been subcontracted to Bird Construction is not applicable to this Agreement.

ARTICLE 4.000 **MONETARY PACKAGE**

4.100 **Allocation of Monetary Package**

The Union retains the right subject to reasonable notice to reallocate wages to the Pension, Health and Welfare, Training and Administration Funds. The Union will supply a letter on CMAW letterhead providing the request to do so.

4.200 **Minimum Straight Time Hourly Rates**

4.201 The schedule of minimum straight time hourly wage rates as provided for within

Schedule A shall apply to all work performed in accordance with this Agreement.

4.202 Nothing in this Agreement precludes an Employer from paying above the minimum straight time hourly wage rates as provided.

4.300 Helicopter Premium

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

4.302 The words, "to work directly with a helicopter" contained in Article 4.301 shall be deemed to apply only to an Employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his station of work. Nothing in Article 4.301 shall be construed or interpreted in such manner as will entitle an Employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.

4.303 Article 4.301 shall not apply to an Employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. Notwithstanding the foregoing, such an Employee shall receive a premium of one (1) additional hour per shift at his otherwise applicable minimum straight time hourly wage rate.

4.400 Employee Classifications

4.401 Foremen

(a) A Foreman shall be defined as an Employee who issues orders or gives direction to other Employees. All direction given to an Employee(s) shall be provided by the Foreman to whom such Employee(s) is regularly assigned.

(b) The minimum straight time hourly wage rate for a Foreman shall be one hundred and fifteen percent (115%) of the applicable Journeyman. The rate for a General Foreman shall be one-hundred and twenty-five percent (125%) of the minimum straight time hourly wage rate on the project. In addition to such rate, a Foreman or General Foreman shall also be paid all other premiums (i.e. holiday pay, overtime, etc.) which otherwise apply in accordance with this Agreement.

4.402 Apprentices

(a) All references to Apprentices shall be governed by the Regulations and of the Apprenticeship Act excepting wage rates as they affect the respective trade.

(b) Apprentices shall be paid a percentage of the base Journeyman rate as follows:

<i>Four Year Schedule</i>		<i>Three Year Schedule</i>		<i>Two Year Schedule</i>	
First Year	- 60%	First Year	- 70%	First Year	- 80%
Second Year	- 70%	Second Year	- 80%	Second Year	- 90%
Third Year	- 80%	Third Year	- 90%		
Fourth Year	- 90%				

(c) All apprentices employed under the terms of this Agreement shall be members in good standing of the Union.

(d) The maximum ratio of apprentices to journeymen on the job will be two apprentices to one journeyman, unless otherwise required by government legislation. This ratio may be amended by mutual agreement in the Pre-Job Conference or through some other written agreement.

(e) All apprentices shall work with the tools of the trade and shall be under the supervision of a journeyman.

(f) The Employer shall give preference of re-employment to an apprentice following an assigned session of vocational school if work is available.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

Annual vacation pay shall be six percent (6%) of gross earnings and statutory holiday pay shall be six percent (6%) of gross earnings. Annual vacation pay and statutory holiday pay shall be combined at the rate of twelve percent (12%) of gross earnings, and shall be paid to each Employee on each pay cheque and upon termination of employment.

4.502 Annual Vacation

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

4.503 Statutory Holidays

(a) The following statutory holidays shall apply to all work governed by this

Agreement.

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding Labour Day, Labour Day, National Day for Truth & Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at double (2) times the otherwise applicable straight time hourly wage rate.

4.600 Employer Contributions

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

4.601 Union Benefit Plan

- (a) The Employer shall contribute the required amount(s) to the Union Benefit Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedule A hereto.
- (b) The non-bargaining unit employees of the Employer are invited to participate in the Union Benefit Plan. Contact the Union for further details.

4.602 Union Pension Plan

- (a) The Employer shall contribute the required amount(s) to the Union Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedule A attached hereto.
- (b) The required Employer contribution to the Union Pension Plan on behalf of Apprentices shall be the applicable percentage of the required Employer contribution for Journeypersons in accordance with Article 4.302(b).
- (c) The Employer will cease Pension Contribution for any Employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

4.603 Union Administration and Training Funds

The Employer shall contribute the required amount(s) to each of the Union Administration and Training Funds in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedule A attached hereto.

4.604 CMAW Apprenticeship and Training Fund

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

4.700 Employee Deductions

4.701 Field Dues

The Employer shall deduct such hourly amount for Field Dues as directed by the Union, and shall forward such deductions to the Union in the manner set forth in Article 5.000. Field Dues shall be deducted from every Employee who has authorized such deduction.

4.702 Local Union Check-Off

The Employer shall deduct such hourly amount for Local Union Check-Off as directed by a Local, and shall forward such deductions to the Local on a monthly basis. Local Union Check-Off shall be deducted from every Employee working on a project located within the Local's geographical jurisdiction who has authorized such deduction. Notwithstanding the foregoing, a Local retains the right to not require the deduction of Local Union Check-Off.

4.800 Payment of Wages

4.801 The Employer shall, at least every second Friday, pay to each Employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the Employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.

4.802 The Employer shall pay all monies (eg. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an Employee at the time of termination of employment. Alternatively, the Employer shall mail a cheque to the Employee in payment of such monies not later than three working days.

4.803 The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) Employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings.

4.804 Where an Employee is not paid in accordance with Articles 4.801 and 4.802, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.

4.900 Payroll Failures

Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

ARTICLE 5.000 MONTHLY REMITTANCES

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

5.100 General Provisions

5.101 The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees working under the terms of this Agreement. Refer to Schedule A attached hereto.

5.102 Such Employer remittance shall:

- (a)** be made by a single payment, payable to Carpentry Workers' Fund, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
- (b)** be accompanied by a correctly completed Monthly Report to the Administrator, and
- (c)** be received by the Carpentry Workers' Fund not later than the fifteenth (15th) day of the month following that for which such payments are payable.

5.200 "Nil" Reports

The Employer shall submit a "Nil" report if such Employer had employed no Employees during the period for which payments would otherwise have been payable. Notwithstanding the foregoing, the Employer shall not be required to submit a "Nil" report for a period in which no Employees had been employed, if the Union has been notified, in writing, that such Employer is no longer in business.

5.300 Delinquent Remittance

5.301 In the event the Employer fails to remit Employer contributions and Employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

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

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports.

ARTICLE 6.000 HOURS OF WORK AND OVERTIME

6.100 Regular Hours

6.101 Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.

6.102 The regular work week shall be between 8:00 am Monday and 4:30 pm Friday, and the regular work day shall be as per the following schedule:

Straight Time:	8:00 am to 12:00 noon	4.0 hours
Meal:	12:00 noon to 12:30 pm	0.0 hours
	12:30 pm to 4:30 pm	4.0 hours
	Total Straight Time Hours:	8.0 hours

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

- (a) The starting and stopping time on a project may be varied by the maximum of one (1) hour earlier or later than the normal 8:00 am start at the Employer's discretion. The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b) The starting time of the Employees shall be from the designated lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

6.104 Notice of Termination

The Employer shall provide an Employee with one (1) hours' notice of termination, or one hours pay in lieu thereof. The Employee shall use such notice to gather his personal tools and prepare such tools for the next project.

Employees subject to layoff shall so be informed while on the job site where possible. In extenuating circumstances, Employees may be laid off by phone call, or email or any other alternative method of communication. In these extenuating circumstances, the Business Manager shall be given notice of the layoff.

In the scenario where an Employee is laid off while on scheduled turnaround, it will be the responsibility of the Employer to send their personal tools via courier service the next business day and provide the tracking number to the Employee and/or Union business agent. It will be the responsibility of the Employee to ensure they have their personal tools gathered in their toolbox/bag, clearly labeled with their name and placed in tool lock up before they depart on turnaround. The job steward and a member of site supervision will gather these clearly marked bags(s) and bring them to the site office for shipping via courier. The Employee's tools will be shipped and held for pickup at the courier's depot which is closest to the Employees address on file.

If the Employer does not ship the Employee's tools the next business day following layoff, it is the responsibility of the Employer to pay the Employee a tool replacement lump sum of \$350. In the event that tools are not shipped back with one business day, the Parties agree to discuss the reason for the delay and come up with a plan for resolution. The Employer will not be held responsible to ship or reimburse for tools that are not properly bagged/boxed, stored in the tool lockup and clearly labeled with the Employee's name.

Please see Appendix A for list of tools that are covered for reimbursement.

6.200 Overtime Hours

All hours of overtime shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. Unless work is performed on statutory holidays.

All hours worked on statutory holidays shall be at double time (2).

6.300 Compressed Work Week

A compressed work week may be established by the Employer with the mutual agreement of the Union. Alternatively, the Employer may establish a compressed work week without the mutual agreement of the Union if requested to do so by the project client. The Employer shall notify the Union, in writing, upon receiving such a request. The terms and conditions of such compressed work week shall supersede any/all contrary provisions of this Agreement.

6.301 Hours of Work

- (a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Notwithstanding Articles 6.301 (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

6.302 Statutory Holidays

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

6.400 Scheduling of Shifts

- (a) The Employer may schedule an afternoon and/or night shift if/as required. It

shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.

- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift.

6.401 Shift Cycles

- (a) Shift Cycle 1 – 4 days of 10 hours, followed by 3 days off

Day	1	2	3	4	5	6	7
Straight Time	10	10	10	10	0	0	0
Overtime	0	0	0	0	0	0	0

- (b) Shift Cycle 2 – 5 days of 10 hours, followed by 2 days off

Day	1	2	3	4	5	6	7
Straight Time	10	10	10	10	0	0	0
Overtime	0	0	0	0	10	0	0

- (c) Shift Cycle 3 – 10 days of 10 hours, followed by 4 days off

Day	1	2	3	4	5	6	7
Straight Time	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Overtime	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Day	8	9	10	11	12	13	14
Straight Time	6.5	6.5	6.5	0	0	0	0
Overtime	3.5	3.5	3.5	0	0	0	0

- (d) Shift Cycle 4 – 14 days of 10 hours, followed by 7 days off

Day	1	2	3	4	5	6	7
Straight Time	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Overtime	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Day	8	9	10	11	12	13	14
Straight Time	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Overtime	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Day	15	16	17	18	19	20	21
Straight Time	0	0	0	0	0	0	0
Overtime	0	0	0	0	0	0	0

- (e) Shift Cycle 5 – 20 days of 10 hours, followed by 8 days off

Day	1	2	3	4	5	6	7
Straight Time	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Overtime	3.5	3.5	3.5	3.5	3.5	3.5	3.5

Day	8	9	10	11	12	13	14
Straight Time	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Overtime	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Day	15	16	17	18	19	20	21
Straight Time	6.5	6.5	6.5	6.5	6.5	6.5	6.5
Overtime	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Day	22	23	24	25	26	27	28
Straight Time	0	0	0	0	0	0	0
Overtime	0	0	0	0	0	0	0

Scheduled breaks will include a Sunday whenever possible.

6.402 Shift Premiums

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: Four dollars (\$4.00) 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 considered to be hours worked.

Night Shift: Four dollars (\$4.00) 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 considered to be hours worked.

6.500 Call-Out Time

6.501 An Employee who arrives for work, but work does not begin will receive a minimum of two (2) hours pay at his prevailing hourly rate. An Employee who starts work but is prevented from completing his normal work day will receive a minimum of four (4) hours pay at his prevailing hourly rate. If an employee works more than four (4) hours he will receive time worked.

6.502 Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which Employees shall be required to work inside and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

6.600 Rest Breaks

6.601 Two (2) rest breaks of fifteen (15) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest break of fifteen (15) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.

6.602 Notwithstanding Article 6.601, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the Employees have been so advised prior to the completion of the previous days' shift.

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

6.700 Meal Breaks

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

One (1) meal break of one-half (½) hour shall be provided on all regularly scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

6.702 Shifts in Excess of Ten (10) Hours

When Employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a hot meal at no cost to the Employees, for those involved. One-half (1/2)

hour at the straight time rate of pay shall be allowed for the consumption of the meal. Should an Employee be requested to continue work, then an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

On projects when it is impractical for the contractor to provide a hot meal, the Employee shall receive a paid fifteen (15) minute break at the applicable rate of pay and the Employer shall pay a meal allowance of thirty (30) dollars in lieu of the meal and time spent to consume the meal.

ARTICLE 7.000 TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS

Notwithstanding any provision of Article 7, the Employer and the Union may mutually agree in writing to alter the terms regarding daily travel, LOA, and meal allowances. These changes will form part of the pre-job conference.

7.100 Daily Travel Premium

7.101 Local Resident Employees

A bona fide local resident will be defined to mean any person residing within a 100 kilometer distance and has resided within such distance of the site for a period of not less than thirty (30) days prior to the commencement of the project.

If an Employee resides more than seventy (70) kilometres from the project and such Employee would otherwise be required to travel daily between the project and his residence between November 1st through April 30th annually, such Employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project. Notwithstanding the foregoing, a temporary out-of-town project designation may apply only during the period November 1st through April 30th . (a) The Employer shall consider each such request on its individual merits, and shall advise the Employee whether or not their request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the Employee due to inclement winter road conditions. (b) If the project is designated as a temporary out-of-town project, the Employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.401, and shall no longer travel daily between the project and his residence.

(a) A Local Resident Employee shall travel daily between his 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 from the centre of the incorporated city, town, village, or district in or nearest to which such Employee is residing,

to the project. If a Local Resident Employee chooses to utilize camp facilities, then that Employee does not receive any daily travel allowance.

0 km - 25 km:	no premium
Over 25 km:	seventy cents (\$0.70) per km

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

7.102 Out-of-Town Projects

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

- (a) No daily travel allowance and/or daily travel time shall be payable to an Employee who selects Option #1 in accordance with Article 7.301.
- (b) A daily travel allowance shall be payable to an Employee who selects Option #2 in accordance with Article 7.301. Refer to Article 7.301, Option #2.
- (c) Where Employer supplied transportation is provided, such transportation shall conform with, and operate in compliance with, all applicable provincial government regulations and standards, including but not limited to the *Occupational Health and Safety Act*.

7.200 Initial and Terminal Travel

- 7.201** The Employer shall pay an initial and terminal travel allowance of seventy cents (\$0.70) 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 from the Employee's "nearest incorporated settlement" 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 Article 7.202 for further clarification and exceptions.

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

(a) Air Travel

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

(b) 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 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.

7.300 Room and Board

The intention of the Employer and the Union is that all employees employed by ATCO Structures & Logistics will be residing in the camp and that living out allowance (LOA) will not be paid. In the event the camp is unavailable the following provisions will apply:

This Article does not apply to Local Resident Employees.

7.301 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 his selection upon request. The Employer shall likewise provide a copy of the Employee's written notice of selection to the Union upon request. Both options shall be payable on the basis of seven (7) days per week.

Option #1:

Living Out Allowance (LOA)	\$200 per day
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Option #2:

Single Room and meal allowance	\$90.00 per day
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No daily travel time shall be paid to an Employee who selects Option #2, however the following terms and conditions shall be applicable.

- (i) If the Employer provided room is forty (40) road kilometres or less from the project, no daily travel allowance shall be paid.
- (ii) If the Employer provided room is more than forty (40) road kilometres from the project, a daily travel allowance of seventy cents (\$0.70) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary. Such allowance shall be subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.
- (iii) If the Employee(s) requested to use air travel to the project in accordance with Article 7.202 (b), Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis.

- (iv) If the Employee(s) did not request to use air travel to the project in accordance with Article 7.202 (b), no Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis, and the Employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
- (v) Notwithstanding any/all contrary provisions of this Agreement, any Employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

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

- (a) The Employer shall consider each such request on its individual merits, and shall advise the Employee whether or not his request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the Employee due to inclement winter road conditions.
- (b) If the project is designated as a temporary out-of-town project, the Employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.301, and shall no longer travel daily between the project and his residence.

7.400 Pre-Tender and Pre-Job Conferences

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

7.500 Turnaround Pay

7.501

- (a) Employee's who are not deemed to be local to the project shall receive a travel premium paid in accordance with the maximum allowable tax- free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

- (b) Such premium shall be payable each way, for each turnaround and the distance travelled shall be calculated from the centre of the incorporated city, town, village, or district in or nearest to which such Employee is residing, to the project.

7.502 There shall be no cash payment in lieu of turnaround pay, unless otherwise mutually agreed between the Union and the Employer.

7.600 Camp Projects

7.601 Accommodations

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

7.602 Weekend Checkout

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

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

7.700 Marshalling Points

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

7.702 Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of return to that point on conclusion of work, excluding the meal period where

applicable, shall be paid at the applicable straight time or overtime hourly wage rate.

ARTICLE 8.000 HIRING AND MOBILITY OF WORKFORCE

8.100 Name Request Employees and Local Dispatch Employees

8.101 The Employer may name request any/all members of the Local on a two (2) board hire(s) to one (1) name request(s) ratio and employ such members on the project.

8.102 Thereafter, the Local shall have the right to dispatch all Employees required by the Employer on the project, providing such Employees are members of the Local.

8.103 Notwithstanding Article 8.100, if the Local is unable to dispatch Employees within forty-eight (48) hours of the Local's receipt of the Employer's dispatch request, the Employer may proceed as follows, but only to the extent that doing so is necessary to fulfill the Employer's dispatch request.

(a) Transfer to the project any/all remaining Employees currently on the Employer's payroll, regardless of the CMAW Local of such Employees, and/or request the Local to dispatch any/all required Employees from another Local which is an affiliate member in good standing of the Union. When making such a request, the Employer shall retain the right to choose the order in which such other Local(s) are contacted. The intent of the parties is to minimize the cost to the Employer for initial and terminal travel.

8.300 Differentiation of Employee Classifications

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

8.400 Reduction in Project Crew

The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.

8.500 Rehiring of Injured Employees

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

ARTICLE 9.000 JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

9.101 For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- (a) The Union has the right to select or appoint stewards to assist the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. The Union shall notify the Employer of the appointment of all Job Stewards.
- (b) Job Stewards shall be recognized on all projects and shall not be discriminated against for acting as a duly appointed representative of the Union. The Employer shall provide a Job Steward with sufficient time to carry out his duties.
- (c) Stewards will receive the hourly premium as set out in Schedule "A". The Union will advise the Employer in writing the name(s) of the steward(s).
- (d) In the event of lay-off the Job Steward shall be given preference of continued employment unless otherwise agreed between the parties hereto.
- (e) The Union shall have a steward appointed on site at all times.

9.102 The Union acknowledges that stewards have regular duties to perform as employees of the Employer. Stewards will be given time during the work day to perform their union duties.

The Employer will pay stewards at their regular hourly rate for time spent attending such duties during their working hours.

9.200 Union Representatives

9.201 Duly appointed representatives of the Union are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

9.202 Representatives of the Union will have access to visit job sites during normal working hours subject to the following:

- (a) the Union representative will identify himself to the job supervisor upon arriving at a job site;

(b) the Union representative will not interfere with the progress of work.

(c) Union Representatives shall have access to all projects governed by the Agreement, after first notifying the Employer.

9.300 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.

ARTICLE 10.000 HEALTH AND SAFETY

10.100 Safety Equipment

10.101 The Employer shall supply to Employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (i.e. safety hats and rubber clothing). Only safety belts with leg and shoulder straps are to be used.

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

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

10.200 Accident Prevention Regulations

10.201 The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Occupational Health and Safety Act* and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No Employee shall be discharged because such Employee fails to work under unsafe conditions as set out in the regulations.

10.202 Any refusal by an Employee to abide by known *Occupational Health and Safety Act* regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for dismissal.

10.203 Any Employee may refuse to work where, in the opinion of such Employee,

adequate safety precautions have not been provided.

10.300 Project Inspections

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

10.400 Injured or Sick Employees

10.401 The Employer shall cover all transportation costs not otherwise covered by the WCB for any Employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either his point of dispatch or back to the project. The foregoing shall also apply for any Employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WCB, if the first aid attendant or a doctor recommends off-site treatment or a return to the Employee's point of hire.

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

10.403 Refer also to Article 8.500 and Article 11.502.

10.500 Drug and Alcohol Testing

The parties agree that a Drug and Alcohol Policy will be in effect, the content to be determined if/when the project has been awarded.

ARTICLE 11.000 WORKING CONDITIONS

11.100 Harassment

The Union and the Employer recognize the right of Employees to work in an environment free from harassment.

11.200 Project Facilities

11.201 Toilets

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fibreglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every fifteen (15) building

tradespersons on a project.

11.202 Drinking Water

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

11.203 Telephone Access

A telephone(s) shall be made available to all Employees at all times for incoming or outgoing emergency purposes, and incoming messages shall be relayed immediately.

11.204 Clean Up Facilities

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

11.300 Lockup

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

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

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

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

11.400 Vehicles

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

11.500 Tools, Equipment and Protective Clothing

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

11.502 The cost of transporting an Employee's tools shall be paid for by the Employer. Notwithstanding the foregoing, although Employees will normally take their tools with them, when the Employer makes other arrangements for transporting an

Employee's tools such Employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick Employee to the Employee's point of dispatch.

11.503 If the following tools or equipment - ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.

11.504 When the Employer takes Employees' saws to be filed in a shop, every effort shall be made to take them to a Union shop. In the event that saw(s) are lost, the Employer shall replace these with new saw(s) of equal quality.

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

11.600 Insurance

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

11.601 Upon request, the Employer will provide an employee a T2200 for a "tradespersons tool tax deduction".

ARTICLE 12.000 GRIEVANCE PROCEDURE & DISCIPLINARY ACTION

12.001 Preamble

It is mutually desired and intended by the Union and the Employer that any dispute or complaint arising out of the interpretation of this agreement will be communicated by the Employee to his supervisor in order to provide an opportunity for discussion and timely resolution, prior to the issue becoming a grievance. If an Employee is not satisfied with the resolution offered by his immediate supervisor, they may then initiate a grievance

12.002 "Grievance" means any difference by the persons bound by this Agreement regarding the interpretation, application, operation, or any alleged violation of the Agreement, including discharge for cause alleged to be unjust by the Union; "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.

- 12.003** No grievance will be entertained by either party or an arbitrator unless instituted by the aggrieved party within thirty (30) working days of its occurrence, unless a grievance arises out of an alleged unjust discharge, in which case it must be instituted within thirty (30) working days of its occurrence. An occurrence shall be each day an alleged violation continues. (Grievances that pertain to wage/monetary claims must be filed within six (6) months from the date of occurrence).
- 12.004** The job steward or business agent shall first discuss the grievance with the foreman or superintendent and, if mutually agreed, his decision shall be final. An Employer shall first discuss the grievance with the business agent.
- 12.005** Failing settlement within ten (10) calendar days of a grievance, the particulars thereof, shall be set out in writing by either party and shall be delivered to the other party. They shall confer upon the matter forthwith and if they agree, their decision shall be final.
- 12.006** If the grievance is not settled pursuant to the above paragraphs within ten (10) calendar 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 to the Board notify the other party of its appointment in writing and supply the particulars of the grievance in dispute.
 - (b)** The party receiving the notice shall appoint a member of the Board within five (5) calendar days and notify the other party of the appointment.
 - (c)** The two (2) arbitrators so appointed, shall confer to select a third person to act as chairperson. The chairperson shall be selected within five (5) calendar days of the appointment of the two arbitrators being appointed and will be one of the persons named in this agreement or as may be mutually agreed.
 - (d)** The Arbitration Board shall hear the parties, establish whether the grievance is properly before them, determine if the matter is arbitrable, settle the terms of question to be arbitrated 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.
 - (e)** 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.

12.007 Alternative Methods of Resolution

Notwithstanding any/all contrary provisions of Article 12, 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), in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance.

12.008 Union Representative

It is understood that in all discussions concerning grievances, any Union representative may accompany the Union member in his meeting and the Union representative may call upon members of the Union or any other employee to accompany him in his meetings with the Employer's representatives.

12.009 Disciplinary Action

An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

- (a) the refusal by an employee to abide by Safety Regulations;
- (b) the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- (c) the refusal by the employee to abide by the requirements of the Employer's clients;
- (d) the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.
- (e) the refusal to abide by the CMAW Constitution and Bylaws.

ARTICLE 13.000 MANAGEMENT RIGHTS

The Employer has the right to operate and manage its business in all respects subject only to the limitations expressly stated within this Agreement and the laws of the land.

ARTICLE 14.000 SAVINGS CLAUSE

14.100 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.

14.200 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.

14.300 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 12.000.

ARTICLE 15.000 LEGALITIES

15.100 A copy of this Agreement shall be filed with the British Columbia Labour Relations Board.

ARTICLE 16.000 GENDER CLAUSE

16.100 Where the masculine gender is used in this Agreement it will be considered to include the feminine gender.

SIGNATURE OF PARTIES

Signed this 4 day of June, 2024.

Signed on behalf of the Employer:

Signed on behalf of the Union:

ATCO STRUCTURES & LOGISTICS LTD.

CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS CANADA

Signature on file

Signature on file

Kyle Miles, **Senior Advisor, Labour Relations**

Chris Wasilenchuk, **President**

Signature on file

Signature on file

Benoit Gagne, **Senior Vice President, Structures Canada**

Blair Rawlings, **Secretary Treasurer**

WAGE SCHEDULES

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

Effective May 1, 2024

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions					Total Package
				Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	
Base Rates		44.07	12%	2.60	4.14	0.30	0.25	0.02	
Journey person									
General Foreman (GF)	125%	55.09	6.61	2.60	4.14	0.30	0.25	0.02	69.01
Foreman (FM)	115%	50.68	6.08	2.60	4.14	0.30	0.25	0.02	64.07
Certified Journey Person (CJP)	100%	44.07	5.29	2.60	4.14	0.30	0.25	0.02	56.67
Apprentice Carpenter									
4th Term (4th)	90%	39.66	4.76	2.60	3.73	0.30	0.25	0.02	51.32
3rd Term (3rd)	80%	35.26	4.23	2.60	3.31	0.30	0.25	0.02	45.97
2nd Term (2nd)	70%	30.85	3.70	2.60	2.90	0.30	0.25	0.02	40.62
1st Term (1st)	60%	26.44	3.17	2.60	2.48	0.30	0.25	0.02	35.26
Helper									
up to 500 hours	55%	24.24	2.91	2.60	2.28	0.30	0.25	0.02	32.60
500 - 1000 hours	60%	26.44	3.17	2.60	2.48	0.30	0.25	0.02	35.26
1000 to 1500 hours	65%	28.65	3.44	2.60	2.69	0.30	0.25	0.02	37.95
Utility Person	75%	33.05	3.97	2.60	3.11	0.30	0.25	0.02	43.30
Skilled Helper	80%	35.26	4.23	2.60	4.14	0.30	0.25	0.02	46.80

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

Hourly Dues	\$0.89
Local Union Check Off	\$0.25

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

Effective May 1, 2025

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions					Total Package
				Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	
Base Rates		45.14	12%	2.75	4.19	0.30	0.30	0.02	
Journey person									
General Foreman (GF)	125%	56.43	6.77	2.75	4.19	0.30	0.30	0.02	70.76
Foreman (FM)	115%	51.91	6.23	2.75	4.19	0.30	0.30	0.02	65.70
Certified Journey Person (CJP)	100%	45.14	5.42	2.75	4.19	0.30	0.30	0.02	58.12
Apprentice Carpenter									
4th Term (4th)	90%	40.63	4.88	2.75	3.77	0.30	0.30	0.02	52.65
3rd Term (3rd)	80%	36.11	4.33	2.75	3.35	0.30	0.30	0.02	47.16
2nd Term (2nd)	70%	31.60	3.79	2.75	2.93	0.30	0.30	0.02	41.69
1st Term (1st)	60%	27.08	3.25	2.75	2.51	0.30	0.30	0.02	36.21
Helper									
up to 500 hours	55%	24.83	2.98	2.75	2.30	0.30	0.30	0.02	33.48
500 - 1000 hours	60%	27.08	3.25	2.75	2.51	0.30	0.30	0.02	36.21
1000 to 1500 hours	65%	29.34	3.52	2.75	2.72	0.30	0.30	0.02	38.95
Utility Person	75%	33.86	4.06	2.75	3.14	0.30	0.30	0.02	44.43
Skilled Helper	80%	36.11	4.33	2.75	4.19	0.30	0.30	0.02	48.00

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

Hourly Dues	\$0.89
Local Union Check Off	\$0.25

SCHEDULE "A1.3" MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG

Effective May 1, 2026

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions					Total Package
				Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	
Base Rates		46.29	12%	2.90	4.24	0.30	0.30	0.02	
Journeyman									
General Foreman (GF)	125%	57.86	6.94	2.90	4.24	0.30	0.30	0.02	72.56
Foreman (FM)	115%	53.23	6.39	2.90	4.24	0.30	0.30	0.02	67.38
Certified Journey Person (CJP)	100%	46.29	5.55	2.90	4.24	0.30	0.30	0.02	59.60
Apprentice Carpenter									
4th Term (4th)	90%	41.66	5.00	2.90	3.82	0.30	0.30	0.02	54.00
3rd Term (3rd)	80%	37.03	4.44	2.90	3.39	0.30	0.30	0.02	48.38
2nd Term (2nd)	70%	32.40	3.89	2.90	2.97	0.30	0.30	0.02	42.78
1st Term (1st)	60%	27.77	3.33	2.90	2.54	0.30	0.30	0.02	37.16
Helper									
up to 500 hours	55%	25.46	3.06	2.90	2.33	0.30	0.30	0.02	34.37
500 - 1000 hours	60%	27.77	3.33	2.90	2.54	0.30	0.30	0.02	37.16
1000 to 1500 hours	65%	30.09	3.61	2.90	2.76	0.30	0.30	0.02	39.98
Utility Person	75%	34.72	4.17	2.90	3.18	0.30	0.30	0.02	45.59
Skilled Helper	80%	37.03	4.44	2.90	4.24	0.30	0.30	0.02	49.23

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

Hourly Dues	\$0.89
Local Union Check Off	\$0.25

PREMIUMS

Schedule A Notes

a) **Premiums:**

Lead Hand 105% of Journeyman base rate

Foreman: 115% of Journeyman Rate

General Foreman: 125% of Journeyman Rate

Shift Premium (Article 6.402) \$4.00 /hour

Job Steward \$1.50 /hour

Welders:

Welders will be entitled to be paid the applicable premium for the full day/shift if any portion of the day was spent welding. Welders shall be compensated \$1.00 per hour or above the applicable Journeyman rate.

First Aid Ticket with CPR \$0.50 /hour

Leadership for Safety Excellence \$0.50 /hour

Construction Safety Officer (ACSA) \$1.25 /hour

Swing Stage and Bosun Chair \$0.50 /hour

Such increase shall be paid for actual hours worked on a swing stage and/or bosun chair each day, or four (4) hours, whichever is greater.

Scaffold Erection/Dismantling \$0.50 /hour

Such increase shall be paid for actual hours worked each day erecting or dismantling scaffolding above the height of seventy (70) feet (as measured from the base plate), or four (4) hours, whichever is greater.

Glove Allowance \$0.50 /hour

By mutual agreement, a \$0.50 glove allowance can be implemented at any time.

b) **Living out Allowance (LOA):**

The employer shall ensure that the employee receives payment for the living out allowance for incurred expenses within seven (7) calendar days of the employee's first shift on the project. Subsequent living out allowance payments shall be made on the first day of the start of each shift. Notwithstanding the foregoing, the employer and the union may mutually agree to vary this requirement.

- c) The wage rates and other provisions set out in the Schedules may be amended by mutual agreement between the Employer and the Union.
- d) The Employer and the Union may agree to reasonable partial subsistence allowances where the Employee elects to commute to his place of residence or supplies his own living accommodation.
- e) Rig Rate and Self-Employed Subcontractor (Direct Service Provider) Provisions: The provisions of Article 6 do not apply to Employees paid the “Welder with rig” rate. The rate specified includes vacation and statutory holiday pay, CPP, EI and WCB.

All subcontractors where applicable are required to remit to the Union, such dues and contractual fees as prescribed by the Union.

The Employer agrees to deduct such dues and remittances from the Subcontractors’ invoices and remit them to the Union on their behalf as per Article 4.

- f) Employees asked by the Employer to be on-call will receive a premium of \$100.00 per rotation.
- g) There shall be **“no pyramiding of premiums”**.

Example: this is the correct calculation:

	Regular Time	Time and a Half
Hourly wage rate:	\$ 38.60/hour	\$ 57.90/hour
12% Holiday and Vacation pay:	\$ 4.63/hour	\$ 6.95/hour
Subtotal:	\$ 43.23/hour	\$ 64.85/hour
 Night Shift Premium:	 \$ 6.00/hour	 \$ 6.00/hour
Welder Premium:	\$ 1.00/hour	\$ 1.00/hour
Total:	\$ 50.23/hour	\$ 71.85/hour

- h) Health, welfare and pension contributions shall be paid on “hours earned” at the Site “C” project.
- i) On projects that are more than 100 kilometers away from the employees home residence, if LOA is applicable, it shall be paid according to the following formula:

7 day schedule 8 days LOA
 14 days schedule 15 days LOA
 20 days schedule 21 days LOA

APPENDIX A (TOOL LIST)

- Tool belt (w/ two separate pouches min.)
- 25' tape
- Rip claw hammer (19 oz min)
- Self-retracting utility knife
- Speed square
- Carpenter pencil
- Chalk line reel
- 9" side cutting Lineman's pliers
- 4 in 1/combo combination screwdriver
- 3 pc nail set/center punch set
- Nail claw (cat's paw)
- Torpedo level
- Flat bar (trim sized)