CARPENTERS STANDARD COMMERCIAL/INSTITUTIONAL AGREEMENT

BY AND BETWEEN:

CONSTRUCTION MAINTENANCE AND ALLIED WORKERS CANADA

(Hereinafter referred to as the 'Union')

AND:

1496188 BC LTD.

(Hereinafter referred to as the 'Employer')

August 1, 2024 to March 31, 2026

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 Valley & Whistler	604.437.0491
Prince George	250.564.6043		
Vancouver Island & Sunshine Coast	250.287.2422	Castlegar	250.365.2813

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ARTICLE 1.000: OBJECTS

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

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.

ARTICLE 2.000: EFFECTIVE DATE AND DURATION

2.100 This Agreement shall be for the period from and including August 1, 2024, to and including March 31, 2026 and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of such Agreement, which is March 31, 2026, or immediately preceding the last day of March in any year thereafter, by written notice to require the other party to such Agreement to commence collective bargaining.

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

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

ARTICLE 3.000: EXTENT

3.100 **<u>Work Jurisdiction</u>**

3.101 This Agreement shall govern all commercial and institutional work within the jurisdiction of the carpenter which is performed by the Employer within the province of British Columbia. The work jurisdiction of the carpenter shall be as determined from time to time by the Umpire of the Jurisdictional Assignment Plan. Any and all work performed on an Industrial project will be performed under the Industrial Agreement.

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 may request to subcontract work where the Employer requires flexibility to competitively bid on a project. Such request will be by mutual agreement between the employer and the Union.

3.300 Union Security and Affiliation

3.301 Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for: (i) rendering assistance to labour organizations, and/or (ii) refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

ARTICLE 4.000: MONETARY PACKAGE

4.100 Monetary Package Increases

The monetary package increases will be bargained 3 months prior to August 1, 2025.

4.200 Allocation of Monetary Package

4.201 Neither party shall unreasonably withhold their mutual agreement with respect to determining the allocation of the monetary package increases between the wage package and Employer contributions.

4.300 Wages and Premiums

4.301 Minimum Straight Time Hourly Wage Rates

The schedules of minimum straight time hourly wage rates as provided for within Schedule “A” shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Articles 4.302 through Article 4.306 for important clarifications and exceptions.

4.302 Metro Travel Premiums

Refer to Article 7.100 for Metro Travel premiums which apply on projects located within the Lower Mainland/Fraser Valley metropolitan area.

4.303 First Aid Attendant

An Employee who acts as a first aid attendant shall have their otherwise applicable straight time hourly wage rate increased by one dollar and twenty-five cents ($1.25) per hour earned.

4.304 Swing Stage and Bosun Chair

An Employee who works on a swing stage and/or in a bosun chair shall have their otherwise applicable straight time hourly wage rate increased by one dollar ($1.00) per hour earned. Such increase shall be paid for actual hours worked each day, or four (4) hours, whichever is greater.

4.305 Scaffold Erection/Dismantling

An Employee who erects or dismantles scaffold while working above the height of seventy (70) feet, as measured from the base plate, shall have their otherwise applicable straight time hourly wage rate increased by fifty cents ($0.50) per hour earned. Such increase shall be paid for actual hours worked each day, or four (4) hours, whichever is greater.

4.306 Helicopters

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

(b) The words, "to work directly with a helicopter" contained in Article 4.306 (a) shall be deemed to apply only to an Employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his station of work. Nothing in Article 4.306 (a) shall be construed or interpreted in such manner as will entitle an Employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.

(c) Article 4.306 (a) shall not apply to an Employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. Notwithstanding the foregoing, such an Employee shall receive a premium of one (1) additional hour per shift at their otherwise applicable minimum straight time hourly wage rate.

4.400 Employee Classifications

4.401 Foreperson

(a) A Foreperson shall be defined as an Employee who issues orders or gives direction to other Employees. All direction given to an Employee(s) shall be provided by the Foreperson to whom such Employee(s) is regularly assigned. When more than six (6) Employees are employed, a “non-working” Foreperson shall be employed. The Employer shall not divide Employees into several crews for the purpose of not having to employ a “non-working” Foreperson.

(b) The minimum straight time hourly wage rate for a Foreperson shall be one hundred and fifteen percent (115%) of the applicable Journeyperson. The rate for a General Foreperson 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 Foreperson or General Foreperson 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) Employers shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyperson. Such ratio shall apply on a company wide basis.

(b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Journeyperson on the project.

1st Term	(60%)
2nd Term	(70%)
3rd Term	(80%)
4th Term	(90%)

4.403 Material Handlers/Pre-Apprentices

(a) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be fifty-five percent (55%) of the applicable Journeyperson minimum straight time hourly wage rate on the project.

(b) The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the carpenter. A Material Handler/Pre-Apprentice shall not perform that work of the carpenter which requires the use of the tools of the trade, or the handling, erection and dismantling of scaffolding from the job site stockpile, through erection and back to the job site stockpile. A Material Handler/Pre-Apprentice shall in the case of competent workers be a possible source of future apprentices.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

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

4.502 Annual Vacation

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

4.503 Statutory Holidays

(a) The following statutory holidays shall apply to all work governed by this Agreement. Refer also to Article 4.503 (b).

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

(b) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.

4.600 Employer Contributions

The schedules of Employer contributions as provided for within Schedule “B” shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of “hours worked”.

4.601 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 “B”.

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 “B”.

(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 the following schedule.

1st Term	(60%)
2nd Term	(70%)
3rd Term	(80%)
4th Term	(90%)

(c) Material Handlers/Pre-Apprentices pension contributions to be made at 1st year Apprentice rate (55%).

4.603 Union Administration, Apprenticeship and Training Funds

The Employer shall contribute the required amount(s) to each of the Union Administration, Apprenticeship 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 Schedules “A” and “B”.

4.604 Rehabilitation Plan

The Employer shall contribute five cents ($0.05) per hour worked to the Rehabilitation Plan in the manner set forth in Article 5.000.

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 (i.e., 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.

4.805 Any Employer whose head office is located outside of BC shall establish a payroll office within BC.

4.900 Bonding and Payroll Failures

4.901 Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to fifteen thousand dollars ($15,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or Employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

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

ARTICLE 5.000: MONTHLY REMITTANCES

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

5.100 General Provisions

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

5.102 Such Employer remittance shall:

(a) be made by a single payment, payable to Carpenter Workers' Fund, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and

(b) be accompanied by a correctly completed Monthly Report to the Administrator, and

(c) be received by the Carpenter Workers' Fund not later than the fifteenth (15^{th}) 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, but in addition to any action taken by the administrator of the recipient fund, 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 becoming aware 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, impose a penalty calculated as ten percent (10%) of the amount of the late payment to be paid by the Employer which will be enforced by the Union pursuant to the terms of this Agreement. All

costs reasonably incurred by the Union to enforce this provision (including reasonable legal costs) will be the responsibility of the Employer.

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 hours
Straight Time:	12:30 pm to 4:30 pm	4.0 hours
Total Straight Time Hours:		**8.0 hours**

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

(a) The starting and stopping time on a project may be varied by one (1) hour earlier or later than the 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. The starting and stopping time may be varied up to two (2) hours upon mutual agreement between the employer and the Union.

(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 two (2) hours’ notice of termination, or one hour’s pay in lieu thereof. The Employee shall use such notice to gather their personal tools and prepare such tools for the next project.

6.200 Overtime Hours

6.201 The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

6.202 The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

6.203 All other hours, including those 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 (1) full shift occurs, and shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.300 Compressed Work Week

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

6.301 Hours of Work

(a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.

(b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.

(c) Notwithstanding Articles 6.301 (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

6.302 Overtime

(a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

(b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

(c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.303 Statutory Holidays

All statutory holidays which occur during a compressed (or alternate) work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (eg: the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply

on a regular work day in lieu of the statutory holiday. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

6.400 Shifts

6.401 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.

6.402 Shift Premiums

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

Day Shift: No shift premium.

Afternoon Shift: The applicable minimum straight time hourly wage rate shall be increased by seven percent (7.0%) for each hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent (16.0%) for each hour worked on any shift which commences between 8:30 pm and before 12:01 am. Second and subsequent meal breaks are not considered to be hours worked.

Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

6.500 Call-Out Time

6.501 When an Employee is called out for work, the Employer shall pay such Employee for a minimum of one-half (½) of the scheduled shift hours at the otherwise applicable straight time or overtime hourly rate, regardless of whether or not the Employee actually commenced work. Notwithstanding the foregoing, when an Employee works more than one-half (½) of the scheduled shift hours, the Employer shall pay such Employee for the full shift.

6.502 Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which

Employees shall be required to work inside and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

6.600 Rest Breaks

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

6.602 Notwithstanding Article 6.601, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the Employees have been so advised prior to the completion of the previous day's 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

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to the parties' Letter of Interpretation Re: Meal Breaks for details. Copies of such Letter of Interpretation can be obtained from the Union.

ARTICLE 7.000: TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS

7.100 Metro Travel Premium

On projects located within the Lower Mainland/Fraser Valley metropolitan area, the Employer shall pay a metro travel premium of one dollar and twenty-five cents ($1.25) per hour worked to all Employees. Such premium shall be added to the Employee's otherwise applicable hourly wage rate. The Lower Mainland/ Fraser Valley metropolitan area shall be defined as including Lions Bay to the west, Hope to the east, and everything in between.

7.200 Daily Travel Premium

7.201 Metropolitan Areas

No daily travel premium shall be payable on any project located within a metropolitan area governed by Article 7.100. Only the applicable metro travel premium shall apply on such projects.

7.202 Local Resident Employees

Refer to Appendix "A" for definition of "Local Resident Employee".

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

0 km - 40 km:	no premium
over 40 km:	maximum allowed by the CRA

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

7.203 Out-of-Town Projects

When Employer supplied accommodation is being provided to an Employee(s) in accordance with Article 7.401, Option #2, the Employer shall also provide such Employee(s), at no cost, with Employer supplied transportation to/from the project on a daily basis. Such transportation shall conform with, and operate in compliance with, all applicable provincial government regulations and standards, including but not limited to the Motor Vehicle Act and the Workers Compensation Act. Notwithstanding the foregoing, alternative daily travel arrangements may be established upon the mutual agreement of the Union and the Employer.

7.300 <u>Initial and Terminal Travel</u>

7.301 The Employer shall pay an initial and terminal travel allowance per road kilometre of the maximum allowed by the CRA to any Employee who is directed or dispatched to an out-of-town project. Such allowance shall be:

(a) payable each way, and the distance travelled shall be calculated using Google maps from the Employee's community of residence to the project, via the most direct route.

(b) subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.

(c) Refer to Article 7.302 for further clarification and exceptions.

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

(a) Ferry Fares

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

reimbursable expense.

(b) Air Travel

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

(i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.

(ii) The Employer shall pre-arrange the air travel to/from the airport nearest the Employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly "standby".

(iii) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

(c) Standard "Lump Sum" Amount Option

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

(d) Timing of Payment

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

(e) Termination of Employment

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

7.400 <u>Room and Board</u>

This Article does not apply to Local Resident Employees. Refer to Appendix "A" for definition.

7.401 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. Notwithstanding the foregoing, specialty scaffold contractors are directed to the Scaffold Addendum for an important clarification regarding the choice of options available to scaffold Employees.

The choice of options shall be at the sole discretion of the Employee, and the Employee shall provide the Employer with written notice of their selection upon request. The Employer shall likewise provide a copy of the Employee's written notice of selection to the Union upon request. Both options shall be payable on the basis of seven (7) days per week.

Option #1:

LOA $200.00 per day – effective April 1, 2023

Option #2:

(a) Employer supplied accommodation and daily meal allowance:

Year 1 - $87.50 per day – effective April 1, 2023.

Year 2 - $90.00 per day – effective April 1, 2024.

Year 3 - $92.50 per day – effective April 1, 2025.

(b) 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 the maximum allowable by the CRA 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 7.302 (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 <u>not</u> request to use air travel to the project in accordance with Article 7.302 (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).

7.402 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.

7.500 Pre-Tender and Pre-Job Conferences

It is strongly recommended that the Employer reviews with the Union 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.

7.600 Periodic Leave and Compassionate Leave

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

7.700 Camp Projects

7.701 Accommodations

(a) Camp accommodations, when supplied, shall meet the standards and requirements of BC Construction Camp Rules and Regulations by and between British Columbia and Yukon Territory Building and Construction Trades Council and Construction Labour Relation Association of British Columbia. 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.

7.800 Marshalling Points

7.801 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.

7.802 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

The interpretation and application of these provisions shall be consistently applied by the various Union representatives in each and every Local throughout the province. Past practice shall be superseded by the terms of this Agreement unless otherwise mutually agreed, in writing, by the Union and the Employer.

8.100 General Provisions

8.101 The term "project Local" as used within Article 8.000 shall be defined as the Local in whose jurisdiction the project is located.

8.102 The term "transfer" as used within Article 8.000 shall not be misconstrued to mean the transfer of Union membership from one (1) Local to another.

8.103 Notwithstanding any/all contrary provisions of Article 8.000, the Employer may not transfer an Employee from their home Local to another Local unless the Employee's home Local is an affiliate member in good standing of the Union.

8.200 Exempt Employees

8.201 The Employer may:

(a) transfer to the project a maximum of four (4) Employees currently on the Employer's payroll, regardless of the home Local of such Employees, or

(b) name request a maximum of four (4) members from any Local which is an affiliate member in good standing of the Union, or

(c) utilize a combination of transfers and name requests to a maximum of four (4) Employees and/or members, and employ such Employees and/or members on the project for the duration of the project.

8.202 Employees and/or members who are transferred and/or name requested in accordance with Article 8.201 shall be defined as "exempt" Employees.

8.203

(a) If the employment of an exempt Employee on the project is terminated, regardless of the reason for such termination (i.e., laid off or quit), the Employer shall not be permitted to hire a replacement exempt Employee.

(b) Notwithstanding Article 8.203 (a) and/or any/all contrary provisions of this Agreement, the Employer may, at any time, rehire a previously terminated exempt Employee to work on the project, and in such instance such re-hired exempt Employee shall regain his exempt Employee designation.

(c) The rehiring of an exempt Employee shall not cause any resident member of the project Local who is employed on the project at the time of the rehire to be

terminated as a result of the rehire.

8.204 The Employer shall provide a list of exempt Employees in writing at the time of dispatch from project to project.

8.300 Name Request Employees and Local Dispatch Employees

8.301 In addition to the exempt Employees employed in accordance with Article 8.200, the Employer may also name request any/all members of the project Local who have worked for the Employer within the previous six (6) months, and employ such members on the project.

8.302

(a) In addition to the name request Employees employed in accordance with Article 8.301, the Employer may also name request one (1) member of the project Local for each one (1) member of the project Local dispatched by the project Local.

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

8.400 Inability of Local to Fulfill Dispatch Request

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

8.401 Transfer to the project any/all remaining Employees currently on the Employer's payroll, regardless of the home Local of such Employees, and/or

8.402 Request the project Local to dispatch any/all required Employees from another Local which is an affiliate member in good standing of the Union. The intent of the parties is to minimize the cost to the Employer for initial and terminal travel and/or

8.403 Choose to obtain Employees elsewhere, provided that any such individuals become Union members within two (2) weeks of date of hire and remain Union members as a condition of continuing employment.

8.500 Differentiation of Employee Classifications

Notwithstanding any/all contrary provisions of this Agreement, the project Local shall not make any attempt to dispatch an Employee of a different Employee classification (i.e., Journeyperson, Apprentice, Material Handler/Pre-Apprentice) than was requested by the Employer. In particular, the project Local shall not make any attempt to restrict or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.402 (a).

8.600 Reduction in Project Crew

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

8.602 When it is necessary for the Employer to reduce the size of the project crew, the Job Steward shall be one of the last three bargaining unit employees.

8.700 Rehiring of Injured Employees

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

8.800 Retired Members

The 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 the appropriate tax reporting.

ARTICLE 9.000: JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

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

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

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

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

9.105 Telephone access for Job Stewards – Job Stewards shall be permitted use of a cellular phone during working hours while performing their duties.

9.200 Union Representatives

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

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 "change-out" basis.

10.200 Accident Prevention Regulations

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

10.202 Any refusal by an Employee to abide by known WorkSafeBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for 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 WorkSafeBC Inspector on all project inspections.

10.400 Injured or Sick Employees

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

10.402 If an Employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified 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 8.700 and Article 11.502.

10.500 Drug and Alcohol Testing

The parties agree that they will follow the CMAW Drug and Alcohol Policy, a copy of which can be obtained from CMAW Canada.

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 fiberglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every fifteen (15) building tradespersons on a project.

11.202 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 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.

ARTICLE 12.000: CARPENTERS JOINT ADVISORY COMMITTEE (CJAC)

A Carpenters Joint Advisory Committee (CJAC) shall be established and maintained as a means to address issues of mutual interest and importance to the parties. All actions and decisions of the CJAC shall require mutual agreement of the parties. Refer also to Article 14.400.

ARTICLE 13.000: JOINT RECOVERY PROGRAM

13.100 Process

13.101 The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should

the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project.

13.102 The Joint Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement.

13.200 Participation

13.201 Unless otherwise agreed to, in writing, neither the Union nor an individual Local(s) shall decline to participate in the process contemplated by Article 13.100.

13.202 Notwithstanding Article 13.201, Locals shall retain the right to deny an individual enabling request, but no Local shall have either a formal or informal (i.e., unspoken) blanket policy of refusal. Individual Union members shall retain the right to refuse a dispatch to an enabled project, but no Local shall encourage or otherwise counsel its members to do so.

ARTICLE 14.000: GRIEVANCE PROCEDURE

14.100 Definitions

14.101 A grievance shall be defined as any difference between the parties to this Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of Employees for reason of project efficiency or reduction of forces on suspension or completion of work.

14.102 The two (2) parties to any grievance shall be the Union and the respective signatory Employer(s).

14.200 Time Limits

No grievance shall be entertained by either party or an arbitrator unless instituted by the aggrieved party within thirty (30) calendar days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (15) calendar days of its occurrence. An occurrence shall be each day an alleged violation continues. (The foregoing time limits do not apply to wage claims.)

14.300 Procedure

14.301 Step 1:

The Job Steward or Union Representative shall first discuss the grievance with the Foreperson or project superintendent, and if they agree their decision shall be final. An Employer shall first discuss the grievance with the Union Representative.

14.302 Step 2:

Failing settlement within two (2) business days of a grievance, the particulars

thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree their decision shall be final.

14.303 Step 3:

If the grievance is not settled pursuant to Step 2 within five (5) business days, or such longer time as the parties agree to, then it shall be referred to a three (3) person Board of Arbitration 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) business days, appoint a member of the Board and notify the other party of its appointment.

(c) The two (2) appointees shall, within three (3) business days of appointment, agree upon a person to act as Chair of the Board of Arbitration, but failing to do so within this time, they shall jointly request the LRB to appoint such Chair.

14.304 Step 4:

(a) The Board shall hear the parties, establish if 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) business days of appointment of the Chair except when the time is extended by mutual 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 individual appointee, and one-half (½) the expenses of the Chair.

14.400 **Alternative Methods of Resolution**

14.401 Notwithstanding any/all contrary provisions of Article 14.000, 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, or 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 Article 12.000.

ARTICLE 15.000: 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 16.000: SAVINGS CLAUSE

16.100 In the event that any clause, section or article of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

16.200 In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.

16.300 In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 14.000.

ARTICLE 17.000: LEGALITIES

17.100 A copy of this Agreement shall be filed with the BCLRB.

SIGNATURE OF PARTIES

Signed this 9 day of August , 2024.

Signed on behalf of the Employer:

1496188 BC LTD.

"Signature on File"

J. McClaren, Owner

Signed on behalf of the Union:

CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS CANADA

"Signature on File"

Chris Wasilenchuk, **President**

"Signature on File"

Blair Rawlings, **Secretary Treasurer**

WAGE SCHEDULES

SCHEDULE "A1.1" **MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG OUTSIDE LOWER MAINLAND/FRASER VALLEY**

Schedule "A1.1" shall apply to all commercial and institutional projects which are located outside the Lower Mainland/Fraser Valley

"Outside" Lower Mainland/Fraser Valley **Effective August 1, 2024**

				Employer Contributions						
Employee Classifications	%	Base Rate	VP/SHP (12%)	Benefit Plan	Pension Plan	Admin Fund	Training Fund	Member Assistance	Rehab Plan	Total Package
Base Rates		39.00	12%	2.80	4.24	0.30	0.25	0.05	0.05	
Journeyperson										
General Foreperson (GF)	125%	48.75	5.85	2.80	4.24	0.30	0.25	0.05	0.05	62.29
Foreperson (FP)	115%	44.85	5.38	2.80	4.24	0.30	0.25	0.05	0.05	57.92
Certified Journey Person (CJP)	**100%**	**39.00**	**4.68**	**2.80**	**4.24**	**0.30**	**0.25**	**0.05**	**0.05**	**51.37**
Uncertified (CJP)	90%	35.10	4.21	2.80	4.24	0.30	0.25	0.05	0.05	47.00
Apprentice Carpenter										
4th Term (4th)	90%	35.10	4.21	2.80	3.82	0.30	0.25	0.05	0.05	46.58
3rd Term (3rd)	80%	31.20	3.74	2.80	3.39	0.30	0.25	0.05	0.05	41.78
2nd Term (2nd)	70%	27.30	3.28	2.80	2.97	0.30	0.25	0.05	0.05	37.00
1st Term (1st)	60%	23.40	2.81	2.80	2.54	0.30	0.25	0.05	0.05	32.20
Material Handler/Pre-	55%	21.45	2.57	2.80	2.33	0.30	0.25	0.05	0.05	29.80

Field Dues are calculated on hours 'Worked'

SCHEDULE "B1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
OUTSIDE LOWER MAINLAND/FRASER VALLEY

Schedule "B1.1" shall apply to all commercial and institutional projects which are located outside the Lower Mainland/Fraser Valley

"Outside" Lower Mainland/Fraser Valley **Effective August 1, 2024**

		Employer Classifications							
					<<<Apprentice Carpenters>>>				
		GP	**FP**	**CJP**	**4th**	**3rd**	**2nd**	**1st**	**MH/PA**
Employer Contributions:					90%	80%	70%	60%	55%
CMAW Benefit Plan	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80
CMAW Pension Plan	4.24	4.24	4.24	4.24	3.82	3.39	2.97	2.54	2.33
CMAW Administration Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
CMAW Training Fund	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Member Assistance Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Rehabilitation Plan	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
*** Total Employer Contributions**	**7.69**	**7.69**	**7.69**	**7.69**	**7.27**	**6.84**	**6.42**	**5.99**	**5.78**
Employee Deductions:									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.702							
*** Total Employee Deductions**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**
Total Hourly Remittance to CWF	**ST**	**8.58**	**8.58**	**8.58**	**8.16**	**7.73**	**7.31**	**6.88**	**6.67**
	1.5x OT	**8.58**	**8.58**	**8.58**	**8.16**	**7.73**	**7.31**	**6.88**	**6.67**
	2x OT	**8.58**	**8.58**	**8.58**	**8.16**	**7.73**	**7.31**	**6.88**	**6.67**
Total Hourly Remittance to Other Locals	**ST**	Refer to Article 4.702							
	1.5x OT	Refer to Article 4.702							
	2x OT	Refer to Article 4.702							

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

APPENDIX "A" DEFINITIONS & ABBREVIATIONS

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

(1) CMAW Canada

Construction, Maintenance and Allied Workers Canada.

(2) Employee

Any individual who is a member of the Union, and/or such other person, employed by the Employer under the terms of this Agreement.

(3) Employer

(a) Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.

(b) Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

(4) Gender

Wherever the words "man", "men", "he" or "his" are utilized in this Agreement they shall be considered to apply equally to all genders.

(5) Hours Earned and Hours Worked

(a)	1 straight time hour	= 1 hour earned	= 1 hour worked
(b)	1 time and one-half overtime hour	= 1½ hours earned	= 1 hour worked
(c)	1 double time overtime hour	= 2 hours earned	= 1 hour worked

(6) Industrial Construction

(a) Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for CMAW carpenters.

(b) On industrial construction projects, any employee required to work underground shall receive a premium of ten percent (10%) over and above the otherwise applicable minimum hourly wage rate. The foregoing shall not apply to work performed within open ditches or basements of buildings.

(7) LRB
British Columbia Labour Relations Board

(8) Local
An affiliated Local of the Union.

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

(10) Metropolitan Area: Lower Mainland/Fraser Valley
The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

(11) Union

(a) Construction, Maintenance and Allied Workers Canada. Notwithstanding the foregoing, where the term Union is used within this Agreement, such usage shall be deemed to be inclusive of, and/or applicable to, each/all of the constituent members of CMAW, both collectively and individually.

(b) Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

(12) WSBC
WorkSafeBC

APPENDIX "B" SCHEDULE OF STATUTORY HOLIDAYS

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

2024

Statutory Holiday	Actual Date	Observed Date
New Year's Day	Monday, January 1	Monday, January 1
Family Day	Monday, February 19	Monday, February 19
Good Friday	Friday, March 29	Friday, March 29
Easter Monday	Monday, April 1	Monday, April 1
Victoria Day	Monday, May 20	Monday, May 20
Canada Day	Monday, July 1	Monday, July 1
* Friday prior to BC Day	Friday, August 2	Friday, August 2
BC Day	Monday, August 5	Monday, August 5
* Friday prior to Labour Day	Friday, August 30	Friday, August 30
Labour Day	Monday, September 2	Monday, September 2
National Day for Truth and Reconciliation	Monday, September 30	Monday, September 30
Thanksgiving Day	Monday, October 14	Monday, October 14
Remembrance Day	Monday, November 11	Monday, November 11
Christmas Day	Wednesday, December 25	Wednesday, December 25
Boxing Day	Thursday, December 26	Thursday, December 26

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

2025

Statutory Holiday	Actual Date	Observed Date
New Year's Day	Wednesday, January 1	Wednesday, January 1
Family Day	Monday, February 17	Monday, February 17
Good Friday	Friday, April 18	Friday, April 18
Easter Monday	Monday, April 21	Monday, April 21
Victoria Day	Monday, May 19	Monday, May 19
Canada Day	Tuesday, July 1	Tuesday, July 1
* Friday prior to BC Day	Friday, August 1	Friday, August 1
BC Day	Monday, August 4	Monday, August 4
* Friday prior to Labour Day	Friday, August 29	Friday, August 29
Labour Day	Monday, September 1	Monday, September 1
National Day for Truth and Reconciliation	Tuesday, September 30	Tuesday, September 30
Thanksgiving Day	Monday, October 13	Monday, October 13
Remembrance Day	Tuesday, November 11	Tuesday, November 11
Christmas Day	Thursday, December 25	Thursday, December 25
Boxing Day	Friday, December 26	Friday, December 26

2026

Statutory Holiday	Actual Date	Observed Date
New Year's Day	Thursday, January 1	Thursday, January 1
Family Day	Monday, February 16	Monday, February 16
Good Friday	Friday, April 3	Friday, April 3
Easter Monday	Monday, April 6	Monday, April 6
Victoria Day	Monday, May 18	Monday, May 18
Canada Day	Wednesday, July 1	Wednesday, July 1
* Friday prior to BC Day	Friday, July 31	Friday, July 31
BC Day	Monday, August 3	Monday, August 3
* Friday prior to Labour Day	Friday, September 4	Friday, September 4
Labour Day	Monday, September 7	Monday, September 7
National Day for Truth and Reconciliation	Wednesday, September 30	Wednesday, September 30
Thanksgiving Day	Monday, October 12	Monday, October 12
Remembrance Day	Wednesday, November 11	Wednesday, November 11
Christmas Day	Friday, December 25	Friday, December 25
Boxing Day	Saturday, December 26	Monday, December 28