

STANDARD ALL EMPLOYEE AGREEMENT — 2024 to 2027
COMMERCIAL INSTITUTIONAL/INDUSTRIAL

BY AND BETWEEN: NWBC Containments LTD

(Hereinafter referred to as "THE EMPLOYER")

AND:



**CONSTRUCTION MAINTENANCE
AND ALLIED WORKERS CANADA**

(Hereinafter referred to as "THE UNION")

May 1, 2024 – 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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Construction Locals

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Prince George 250.564.6043

Vancouver Island & 250.287.2422

Sunshine Coast

Kitimat/Prince Rupert

Vancouver, Lower Mainland, Fraser 604.437.0491

Valley & Whistler

Castlegar

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CLAUSE 1**OBJECTS**

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

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

CLAUSE 2**EFFECTIVE DATE AND DURATION**

- 2.01** This Agreement shall be for the period from and including May 1, 2024 to and including April 30, 2027, and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of May in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.
- 2.02** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 2.03** "Notice of lockout" shall only operate as terminating this Agreement if such notice is followed by the actual refusal to employ Union members on a project(s); and the Agreement is terminated only when the actual lockout occurs; such Employer agrees that it shall not issue notice of lockout later than two (2) months following the concluding of a new CMAW Standard All Employee Agreement in the industry; and, further, the Employer agrees that if it does not give notice of lockout and impose an actual lockout within the aforesaid time limit, it shall be bound by the terms and conditions of the new CMAW Standard All Employee Agreement as negotiated from time to time in the industry.
- 2.04** The operation of Section 50 (2) and (3) of the Labour Relations Code is hereby excluded.

3.01 Scope and Recognition

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

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

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

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

3.03 Union Orientation

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

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

3.05 All employees in the employment of the Employer shall as a condition of employment maintain membership in good standing in the Union.

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

3.06 Industrial Work

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

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

3.07 Union/Management Committee

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

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

This does not preclude any disputes being resolved under other clauses within this collective agreement.

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

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

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

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

CLAUSE 4 WAGES, EARNINGS, CONTRIBUTIONS, AND DEDUCTIONS

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

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

Listed below are the wage rates and benefit package contributions for the period May 1, 2024 through April 30, 2027.

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

Please refer to Schedules A and B.

4.02 Apprentice/Helper (Minimum only)

- (a) Apprentice: To be based on the Tradesperson's rate applied to the job being worked. To apply to apprentices indentured.
- (b) Helper: The work of the Helper shall include the handling on the job site of all material or materials falling within the jurisdiction of the Tradesperson. The Helper shall not perform that work of the Tradesperson that requires the use of the tools of the trade, or the erection, and dismantling of scaffolding. Helpers

shall in the case of competent workers be a possible source of future apprentices.

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

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

Three-Year Schedule:

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

Four-Year Schedule:

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

4.03 Foreperson/General Foreperson Rate — Method of calculating

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

4.04 First Aid Attendant

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

4.05 Hazard Pay

Each Employee shall receive a premium of fifty cents (\$0.50) per hour (minimum four (4) hours) for:

- Swing stages and/or bosuns chairs.
- Scaffold Erection/Dismantling while working above the height of 70 feet as measured from the base plate.

4.06 Annual Vacation Pay and Statutory Holiday Pay

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

4.07 Annual Vacation Schedule

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

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

For all Commercial/Institutional work only, Easter Monday, the Friday before BC Day and the Friday before Labour Day shall be paid at one and one half (1 ½). No work will be done on Labour Day.

4.09 Contributions and Deductions

The Employer shall make payment to the CMAW Benefit and Pension plan administrator on or before the 15th day of the month, for hours worked for Commercial and hours earned for Industrial in the previous month in accordance with Schedules A and B.

4.10 Retired Members

The Union maintains its sole discretion to allocate monies from the wage package to Benefit and Pension or Industry Funds at any time during the life of the Agreement. Where monies are allocated to the Benefit Fund because Bill C-30 prohibits those monies from being allocated to the Pension Fund the Pension Fund administrator will advise the Employer of the reallocation to facilitate appropriate tax reporting.

4.11 Field Dues

The Employer will deduct such hourly amount as the Council directs, and forward same with the contributions provided for in Clause 4.09 of this Agreement.

4.12 Local Union Check-off

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

- 4.13** In the event an Employer fails to remit contributions in conformity with the foregoing provisions of this Agreement, it shall be deemed as a payroll failure as per Clause 4.19 and the Union is free to take any economic action it deems necessary against such an Employer, and such action shall not be considered a violation of this Agreement.
- 4.14** Penalties for Delinquent Payment of Contributions and/or Deductions:
- (a)** The Union will advise the Employer in writing within forty-eight (48) hours of any delinquency.
 - (b)** If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment.

Payment of Wages

4.15 Pay Days

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

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

4.17 Payroll Penalty

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

4.18 Pay Slips

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

4.19 Wage Bond

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

4.20 Payroll Failures

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

- (a) inspect the Employer's payroll; and/or
- (b) require the posting of a suitable bond; and/or
- (c) require that payments of wages and other payroll requirements be by cash or certified cheque; and/or
- (d) require that the Union audit the Employer's payroll.

CLAUSE 5 HOURS OF WORK

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

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

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

5.02 Rest Breaks

On a regular shift, two (2) ten (10) minute rest breaks will be taken at approximately the one quarter ($\frac{1}{4}$) and three quarter ($\frac{3}{4}$) points of the shift and at a location determined by mutual agreement between the Employer and the Union. Where work is required for a period up to ten (10) hours, a third rest break will be taken at the end of eight (8) hours. Where work is required beyond ten (10) hours, a second meal break of one-half ($\frac{1}{2}$) hour will be provided at the end of eight (8) hours, to be paid at straight-time rates. If a second meal break is provided, the third rest break shall not be taken.

5.03 Shifting of Breaks

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

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

- (b) **Rest Breaks:** If a rest break is provided but is shifted beyond fifteen (15) minutes in either direction of the scheduled break time, the worker will be compensated fifteen (15) minutes at straight time.

5.04 Compressed Work Week

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

Hours of Work

- (a) Ten (10) straight-time hours from 7:00am to 5:30pm, inclusive of a meal break shall constitute the compressed workweek day shift. Monday through Thursday inclusive or Tuesday through Friday inclusive shall constitute the regular workweek.
- (b) Ten (10) straight-time hours from 5:30pm to 4:00am, inclusive of a meal break shall constitute the compressed workweek afternoon shift. Monday through Thursday inclusive or Tuesday through Friday inclusive shall constitute the regular workweek.
- (c) Notwithstanding (a) and (b), the scheduled start time of the shift may be varied up to one (1) hour earlier or later, at the discretion of the Employer.

Overtime

- (a) The first eight (8) hours of overtime worked on the Friday of a Monday-to-Thursday compressed workweek, or on the Monday of a Tuesday-to-Friday compressed workweek shall be payable at one and one-half (1½) times the otherwise applicable straight-time hourly wage rate.
- (b) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked on Saturdays, Sundays, and statutory holidays shall be payable at two (2) times the applicable straight-time hourly wage rate. For all Commercial/Institutional work only, Good Friday, the Friday before BC Day and the Friday before Labour Day shall be paid at time and one half (1 ½). No work will be done on Labour Day.

Statutory Holidays

Unless otherwise mutually agreed by the parties:

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

- (c) When a statutory holiday falls on a regular workday of a compressed workweek, such statutory holiday shall be observed on such regular workday.

5.05 Starting and Quitting Time

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

5.06 Shifts

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

5.07 Shift Premiums

(a) Commercial/Institutional

Day Shift: No Shift Premium

Afternoon Shift: No shift premium shall be paid for an afternoon shift commencing between 3:30pm and 6:00pm and running for three (3) or more consecutive days. The applicable minimum straight time hourly wage rate shall be increased by eight percent (8%) for each hour worked on an afternoon shift which runs for two (2) or less consecutive days. Second and subsequent meal breaks are not considered to be hours worked.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by seventeen percent (17%) for each hour worked on any shift which commences between 6:00pm and before 12:01am. Second and subsequent meal breaks are not considered to be hours worked.

(b) Industrial

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

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable

for all other employee classification shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

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

Day Shift: No shift premium

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

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

5.08 Call-Out Time

- (a) Any Union member being called to a job and not being required shall be paid four (4) hours' time at straight or overtime rates as required. Any Employee who works beyond the mid-shift lunch break shall be paid for the full shift.
- (b) Notwithstanding Clause 5.07 (a), any employee who works beyond the mid-shift lunch break on a commercial (commercial job only) job shall be paid for hours worked only.

5.09 However, in the event that work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide who will be required to work inside, and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

CLAUSE 6 OVERTIME AND MEAL ALLOWANCES

6.01 Overtime

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

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

6.02 Meal Allowance

When work is to exceed ten (10) hours, a hot meal shall be supplied at the end of the regular shift, plus one-half (½) hour's pay at straight time, and thereafter at four (4) hour intervals. There shall be no work period of more than five (5) hours without a meal break. There shall be a coffee break two (2) hours after each meal period.

CLAUSE 7 TRANSPORTATION

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

7.02 The Employer shall pay an initial and terminal travel allowance of seventy-three cents (\$0.73) per road kilometre to any Employee who is directed or dispatched to an out-of-town project. Such allowance shall be:

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

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

(a) Ferry Fares

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

(b) Air Travel

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

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

- (ii) The Employer shall pre-arrange the air travel to/from the airport nearest the Employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly "standby".
- (iii) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

(c) Standard "Lump Sum" Amount Option

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

(d) Timing of Payment

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

(e) Termination of Employment

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

7.04 Periodic and Compassionate Leave

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

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

over 1,000 km \$475.00

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

- (c) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.
- (d) The timing of such periodic leave shall be decided by mutual agreement. Living Out Allowance shall not be paid during leave periods.
- (e) For the purposes of Clause 7.04, the term "out-of-town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than three hundred and twenty (320) kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's residence.
- (f) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic leave.
- (g) An Employee who resides within the province of BC shall only receive leave if they return to the transportation terminal nearest their residence.
- (h) An Employee who does not reside within the province of BC shall only receive leave if they return to their point of dispatch within the province of BC.
- (i) There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.
- (j) Interpretations contained within Clause 7.04 shall not be applied to any other provision contained within this Agreement.

7.05 Tool Transport

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

7.06 Injured Members' Tools

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

7.07 Fare Paid

There shall be no deduction from a member's wages for transportation or meals while travelling, save in the case of a member quitting for no good reason when having been on

the job less than fifteen (15) calendar days; then the Employer may deduct the cost of meals, transportation and travelling time to the job. In the case of a member quitting when having been on the job more than fifteen (15) calendar days but less than thirty (30) calendar days, return transportation and travel time need not be paid by the Employer.

7.08 Local Travel

(a) Industrial

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

- (i) As of November 1, 2014: A Local Resident Employee shall travel daily between their residence and the project, and shall receive a daily travel premium in accordance with the following schedule. Such premium shall be payable each way, each day, and the distance travelled shall be calculated using Google Maps from the Employee's community of residence to the project, via the most direct route.

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

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

(b) Commercial/Institutional:

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

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

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

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

7.09 Local Travel — When Accommodation is Provided

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

- (a) the member has been a local resident for thirty (30) days prior to the commencement of the job; and

- (b) the maximum distance to the job from the centre of any incorporated city, town, village, or district in or nearest to which a member is residing is one hundred (100) kilometres; and
- (c) the time spent travelling to the job or return, at safe speeds and including time on ferries, etc., is a maximum of seventy-five (75) minutes.

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

- (d) 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 or her residence between November 1 and May 30 annually, such Employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project.
 - (i) The Employer shall consider each such request on its individual merits, and shall advise the Employee whether or not their request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the Employee due to inclement winter road conditions.
 - (ii) If the project is designated as a temporary out-of-town project, the Employee shall be deemed to have selected Room and Board Option No. 1, in accordance with Clause 8.01, and shall no longer travel daily between the project and his or her residence.
 - (iii) Notwithstanding any/all contrary interpretation of the foregoing, a temporary out-of-town project designation may apply only during the period November 1 through May 1.

7.10 Pre-Bid Conference

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

7.11 Pre-Commencement Conference

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

7.12 Whenever a determination as provided in Clauses 7.10 and 7.11 has been made as to the

local members travelling to and from their residences or being provided first-class room and board supplied and paid for by the Employer on a particular project, that determination shall remain in force for the duration of the project.

- 7.13** Notwithstanding Clause 7.09 Local Travel, where travel conditions are such as to be unsuitable for members' standard automobiles the Employer shall provide daily transportation as provided in Clause 7.15 or, alternatively, first-class room and board supplied and paid for by the Employer.
- 7.14** Employees residing within the local travel area as provided in Clause 7.09 may be accommodated in Employer-supplied accommodation by mutual agreement of the parties.
- 7.15** As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles that conform to public transit standards with full insurance coverage and operated in compliance with Workers' Compensation Board regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union (prior to commencement of the project) and that the time spent in travelling to and from such marshalling point or points to the job site will be done during regular hours and while a member is on the payroll.
- 7.16** Where a variety of travel distances exist for members to a particular job, a pre-job conference between the Employer, Construction, Maintenance and Allied Workers Canada (CMAW) and the Local Unions concerned shall be held to arrive at a mutually agreed amount that will be paid to such members on the job.
- 7.17 Hotels and Motels**
- If a member is accommodated in a motel, hotel, or unit other than a camp, then transportation shall be supplied to and from the jobsite, and for any travel beyond the forty (40) kilometre unpaid travel zone the local travel allowance also shall apply.

CLAUSE 8	ROOM AND BOARD
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8.01 First-Class Room and Board

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

Option No. 1: The Employer shall provide the Employee with a daily lump sum Living-Out Allowance (LOA).

Option No. 2: The Employer shall provide the Employee with a single room plus a daily meal allowance.

The amount of the daily lump sum living-out allowance and daily meal allowance shall be as mutually agreed by the Union and the Employer on a "project-by-project" basis. Notwithstanding the foregoing, the industrial standard shall apply in the event that mutual agreement cannot be reached.

(b) Room and Board Allowance

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

Option No. 1: LOA \$200.00 per day

Option No. 2: Effective May 1, 2024 — the Employer shall provide a non-local resident Employee with a single room plus eighty-seven dollars and fifty cents (\$87.50) meal allowance; effective May 1, 2025 — ninety dollars (\$90.00); and effective May 1, 2026 — ninety-two dollars and fifty cents (\$92.50) meal allowance.

(c) Camp Accommodation

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

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

8.02 Check-out Allowance

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

9.01 Hiring

No Union member shall commence work without first obtaining and presenting a union dispatch slip to the Employer and the Job Steward.

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

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

- (a) The Employer may transfer to the project a maximum of two (2) employees, regardless of the home Local Union of such employees.
- (b) The Employer may name request members who have worked for them within the previous twelve (12) weeks.
- (c) In addition, the Employer may name request one (1) member for each member named by the Union.
- (d) Should the Union be unable to fill an order within twenty-four (24) hours, the Employer may obtain workers elsewhere, provided these workers become members of the Union within two (2) weeks from the date of hire, and remain members of the Union as a condition of continuing employment.

9.02 Local Residents

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

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

9.03 Apprentice Rehiring

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

9.04 Rehiring of Injured Members

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

9.05 Foreperson/General Foreperson

- (a) Foreperson: Forepersons are members who issue orders or give direction to members. When more than six (6) members are employed, a "non-working" Foreperson shall be employed.

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

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

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

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

9.06 Apprentices

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

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

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

9.07 Employer-Union Status

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

9.08 Reservations

Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for:

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

locked out by an Employer.

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

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

CLAUSE 10	UNION REPRESENTATIVES
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10.00 Job Stewards

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

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

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

10.04 When it is necessary for the Employer to reduce the size of the project crew, the Job Steward shall be one of the last three (3) bargaining unit employees.

10.05 Union Representatives

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

10.06 Leave of Absence

The Employer shall grant a non-paid leave of absence to an Employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the Employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

CLAUSE 11	SAFETY CONDITIONS
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11.01 Safety

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

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

Regulations may be considered cause for dismissal.

11.03 Safety Equipment

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

11.04 Accompanying Compensation Inspectors

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

11.05 Injured or Sick Members

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

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

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

CLAUSE 12 WORKING CONDITIONS

12.01 Harassment

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

12.02 Equipment Supplied

See Addendum attached (Equipment Supplied).

12.03 Layoff Notice

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

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

12.04 Lockup

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

12.05 Tool Insurance

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

12.06 Tools

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

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

12.07 Toilets

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

12.08 Wash Up Facilities

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

12.09 Drinking Water

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

12.10 Motor Vehicles

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

12.11 Telephone

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

12.12 Protective Clothing

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

12.13 Welders

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

CLAUSE 13 JOINT RECOVERY PROGRAM

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

CLAUSE 14 GRIEVANCE PROCEDURE

14.01 "Grievance" means any difference by the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union; and "party" means one (1) of the parties to this Agreement. Discharge shall not include layoff of Employees for reason of project efficiency or reduction of forces on suspension or completion of work.

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

14.03 Procedure

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

Step 2: Failing settlement within two (2) days of a grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree their decision shall be final.

Step 3: If the grievance is not settled pursuant to the above paragraphs within five (5) days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons composed as follows:

- (a) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute.
- (b) The party receiving the notice shall within three (3) days appoint a member of the Board and notify the other party of the appointment.
- (c) The two (2) arbitrators so appointed shall confer to select a third person to be a chairperson. The chairperson will be selected within three (3) days of the two (2) arbitrators being appointed.

Step 4:

- (a) The Arbitration Board shall hear the parties, establish whether the grievance is properly before them, settle the terms of question to be arbitrated, determine if the matter is arbitrable, and make its award within five (5) days of appointment of the chairperson, except when the time is extended by agreement of the parties.
- (b) The Board shall deliver its award in writing to each of the parties, and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.
- (c) The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their appointees, and one-half the expenses of the chairperson.

14.04 Alternative Methods of Resolution

- (a) Notwithstanding any/all contrary provisions of Clause 14, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator, industry grievance panel) in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance. Refer also to Clause 14.10.
- (b) Notwithstanding any/all contrary provisions of Clause 14; the parties may mutually agree that an Associate Chair of the BC Labour Relations Board (BCLRB) will have the jurisdiction to resolve any/all matters of dispute which may arise between the parties in regard to the terms of this Agreement.

CLAUSE 15 **VALIDITY OF AGREEMENT**

- 15.01** This Agreement is valid only if signed by the President and the Secretary Treasurer of the Construction, Maintenance and Allied Workers Canada (CMAW). If any changes are made from the printed form, then for the Agreement to be valid the changes must be initialled by both the President and the Secretary Treasurer of the Union.
- 15.02** The signatories to this Agreement shall be bound by the Industrial Addendum and the Memorandums of Agreement that form part of this Collective Agreement.

CLAUSE 16 **FILING OF COPIES**

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

CLAUSE 17 **SAVINGS CLAUSE**

- 17.01** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.
- 17.02** In the event that any clause or section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Clause or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.
- 17.03** In the event that there are further changes to the Provincial CMAW Standard All Employee Agreement, those changes will become part of this Agreement.

SIGNATURES OF PARTIES

Signed this _____ day of Oct, 2, 2026.

Signed on behalf of the Employers:

NWBC Containments LTD

"Signature on file"

Brian Pilgrim, **Owner/Operator**

Signed on behalf of the Unions:

**CONSTRUCTION, MAINTENANCE
AND ALLIED WORKERS CANADA**

"Signature on file"

Chris Wasilenchuk, **President**

"Signature on file"

Jessie Gregory, **Secretary Treasurer**

EQUIPMENT ADDENDUM

1. Equipment Supplied

- (a) Carpenter: If the following tools or equipment — ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.
- (b) Millwright: The following tools or their equivalents shall be provided by the Millwright employee. All other tools will be provided by the employer.
- (i) 10' Steel Tape
 - (ii) 6" Precision Level
 - (iii) Set Dial Indicators
 - (iv) Feeler and Tape Gauge
 - (v) 1" Micrometer
 - (vi) 6"—8" Adjustable Wrench
 - (vii) Full Combo Precision Square
 - (viii) Set ½" Drive Sockets to 1 ¼"
 - (ix) Set Assorted Screwdrivers
 - (x) 6" Precision Scale
 - (xi) 6" Vernier
 - (xii) Scriber
 - (xiii) Centre Punch
 - (xiv) Tool Boxes
- (c) Welder: The employer shall supply welders' leather vests, jackets, and leather gauntlet gloves to all Employees assigned to welding work on a "charge-out" basis.
- (d) Pile Driver: The employee shall furnish the following tools and equipment, when required, on all jobs; adze, slick, claw hammer, steel square, level, 16 metre steel tape, framing chisels, three (3) metre pocket tape, hand saws, hand axe, brace and set of bits, 30 centimetre crescent wrench, tin snips, hacksaw and marlin spike.

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

2. Protective Clothing — Coveralls, etc.

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

WAGE RATES — ALL EMPLOYEE: INDUSTRIAL

CMAW Standard All Employee Agreement - Prince Rupert

May 01, 2024 to April 30, 2027

SCHEDULE "A1.1"

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

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	Member Assist	
Base Rates		44.45	12%	2.80	4.24	0.30	0.35	0.04	0.05	
Journey person										
General Foreperson (GI)	125%	55.56	6.67	2.80	4.24	0.30	0.35	0.04	0.05	70.01
Foreperson (FP)	115%	51.12	6.13	2.80	4.24	0.30	0.35	0.04	0.05	65.03
Certified Journey Person (CJP)	100%	44.45	5.33	2.80	4.24	0.30	0.35	0.04	0.05	57.56
Non-Ticketed	90%	40.01	4.80	2.80	4.24	0.30	0.35	0.04	0.05	52.59
Utility Person	75%	33.34	4.00	2.80	4.24	0.30	0.35	0.04	0.05	45.12
Apprentice Carpenter										
4th Term (4th)	90%	40.01	4.80	2.80	4.24	0.30	0.35	0.04	0.05	52.59
3rd Term (3rd)	80%	35.56	4.27	2.80	4.24	0.30	0.35	0.04	0.05	47.61
2nd Term (2nd)	65%	28.89	3.47	2.80	4.24	0.30	0.35	0.04	0.05	40.14
1st Term (1st)	55%	24.45	2.93	2.80	4.24	0.30	0.35	0.04	0.05	35.16
HELPER										
up to 100 hours	55%	24.45	2.93	2.80	4.24	0.30	0.35	0.04	0.05	35.16
100 - 200 hours	60%	26.67	3.20	2.80	4.24	0.30	0.35	0.04	0.05	37.65
200 hours	65%	28.89	3.47	2.80	4.24	0.30	0.35	0.04	0.05	40.14

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

Local Union Check Off - see article 4.11



SCHEDULE "B1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 01 2024

Employer Classifications									
<<<Apprentice Carpenters>>>									
	GF/FP/CJP	Not-Ticketed	Utility	4th	3rd	2nd	1st	Helper	
Employer Contributions:		90%	75%	90%	80%	65%	55%	55%-65%	
CMAW Benefit Plan	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80
Carpentry Workers Pension Plan	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24
CMAW Administration Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
CMAW Training Fund	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.78	7.78	7.78	7.78	7.78	7.78	7.78	7.78	7.78
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 4.11							
* 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	8.67	8.67	8.67	8.67	8.67	8.67	8.67	8.67
	1.5x OT	13.01	13.01	13.01	13.01	13.01	13.01	13.01	13.01
	2x OT	17.34	17.34	17.34	17.34	17.34	17.34	17.34	17.34
Total Hourly Remittance to Other Locals	ST	Refer to Article 4.11							
	1.5x OT	Refer to Article 4.11							
	2x OT	Refer to Article 4.11							

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



SCHEDULE "A1.2"

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

Effective May 1, 2025

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions						Total Package
				Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		46.63	12%	2.90	4.24	0.35	0.40	0.04	0.05	
Journey person										
General Foreperson (GI 125%		58.29	6.99	2.90	4.24	0.35	0.40	0.04	0.05	73.26
Foreperson (FP)	115%	53.62	6.43	2.90	4.24	0.35	0.40	0.04	0.05	68.03
Certified Journey Person (CJP)	100%	46.63	5.60	2.90	4.24	0.35	0.40	0.04	0.05	60.21
Non-Ticketed	90%	41.97	5.04	2.90	4.24	0.35	0.40	0.04	0.05	54.99
Utility Person	75%	34.97	4.20	2.90	4.24	0.35	0.40	0.04	0.05	47.15
Apprentice Carpenter										
4th Term (4th)	90%	41.97	5.04	2.90	4.24	0.35	0.40	0.04	0.05	54.99
3rd Term (3rd)	80%	37.30	4.48	2.90	4.24	0.35	0.40	0.04	0.05	49.76
2nd Term (2nd)	65%	30.31	3.64	2.90	4.24	0.35	0.40	0.04	0.05	41.93
1st Term (1st)	55%	25.65	3.08	2.90	4.24	0.35	0.40	0.04	0.05	36.71
HELPER										
up to 100 hours	55%	25.65	3.08	2.90	4.24	0.35	0.40	0.04	0.05	36.71
100 - 200 hours	60%	27.98	3.36	2.90	4.24	0.35	0.40	0.04	0.05	39.32
200 hours	65%	30.31	3.64	2.90	4.24	0.35	0.40	0.04	0.05	41.93

Effective January 1, 2025 Field Dues increase to \$.95 per hour and are calculated on hours "Earned"

Local Union Check Off - see article 4.11



SCHEDULE "B1.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 01 2025

Employer Classifications									
<<<Apprentice Carpenters>>>									
		GF/FP/IP	Not-Ticketed	Utility	4th	3rd	2nd	1st	Helper
			90%	75%	90%	80%	65%	55%	55%-65%
Employer Contributions:									
CMAW Benefit Plan	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90
Carpentry Workers Pension Plan	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24
CMAW Administration Fund	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
CMAW Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.98	7.98	7.98	7.98	7.98	7.98	7.98	7.98	7.98
Employee Deductions:									
Field Dues	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Local Union Check Off		Refer to Article 4.11							
* Total Employee Deductions	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Total Hourly Remittance to CWF									
ST	8.93	8.93	8.93	8.93	8.93	8.93	8.93	8.93	8.93
1.5x OT	13.40	13.40	13.40	13.40	13.40	13.40	13.40	13.40	13.40
2x OT	17.86	17.86	17.86	17.86	17.86	17.86	17.86	17.86	17.86
Total Hourly Remittance to Other Locals									
ST	Refer to Article 4.11								
1.5x OT	Refer to Article 4.11								
2x OT	Refer to Article 4.11								

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



SCHEDULE "A1.3"

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

Effective May 1, 2026

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions						Total Package
				Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		48.95	12%	3.00	4.24	0.40	0.40	0.04	0.05	
Journey person										
General Foreperson (GI)	125%	61.19	7.34	3.00	4.24	0.40	0.40	0.04	0.05	76.66
Foreperson (FP)	115%	56.29	6.75	3.00	4.24	0.40	0.40	0.04	0.05	71.17
Certified Journey Person (CJP)	100%	48.95	5.87	3.00	4.24	0.40	0.40	0.04	0.05	62.95
Non-Ticketed	90%	44.06	5.29	3.00	4.24	0.40	0.40	0.04	0.05	57.48
Utility Person	75%	36.71	4.41	3.00	4.24	0.40	0.40	0.04	0.05	49.25
Apprentice Carpenter										
4th Term (4th)	90%	44.06	5.29	3.00	4.24	0.40	0.40	0.04	0.05	57.48
3rd Term (3rd)	80%	39.16	4.70	3.00	4.24	0.40	0.40	0.04	0.05	51.99
2nd Term (2nd)	65%	31.82	3.82	3.00	4.24	0.40	0.40	0.04	0.05	43.77
1st Term (1st)	55%	26.92	3.23	3.00	4.24	0.40	0.40	0.04	0.05	38.28
HELPER										
up to 100 hours	55%	26.92	3.23	3.00	4.24	0.40	0.40	0.04	0.05	38.28
100 - 200 hours	60%	29.37	3.52	3.00	4.24	0.40	0.40	0.04	0.05	41.02
200 hours	65%	31.82	3.82	3.00	4.24	0.40	0.40	0.04	0.05	43.77

Effective January 1, 2026 Field Dues increase to \$1.00 per hour and are calculated on hours "Earned"

Local Union Check Off - see article 4.11

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SCHEDULE "B1.3"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 01 2026

Employer Classifications									
<<<Apprentice Carpenters>>>									
		GF/FP/CJP	Not-Ticketed	Utility	4th	3rd	2nd	1st	Helper
			90%	75%	90%	80%	65%	55%	55%-65%
Employer Contributions:									
CMAW Benefit Plan	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Carpentry Workers Pension Plan	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13	8.13
Employee Deductions:									
Field Dues	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Local Union Check Off		Refer to Article 4.11							
* Total Employee Deductions	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Hourly Remittance to CWF									
ST	9.13	9.13	9.13	9.13	9.13	9.13	9.13	9.13	9.13
1.5x OT	13.70	13.70	13.70	13.70	13.70	13.70	13.70	13.70	13.70
2x OT	18.26	18.26	18.26	18.26	18.26	18.26	18.26	18.26	18.26
Total Hourly Remittance to Other Locals									
ST	Refer to Article 4.11								
1.5x OT	Refer to Article 4.11								
2x OT	Refer to Article 4.11								

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



WAGE RATES — ALL EMPLOYEE: COMMERCIAL/INSTITUTIONAL

CMAW Standard All Employee Agreement - Prince Rupert

May 01, 2024 to April 30, 2027

SCHEDULE "A1.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG ALL EMPLOYEE "COMMERCIAL/INSTITUTIONAL"

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	Member Assist	
Base Rates		36.18	12%	2.80	4.24	0.25	0.20	0.04	0.05	
Journey person										
General Foreperson (GF)	125%	45.23	5.43	2.80	4.24	0.25	0.20	0.04	0.05	58.24
Foreperson (FP)	115%	41.61	4.99	2.80	4.24	0.25	0.20	0.04	0.05	54.18
Certified Journey Person (CJP)	100%	36.18	4.34	2.80	4.24	0.25	0.20	0.04	0.05	48.10
Non-Ticketed	90%	32.56	3.91	2.80	4.24	0.25	0.20	0.04	0.05	44.05
Utility Person	75%	27.14	3.26	2.80	4.24	0.25	0.20	0.04	0.05	37.98
Apprentice Carpenter										
4th Term (4th)	90%	32.56	3.91	2.80	4.24	0.25	0.20	0.04	0.05	44.05
3rd Term (3rd)	80%	28.94	3.47	2.80	4.24	0.25	0.20	0.04	0.05	39.99
2nd Term (2nd)	65%	23.52	2.82	2.80	4.24	0.25	0.20	0.04	0.05	33.92
1st Term (1st)	55%	19.90	2.39	2.80	4.24	0.25	0.20	0.04	0.05	29.87
HELPER										
up to 100 hours	55%	19.90	2.39	2.80	4.24	0.25	0.20	0.04	0.05	29.87
100 - 200 hours	60%	21.71	2.61	2.80	4.24	0.25	0.20	0.04	0.05	31.90
200 hours	65%	23.52	2.82	2.80	4.24	0.25	0.20	0.04	0.05	33.92

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

Local Union Check Off - see article 4.11

moveup

SCHEDULE "B1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 01 2024

Employer Classifications									
<<<Apprentice Carpenters>>>									
		GF/FP/CJP	Not-Ticketed	Utility	4th	3rd	2nd	1st	Helper
			90%	75%	90%	80%	65%	55%	55%-65%
Employer Contributions:									
CMAW Benefit Plan	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80
Carpentry Workers Pension Plan	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24
CMAW Administration Fund	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
CMAW Training Fund	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.58	7.58	7.58	7.58	7.58	7.58	7.58	7.58	7.58
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 4.11							
* 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	8.47	8.47	8.47	8.47	8.47	8.47	8.47	8.47
	1.5x OT	8.47	8.47	8.47	8.47	8.47	8.47	8.47	8.47
	2x OT	8.47	8.47	8.47	8.47	8.47	8.47	8.47	8.47
Total Hourly Remittance to Other Locals	ST	Refer to Article 4.11							
	1.5x OT	Refer to Article 4.11							
	2x OT	Refer to Article 4.11							

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

moveup

SCHEDULE "A1.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
ALL EMPLOYEE "COMMERCIAL/INSTITUTIONAL"

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	Member Assist	
Base Rates		38.28	12%	2.90	4.24	0.30	0.25	0.04	0.05	
Journey person										
General Foreperson (GI 125%		47.85	5.74	2.90	4.24	0.30	0.25	0.04	0.05	61.37
Foreperson (FP)	115%	44.02	5.28	2.90	4.24	0.30	0.25	0.04	0.05	57.08
Certified Journey Person (CJP)	100%	38.28	4.59	2.90	4.24	0.30	0.25	0.04	0.05	50.65
Non-Ticketed	90%	34.45	4.13	2.90	4.24	0.30	0.25	0.04	0.05	46.36
Utility Person	75%	28.71	3.45	2.90	4.24	0.30	0.25	0.04	0.05	39.94
Apprentice Carpenter										
4th Term (4th)	90%	34.45	4.13	2.90	4.24	0.30	0.25	0.04	0.05	46.36
3rd Term (3rd)	80%	30.62	3.67	2.90	4.24	0.30	0.25	0.04	0.05	42.07
2nd Term (2nd)	65%	24.88	2.99	2.90	4.24	0.30	0.25	0.04	0.05	35.65
1st Term (1st)	55%	21.05	2.53	2.90	4.24	0.30	0.25	0.04	0.05	31.36
HELPER										
up to 100 hours	55%	21.05	2.53	2.90	4.24	0.30	0.25	0.04	0.05	31.36
100 - 200 hours	60%	22.97	2.76	2.90	4.24	0.30	0.25	0.04	0.05	33.51
200 hours	65%	24.88	2.99	2.90	4.24	0.30	0.25	0.04	0.05	35.65

Effective January 1, 2025 Field Dues of \$0.95 per hour and are calculated on hours "Worked"

Local Union Check Off - see article 4.11



SCHEDULE "B1.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 01 2025

Employer Classifications									
<<<Apprentice Carpenters>>>									
	GF/FP/CJP	Not-Ticketed	Utility	4th	3rd	2nd	1st	Helper	
Employer Contributions:		90%	75%	90%	80%	65%	55%	55%-65%	
CMAW Benefit Plan	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	
Carpentry Workers Pension Plan	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	
CMAW Administration Fund	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	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
* Total Employer Contributions	7.78	7.78	7.78	7.78	7.78	7.78	7.78	7.78	
Employee Deductions:									
Field Dues	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	
Local Union Check Off				Refer to Article 4.11					
* Total Employee Deductions	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	
Total Hourly Remittance to CWF	ST	8.73	8.73	8.73	8.73	8.73	8.73	8.73	
1.5x OT		8.73	8.73	8.73	8.73	8.73	8.73	8.73	
2x OT		8.73	8.73	8.73	8.73	8.73	8.73	8.73	
Total Hourly Remittance to Other Locals	ST			Refer to Article 4.11					
1.5x OT				Refer to Article 4.11					
2x OT				Refer to Article 4.11					

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

mavep

SCHEDULE "A1.3"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG
ALL EMPLOYEE "COMMERCIAL/INSTITUTIONAL"

Effective May 1, 2026

Employee Classifications	%	Base Rate	VP/SHP (12%)	Benefit Plan	Employer Contributions					Total
					Pension Plan	Admin Fund	Training Fund	Rehab Plan	Member Assist	
Base Rates		39.86	12%	3.00	4.24	0.35	0.30	0.04	0.05	
Journey person										
General Foreperson (GI)	125%	49.83	5.98	3.00	4.24	0.35	0.30	0.04	0.05	63.79
Foreperson (FP)	115%	45.84	5.50	3.00	4.24	0.35	0.30	0.04	0.05	59.32
Certified Journey Person (CJP)	100%	39.86	4.78	3.00	4.24	0.35	0.30	0.04	0.05	52.62
Non-Ticketed	90%	35.87	4.30	3.00	4.24	0.35	0.30	0.04	0.05	48.15
Utility Person	75%	29.90	3.59	3.00	4.24	0.35	0.30	0.04	0.05	41.47
Apprentice Carpenter										
4th Term (4th)	90%	35.87	4.30	3.00	4.24	0.35	0.30	0.04	0.05	48.15
3rd Term (3rd)	80%	31.89	3.83	3.00	4.24	0.35	0.30	0.04	0.05	43.70
2nd Term (2nd)	65%	25.91	3.11	3.00	4.24	0.35	0.30	0.04	0.05	37.00
1st Term (1st)	55%	21.92	2.63	3.00	4.24	0.35	0.30	0.04	0.05	32.53
HELPER										
up to 100 hours	55%	21.92	2.63	3.00	4.24	0.35	0.30	0.04	0.05	32.53
100 - 200 hours	60%	23.92	2.87	3.00	4.24	0.35	0.30	0.04	0.05	34.77
200 hours	65%	25.91	3.11	3.00	4.24	0.35	0.30	0.04	0.05	37.00

Effective January 1, 2026 Field Dues increase to \$1.00 per hour and are calculated on hours "Worked"
Local Union Check Off - see article 4.11

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SCHEDULE "B1.3"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Effective May 01 2026

		Employer Classifications						
		<<<Apprentice Carpenters>>>						
		GF/FP/CJP	Not-Ticketed	Utility	4th	3rd	2nd	1st
Employer Contributions:			90%	75%	90%	80%	65%	55%
CMAW Benefit Plan	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Carpentry Workers Pension Plan	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24
CMAW Administration Fund	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
CMAW Training Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Member Assistance	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
* Total Employer Contributions	7.98	7.98	7.98	7.98	7.98	7.98	7.98	7.98
Employee Deductions:								
Field Dues	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Local Union Check Off								
* Total Employee Deductions	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Hourly Remittance to CWF		ST 8.98	8.98	8.98	8.98	8.98	8.98	8.98
	1.5x OT	8.98	8.98	8.98	8.98	8.98	8.98	8.98
	2x OT	8.98	8.98	8.98	8.98	8.98	8.98	8.98
Total Hourly Remittance to Other Locals								
	ST							
	1.5x OT							
	2x OT							

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

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