

BCRCC CRAFT CARPENTERS STANDARD INDUSTRIAL AGREEMENT

By and Between:

British Columbia Regional Council of Carpenters (BCRCC)

(On behalf of its affiliated Local Unions)

(the "Union")

And:

Construction Labour Relations Association of BC (CLR)

* (On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU.)

* Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR.
As interpreted by the Arbitration Decision B.C.C.A.A. No. 164

(the "Employer")

(collectively, the "Parties")

May 1, 2023 to April 30, 2026

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ARTICLE 1.000 - OBJECTS

The objects of this Agreement are to establish fair, reasonable and safe working conditions which will provide a mutually beneficial employment relationship between Employees and Employers; an effective training strategy which will contribute to the development of a qualified and multi-skilled workforce that will elevate the trade; a mutually agreed upon method to facilitate the peaceful resolution of all disputes and grievances; prevent strikes and lockouts; and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the industry.

ARTICLE 2.000 – EFFECTIVE DATE AND DURATION

- 2.100** This Agreement shall be for the period from and including May 1, 2023, to and including April 30, 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 this Agreement, which is April 30, 2026, or immediately preceding the last day of April in any year thereafter, by written notice to require the other Party to this 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* are hereby excluded.
- 2.400** A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 - EXTENT

3.100 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

3.200 Management Rights and Subcontracting

The Employer has the right to operate and manage its business in all respects, including subcontracting, subject only to the limitations expressly stated within this Agreement.

The Employer shall not subcontract work which is governed by this Agreement, including scaffold work, except to a BCRCC or Construction Maintenance and Allied Workers Canada signatory employer(s). The Parties agree that the work jurisdiction referenced within Article 3.302(c) is not governed by this Agreement.

3.300 Application, Work Jurisdiction and Affiliation

Without restricting Article 3.000 in any way, the Parties expressly agree to the following.

3.301 Application

This Agreement shall govern only industrial work which is within the work jurisdiction of the carpenter and which is being performed in the province of British Columbia by bargaining unit members who are Employees of the Employer on a project. Refer to Articles 3.301(a), 3.301(b) and 3.302 for important exceptions to and clarification of the foregoing.

- (a) Where an employer is bidding Industrial work in the Lower Mainland and deems it necessary to bid this work at terms less than the Industrial agreement to be competitive with one or more non-building trade signatory contractors bidding the work they will notify the Union as soon as possible during the bid process. Where the Parties are not able to agree on enabled terms to make this bid competitive the terms of the C/I Agreement shall apply with the exception of whether employer contributions are calculated on Hours Earned which shall be in accordance with the Industrial Agreement. In addition, the "Alternate" Lower Mainland Industrial rates will apply to the work.
- (b) The BCRCC All Employee Standard Industrial Agreement, plus Articles 4.606 and 4.607 of this Agreement, shall govern any/all scaffold work which may be self performed by an Employer signatory to this Agreement. Notwithstanding the foregoing, an Employer retains the right to self perform "secondary or supplementary" scaffold work under the terms of this Agreement providing the crew used to perform such work consists primarily of individuals who have historically worked as carpenters (as opposed to scaffolders). The Parties agree that where scaffold work constitutes the predominant portion of the total work on a project, such scaffold work shall not be considered as being "secondary or supplementary".

3.302 Work Jurisdiction

- (a) The work jurisdiction of the carpenter shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan.
- (b) All work performed within the work jurisdiction of the carpenter shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement. One (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.
- (c) The Employer shall have no restriction/limitation with respect to self performing the work jurisdiction of the carpenter lather, floorlayer, millwright and/or piledriver.

3.303 Affiliation

- (a) 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 rendering assistance to labour organizations, and/or 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.

- (b) The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.
- (c) Without restricting/limiting the application of Article 3.303(b), the Union shall not attempt to exert pressure upon an Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the *Labour Relations Code*.

ARTICLE 4.000 – MONETARY PACKAGE

4.100 Monetary Package

The following increases shall apply to the Journeyperson classification during the term of this Agreement. All other classifications will be re-calculated accordingly. These increases will be distributed between wages, vacation/HP and employer contributions. The allocation will be provided to the Employer by the Union with sufficient notice prior to the effective date of the increase in order for the Employer's payroll department to be able to institute the change. The monetary package for the Journeyperson will be increased by an amount equal to the specified percentage of the Wage Rate.

Effective May 28, 2023 – 7.5%

Effective October 29, 2023 – 2.5%

Effective April 28, 2024 – 4.5%

Effective May 4, 2025 – 4.5%

4.200 Allocation of Monetary Package

No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to employer contributions (inclusive of the Union Benefit Plan, the Union Pension Plan, and all other employer contributions) without the prior mutual agreement, in writing, of the Parties. Such mutual agreement shall not be unreasonably withheld.

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 Schedules "A" shall apply to all work performed in accordance with this Agreement. Refer to Articles 4.302 through 4.304 for important clarifications and exceptions.

4.302 First Aid Attendant

An Employee who acts as a First Aid Attendant shall have their otherwise applicable straight time hourly wage rate increased by seventy-five cents (\$0.75) (effective May 28, 2023 one dollar and fifty cents (\$1.50)) per hour earned.

4.303 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 fifty cents (\$0.50) (effective May 28, 2023 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.

4.304 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 4.304(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 their station of work. Nothing in Article 4.304(a) shall be construed or interpreted in such manner as would 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 4.304(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. 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

Unless otherwise restricted elsewhere within this Agreement, all employee classifications shall be entitled to receive annual vacation pay, statutory holiday pay, overtime premiums, shift premiums, travel allowances and any/all other premiums and/or allowances provided pursuant to this Agreement.

4.401 General Foreperson (GFP)

A General Foreperson position may be established at the sole discretion of the Employer if they feel a project warrants it. The rate for a General Foreperson shall be not less than one hundred and twenty-five percent (125%) of the applicable Certified Journeyperson minimum straight time hourly rate.

4.402 Foreperson (FP)

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/are regularly assigned.

- (a) 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 Certified Journeyman minimum straight time hourly wage rate on the project.

4.403 Certified Journeyman (CJP)

A Certified Journeyman shall be defined as an individual who possesses a valid Carpenters TQ certificate.

4.404 Uncertified Journeyman (UJP)

An Uncertified Journeyman shall be defined as an Employee who does not possess a valid Carpenters TQ and is not registered as a duly indentured Apprentice and has nine thousand five hundred and forty (9,540) provable hours of experience in the trade.

4.405 Skilled Carpenter (SC)

A Skilled Carpenter (SC) shall be defined as an individual who does not possess a valid Carpenters TQ certificate and is not registered as a duly indentured Carpenter Apprentice within Canada.

- (a) There shall be eight (8) Skilled Carpenter classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each SC after having judged such individual's competency, merit and ability.
- (b) The minimum straight time hourly wage rate for an SC shall be the applicable percentage of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

Level 1 SC = 55%	Level 5 SC = 75%
Level 2 SC = 60%	Level 6 SC = 80%
Level 3 SC = 65%	Level 7 SC = 85%
Level 4 SC = 70%	Level 8 SC = 90%

- (c) Refer to Schedules "A" and "B" for a breakdown of the eight (8) SC monetary packages.

4.406 Apprentice

An Apprentice shall be defined as an individual who is registered as a duly indentured Carpenter Apprentice within Canada.

- (a) There shall be eight (8) Apprentice classifications. The Employer shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. 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 Certified Journeyman minimum straight time hourly wage rate on the project.

1 st Term Apprentice = 55%	5 th Term Apprentice = 75%
2 nd Term Apprentice = 60%	6 th Term Apprentice = 80%
3 rd Term Apprentice = 65%	7 th Term Apprentice = 85%
4 th Term Apprentice = 70%	8 th Term Apprentice = 90%

Advancement from one apprentice level to another shall be based on the completion of seven hundred and ninety-five (795) hours of work. In addition, advancement to the 3rd, 5th, 7th terms and Certified Journeyman require completion of the appropriate technical training. An Apprentice shall not be denied advancement from one term to another because their Employer did not provide time away from work to complete technical training or because a space in the technical training course was not available; however, an Employee advanced in this circumstance must attend the next available technical training opportunity.

- (c) Refer to Schedules "A" and "B" for a breakdown of the eight (8) Apprentice monetary packages.

4.407 Material Handler/Pre-Apprentice

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) The Parties recognize the importance of recruiting future Apprentices. The Material Handler/Pre-Apprentice classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Material Handler/Pre-Apprentice shall, in the case of competent workers, be a possible source of future Apprentices.
- (b) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be fifty percent (50%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

Annual vacation pay and statutory holiday pay shall be combined at the total rate of twelve percent (12%) of wages earned, 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 6.303 and Appendix "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 Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at 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 Schedules "B" shall apply to all work performed in accordance with this Agreement. All employer contributions except for contributions to the Union Benefit Plan and the Union Pension Plan shall be calculated on the basis of hours worked. Contributions to the Union Benefit Plan and the Union Pension Plan shall be calculated on the basis of hours earned.

4.601 Union Benefit Plan

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 Schedules "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 Schedules "B". No employer contribution to the Union Pension Plan shall be required on behalf of a Material Handler/Pre-Apprentice.
- (b) The Employer will cease Pension Contribution for any Employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be paid to the Employee as wages which shall not attract vacation or holiday pay.

4.603 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute the required amount(s), inclusive of GST, to the CAF 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 "B". CLR may alter the required amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the monthly report to the administrator because of a change in the employer contribution to the CAF.
- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the monthly report to the administrator. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.604 Carpentry Employers Association of BC (CEA)

- (a) The Employer shall contribute the required amount(s) to CEA 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 "B". CEA may alter the required amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to CEA, without exception, all monies designated for CEA and received in accordance with the monthly report to the administrator. Payment to CEA shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

4.605 BC Construction Industry Rehabilitation Plan (CIRP)

The Employer shall contribute the required amount(s) to the CIRP 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 "B".

4.606 Jurisdictional Assignment Plan (JA Plan)

- (a) The Employer shall contribute the required amount(s) to the JA 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 Schedules "B".
- (b) The JA Plan, as agreed to between the BCBT and CLR, shall be binding upon the Parties. Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JA Plan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union

has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

4.607 BCBCBTU

The Employer shall contribute the required amount(s) to the BCBCBTU 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 "B". This contribution shall continue only for as long as the BCBCBTU bargaining structure continues to exist pursuant to the *Labour Relations Code*.

4.608 Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy)

- (a) The Employer shall contribute the required amount(s) to the BCD&A Drug & Alcohol Program Society (D&A Society) 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 "B".
- (b) The D&A Policy, as agreed to between the BCBCBTU and CLR shall be binding upon the Parties. In particular, the Parties shall be bound by the decisions of the D&A Society with respect to the implementation of an Industry Employee and Family Assistance Program (EFAP) providing such decisions have been endorsed by both the BCBCBTU and CLR.

4.609 Union Training Fund

The Employer shall contribute the required amount to the Union Training Fund in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be stipulated within Schedules "B".

4.700 Employee Deductions

4.701 Union Dues and Deductions

The Employer shall deduct Union dues in such amount(s) as the Union directs and shall forward such deductions in the manner set forth in Article 5.000. The Union may alter the deduction amounts or implement any new Employee deduction by providing the Employer with sixty (60) calendar days' written notice. All employee deductions other than the deduction for CIRP shall be calculated on the basis of hours earned.

4.702 BC Construction Industry Rehabilitation Plan (CIRP)

The Employer shall deduct the required amount(s) from each Employee's pay and remit the deduction to the CIRP in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B".

4.800 Payment of Wages

All payroll shall be processed in a manner consistent with CRA regulations.

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 (e.g. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an Employee at the time of termination of employment. Alternatively, in the event the Employer is unable to pay all monies which are owing to an Employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.

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. Such statement may be provided electronically via email. Where the pay statement is provided electronically, the Employer shall provide, through the workplace, confidential access to the electronic wage statement, and a means of making a paper copy of that wage statement.

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 their usual wages and conditions until there is compliance with the conditions.

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 Schedules “B”.

5.102 Such Employer remittance shall:

- (a) be made by a single payment, payable to the Union designated Plan Administrator, 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 Union designated Plan Administrator not later than the fifteenth (15th) day of the month following that for which such payments are payable.

- 5.103** (a) The Union designated Plan Administrator shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.
- (b) The Union may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated and/or distributed.

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. 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/or employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion,

take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

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

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the monthly report to the administrator, and the Union shall bear the cost of producing such report except in accordance with Article 4.603(a).

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 7:00 am Monday and 3:30 pm Friday, and the regular work day shall be as per the following schedule:

Straight Time:	7:00 a.m. to 11:00 a.m.	4.0 hours
Meal:	11:00 a.m. to 11:30 a.m.	0 hours
Straight Time	11:30 a.m. to 3:30 p.m.	4.0 hours
Total Straight Time Hours:		8.0 hours

6.103 Starting and Stopping Times

- (a)** This Article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.
- (i)** The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.
- (ii)** The starting and stopping time on a project may be varied by a maximum of two (2) hours later than the otherwise required start time of the shift at the Employer's discretion.
- (iii)** The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b)** The starting time of the Employees shall be from the designated "lay down" area, 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

- (a) The Employer shall provide an Employee with one (1) hours' notice of termination, or one (1) hours' pay in lieu thereof. The Employee shall use such notice to gather their personal tools and prepare such tools for the next project.
- (b) Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

6.200 Overtime Hours

Overtime work shall be voluntary and no Employee shall be discriminated against for refusal to work 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** All other overtime hours, including all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.
- 6.203** A minimum break of eight (8) hours shall be provided to an Employee between the end of one (1) working shift and the commencement of such Employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such Employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

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 (7:00 am to 5:30 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 (5:30 pm to 4:00 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) Refer also to Article 6.103(a).

6.302 Overtime

Overtime work shall be voluntary and no Employee shall be discriminated against for refusal to work overtime hours.

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

6.303 Statutory Holidays

Article 6.303 shall supersede Article 4.503(a).

- (a) All statutory holidays which occur during a compressed work week schedule shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. 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.
- (b) All statutory holidays which occur on a regularly scheduled work day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an Employee shall retain sole discretion to decline to work on the actual statutory holiday date and shall not be discriminated against for doing so.

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 shift 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. Where these shifts are not maintained for these consecutive working days, all time shall be paid at overtime rates.

6.402 Shift Premiums

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all other classifications based on their percentage of the equivalent Certified

Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

Day Shift No shift premium.

Afternoon Shift The Certified Journeyman rate shall be increased by four dollars (\$4.00) per hour worked on any shift which commences after 9:00 a.m. but before 8:30 p.m.

Night Shift The Certified Journeyman rate shall be increased by four dollars (\$4.00) per hour worked on any shift which commences on or after 8:30 pm but on or before 1:00 am.

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. 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 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.

6.503 In the event an Employee reports to work after the scheduled start time of their shift, and/or elects to leave work prior to the scheduled completion of their shift, such Employee shall only be paid for actual hours worked.

6.600 Pre-Access Drug and Alcohol Testing

Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

6.700 Online Orientation/Indoctrination

Where an Employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the Employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

6.800 Rest Breaks

6.801 Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. 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 6.802.

- 6.802** Only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each 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 days' shift.
- 6.803** Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

6.900 Meal Breaks

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

One (1) meal break of one-half (½) hour shall be provided on all 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.

6.902 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 Appendix "C" for details.

ARTICLE 7.000 – TRAVEL ALLOWANCES AND OUT-OF-TOWN PROJECTS

7.100 Local Resident Employee

Refer to Appendix "A" for definition of both Local Resident Employee and Lower Mainland/Fraser Valley.

7.101 No daily travel allowance shall be payable to any Local Resident Employee on any project located inside the Lower Mainland/Fraser Valley.

7.102 (a) A daily travel allowance shall be paid to any Local Resident Employee who uses their own vehicle to travel daily from their place of residence to a project located outside of the Lower Mainland/Fraser Valley.

(b) Such allowance shall be payable in accordance with the following schedule.

First forty (40) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	sixty-eight cents (\$0.68)

This per road kilometre amount shall be adjusted annually to reflect the maximum allowable tax-free rate for mileage expense reimbursement as published by the Canada Revenue agency.

7.200 Non Local Resident Employee - Initial and Terminal Travel Allowance

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

7.201 (a) The Employer shall pay an initial and terminal travel allowance of sixty-eight cents (\$0.68) per kilometre to any non local resident who is directed or dispatched to an out-of-town project. This amount shall be adjusted annually to reflect the maximum allowable tax-free rate for mileage expense reimbursement as published by the Canada Revenue Agency. Refer to Article 7.202 for further clarification and exceptions.

(b) Such allowance shall be payable each way, and the distance travelled shall be calculated using Google Maps from the Employee's place of residence in B.C. or the Yukon Territory to/from the project, via the most direct route. Should an Employee's residence be outside those boundaries, the distance will be measured from the point the Employee first enters the Province of British Columbia or the Yukon Territory while following the most direct route to the jobsite. A non Local Resident Employee shall not alter their residence of record with an intention to increase the travel allowance which would otherwise apply. In the event of a dispute, the Parties agree that a non Local Resident Employee's home address on file with the Union office shall prevail and a PO Box shall not constitute a residence or home address.

7.202 Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into two (2) days they will be reimbursed their actual costs for one (1) night accommodation plus meals up to the value of one (1) days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer. This allowance shall be payable for both initial and terminal travel.

7.203 (a) Ferry Fares

The Employer shall reimburse a non Local Resident Employee, upon the submission of the appropriate receipts, for any/all ferry fares which are incurred in the course of initial and terminal travel. Such ferry fares shall be limited to one (1) standard length/height vehicle plus driver, each way. Tolls shall not be a reimbursable expense.

(b) Air Travel

Where a non Local Resident 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 non Local Resident Employee's place of residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. The Employer shall not direct a non Local Resident Employee to fly "standby".
- (iii) The non Local Resident 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 non Local Resident 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 non Local Resident 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 a non Local Resident Employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses (e.g. ferry fares, etc.) within seven (7) calendar days of their first shift on the project. 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 a non Local Resident Employee voluntarily terminates their own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the non Local Resident Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the non Local Resident Employee's final pay cheque.

7.204 If the Employer fails to provide work and requires an Employee to standby for more than two (2) consecutive working days in any work week, the Employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

7.300 Non Local Resident Employee - Room and Board

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

7.301 Each non Local Resident 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 non Local Resident Employee's employment on such project. The choice of options shall be at the sole discretion of the non Local Resident Employee, and the

non Local Resident Employee shall provide the Employer with written notice of their selection upon request. The Employer shall likewise provide a copy of the non Local Resident 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:

The Employer shall provide a non Local Resident Employee with a daily lump sum Living Out Allowance (LOA) of two hundred dollars (\$200.00).

Option #2:

(a) The Employer shall provide a non Local Resident Employee with a single room plus an eighty seven dollar and fifty cent (\$87.50) daily meal allowance. Effective May 1, 2024 this amount shall be increased to ninety dollars (\$90.00). Effective May 1, 2025 this amount shall be increased to ninety-two dollars and fifty cents (\$92.50).

(b) No daily travel time shall be paid to a non Local Resident 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 shall be paid, each way, to/from the forty (40) road kilometre boundary to the project, pursuant to the following schedule.

First forty (40) road kilometres,
each way, each day

not applicable

All additional road kilometres,
each way, each day

sixty-eight cents (\$0.68)

(iii) If the non Local Resident Employee(s) requested to use air travel to the project in accordance with Article 7.202(b), Employer supplied transportation shall be provided to the non Local Resident Employee(s) to/from the project on a daily basis.

(iv) If the non Local Resident Employee(s) did not request to use air travel to the project in accordance with Article 7.203 (b), no Employer supplied transportation shall be provided to the non Local Resident Employee(s) to/from the project on a daily basis, and the non Local Resident Employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.

(v) Any non Local Resident Employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

7.302 If a non Local Resident Employee resides more than seventy (70) kilometres from the project and such non Local Resident Employee would otherwise be required to travel daily between the project and their residence between November 1st through April 30th annually, such non Local Resident Employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project. 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 non Local Resident Employee whether or not their request has been mutually agreed to. The Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the non Local Resident Employee due to inclement winter road conditions.
- (b) If the project is designated as a temporary out-of-town project, the non Local Resident Employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.301, and shall no longer travel daily between the project and their residence.

7.400 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.

7.500 Periodic Leave and Compassionate Leave

- 7.501 (a)** On out-of-town projects of over thirty-five (35) calendar days duration, a periodic leave shall be made available to non Local Resident Employees every twenty-eight (28) calendar days. Qualification requires five (5) days of work following the leave or payment.
- (b)** Where a turnaround is provided, the Employee shall receive an allowance based on the distance from the job site to their residence once for each turnaround. The rate will be based on the maximum tax-free mileage rate established annually by the Canada Revenue Agency. The allowance will be calculated by multiplying the midpoint of each mileage rate by the posted mileage amount. These amounts will be updated on the same date as changes to the mileage amount are effective.

0 km to 249 km	n/a
250 km to 500 km	\$255.00
501 km to 750 km	\$425.00
751 km to 1,000 km	\$595.00
over 1,000 km	\$680.00

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

- 7.502 (a)** 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 non Local Resident Employee.
- (b)** The timing of such periodic leave shall be decided by mutual agreement. Living Out Allowances shall not be paid during leave periods.
- 7.503 (a)** For the purposes of Article 7.500, 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 non Local Resident Employee's place of residence.
- (b)** 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 non Local Resident Employee and Employer subject to the same qualifiers provided in the periodic leave.
- 7.504 (a)** A non Local Resident Employee who resides within the province of BC shall only receive leave if they return to the transportation terminal nearest their residence.
- (b)** A non Local Resident 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.
- 7.505** There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.
- 7.506** Interpretations contained within Article 7.500 shall not be applied to any other provision contained within this Agreement.

7.600 Camp Projects

7.601 Accommodations

- (a)** Camp accommodations, when supplied, shall meet the standards and requirements of the BC Construction Camp Rules and Regulations, 2008-2014 (By and Between BCYT-BCTC and CLR), as amended from time to time. A non Local Resident 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 non Local Resident 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 non Local Resident Employee.

7.602 Weekend Checkout

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

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

7.700 Marshalling Points

7.701 On camp projects, Employees may be required to walk to and from the worksite when the camp is two thousand five hundred (2,500) feet or closer to the worksite. No walking time shall be paid. If the worksite is further than two thousand five hundred (2,500) feet from the camp, the Employer shall supply transportation. Travel time exceeding thirty (30) minutes either way in the Employer supplied transportation will be paid at the minimum straight time hourly rate.

7.702 Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of return to that point on conclusion of work, excluding the meal period where applicable, shall be paid at the applicable straight time or overtime hourly wage rate.

ARTICLE 8.000 – HIRING AND MOBILITY OF WORKFORCE

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 Parties.

8.100 Hiring

8.101 The Union shall assist the Employer in supplying qualified prospective Employees. The Employer and the Union acknowledge the importance of hiring local residents and commit to giving consideration to local residents when staffing projects.

8.102 The Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work.

8.103 (a) There shall be no restrictions/limitations on the Employer's right to hire, including but not limited to the Employer's right to hire via name request.

(b) Whenever the Employer hires an individual who is not a Union member, such individual shall make application to become a Union member within fourteen (14) calendar days of hire and the Union shall accept such individual into its

membership unless the Parties mutually agree, in writing, to the contrary. All terms and conditions of this Agreement shall otherwise apply from date of hire.

8.104 In the event an Employee ceases to be a member in good standing of the Union, the Employer shall terminate the employment of such Employee upon receiving written confirmation and direction to do so from the Union.

8.105 Any Employee hired and/or transferred in accordance with Article 8.000 shall be deemed to have been properly dispatched by the Union and the Union shall ensure that the appropriate dispatch paperwork is supplied to the Employer in a timely manner.

8.200 Mobility

There shall be no restrictions/limitations on the Employer's right to transfer existing Employees from one (1) project to another throughout the province. When a non Local Resident Employee(s) is transferred between two (2) out-of-town projects the following standard shall apply.

- > Initial travel allowance shall be paid to the non Local Resident Employee from their point of dispatch to the first project in accordance with Article 7.200, and
- > The effective "per road kilometre" travel allowance rate pursuant to Article 7.102(b) shall be paid to the non Local Resident Employee for all road kilometres travelled, one (1) way, from the first project to the second project, and
- > Terminal travel allowance shall be paid to the non Local Resident Employee from the second or subsequent project back to their place of residence in accordance with Article 7.200.

8.300 Differentiation of Employee Classifications

The Union shall not make any attempt to dispatch an Employee of a different Employee classification (i.e. Foreperson, Certified Journeyman, Uncertified Journeyman, Skilled Carpenter, Apprentice, and/or Material Handler/Pre-Apprentice) than was requested by the Employer. In particular, the Union shall not make any attempt to restrict/limit or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.403(a).

8.400 Reduction in Project Crew

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

8.402 (a) When ten (10) or more Employees are employed on a project, continued employment shall be given to Job Stewards.

(b) When less than ten (10) Employees are employed on a project and it is necessary for the employer to reduce the size of the project crew, preference of continued employment shall be given to the Job Stewards.

8.500 Rehiring of Injured Employees

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

ARTICLE 9.000 – JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

9.101 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 their duties.

9.104 Refer also to Article 8.402 regarding preference for continued employment of Job Stewards.

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 Leaves of Absence**9.301 Union Leave**

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.

9.302 Military Leave

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

9.303 Pregnancy and Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

9.304 Illness or Injury Leave

Employees are entitled to illness or injury leave in accordance with the terms of the *Employment Standards Act* in effect on January 1, 2023.

ARTICLE 10.000 – HEALTH AND SAFETY

10.100 Safety Equipment

- 10.101 (a)** The Employer shall supply to Employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (e.g CSA approved hard hat, CSA approved footwear, rubber clothing, etc.). Only safety belts with leg and shoulder straps are to be used.
- (b)** An Employee may use their own CSA approved safety harness and lanyard, providing such equipment is in satisfactory condition and has been approved for use by the Employer. Where an Employee chooses to use an Employer supplied safety harness and lanyard, such Employee shall return such harness and lanyard in good condition when asked to do so or upon termination of employment.
- (c)** The Employer may deduct the cost of Employer supplied safety equipment from an Employee's pay cheque if such equipment is not returned.

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 in accordance with Article 10.101.

10.104 All safety equipment and clothing that is provided by the Employer under this Agreement will be correct fitting for every individual body type, size and gender when available.

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 (a) Any refusal by an Employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal.

(b) Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for termination.

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 WSBC 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 WSBC 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 WSBC, 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 Occupational First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift.

10.403 Refer also to Article 8.500 and Article 11.502.

ARTICLE 11.000 – WORKING CONDITIONS

11.100 Harassment and Discrimination

Employees shall have the right to work in an environment free from harassment. In addition, discrimination under the prohibited grounds of the BC *Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

11.200 Project Facilities

11.201 Toilets

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fibreglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every fifteen (15) building trades persons 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 of an emergency nature shall be relayed immediately. No Employee except for the Job Steward (while doing business as the Job Steward) shall be permitted to use a personal cell phone during working hours, excluding rest and meal breaks, except in case of an emergency.

11.204 Cell Phone Apps

No Employee shall be required to install any app on their personal phone as a condition of employment.

11.205 Clean Up Facilities

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

11.300 Lockup

The Employer shall not be required to provide a lockup on any project of short term duration unless it is economically practical to do so. On all other projects, the following standards shall apply.

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 their 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. 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 An Employee shall provide the ordinary tools of their trade.

11.504 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.

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

11.600 Loss of Tools

11.601 The Employer shall request, in writing, that each Employee submit a written inventory of their tools and working apparel to the Employer on a project by project basis. It is strongly encouraged that the Employer make such request prior to each Employee's commencement of work on a project, but such request can be made at any time. Regardless, in the event of a dispute, the Employer shall have the burden to prove if and/or when such request was made to each Employee.

- 11.602 (a)** If the Employee submits their written inventory prior to date of loss, or in the event the Employer did not fulfill its responsibility in accordance with Article 11.601 prior to date of loss, 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.
- (b)** However, in the event the Employer did fulfill its responsibility in accordance with Article 11.601, but the Employee had not yet submitted their written inventory prior to date of loss, the Employer shall have no obligation to replace the Employee's tools and working apparel.
- (c)** In order to ensure there is no dispute over if and/or when the Employee submitted their inventory, the Employee shall have the Employer initial and date a copy when the original inventory is submitted and shall retain such copy on file for reference purposes.

ARTICLE 12.000 – JOINT LABOUR/MANAGEMENT MEETINGS

The Parties may meet to address issues of mutual interest and importance. Such meeting(s) shall be scheduled on an "as needed basis". Any proposed changes to this Agreement which are mutually agreed to by the Parties at such meeting(s) shall be in writing, but shall not be implemented unless/until such changes are duly ratified by the Parties.

ARTICLE 13.000 – ENABLING PROVISIONS

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. It shall be a violation of this Agreement for the Parties to agree to the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR (e.g. Rehabilitation Fund) or individual dues to umbrella organizations, without the specific prior written consent of the BCBCBTU and CLR.

13.102 Article 13.000 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. Refer to Article 13.103 for further details and examples.

13.103 The following example is offered to clarify the intent of Article 13.102. It is not meant to be inclusive of every possible situation, but merely to illustrate potential circumstances which could ultimately arise.

- > If the Union provides competitive relief (e.g. reduction of rates, relaxation of crewing ratio restrictions, suspension of premiums, broadening of start time flexibility, mobility of members, etc.), but makes such relief contingent upon the Employer purchasing material from a Union signatory supplier, and/or waiving their right to utilize existing name request and/or recall provisions, then such contingency shall not be enforceable.

13.200 Participation

13.201 In recognition of the close working relationship on projects between the Union and other BCBCBTU affiliates, the Parties acknowledge the need for enabling relief to be generally consistent. As a result, the Parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the Parties also acknowledge the individual autonomy of the Union and agree that nothing herein shall be interpreted as an agreement to limit that autonomy in any way.

13.202 Unless otherwise mutually agreed to in writing by the Parties, neither the Union nor an individual Union Local(s) shall decline to participate in good faith in the process contemplated by Article 13.000 of this Agreement. The Parties expressly agree that the Union and/or an individual local(s) of the Union would be in violation of foregoing if the Union and/or an individual local(s) of the Union were to decline an Employer's enabling request pursuant to either a formal or informal (i.e. blanket) policy of refusal. Individual union members shall retain the right to refuse a dispatch to an enabled project, but neither the Union nor an individual local(s) of the Union shall encourage or otherwise counsel its members to do so.

ARTICLE 14.000 – GRIEVANCE PROCEDURE

14.100 Definition

- 14.101 (a)** 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.
- (b)** The party initiating a grievance shall be referred to herein as the aggrieved party. The other party to a grievance shall be referred to as the responding party.

14.102 The two (2) parties to any formal grievance shall be the two (2) parties signatory to this Agreement, namely the Union and CLR (acting on its own behalf and/or on behalf of its respective signatory member Employer(s)). The parties expressly agree that an individual local(s) of the Union does not have the right to initiate a formal grievance unless/until such grievance has been duly authorized in accordance with the Union’s prevailing policy(s), where such prevailing policy(s) exist. Likewise, the parties expressly agree that an individual Employer does not have the right to unilaterally initiate or defend a formal grievance on its own behalf without the prior written authorization of CLR.

14.200 Time Limits

14.201 In order to initiate a formal grievance, the aggrieved party must provide written notification to the responding party within thirty (30) calendar days of the date on which the underlying “difference” is alleged to have occurred. Such notification shall include all relevant particulars of the formal grievance and all relevant and reliance documentation. The parties expressly agree that a formal grievance shall not be deemed to have been initiated unless/until the responding party has actually received a copy of the required written notification from the aggrieved party. All time limits shall be strictly enforced.

14.202 In the event of an alleged error on a pay cheque, such “difference” shall be deemed to have occurred on the date the pay cheque stub was made available to the aggrieved Employee(s). Likewise, in the event of an alleged error on the Employer’s monthly remittance report, such “difference” shall be deemed to have occurred on the date the remittance report was received by the Union.

14.300 Step 1 (Informal Resolution)

Once a formal grievance has been initiated, the parties shall make a concerted good faith effort to work out a mutually agreeable resolution. Unless otherwise mutually agreed by the parties in writing, the aggrieved party shall be deemed to have abandoned the formal grievance in the event notice of referral to Mr. Michael Fleming (in accordance with Article 14.400) has not been received by the responding party within sixty (60) calendar days of the date on which the underlying “difference” is alleged to have occurred. Refer to Article 14.202 for clarification on the interpretation of “occurred”.

14.400 Step 2 (Formal Resolution)

The parties expressly agree that the Step 2 is an integral component of the Grievance Procedure in accordance with this Agreement.

If the parties are unable to work out a mutually agreeable resolution in accordance with Article 14.300, either party may refer the formal grievance to Mr. Michael Fleming for final and conclusive determination as follows. Notice of such referral shall be provided, in writing, to both the responding party and Mr. Fleming. In the event Mr. Fleming is not available to the parties, the parties shall mutually agree upon a replacement. (Note: The parties expressly agree that all references to Mr. Michael Fleming within Article 14.000 shall be interpreted as "Mr. Fleming or his replacement" in the event a replacement for Mr. Fleming is mutually agreed upon in accordance with such Article.)

14.401 Mr. Fleming shall meet with the parties and shall attempt to facilitate a mutually agreeable resolution.

14.402 (a) In the event Mr. Fleming is unable to facilitate a mutually agreeable resolution in accordance with Article 14.401, each party shall be required to submit a proposed determination/award, in writing, to Mr. Fleming. Mr. Fleming shall determine his own procedure, including timing, for such submissions. Upon receipt of both proposed determinations/awards, Mr. Fleming shall provide a copy to each party.

(b) Mr. Fleming shall consider the relative merits of each of the proposed determinations/awards, and shall select one (1) of the proposed determinations/awards in its entirety, and may not impose any alternative and/or modified determination/award without the prior mutual agreement of the parties.

(c) Mr. Fleming shall provide a summary of the reasons for his decision within his award.

14.403 Mr. Fleming shall have and may exercise all powers of a mediator/arbitrator pursuant to the *Labour Relations Code*.

14.404 The parties may mutually agree, in writing, to any other grievance resolution procedure which they agree is appropriate under the circumstances.

14.500 Expenses

Each party shall be responsible for one hundred percent (100%) of any/all "party specific" costs, and fifty percent (50%) of any/all "joint" costs, which may be incurred during the informal and formal grievance resolution process.

ARTICLE 15.000 – SAVINGS CLAUSE

15.100 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.

15.200 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.

15.300 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.

SIGNATURE OF PARTIES

Dated this 6 day of December, 2023

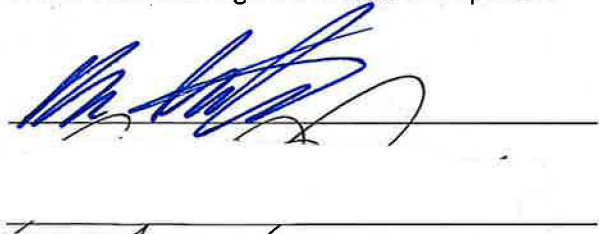
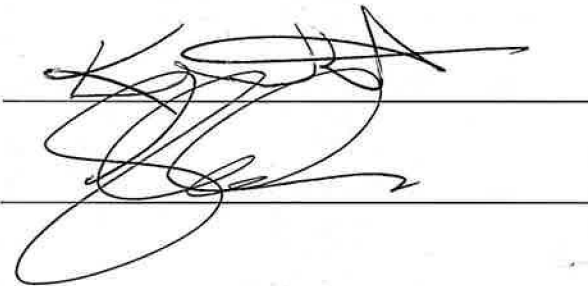
Dated this 5 day of December, 2023

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations Association of BC

British Columbia Regional Council of Carpenters



SCHEDULE "A1.1"

INSIDE LOWER MAINLAND/FRASER VALLEY
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those superseded by the LM/FM exemption. Refer to Article 3.301(a) for details.

"Inside" Lower Mainland/Fraser Valley

Effective May 28, 2023

Employee Classifications:	%	Base Rate	VP/SHP 12%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan ¹	Training Fund	CAF	CEA	CIRP	JA Plan	BCBCBTU	D&A Society	
Journeyman													
General Foreperson (GFP)	125%	57.74	6.93	2.10	5.14	0.65	0.13	0.10	0.04	0.01	0.05	0.01	72.90
Foreperson (FP)	115%	53.12	6.37	2.10	4.93	0.65	0.13	0.10	0.04	0.01	0.05	0.01	67.51
Certified (CJP)	100%	46.19	5.54	2.10	4.28	0.65	0.13	0.10	0.04	0.01	0.05	0.01	59.10
Uncertified (UJP)	90%	41.57	4.99	2.10	3.86	0.65	0.13	0.10	0.04	0.01	0.05	0.01	53.51
Apprentice or Skilled Carpenter (SC)													
8 th Term or Level 8	90%	41.57	4.99	2.10	2.70	0.65	0.13	0.10	0.04	0.01	0.05	0.01	52.35
7 th Term or Level 7	85%	39.26	4.71	2.10	2.55	0.65	0.13	0.10	0.04	0.01	0.05	0.01	49.61
6 th Term or Level 6	80%	36.95	4.43	2.10	2.25	0.65	0.13	0.10	0.04	0.01	0.05	0.01	46.72
5 th Term or Level 5	75%	34.64	4.16	2.10	2.10	0.65	0.13	0.10	0.04	0.01	0.05	0.01	43.99
4 th Term or Level 4	70%	32.33	3.88	2.10	1.95	0.65	0.13	0.10	0.04	0.01	0.05	0.01	41.25
3 rd Term or Level 3	65%	30.02	3.60	2.10	1.80	0.65	0.13	0.10	0.04	0.01	0.05	0.01	38.51
2 nd Term or Level 2	60%	27.71	3.33	2.10	1.65	0.65	0.13	0.10	0.04	0.01	0.05	0.01	35.78
1 st Term or Level 1	55%	25.40	3.05	2.10	1.50	0.65	0.13	0.10	0.04	0.01	0.05	0.01	33.04
Material Handler (MH)	50%	23.10	2.77	2.10	n/a	0.65	0.13	0.10	0.04	0.01	0.05	0.01	28.96

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

SCHEDULE "A1.2"

INSIDE LOWER MAINLAND/FRASER VALLEY
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.2" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those superseded by the LM/FM exemption. Refer to Article 3.301(a) for details.

"Inside" Lower Mainland/Fraser Valley

Effective October 29, 2023

Employee Classifications:	%	Base Rate	VP/SHP 12%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan ¹	Training Fund	CAF	CEA	CIRP	JA Plan	BCBCBTU	D&A Society	
Journeyman													
General Foreperson (GFP)	125%	59.03	7.08	2.10	5.14	0.65	0.13	0.10	0.04	0.01	0.05	0.01	74.34
Foreperson (FP)	115%	54.30	6.52	2.10	4.93	0.65	0.13	0.10	0.04	0.01	0.05	0.01	68.84
Certified (CJP)	100%	47.22	5.67	2.10	4.28	0.65	0.13	0.10	0.04	0.01	0.05	0.01	60.26
Uncertified (UJP)	90%	42.50	5.10	2.10	3.86	0.65	0.13	0.10	0.04	0.01	0.05	0.01	54.55
Apprentice or Skilled Carpenter (SC)													
8 th Term or Level 8	90%	42.50	5.10	2.10	2.70	0.65	0.13	0.10	0.04	0.01	0.05	0.01	53.39
7 th Term or Level 7	85%	40.14	4.82	2.10	2.55	0.65	0.13	0.10	0.04	0.01	0.05	0.01	50.60
6 th Term or Level 6	80%	37.78	4.53	2.10	2.25	0.65	0.13	0.10	0.04	0.01	0.05	0.01	47.65
5 th Term or Level 5	75%	35.42	4.25	2.10	2.10	0.65	0.13	0.10	0.04	0.01	0.05	0.01	44.86
4 th Term or Level 4	70%	33.05	3.97	2.10	1.95	0.65	0.13	0.10	0.04	0.01	0.05	0.01	42.06
3 rd Term or Level 3	65%	30.69	3.68	2.10	1.80	0.65	0.13	0.10	0.04	0.01	0.05	0.01	39.26
2 nd Term or Level 2	60%	28.33	3.40	2.10	1.65	0.65	0.13	0.10	0.04	0.01	0.05	0.01	36.47
1 st Term or Level 1	55%	25.97	3.12	2.10	1.50	0.65	0.13	0.10	0.04	0.01	0.05	0.01	33.68
Material Handler (MH)	50%	23.61	2.83	2.10	n/a	0.65	0.13	0.10	0.04	0.01	0.05	0.01	29.53

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

SCHEDULE "A2.1"

OUTSIDE LOWER MAINLAND/FRASER VALLEY
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective May 28, 2023

Employee Classifications:	%	Base Rate	VP/SHP 12%	Employer Contributions									D&A Society	Total Package
				Benefit Plan	Pension Plan ¹	Training Fund	CAF	CEA	CIRP	JA Plan	BCBCBTU			
Journey person														
General Foreperson (GFP)	125%	56.40	6.77	2.10	5.02	0.65	0.13	0.10	0.04	0.01	0.05	0.01	71.28	
Foreperson (FP)	115%	51.89	6.23	2.10	4.81	0.65	0.13	0.10	0.04	0.01	0.05	0.01	66.02	
Certified (CJP)	100%	45.12	5.41	2.10	4.18	0.65	0.13	0.10	0.04	0.01	0.05	0.01	57.80	
Uncertified (UJP)	90%	40.61	4.87	2.10	3.77	0.65	0.13	0.10	0.04	0.01	0.05	0.01	52.34	
Apprentice or Skilled Carpenter (SC)														
8 th Term or Level 8	90%	40.61	4.87	2.10	2.64	0.65	0.13	0.10	0.04	0.01	0.05	0.01	51.21	
7 th Term or Level 7	85%	38.35	4.60	2.10	2.49	0.65	0.13	0.10	0.04	0.01	0.05	0.01	48.53	
6 th Term or Level 6	80%	36.10	4.33	2.10	2.20	0.65	0.13	0.10	0.04	0.01	0.05	0.01	45.72	
5 th Term or Level 5	75%	33.84	4.06	2.10	2.05	0.65	0.13	0.10	0.04	0.01	0.05	0.01	43.04	
4 th Term or Level 4	70%	31.58	3.79	2.10	1.90	0.65	0.13	0.10	0.04	0.01	0.05	0.01	40.36	
3 rd Term or Level 3	65%	29.33	3.52	2.10	1.76	0.65	0.13	0.10	0.04	0.01	0.05	0.01	37.70	
2 nd Term or Level 2	60%	27.07	3.25	2.10	1.61	0.65	0.13	0.10	0.04	0.01	0.05	0.01	35.02	
1 st Term or Level 1	55%	24.82	2.98	2.10	1.46	0.65	0.13	0.10	0.04	0.01	0.05	0.01	32.35	
Material Handler (MH)	50%	22.56	2.71	2.10	n/a	0.65	0.13	0.10	0.04	0.01	0.05	0.01	28.36	

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

SCHEDULE "A2.2"

OUTSIDE LOWER MAINLAND/FRASER VALLEY
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A2.2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective October 29, 2023

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 12%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan ¹	Training Fund	CAF	CEA	CIRP	JA Plan	BCBCBTU	D&A Society	
Journey person													
General Foreperson (GFP)	125%	57.66	6.92	2.10	5.02	0.65	0.13	0.10	0.04	0.01	0.05	0.01	72.69
Foreperson (FP)	115%	53.05	6.37	2.10	4.81	0.65	0.13	0.10	0.04	0.01	0.05	0.01	67.32
Certified (CJP)	100%	46.13	5.54	2.10	4.18	0.65	0.13	0.10	0.04	0.01	0.05	0.01	58.94
Uncertified (UJP)	90%	41.52	4.98	2.10	3.77	0.65	0.13	0.10	0.04	0.01	0.05	0.01	53.36
Apprentice or Skilled Carpenter (SC)													
8 th Term or Level 8	90%	41.52	4.98	2.10	2.64	0.65	0.13	0.10	0.04	0.01	0.05	0.01	52.23
7 th Term or Level 7	85%	39.21	4.71	2.10	2.49	0.65	0.13	0.10	0.04	0.01	0.05	0.01	49.50
6 th Term or Level 6	80%	36.90	4.43	2.10	2.20	0.65	0.13	0.10	0.04	0.01	0.05	0.01	46.62
5 th Term or Level 5	75%	34.60	4.15	2.10	2.05	0.65	0.13	0.10	0.04	0.01	0.05	0.01	43.89
4 th Term or Level 4	70%	32.29	3.87	2.10	1.90	0.65	0.13	0.10	0.04	0.01	0.05	0.01	41.15
3 rd Term or Level 3	65%	29.98	3.60	2.10	1.76	0.65	0.13	0.10	0.04	0.01	0.05	0.01	38.43
2 nd Term or Level 2	60%	27.68	3.32	2.10	1.61	0.65	0.13	0.10	0.04	0.01	0.05	0.01	35.70
1 st Term or Level 1	55%	25.37	3.04	2.10	1.46	0.65	0.13	0.10	0.04	0.01	0.05	0.01	32.96
Material Handler (MH)	50%	23.07	2.77	2.10	n/a	0.65	0.13	0.10	0.04	0.01	0.05	0.01	28.93

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

SCHEDULE "B1.1"

INSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those superseded by the LM/FV exemption. Refer to Article 3.301 (a) for details.

"Inside" Lower Mainland/Fraser Valley**Effective May 28, 2023**

Employer Contributions	Employee Classifications													
	GFP	FP	CJP	UJP	8	7	6	5	4	3	2	1	MH	
Union Benefit Plan ¹	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	
Union Pension Plan ^{1,3}	5.14	4.93	4.28	3.86	2.70	2.55	2.25	2.10	1.95	1.80	1.65	1.50	n/a	
Training Fund ²	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	
CAF (Contract Administration Fund) ²	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	
CEA (Carpentry Employers Association) ²	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	
CIRP (Rehabilitation Plan) ²	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
JA Plan ²	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
BCBCBTU Fund ²	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
D&A Society ²	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
<u>Total Employer Contributions</u>	8.23	8.02	7.37	6.95	5.79	5.64	5.34	5.19	5.04	4.89	4.74	4.59	3.09	
<u>Employee Deductions</u>														
Union Dues ¹	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	
CIRP (Rehabilitation Plan) ²	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
<u>Total Employee Deductions</u>	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	
Total Hourly Remittance	ST	9.58	9.37	8.72	8.30	7.14	6.99	6.69	6.54	6.39	6.24	6.09	5.94	4.44
	1.5X OT	13.86	13.54	12.57	11.94	10.20	9.97	9.52	9.30	9.07	8.85	8.62	8.40	6.15
	2X OT	18.13	17.71	16.41	15.57	13.25	12.95	12.35	12.05	11.75	11.45	11.15	10.85	7.85

1. Employer contributions and employee deductions calculated on the basis of hours earned.
2. Employer contributions and employee deductions calculated on the basis of hours worked.
3. Pension contributions are NOT insurable earnings pursuant to CRA regulations.

SCHEDULE "B1.2"**INSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B1.2" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those superseded by the LM/FV exemption. Refer to Article 3.301 (a) for details.

"Inside" Lower Mainland/Fraser Valley**Effective October 29, 2023**

Employer Contributions	Employee Classifications													
	GFP	FP	CJP	UJP	8	7	6	5	4	3	2	1	MH	
Union Benefit Plan ¹	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	
Union Pension Plan ^{1,3}	5.14	4.93	4.28	3.86	2.70	2.55	2.25	2.10	1.95	1.80	1.65	1.50	n/a	
Training Fund ²	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	
CAF (Contract Administration Fund) ²	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	
CEA (Carpentry Employers Association) ²	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	
CIRP (Rehabilitation Plan) ²	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
JA Plan ²	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
BCBCBTU Fund ²	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
D&A Society ²	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
Total Employer Contributions	8.23	8.02	7.37	6.95	5.79	5.64	5.34	5.19	5.04	4.89	4.74	4.59	3.09	
Employee Deductions														
Union Dues ¹	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	
CIRP (Rehabilitation Plan) ²	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
Total Employee Deductions	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	
Total Hourly Remittance	ST	9.58	9.37	8.72	8.30	7.14	6.99	6.69	6.54	6.39	6.24	6.09	5.94	4.44
	1.5X OT	13.86	13.54	12.57	11.94	10.20	9.97	9.52	9.30	9.07	8.85	8.62	8.40	6.15
	2X OT	18.13	17.71	16.41	15.57	13.25	12.95	12.35	12.05	11.75	11.45	11.15	10.85	7.85

1. Employer contributions and employee deductions calculated on the basis of hours earned.
2. Employer contributions and employee deductions calculated on the basis of hours worked.
3. Pension contributions are NOT insurable earnings pursuant to CRA regulations.

SCHEDULE "B2.1"

OUTSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective May 23, 2023

Employer Contributions	Employee Classifications													
	GFP	FP	CJP	UJP	8	7	6	5	4	3	2	1	MH	
Union Benefit Plan ¹	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	
Union Pension Plan ^{1,3}	5.02	4.81	4.18	3.77	2.64	2.49	2.20	2.05	1.90	1.76	1.61	1.46	n/a	
Training Fund ²	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	
CAF (Contract Administration Fund) ²	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	
CEA (Carpentry Employers Association) ²	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	
CIRP (Rehabilitation Plan) ²	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
JA Plan ²	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
BCBCBTU Fund ²	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
D&A Society ²	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
Total Employer Contributions	8.11	7.90	7.27	6.86	5.73	5.58	5.29	5.14	4.99	4.85	4.70	4.55	3.09	
Employee Deductions														
Union Dues ¹	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	
CIRP (Rehabilitation Plan) ²	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
Total Employee Deductions	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	
Total Hourly Remittance	ST	9.46	9.25	8.62	8.21	7.08	6.93	6.64	6.49	6.34	6.20	6.05	5.90	4.44
	1.5X OT	13.68	13.36	12.42	11.80	10.11	9.88	9.45	9.22	9.00	8.79	8.56	8.34	6.15
	2X OT	17.89	17.47	16.21	15.39	13.13	12.83	12.25	11.95	11.65	11.37	11.07	10.77	7.85

1. Employer contributions and employee deductions calculated on the basis of hours earned.
2. Employer contributions and employee deductions calculated on the basis of hours worked.
3. Pension contributions are NOT insurable earnings pursuant to CRA regulations.

SCHEDULE "B2.2"

OUTSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B2.2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective October 29, 2023

Employer Contributions	Employee Classifications													
	GFP	FP	CJP	UJP	8	7	6	5	4	3	2	1	MH	
Union Benefit Plan ¹	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	2.10	
Union Pension Plan ^{1,3}	5.02	4.81	4.18	3.77	2.64	2.49	2.20	2.05	1.90	1.76	1.61	1.46	n/a	
Training Fund ²	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	0.65	
CAF (Contract Administration Fund) ²	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	
CEA (Carpentry Employers Association) ²	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	
CIRP (Rehabilitation Plan) ²	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
JA Plan ²	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
BCBCBTU Fund ²	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
D&A Society ²	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
Total Employer Contributions	8.11	7.90	7.27	6.86	5.73	5.58	5.29	5.14	4.99	4.85	4.70	4.55	3.09	
Employee Deductions														
Union Dues ¹	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	1.31	
CIRP (Rehabilitation Plan) ²	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
Total Employee Deductions	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	
Total Hourly Remittance	ST	9.46	9.25	8.62	8.21	7.08	6.93	6.64	6.49	6.34	6.20	6.05	5.90	4.44
	1.5X OT	13.68	13.36	12.42	11.80	10.11	9.88	9.45	9.22	9.00	8.79	8.56	8.34	6.15
	2X OT	17.89	17.47	16.21	15.39	13.13	12.83	12.25	11.95	11.65	11.37	11.07	10.77	7.85

1. Employer contributions and employee deductions calculated on the basis of hours earned.
2. Employer contributions and employee deductions calculated on the basis of hours worked.
3. Pension contributions are NOT insurable earnings pursuant to CRA regulations.

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

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

1. BCBCBTU

Bargaining Council of British Columbia Building Trade Unions

2. BCRCC

British Columbia Regional Council of Carpenters

3. BCBT

BC Building Trades (the British Columbia and Yukon Territory Building and Construction Trades Council)

4. CEA

Carpentry Employers Association of BC

5. CLR

Construction Labour Relations Association of B.C.

6. CSA

Canadian Standards Association

7. 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.

8. 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.

9. 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

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

cont'd

10. Industrial Construction

- (a) Shall include production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the Parties.
- (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.

11. LRB

British Columbia Labour Relations Board

12. Local

An affiliated Local of the Union.

13. Local Resident Employee

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.

14. Lower Mainland/Fraser Valley

Inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

15. Union

- (a) British Columbia Regional Council of Carpenters (BCRCC), acting on behalf of its affiliated Locals.
- (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.

16. UBCJA

United Brotherhood of Carpenters and Joiners of America

17. WSBC

The Workers Compensation Board of British Columbia (dba WorkSafeBC)

APPENDIX "B"
SCHEDULE OF STATUTORY HOLIDAYS

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

1. 2023

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Sunday Jan 1 st	Monday Jan 2 nd
Family Day	Monday Feb 20 th	Monday Feb 20 th
Good Friday	Friday Apr 7 th	Friday Apr 7 th
Easter Monday	Monday Apr 10 th	Monday Apr 10 th
Victoria Day	Monday May 22 nd	Monday May 22 nd
Canada Day	Saturday Jul 1 st	Monday Jul 3 rd
Friday before BC Day	Friday Aug 4 th	Friday Aug 4 th
BC Day	Monday Aug 7 th	Monday Aug 7 th
Friday before Labour Day	Friday Sept 1 st	Friday Sept 1 st
Labour Day	Monday Sept 4 th	Monday Sept 4 th
National Day for Truth and Reconciliation	Saturday Sept 30 th	Monday Oct 2 nd
Thanksgiving Day	Monday Oct 9 th	Monday Oct 9 th
Remembrance Day	Saturday Nov 11 th	Monday Nov 13 th
Christmas Day	Monday Dec 25 th	Monday Dec 25 th
Boxing Day	Tuesday Dec 26 th	Tuesday Dec 26 th

2. 2024

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Monday Jan 1 st	Monday Jan 1 st
Family Day	Monday Feb 19 th	Monday Feb 19 th
Good Friday	Friday Mar 29 th	Friday Mar 29 th
Easter Monday	Monday Apr 1 st	Monday Apr 1 st
Victoria Day	Monday May 20 th	Monday May 20 th
Canada Day	Monday Jul 1 st	Monday Jul 1 st
Friday before BC Day	Friday Aug 2 nd	Friday Aug 2 nd
BC Day	Monday Aug 5 th	Monday Aug 5 th
Friday before Labour Day	Friday Aug 30 th	Friday Aug 30 th
Labour Day	Monday Sept 2 nd	Monday Sept 2 nd
National Day for Truth and Reconciliation	Monday Sept 30 th	Monday Sept 30 th
Thanksgiving Day	Monday Oct 14 th	Monday Oct 14 th
Remembrance Day	Monday Nov 11 th	Monday Nov 11 th
Christmas Day	Wednesday Dec 25 th	Wednesday Dec 25 th
Boxing Day	Thursday Dec 26 th	Thursday Dec 26 th

APPENDIX "B"
SCHEDULE OF STATUTORY HOLIDAYS

cont'd

3. 2025

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Wednesday Jan 1 st	Wednesday Jan 1 st
Family Day	Monday Feb 17 th	Monday Feb 17 th
Good Friday	Friday Apr 18 th	Friday Apr 18 th
Easter Monday	Monday Apr 21 st	Monday Apr 21 st
Victoria Day	Monday May 19 th	Monday May 19 th
Canada Day	Tuesday Jul 1 st	Tuesday Jul 1 st
Friday before BC Day	Friday Aug 1 st	Friday Aug 1 st
BC Day	Monday Aug 4 th	Monday Aug 4 th
Friday before Labour Day	Friday Aug 29 th	Friday Aug 29 th
Labour Day	Monday Sept 1 st	Monday Sept 1 st
National Day for Truth and Reconciliation	Tuesday Sept 30 th	Tuesday Sept 30 th
Thanksgiving Day	Monday Oct 13 th	Monday Oct 13 th
Remembrance Day	Tuesday Nov 11 th	Tuesday Nov 11 th
Christmas Day	Thursday Dec 25 th	Thursday Dec 25 th
Boxing Day	Friday Dec 26 th	Friday Dec 26 th

4. 2026

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Thursday Jan 1 st	Thursday Jan 1 st
Family Day	Monday Feb 16 th	Monday Feb 16 th
Good Friday	Friday Apr 3 rd	Friday Apr 3 rd
Easter Monday	Monday Apr 6 th	Monday Apr 6 th
Victoria Day	Monday May 18 th	Monday May 18 th
Canada Day	Wednesday Jul 1 st	Wednesday Jul 1 st
Friday before BC Day	Friday Jul 31 st	Friday Jul 31 st
BC Day	Monday Aug 3 rd	Monday Aug 3 rd
Friday before Labour Day	Friday Sept 4 th	Friday Sept 4 th
Labour Day	Monday Sept 7 th	Monday Sept 7 th
National Day for Truth and Reconciliation	Wednesday Sept 30 th	Wednesday Sept 30 th
Thanksgiving Day	Monday Oct 12 th	Monday Oct 12 th
Remembrance Day	Wednesday Nov 11 th	Wednesday Nov 11 th
Christmas Day	Friday Dec 25 th	Friday Dec 25 th
Boxing Day	Saturday Dec 26 th	Monday Dec 28 th

APPENDIX "C"**LETTER OF INTERPRETATION RE: MEAL BREAKS**

The following terms and conditions shall supersede any/all contrary application and/or interpretation of the BCRCC Craft Carpenters Standard Industrial Agreement. In particular, the Parties agree that the provisions of this Letter of Interpretation are applicable only on shifts in excess of ten (10) hours. Where mutual agreement is referenced within this Letter of Interpretation, the voluntary consent of the majority of Employees on a crew shall be required in order for such agreement to have been achieved.

A. Shifts in Excess of Ten (10) Hours

The Parties agree that shifts in excess of ten (10) hours occur as a result of either a "Scheduled Shift" or an "Unscheduled Overtime Shift". Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Interpretation.

1. Scheduled Shifts

When an Employee commences work on a shift in excess of ten (10) hours and such Employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be eleven (11) hours and the Employee only works eleven (11) hours.

2. Unscheduled Overtime Shifts

(a) When an Employee commences work on a shift in excess of ten (10) hours but such Employee ultimately works more than the originally scheduled hours, such a shift would be defined as a Unscheduled Overtime Shift. For example, the shift is scheduled to be eleven (11) hours but the Employee ultimately works twelve (12) hours.

(b) When an Employee commences work on a shift of ten (10) hours or less but such Employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours but the Employee ultimately works eleven (11) hours.

B. Objective

The objective of this Letter of Interpretation is to address the practical differences between providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

C. Paid Meal Breaks and Hot Meals

The second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. In the event that a hot meal is not supplied, the Employer shall pay a meal allowance to each affected Employee in lieu thereof. The amount shall be twenty-three dollars (\$23.00), or the amount specified by CRA as reasonable for an overtime meal allowance.

APPENDIX "C"

cont'd

LETTER OF INTERPRETATION RE: MEAL BREAKS

D. Meal Breaks on Scheduled Shifts**1. Scheduled Shifts In Excess of Ten (10) Hours**

Two (2) meal breaks of one-half (½) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including twelve (12) hours.

(a) The first one-half (½) hour meal break shall be scheduled as near as is practical to the one-third (a) point of the shift and shall not be considered as time worked/earned.

(b) The second one-half (½) hour meal break shall be scheduled as near as is practical to the two-thirds (b) point of the shift and shall not be considered as time worked/earned.

(c) Example - Scheduled Shift of Twelve (12) Hours

4.0 hours	8:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
4.0 hours	12:30 pm to 4:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	4:30 pm to 5:00 pm	second meal break (payable at straight time)
4.0 hours	5:00 pm to 9:00 pm	work (straight time or overtime as the day/shift warrants)

2. Scheduled Shifts in Excess of Twelve (12) Hours

Three (3) meal breaks of one-half (½) hour each shall be provided on all Scheduled Shifts in excess of twelve (12) hours, up to and including sixteen (16) hours.

(a) The first one-half (½) hour meal break shall be scheduled as near as is practical to the one-quarter (¼) point of the shift and shall not be considered as time worked/earned.

(b) The second one-half (½) hour meal break shall be scheduled as near as is practical to the one-half (½) point of the shift and shall not be considered as time worked/earned.

(c) The third one-half (½) hour meal break shall be scheduled as near as is practical to the three-quarters (¾) point of the shift and shall not be considered as time worked/earned.

(d) Example - Scheduled Shift of Fourteen (14) Hours

3.5 hours	8:00 am to 11:30 am	work (straight time or overtime as the day/shift warrants)
0.5 hours	11:30 am to 12:00 noon	first meal break (not paid)
3.5 hours	12:00 noon to 3:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm	second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm	third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:30 pm	work (overtime as the day/shift warrants)

E. Meal Breaks on Unscheduled Overtime Shifts

The Parties acknowledge that it is the "unscheduled" nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

APPENDIX "C"

cont'd

LETTER OF INTERPRETATION RE: MEAL BREAKS

Option #1 - Early Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, Employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of twelve (12) hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original shift was a nine (9) hour or ten (10) hour shift.

Option #2 - Late Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, Employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

(a) Default Provision

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, Employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

(b) Flexible Provision

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected Employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and Employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, Employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected Employees in order to determine if a majority of the crew wishes to delay the second meal break until after the one-half (½) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

APPENDIX "C"**cont'd****LETTER OF INTERPRETATION RE: MEAL BREAKS**

5.0 hours	7:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
5.0 hours	12:30 pm to 5:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	5:30 pm to 6:00 pm	work (overtime)
0.5 hours	6:00 pm to 6:30 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for Employees to depart for home at 6:30pm, and be paid the meal allowance in lieu of the hot meal.

APPENDIX "D"**LIST OF SIGNATORY CONTRACTORS**

The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective date of signing, the following employers have authorized CLR to bargain a renewal BCRCC Craft Carpenters Standard Industrial Agreement with the British Columbia Regional Council of Carpenters and to sign such Agreement on their behalf.

- | | | | |
|----|----------------------------------|-----|--|
| 1. | Bantrel Constructors Co. | 9. | Horton CBI, Limited |
| 2. | Brasco International Inc. | 10. | KAEFER Industrial Services Ltd. |
| 3. | BFI Constructors Ltd. | 11. | KBR Industrial Canada Co. |
| 4. | CAM Field Solutions Canada Corp. | 12. | Lorneville Mechanical Contractors Ltd. |
| 5. | Clear Water Energy Services LP | 13. | Park Derochie Inc. |
| 6. | Fluor Constructors Canada Ltd. | 14. | South East Construction BC L.P. |
| 7. | Fuller Austin Inc. | 15. | Sunny Corner Enterprises Inc. |
| 8. | Ganotec Inc. | 16. | Waiward Industrial LP |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 as interpreted by the Arbitration Decision B.C.C.A.A. No. 164 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.