

CMAW CRAFT CARPENTERS STANDARD INDUSTRIAL AGREEMENT

By and Between:

**Construction, Maintenance and Allied Workers Canada
(CMAW)**

(Hereinafter referred to as 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 09, 2016 Letter of Agreement By and Between the BCBCBTU and CLR.
As interpreted by the Arbitration Decision B.C.C.A.A. No. 164

(Hereinafter referred to as the "Employer")

May 1, 2023 to April 30, 2026

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ARTICLE 1.000 – OBJECTS

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

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 such 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 such Agreement to commence collective bargaining.
- 2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.
- 2.300** The operation of Section 50(2) and Section 50(3) of the *Labour Relations Code* are hereby excluded.
- 2.400** A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 – EXTENT

3.100 Work Jurisdiction

- 3.101** (a) This Agreement shall govern only industrial work which is within the work jurisdiction of the carpenter and which is being performed by bargaining unit members who are Employees of a signatory CLR member employer that performs industrial work. The work jurisdiction of the carpenter shall be as determined from time to time by the Umpire of the Jurisdictional Assignment Plan. The parties agree that such work shall not include work which is the jurisdiction of the carpenter lather, floorlayer, millwright or piledriver.
- (b) 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.

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

3.200 Subcontracting

The Employer signatory to this Agreement shall not subcontract any work which is otherwise governed by the terms of this Agreement except to an Employer who is signatory to either this Agreement, or to another agreement with either CMAW or the UBCJA.

3.300 Union Security and Affiliation

3.301 Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project for:

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

3.302 Refer also to Appendix "C" (Letter of Understanding Re: Affiliation).

ARTICLE 4.000 – MONETARY PACKAGE

4.100 Monetary Package Increases

Effective the dates indicated below, the monetary package for the Journeyperson (or equivalent) will be increased by an amount equal to the specified percentage of the Wage Rate in effect prior to the date of increase (e.g. if the Journeyperson wage rate is \$40.00 and the specified percentage is 3.0% then the Monetary Package will be increased by \$1.20). The Union retains the right to distribute these increases between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.

- (a) Effective the first Sunday following the date of ratification (May 28, 2023) – 7.5%
- (b) Effective October 29, 2023 – 2.5%
- (c) Effective April 28, 2024 – 4.5%
- (d) Effective May 4, 2025 – 4.5%

4.200 Allocation of Monetary Package

- 4.201** No monies may be transferred from the wage package (inclusive of wages, vacation and statutory holiday pay) to Employer contributions (inclusive of CMAW Benefits, the CMAW Target Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the parties.
- 4.202** Neither party shall unreasonably withhold their mutual agreement with respect to determining the allocation of the monetary package increases provided for in Article 4.100 between the wage package and Employer contributions.

4.300 Wages and Premiums**4.301 Minimum Straight Time Hourly Wage Rates**

The minimum straight time hourly wage rates as provided for within the attached Schedules shall apply to all work performed in accordance with this Agreement. Refer to Articles 4.302 through Article 4.307 for important clarifications and exceptions.

4.302 Metro Travel Premiums

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

4.303 Application of Industrial Rate

Refer to Appendix "D" (Letter of Understanding Re: Implementation of Industrial Rate on Commercial/Institutional Projects).

4.304 First Aid Attendant

An Employee who acts as a first aid attendant shall have their otherwise applicable straight time hourly wage rate increased by one dollar and fifty cents (\$1.50) per hour earned.

4.305 Swing Stage and Bosun Chair

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

4.306 Helicopters

- (a)** An Employee who, during the course of a shift, is required to work directly with a helicopter, shall have their otherwise applicable hourly wage rate increased by twenty-five percent (25%). Such increase shall be paid for all hours of work performed on such shift.
- (b)** The words, "to work directly with a helicopter" contained in Article 4.306(a) shall be deemed to apply only to an Employee expressly and specifically

directed to perform work simultaneously, and in conjunction with, the use of a helicopter at their station of work. Nothing in Article 4.306(a) shall be construed or interpreted in such manner as will entitle an Employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.

- (c) Article 4.306(a) shall not apply to an Employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. 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 allowance provided pursuant to this Agreement.

4.401 Foreperson

- (a) A Foreperson shall be defined as an Employee who issues orders or gives direction to other Employees. All direction given to Employees shall be provided by the Foreperson to whom such Employee is regularly assigned. When more than six (6) Employees are employed, a "non working" Foreperson shall be employed. The Employer shall not divide Employees into several crews for the purpose of not having to employ a "non working" Foreperson.
- (b) The minimum straight time hourly wage rate for a Foreperson shall be one hundred and fifteen percent (115%) of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project.
- (c) At its sole discretion the Employer may employ a General Foreperson. Under such circumstances a General Foreperson shall be paid one hundred and twenty-five percent (125%) of the applicable Certified Journeyperson time hourly minimum straight time hourly wage rate on the project.

4.402 Certified Journeypersons

A Certified Journeyperson shall be defined as an individual who:

- (a) Possesses a valid Carpenters TQ certificate or
- (b) Was employed as a Journeyperson by their current Employer prior to November 1, 2012.

4.403 Apprentices

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

1st Term (55%) 2nd Term (65%) 3rd Term (80%) 4th Term (90%)

(c) The April 2007 arbitration award rendered by Mr. Michael Fleming and the Letter of Understanding Re: Carpenter Apprenticeship Standards, signed by the parties on April 13, 2007, which was provided for within such award, shall apply to the employment of Apprentices and the advancement of such Apprentices from one (1) Term to the next. In particular, the parties agree that such award shall be strictly adhered to by all Locals of the Union throughout the province and shall apply to all work governed by this Agreement, including but not limited to scaffolding work performed in accordance with the Scaffold Addendum. Refer to Appendix "G" (Letter of Understanding Re: Carpenter Apprenticeship Standards) for details.

4.404 Unticketed Carpenters (UC)

An Unticketed Carpenter shall be defined as an individual who does not possess a valid Carpenters TQ certification and is not registered as a fully indentured Apprentice and has nine thousand five-hundred and forty (9,540) provable hours of experience in the trade. The minimum straight time hourly wage rate for an Unticketed Carpenter shall be ninety percent (90%) of the Certified Journeyman rate.

4.405 Material Handlers/Pre-Apprentices

(a) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be the greater of BC Minimum Wage or forty-five percent (45%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project. No Employer contribution to the CMAW Target Pension Plan shall be required on behalf of a Material Handler/Pre-Apprentice.

(b) The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the carpenter. A Material Handler/Pre-Apprentice shall in the case of competent workers be a possible source of future apprentices.

4.500 Annual Vacation and Statutory Holidays**4.501 Vacation Pay and Statutory Holiday Pay**

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

4.502 Annual Vacation

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

4.503 Statutory Holidays

(a) The following statutory holidays shall apply to all work governed by this Agreement. Refer also to 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 Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day 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 Employer contributions as provided for within the attached Schedules shall apply to all work performed in accordance with this Agreement. All Employer contributions other than those to CMAW Benefits and CMAW Target Pension Plan shall be calculated on the basis of "hours worked". Contributions to the CMAW Benefits and CMAW Target Pension Plan shall be calculated on the basis of "hours earned".

4.601 CMAW Benefits

The Employer shall contribute the required amount to CMAW Benefits in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. Refer also to Appendix "E" (Letter of Understanding Re: Union Construction Industry Benefit Plan).

4.602 CMAW Target Pension Plan

- (a) The Employer shall contribute the required amount to the CMAW Target Pension Plan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.
- (b) The required Employer contribution to the CMAW Target Pension Plan on behalf of Apprentices and Unticketed Carpenters shall be the applicable percentage of the required Employer contribution for Certified Journeypersons in accordance with the following schedule.

Apprentices:	1 st Term and 2 nd Term	55%
	3 rd Term and 4 th Term	75%
Unticketed Carpenters:		75%

- (c) No Employer contribution to the CMAW Target Pension Plan shall be required on behalf of Material Handlers/Pre-Apprentices.
- (d) **Employees Collecting Pension or Over Age 71**

The Employer will cease Pension Contribution for any Employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

4.603 CMAW Administration Fund

The Employer shall contribute the required amount to the CMAW Administration Fund in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

4.604 CMAW Training Fund

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

4.605 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute the required amount to the CAF in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. CLR may alter the amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any 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.

4.606 Carpentry Employers Association of BC (CEA)

- (a) The Employer shall contribute the required amount to the CEA in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. CEA may alter such 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.

4.607 Rehabilitation Plan

The Employer shall contribute the required amount to the Rehabilitation Plan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

4.608 Jurisdictional Assignment Plan (JA Plan)

The Employer shall contribute the required amount to the JA Plan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. 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.

4.609 BCBCBTU Fund

The Employer shall contribute the required amount to the BCBCBTU Fund in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules. This contribution shall

continue only for as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

4.610 BCD&A Drug and Alcohol Program Society ("D&A Society")

The Employer shall contribute the required amount to the D&A Society in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

4.700 Employee Deductions

The Union may, pursuant to the *Labour Relations Code*, alter any existing required Employee deduction amount or implement any new Employee deduction amount, by providing CLR with sixty (60) calendar days' written notice of its intention to do so.

4.701 Field Dues

The Employer shall deduct the required amount for Field Dues and shall process such deduction in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

4.702 CMAW Local Check Off

The Employer shall deduct the required amount for CMAW Local Check Off when working within the respective geographical jurisdiction of each CMAW Local which requires such deduction, and shall process this deduction in the manner set forth in Article 5.000. Each CMAW Local retains the right to not require the deduction of CMAW Local Check Off.

The required CMAW Local Check Off amount for all CMAW Locals shall be as stipulated in writing to CLR.

4.703 Rehabilitation Plan

The Employer shall deduct the required amount for the Rehabilitation Plan and shall process such deduction in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

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. Cheque statements may be provided electronically via secure internet/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.
- 4.805** Any Employer whose head office is located outside of BC shall establish a payroll office within Canada.

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 the attached Schedules.
- 5.102** Such Employer remittance shall:
- (a) be made by a single payment, payable to Carpenter Workers' Fund, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month,
 - (b) be accompanied by a correctly completed Monthly Report to the Administrator, and
 - (c) be received by the Carpenter Workers' Fund not later than the fifteenth (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 designated Plan Administrator 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 Employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.
- 5.302** The Union shall advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may,

at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports except in accordance with Article 4.605(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 am to 11:00 am	4.0 hours
Meal:	11:00 am to 11:30 am	0 hours
Straight Time	11:30 am to 3:30 pm	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 upon mutual agreement of the Employer and the majority of Union members employed on such project. If the starting and stopping time is varied by more than (1) hour, the Union shall retain the right to revoke the Union members employed on such project once over the duration of the project.

(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

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

6.200 Overtime Hours

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 in excess of ten (10) hours per day, Monday through Friday, and 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 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) The scheduled start time of the shift may be varied in accordance with Article 6.103.

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 during the regular work week, and all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.303 Statutory Holidays

All statutory holidays which occur during a compressed (or alternate) work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (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. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

6.400 Shifts**6.401 Scheduling of Shifts**

- (a) The Employer may schedule an afternoon and/or night shift 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 will 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 Employee classifications based on their percentage of the equivalent Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

Afternoon Shift the premium shall be four dollars (\$4.00) per hour worked on any shift which commences between 9:00 am and 8:29 pm.

Night Shift the premium shall be four dollars (\$4.00) per hour worked on any shift which commences between 8:30 pm and 12:59 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 the Employee for actual hours worked.

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 Notwithstanding Article 6.501 and/or Article 6.502, 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.

6.504 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.

6.600 Rest Breaks

6.601 Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) 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) or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.

6.602 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.

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

6.700 Meal Breaks

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

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

6.702 **Shifts in Excess of Ten (10) Hours**

Additional meal breaks are required on all shifts in excess of ten (10) hours. This applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to Appendix "F" (Letter of Interpretation Re: Meal Breaks) for details.

6.800 Standby Time

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.

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

7.100 Metro Travel Premium

On projects located within the Lower Mainland/Fraser Valley metropolitan area, the Employer shall pay a metro travel premium of ninety cents (\$0.90) per hour worked to all Employees. Such premium shall be added to the Employee's otherwise applicable hourly wage rate. The Lower Mainland/Fraser Valley shall be inclusive of Lions Bay to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

7.200 Daily Travel Allowance

7.201 **Metropolitan Areas**

No daily travel allowance shall be payable on any project located within the Lower Mainland/Fraser Valley metropolitan area. Only the applicable metro travel premium shall apply on such projects.

7.202 **Local Resident Employees**

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

- (a) A daily travel allowance, pursuant to the following schedule, shall be paid to any local resident Employee who uses their own vehicle to travel daily from

their residence to a project located outside of the Lower Mainland/Fraser Valley.

First forty (40) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	per CRA maximum

The per kilometre amount shall be adjusted annually to match the maximum allowable tax-free rate for mileage expense reimbursements as published by CRA.

- (b) The daily travel allowance shall be non-taxable to the extent allowed by CRA for mileage expense reimbursements. Contact CLR for clarification.

7.203 Out-of-Town Projects

Alternative daily travel arrangements may be established on out-of-town projects upon the mutual agreement of the Union and the Employer.

- (a) No daily travel allowance and/or daily travel time shall be payable to an Employee who selects Option #1 in accordance with Article 7.401.
- (b) A daily travel allowance shall be payable to an Employee who selects Option #2 in accordance with Article 7.401. Refer to Article 7.401, Option #2, for details.
- (c) Where Employer supplied transportation is provided, such transportation shall conform with, and operate in compliance with, all applicable provincial government regulations and standards, including but not limited to the *Motor Vehicle Act* and the *Workers Compensation Act*.
- (d) 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 days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer. This allowance is payable for both initial and terminal travel.

7.300 Non Local Resident Employee - Initial and Terminal Travel Allowance

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

- 7.301** (a) The Employer shall pay an initial and terminal travel allowance to any non local resident who is directed or dispatched to an out-of-town project. The allowance shall be the maximum allowable tax-free rate for mileage expense reimbursements as published annually by CRA and shall be paid for kilometres driven in accordance with paragraph (b).
- (b) This allowance shall be payable each way, and the distance travelled shall be calculated using Google Maps from the Employee's permanent residence to the project, via the most direct route. 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.

- (c) Refer to Article 7.202 for further clarification and exceptions.

7.302 (a) Ferry Fares

The Employer shall reimburse an Employee, upon the submission of the appropriate receipts, for ferry fares (car and driver) 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 an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

- (i) The Employer shall pay for airfare, inclusive of all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (ii) The Employer shall pre-arrange the air travel to/from the airport nearest the Employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. The Employer shall not direct an Employee to fly "standby".
- (iii) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

(c) Standard "Lump Sum" Amount Option

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

(d) Timing of Payment

The Employer shall ensure that an Employee receives payment for the applicable initial travel allowance and all applicable reimbursements for incurred expenses (e.g. ferry fares, etc.) within seven (7) calendar days of the Employee's 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 an 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 Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.

7.400 Room and Board

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

7.401 Each Employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the Employee's employment on such project. Specialty scaffold contractors are directed to the Scaffold Addendum for an important clarification regarding the choice of options available to scaffold Employees.

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

Option #1:

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 eighty-seven dollar and fifty cent (\$87.50) (effective May 1, 2024 ninety dollar (\$90.00), effective May 1, 2025 ninety-two dollar and fifty cent (\$92.50)) daily meal allowance.
- (b) No daily travel time shall be paid to an Employee who selects Option #2, however the following terms and conditions shall be applicable.
- (i) If the Employer provided room is forty (40) road kilometres or less from the project, no daily travel allowance shall be paid.
- (ii) If the Employer provided room is more than forty (40) road kilometres from the project, a daily travel allowance shall be paid, each way, to/from the forty (40) road kilometre boundary, pursuant to the following schedule. Such allowance shall be subject to annual adjustments throughout the duration of the Agreement. More

specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.

To/from the forty (40) road kilometre boundary,
 each way, each day not applicable.
 All additional road kilometres, each way, each day per CRA maximum

- (iii) If an Employee requested to use air travel to the project in accordance with Article 7.302(b), Employer supplied transportation shall be provided to the Employee to/from the project on a daily basis.
- (iv) If an Employee did not request to use air travel to the project in accordance with Article 7.302(b), no Employer supplied transportation shall be provided to the Employee to/from the project on a daily basis, and the Employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
- (v) Any Employee who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day.

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

- (a) The Employer shall consider each such request on its individual merits, and shall advise the Employee whether or not their request has been mutually agreed. The Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the Employee due to inclement winter road conditions.
- (b) If the project is designated as a temporary out-of-town project, the Employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.401 and shall no longer travel daily between the project and their residence.

7.500 Pre-Tender and Pre-Job Conferences

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

7.600 Periodic Leave and Compassionate Leave

- 7.601** (a) On out-of-town projects of thirty-five (35) calendar days or more, a periodic leave will be made available to Employees every twenty-eight (28) calendar days. Qualification requires five (5) days of work following the leave or payment.
- (b) When 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 |
- 7.602** (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 Employee.
- (b) The timing of such periodic leave shall be decided by mutual agreement. Living Out Allowances shall not be paid during leave periods.
- 7.603** (a) For the purposes of Article 7.600, the term "out-of-town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than three hundred and twenty (320) kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's residence.
- (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 Employee and Employer subject to the same qualifiers provided in the periodic leave.
- 7.604** (a) An Employee who resides within the province of BC shall only receive leave if they return to the transportation terminal nearest their residence.
- (b) An Employee who does not reside within the province of BC shall only receive leave if they return to their point of dispatch within the province of BC.
- 7.605** There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.
- 7.606** Interpretations contained within Article 7.600 shall not be applied to any other provision contained within this Agreement.

7.700 Camp Projects**7.701 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. An Employee may refuse to live in accommodations which do not meet such standards.
- (b) Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided Employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the Employee.

7.702 Weekend Checkout

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

- (a) The Employee must turn in their meal ticket or sign a checkout in advance.
- (b) To qualify, an 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.

7.800 Marshalling Points

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

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

ARTICLE 8.000 – HIRING AND MOBILITY OF WORKFORCE

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

8.100 General Provisions

- 8.101** The term “project Local” as used within Article 8.000 shall be defined as the Local in whose jurisdiction the project is located.
- 8.102** The term “transfer” as used within Article 8.000 shall not be misconstrued to mean the transfer of Union membership from one (1) Local to another.
- 8.103** (a) The Employer may not transfer an Employee from their home Local to another Local unless the Employee’s home Local is an affiliate member in good standing of the Union.
- (b) There shall also 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 is transferred between two (2) out-of-town projects, such Employee shall be paid the required initial and terminal travel allowance in accordance with Article 7.301, plus an additional travel allowance payable from the point of the first project to the point of the second project. The “per road kilometre” rate for the additional travel allowance shall be the same as the applicable initial and terminal allowance rate. The initial travel allowance shall be payable from point of dispatch to the point of the first project, while the terminal travel allowance shall be paid from the point of the second project back to the point of dispatch.

8.200 Exempt Employees

- 8.201** The Employer may:
- (a) transfer to the project a maximum of four (4) Employees currently on the Employer’s payroll, regardless of the home Local of such Employees, or
- (b) name request a maximum of four (4) members from any Local which is an affiliate member in good standing of the Union, or
- (c) utilize a combination of transfers and name requests to a maximum of four (4) Employees and/or members, and employ such Employees and/or members on the project for the duration of the project.
- 8.202** Employees and/or members who are transferred and/or name requested in accordance with Article 8.201 shall be defined as “exempt” Employees. The Employer will share the list of exempt Employees with the Union for each project.
- 8.203** (a) If the employment of an exempt Employee on the project is terminated, regardless of the reason for such termination (i.e. laid off or quit), the Employer shall not be permitted to hire a replacement exempt Employee.
- (b) The Employer may, at any time, rehire a previously terminated exempt Employee to work on the project, and in such instance such re-hired exempt Employee shall regain their exempt Employee designation.

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

8.300 Name Request Employees and Local Dispatch Employees

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

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

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

8.400 Inability of Local to Fulfill Dispatch Request

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

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

8.402 Choose to obtain Employees elsewhere, provided that any such individuals apply to become Union members before commencing work and remain Union members as a condition of continuing employment, and/or

8.403 Request the project Local to dispatch any required Employees from another Local which is an affiliate member in good standing of the Union. When making such a request, the Employer shall retain the right to choose the order in which such other Local(s) are contacted. The intent of the parties is to minimize the cost to the Employer for initial and terminal travel.

8.500 Differentiation of Employee Classifications

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

8.600 Reduction in Project Crew

- 8.601** The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.
- 8.602** When it is necessary for the Employer to reduce the size of the project crew, continued employment shall be given to Job Stewards and resident members of the project Local. Such right to continued employment shall not supersede the right to continued employment which applies to exempt Employees employed on the project in accordance with Article 8.200.
- 8.603** 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.

8.700 Rehiring of Injured Employees

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

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 8.602 regarding continued employment of Job Stewards.
- 9.105** In the event the Employer has concerns regarding the behaviour or approaches taken by a Job Steward the Business Agent and the Employer shall meet to discuss and resolve.

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 Representatives interfere with Employees during working hours unless permission is granted.

ARTICLE 10.000 – LEAVES OF ABSENCE

- 10.100** 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. The Employer may deny such request for valid reasons.

10.200 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.

10.300 Pregnancy and Parental Leave

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

10.400 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 11.000 – HEALTH AND SAFETY

11.100 Safety Equipment

11.101 The Employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear. The Employer shall provide, at no cost to the Employee, safety headgear and all other items of personal protective equipment required pursuant to Workers Compensation Board of British Columbia (dba WorkSafeBC) regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an Employees pay cheque if such equipment is not returned.

11.102 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 Employees refuse to work in conditions or use equipment that do not meet prescribed safety standards or regulations.

11.103 The Employer shall supply welders' leather vests or jackets and leather gauntlet gloves to all Employees assigned to welding work in accordance with Article 11.101.

11.104 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.

11.200 Accident Prevention Regulations

11.201 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.

11.202 Any refusal by an Employee to abide by known Workers Compensation Board of British Columbia (dba WorkSafeBC) regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.

11.203 Any Employee may refuse to work where, in the opinion of such Employee, adequate safety precautions have not been provided.

11.300 Project Inspections

The Job Steward, or where there is a safety committee, a Union representative of such committee, shall accompany the Workers Compensation Board of British Columbia (dba WorkSafeBC) Inspector on all project inspections.

11.400 Injured or Sick Employees

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

11.402 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.

11.403 Refer also to Article 8.700 and Article 12.602.

11.500 Drug and Alcohol Testing

The Parties agree to be bound by the D&A Society decisions relative to the Construction Industry Substance Abuse Testing and Treatment Program Policy including with respect to implementation of an EFAP.

11.600 Pre-Job Drug & 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.

ARTICLE 12.000 – WORKING CONDITIONS

12.100 Harassment and Discrimination

Employees shall have the right to work in an environment free from harassment. In addition, the Parties agree that 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.

12.200 Personal Cell Phones

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

12.300 Project Facilities**12.301 Toilets**

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

12.302 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.

12.303 Telephone Access

A telephone(s) shall be made available to all Employees at all times for incoming and 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 a 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.

12.304 Clean Up Facilities

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

12.400 Lockup

- 12.401** 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.
- 12.402** 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.
- 12.403** Each lockup shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day.
- 12.404** The Employer shall be responsible for having lockups cleaned out daily and kept clear of building material and other construction paraphernalia.

12.500 Vehicles

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

12.600 Tools, Equipment and Protective Clothing

- 12.601** The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time.
- 12.602** The cost of transporting an Employee's tools shall be paid by the Employer. Although Employees will normally take their tools with them, when the Employer makes other arrangements for transporting an Employees 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.
- 12.603** 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.
- 12.604** When the Employer takes Employee's saws to be filed in a shop, every effort shall be made to take them to a Union shop. In the event that saws are lost, the Employer shall replace these with new saws of equal quality.
- 12.605** In the event an Employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the Employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

12.700 Insurance

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

ARTICLE 13.000 – JOINT LABOUR/MANAGEMENT MEETINGS

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

ARTICLE 14.000 – JOINT RECOVERY PROGRAM

14.100 Process

14.101 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.

14.102 The Joint Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost or decreases the Employer's flexibility with respect to any term of this Agreement. Refer to Carpenters Standard ICI Agreement, 2000 Memorandum of Agreement, Part 2, Item 1, for further details and examples.

14.200 Participation

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.

Unless otherwise mutually agreed to in writing by the Union and CLR, neither the Union nor an individual Union Local shall decline to participate in good faith in the process contemplated by Article 14.000 of this Agreement. The parties expressly agree that the Union or an individual local of the Union would be in violation of foregoing if the Union or an individual local 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 of the Union shall encourage or otherwise counsel its members to do so.

ARTICLE 15.000 – GRIEVANCE PROCEDURE

15.100 Definitions

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

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

15.200 Time Limits

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

15.300 Procedure**15.301 Step 1**

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

15.302 Step 2

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

15.303 Step 3

If the grievance is not resolved pursuant to Step 2 within ten (10) business days of being set out in writing and delivered to the other party, the grievance shall be referred to arbitration by a single Arbitrator. The parties shall mutually agree on an Arbitrator; however, if the parties are not able to reach mutual agreement either party may apply to the Collective Agreement Arbitration Bureau for appointment of an Arbitrator.

ARTICLE 16.000 – MANAGEMENT RIGHTS

The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement or in applicable federal or provincial legislation.

ARTICLE 17.000 – SAVINGS CLAUSE

17.100 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.

17.200 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.

17.300 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 15.000.

ARTICLE 18.000 – “CLEAN UP” OF AGREEMENT

During the preparation of this Agreement, mutually agreed upon adjustments were made to format and language in order to address/delete redundant provisions, vague language, logic, consistency, and grammar. The parties have agreed to the resulting changes and provisions.

SIGNATURE OF PARTIES

Dated this 16 day of January, 2024.

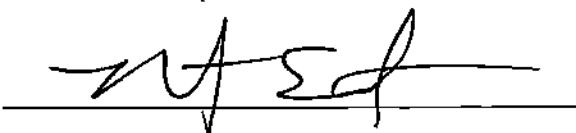
Dated this 16 day of January, 2024.

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations Association of BC

Construction, Maintenance and Allied Workers
Canada



SCAFFOLD ADDENDUM

(1) Object and Application

This Addendum shall be appended to the CMAW Craft Carpenters Standard Industrial Agreement, and shall form a part thereof.

- (a) The object of this Addendum shall be to address the unique nature of scaffolding work in the industrial sectors of the industry.
- (b) This Addendum shall apply to specialty scaffold contractors only, and shall supersede the terms of the CMAW Craft Carpenters Standard Industrial Agreement on like matters. All terms and conditions of the CMAW Craft Carpenters Standard Industrial Agreement not otherwise superseded by this Addendum shall continue to apply.

(2) Shift Premium

The four dollar (\$4.00) shift premium in Article 6.402 of the Agreement shall be replaced with six dollars (\$6.00) for work under the Scaffold Addendum. All other terms and conditions of the Shift Premium shall apply.

The Employer shall identify any jobs which were tendered and awarded prior to this change being agreed and the parties will work together to ensure that those jobs are not negatively impacted by the change in the Shift Premium.

(3) Apprenticeship Standards

- (a) The minimum straight time hourly wage rate for a Scaffold Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Scaffold Journeyman on the project.

1st Term (55%)	2nd Term (65%)	3rd Term (80%)
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- (b) An apprentice shall be required to successfully complete five thousand (5,000) hours worked in order to become a Journeyman Scaffold. Such hours worked shall be divided into two (2) terms of one thousand two hundred and fifty (1,250) worked and one term of two thousand five hundred (2,500) hours worked.
 - (i) An apprentice shall receive credit for hours worked prior to joining the Union where such work falls within the jurisdiction of a scaffold. An apprentice shall not receive credit for such hours until they are able to produce documentation verifying the completion of such work. Upon receipt by the Union, such documentation shall be retained on file.
 - (ii) No existing apprentice shall have their existing wage rate (effective March 31, 2007) reduced because of the application of this Letter of Understanding. All subsequent advancements from one term to the next shall be strictly governed by this Letter of Understanding, and the parties acknowledge that this policy could result in the

classification of an apprentice remaining unchanged for a considerable period of time.

- (iii) A maximum of one thousand two hundred and fifty (1,250) hours will be allowed during an apprenticeship on a ground position.

(c) Advancement Criteria:

The parties acknowledge that an apprentice may be prevented from successfully completing the required technical training due to scheduling of training. In recognition of these acknowledgements, the following advancement criteria shall apply:

- (i) Except as otherwise provided herein, an apprentice shall not advance to a higher classification unless such apprentice: has successfully completed the required hours worked, and has successfully completed the required technical training.
- (ii) The effective date of an apprentice's advancement from one term to the next shall be the date upon which the apprentice's Employer receives written notification from the Union advising that the apprentice has successfully fulfilled all of the required advancement criteria.
 - a) In order for an apprentice to advance from 1st term to 2nd term, such apprentice shall first successfully complete a minimum total of one thousand two hundred and fifty (1,250) hours worked, and be registered with CMAW for the next available technical training for which the apprentice is eligible.
 - b) In order for a apprentice to advance from 2nd term to 3rd term, such apprentice shall first successfully complete a minimum total of two thousand five hundred (2,500) hours worked, and at least one term of technical training.
 - c) In order for an apprentice to advance from 3rd term to the status of Journeyperson Scaffolder, such apprentice shall first successfully complete a minimum total of five thousand (5,000) hours worked, and at all three terms of technical training.
- (iii) An Employer may, at their sole discretion, advance an apprentice to a higher classification absent successful completion of the required technical training and hours worked and registration status, however the Union shall not make any unreasonable effort to persuade an Employer to do so nor discriminate against an Employer for not doing so. A subsequent Employer shall retain the right to return such apprentice to their proper classification.
- (iv) Examples of "reasons completely beyond their control" would include cancelation of technical training by the Union, the verified refusal of an Employer to release an apprentice from employment, or similar circumstance. The parties agree that relatively common transitory ailment routinely experienced by most people (e.g. cold or flu), family responsibilities not seriously interfered with due to a change in term or condition of employment, transportation problems, or scheduling inconveniences do not constitute reasons completely beyond their control.

SCHEDULE "A1.1"
CARPENTERS

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 governed by Article 3.101(b).

"Inside" Lower Mainland/Fraser Valley

Effective May 28, 2023

<u>Employee Classifications:</u>	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	CMAW Benefits	Employer Contributions										Total Package
							CMAW Target Pension	CMAW Admin Fund	CMAW Training Fund	CEA	CAF	Rehab Plan	JA Plan	BCBCBTU Fund	D&A Society		
Journeyman																	
General Foreperson (GF)	125%	55.63	0.90	56.53	6.78	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	71.39	
Foreperson (FP)	115%	51.18	0.90	52.08	6.25	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	66.41	
Certified (CJP)	100%	44.50	0.90	45.40	5.45	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	58.93	
Apprentice Carpenter																	
4 th Term (4 th)	90%	40.05	0.90	40.95	4.91	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	52.87	
3 rd Term (3 rd)	80%	35.60	0.90	36.50	4.38	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	47.89	
2 nd Term (2 nd)	65%	28.93	0.90	29.83	3.58	2.75	2.36	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	39.56	
1 st Term (1 st)	55%	24.48	0.90	25.38	3.05	2.75	2.36	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	34.58	
Unticketed Carpenter	90%	40.05	0.90	40.95	4.91	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	52.87	
Material Handler/ Pre-Apprentice	45%	20.03	0.90	20.93	2.51	2.75	n/a	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	27.23	

SCHEDULE "A1.2"
CARPENTERS

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 governed by Article 3.101(b).

"Inside" Lower Mainland/Fraser Valley

Effective October 29, 2023

Employee Classifications:	%	Employer Contributions														Total Package
		Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	CMAW Benefits	CMAW Target Pension	CMAW Admin Fund	CMAW Training Fund	CEA	CAF	Rehab Plan	JA Plan	BCBCBTU Fund	D&A Society	
Journeyman																
General Foreperson (GF)	125%	56.74	0.90	57.64	6.92	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	72.75
Foreperson (FP)	115%	52.20	0.90	53.10	6.37	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	67.66
Certified (CJP)	100%	45.39	0.90	46.29	5.55	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	60.03
Apprentice Carpenter																
4 th Term (4 th)	90%	40.85	0.90	41.75	5.01	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	53.88
3 rd Term (3 rd)	80%	36.31	0.90	37.21	4.47	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	48.80
2 nd Term (2 nd)	65%	29.50	0.90	30.40	3.65	2.80	2.36	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	40.31
1 st Term (1 st)	55%	24.96	0.90	25.86	3.10	2.80	2.36	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	35.22
Unticketed Carpenter	90%	40.85	0.90	41.75	5.01	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	53.88
Material Handler/ Pre-Apprentice	45%	20.43	0.90	21.33	2.56	2.80	n/a	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	27.79

SCHEDULE "A2.1"
CARPENTERS

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

<u>Employee Classifications:</u>	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	CMAW Benefits	Employer Contributions										Total Package
							CMAW Target Pension	CMAW Admin Fund	CMAW Training Fund	CEA	CAF	Rehab Plan	JA Plan	BCBCBTU Fund	D&A Society		
Journeyman																	
General Foreperson (GF)	125%	55.63	n/a	55.63	6.68	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	70.39	
Foreperson (FP)	115%	51.18	n/a	51.18	6.14	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	65.40	
Certified (CJP)	100%	44.50	n/a	44.50	5.34	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	57.92	
Apprentice Carpenter																	
4 th Term (4 th)	90%	40.05	n/a	40.05	4.81	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	51.87	
3 rd Term (3 rd)	80%	35.60	n/a	35.60	4.27	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	46.88	
2 nd Term (2 nd)	65%	28.93	n/a	28.93	3.47	2.75	2.36	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	38.55	
1 st Term (1 st)	55%	24.48	n/a	24.48	2.94	2.75	2.36	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	33.57	
Unticketed Carpenter	90%	40.05	n/a	40.05	4.81	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	51.87	
Material Handler/ Pre-Apprentice	45%	20.03	n/a	20.03	2.40	2.75	n/a	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	26.22	

SCHEDULE "A2.2"
CARPENTERS

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

Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	CMAW Benefits	Employer Contributions									Total Package
							CMAW Target Pension	CMAW Admin Fund	CMAW Training Fund	CEA	CAF	Rehab Plan	JA Plan	BCBCBTU Fund	D&A Society	
Journey person																
General Foreperson (GF)	125%	56.74	n/a	56.74	6.81	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	71.74
Foreperson (FP)	115%	52.20	n/a	52.20	6.26	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	66.65
Certified (CJP)	100%	45.39	n/a	45.39	5.45	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	59.03
Apprentice Carpenter																
4 th Term (4 th)	90%	40.85	n/a	40.85	4.90	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	52.87
3 rd Term (3 rd)	80%	36.31	n/a	36.31	4.36	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	47.79
2 nd Term (2 nd)	65%	29.50	n/a	29.50	3.54	2.80	2.36	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	39.30
1 st Term (1 st)	55%	24.96	n/a	24.96	3.00	2.80	2.36	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	34.22
Unticketed Carpenter	90%	40.85	n/a	40.85	4.90	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	52.87
Material Handler/ Pre-Apprentice	45%	20.43	n/a	20.43	2.45	2.80	n/a	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	26.78

SCHEDULE "B1.1"
CARPENTERS

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 governed by Article 3.101(b).

"Inside" Lower Mainland/Fraser Valley

Effective May 28, 2023

	Employee Classifications								
	GF	FP	CJP	<<<Apprentice Carpenters>>>				Unticketed	MH/PA
	4 th	3 rd	2 nd	1 st	Carpenter				
Employer Contributions:¹									
CMAW Benefits	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75
CMAW Target Pension Plan	4.29	4.29	4.29	3.22	3.22	2.36	2.36	3.22	n/a
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Carpentry Employers Association (CEA)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Contract Administration Fund (CAF)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
JA Plan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Total Employer Contributions	8.08	8.08	8.08	7.01	7.01	6.15	6.15	7.01	3.79
Employee Deductions:¹									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
CMAW Local Check Off	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Total Employee Deductions	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18
Total Hourly Remittance to CWF	ST	9.01	9.01	9.01	7.94	7.94	7.08	7.08	4.72
	1.5x OT	12.98	12.98	12.98	11.37	11.37	10.08	10.08	6.54
	2x OT	16.94	16.94	16.94	14.80	14.80	13.08	13.08	8.36
Total Hourly Remittance to Local 1995	ST	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
	1.5x OT	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38
	2x OT	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50

1. CMAW Benefits, CMAW Target Pension Plan, Field Dues and CMAW Local Check Off based on "hours earned"
All other employer contributions and employee deductions based on "hours worked"

SCHEDULE "B1.2"
CARPENTERS

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 governed by Article 3.101(b).

"Inside" Lower Mainland/Fraser Valley

Effective October 29, 2023

	Employee Classifications								
	GF	FP	CJP	<<<Apprentice Carpenters>>>				Unticketed	
				4 th	3 rd	2 nd	1 st	Carpenter	MH/PA
Employer Contributions: ¹									
CMAW Benefits	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80
CMAW Target Pension Plan	4.29	4.29	4.29	3.22	3.22	2.36	2.36	3.22	n/a
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
Carpentry Employers Association (CEA)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Contract Administration Fund (CAF)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
JA Plan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Total Employer Contributions	8.19	8.19	8.19	7.12	7.12	6.26	6.26	7.12	3.90
Employee Deductions: ¹									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
CMAW Local Check Off	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Total Employee Deductions	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18
Total Hourly Remittance to CWF									
ST	9.12	9.12	9.12	8.05	8.05	7.19	7.19	8.05	4.83
1.5x OT	13.11	13.11	13.11	11.51	11.51	10.22	10.22	11.51	6.68
2x OT	17.10	17.10	17.10	14.96	14.96	13.24	13.24	14.96	8.52
Total Hourly Remittance to Local 1995									
ST	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
1.5x OT	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38
2x OT	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50

1. CMAW Benefits, CMAW Target Pension Plan, Field Dues and CMAW Local Check Off based on "hours earned"
All other employer contributions and employee deductions based on "hours worked"

SCHEDULE "B2.1"
CARPENTERS

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 28, 2023

	Employee Classifications								MH/PA	
	GF	FP	CJP	<<Apprentice Carpenters>>				Unticketed Carpenter		
				4 th	3 rd	2 nd	1 st			
Employer Contributions:¹										
CMAW Benefits	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	
CMAW Target Pension Plan	4.29	4.29	4.29	3.22	3.22	2.36	2.36	3.22	n/a	
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	
CMAW Training Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	
Carpentry Employers Association (CEA)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	
Contract Administration Fund (CAF)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
JA Plan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
D&A Society	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
Total Employer Contributions	8.08	8.08	8.08	7.01	7.01	6.15	6.15	7.01	3.79	
Employee Deductions:¹										
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
CMAW Local Check Off				Refer to Article 4.702						
Total Employee Deductions	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	
Total Hourly Remittance to CWF										
ST	9.01	9.01	9.01	7.94	7.94	7.08	7.08	7.94	4.72	
1.5x OT	12.98	12.98	12.98	11.37	11.37	10.08	10.08	11.37	6.54	
2x OT	16.94	16.94	16.94	14.80	14.80	13.08	13.08	14.80	8.36	
Total Hourly Remittance to Local 1995										
ST				Refer to Article 4.702						
1.5x OT				Refer to Article 4.702						
2x OT				Refer to Article 4.702						

1. CMAW Benefits, CMAW Target Pension Plan, Field Dues and CMAW Local Check Off based on "hours earned"
All other employer contributions and employee deductions based on "hours worked"

SCHEDULE "B2.2"
CARPENTERS

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

	Employee Classifications									
	GF	FP	CJP	<<<Apprentice Carpenters>>>				Unticketed		
				4 th	3 rd	2 nd	1 st	Carpenter	MH/PA	
Employer Contributions: ¹										
CMAW Benefits	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	
CMAW Target Pension Plan	4.29	4.29	4.29	3.22	3.22	2.36	2.36	3.22	n/a	
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	
CMAW Training Fund	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	
Carpentry Employers Association (CEA)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	
Contract Administration Fund (CAF)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
JA Plan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
D&A Society	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
Total Employer Contributions	8.19	8.19	8.19	7.12	7.12	6.26	6.26	7.12	3.90	
Employee Deductions: ¹										
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
CMAW Local Check Off				Refer to Article 4.702						
Total Employee Deductions	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	
Total Hourly Remittance to CWF	ST	9.12	9.12	9.12	8.05	8.05	7.19	7.19	8.05	
	1.5x OT	13.11	13.11	13.11	11.51	11.51	10.22	10.22	11.51	
	2x OT	17.10	17.10	17.10	14.96	14.96	13.24	13.24	14.96	
Total Hourly Remittance to Local 1995	ST				Refer to Article 4.702					
	1.5x OT				Refer to Article 4.702					
	2x OT				Refer to Article 4.702					

1. CMAW Benefits, CMAW Target Pension Plan, Field Dues and CMAW Local Check Off based on "hours earned"
All other employer contributions and employee deductions based on "hours worked"

SCHEDULE "C1.1"
SCAFFOLDERS

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

Schedule "C1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley except those governed by Article 3.101(b).

"Inside" Lower Mainland/Fraser Valley

Effective May 28, 2023

<u>Employee Classifications:</u>	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	CMAW Benefits	Employer Contributions										Total Package
							CMAW Target Pension	CMAW Admin Fund	CMAW Training Fund	CEA	CAF	Rehab Plan	JA Plan	BCBCBTU Fund	D&A Society		
Journey person																	
General Foreperson (GF)	125%	55.63	0.90	56.53	6.78	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	71.39	
Foreperson (FP)	115%	51.18	0.90	52.08	6.25	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	66.41	
Certified (CJP)	100%	44.50	0.90	45.40	5.45	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	58.93	
Apprentice Scaffolder																	
3 rd Term (3 rd)	80%	35.60	0.90	36.50	4.38	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	47.89	
2 nd Term (2 nd)	65%	28.93	0.90	29.83	3.58	2.75	2.36	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	39.56	
1 st Term (1 st)	55%	24.48	0.90	25.38	3.05	2.75	2.36	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	34.58	
Unticketed Scaffolder¹	90%	40.05	0.90	40.95	4.91	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	52.87	
Material Handler/ Pre-Apprentice	45%	20.03	0.90	20.93	2.51	2.75	n/a	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	27.23	

1. An Unticketed Scaffolder is a Scaffolder with 8,000 provable hours of experience in the trade who has not either completed the Apprenticeship program described in the Scaffold Addendum or successfully challenged the associated testing.

SCHEDULE "C1.2"
SCAFFOLDERS

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

Schedule "C1.2" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley except those governed by Article 3.101(b).

"Inside" Lower Mainland/Fraser Valley

Effective October 29, 2023

Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	CMAW Benefits	Employer Contributions									Total Package
							CMAW Target Pension	CMAW Admin Fund	CMAW Training Fund	CEA	CAF	Rehab Plan	JA Plan	BCBCBTU Fund	D&A Society	
Journeyman																
General Foreperson (GF)	125%	56.74	0.90	57.64	6.92	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	72.75
Foreperson (FP)	115%	52.20	0.90	53.10	6.37	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	67.66
Certified (CJP)	100%	45.39	0.90	46.29	5.55	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	60.03
Apprentice Scaffolder																
3 rd Term (3 rd)	80%	36.31	0.90	37.21	4.47	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	48.80
2 nd Term (2 nd)	65%	29.50	0.90	30.40	3.65	2.80	2.36	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	40.31
1 st Term (1 st)	55%	24.96	0.90	25.86	3.10	2.80	2.36	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	35.22
Unticketed Scaffolder¹	90%	40.85	0.90	41.75	5.01	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	53.88
Material Handler/Pre-Apprentice	45%	20.43	0.90	21.33	2.56	2.80	n/a	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	27.79

1. An Unticketed Scaffolder is a Scaffolder with 8,000 provable hours of experience in the trade who has not either completed the Apprenticeship program described in the Scaffold Addendum or successfully challenged the associated testing.

SCHEDULE "C2.1"
SCAFFOLDERS

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

Schedule "C2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective May 28, 2023

<u>Employee Classifications:</u>	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	CMAW Benefits	Employer Contributions									Total Package
							CMAW Target Pension	CMAW Admin Fund	CMAW Training Fund	CEA	CAF	Rehab Plan	JA Plan	BCBCBTU Fund	D&A Society	
Journey person																
General Foreperson (GF)	125%	55.63	n/a	55.63	6.68	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	70.39
Foreperson (FP)	115%	51.18	n/a	51.18	6.14	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	65.40
Certified (CJP)	100%	44.50	n/a	44.50	5.34	2.75	4.29	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	57.92
Apprentice Scaffolder																
3 rd Term (3 rd)	80%	35.60	n/a	35.60	4.27	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	46.88
2 nd Term (2 nd)	65%	28.93	n/a	28.93	3.47	2.75	2.36	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	38.55
1 st Term (1 st)	55%	24.48	n/a	24.48	2.94	2.75	2.36	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	33.57
Unticketed Scaffolder¹	90%	40.05	n/a	40.05	4.81	2.75	3.22	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	51.87
Material Handler/ Pre-Apprentice	45%	20.03	n/a	20.03	2.40	2.75	n/a	0.40	0.30	0.10	0.13	0.04	0.01	0.05	0.01	26.22

1. An Unticketed Scaffolder is a Scaffolder with 8,000 provable hours of experience in the trade who has not either completed the Apprenticeship program described in the Scaffold Addendum or successfully challenged the associated testing.

**SCHEDULE "C2.2"
SCAFFOLDERS**

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

Schedule "C2.2" 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	Metro Travel	Sub Total	VP/SHP (12%)	CMAW Benefits	Employer Contributions										Total Package
							CMAW Target Pension	CMAW Admin Fund	CMAW Training Fund	CEA	CAF	Rehab Plan	JA Plan	BCBCBTU Fund	D&A Society		
Journey person																	
General Foreperson (GF)	125%	56.74	n/a	56.74	6.81	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	71.74	
Foreperson (FP)	115%	52.20	n/a	52.20	6.26	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	66.65	
Certified (CJP)	100%	45.39	n/a	45.39	5.45	2.80	4.29	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	59.03	
Apprentice Scaffolder																	
3 rd Term (3 rd)	80%	36.31	n/a	36.31	4.36	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	47.79	
2 nd Term (2 nd)	65%	29.50	n/a	29.50	3.54	2.80	2.36	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	39.30	
1 st Term (1 st)	55%	24.96	n/a	24.96	3.00	2.80	2.36	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	34.22	
Unticketed Scaffolder¹	90%	40.85	n/a	40.85	4.90	2.80	3.22	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	52.87	
Material Handler/ Pre-Apprentice	45%	20.43	n/a	20.43	2.45	2.80	n/a	0.40	0.36	0.10	0.13	0.04	0.01	0.05	0.01	26.78	

1. An Unticketed Scaffolder is a Scaffolder with 8,000 provable hours of experience in the trade who has not either completed the Apprenticeship program described in the Scaffold Addendum or successfully challenged the associated testing.

SCHEDULE "D1.1"
SCAFFOLDERS

INSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "D1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley except those governed by Article 3.101(b).

"Inside" Lower Mainland/Fraser Valley

Effective May 28, 2023

	Employee Classifications							Scaffolder	MH/PA
	GF	FP	CJP	<<<Apprentice Classifications>>>			Unticketed		
				3 rd	2 nd	1 st			
Employer Contributions: ¹									
CMAW Benefits	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	
CMAW Target Pension Plan	4.29	4.29	4.29	3.22	2.36	2.36	3.22	n/a	
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	
CMAW Training Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	
Carpentry Employers Association (CEA)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	
Contract Administration Fund (CAF)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
JA Plan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
D&A Society	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
Total Employer Contributions	8.08	8.08	8.08	7.01	6.15	6.15	7.01	3.79	
Employee Deductions: ¹									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
CMAW Local Check Off	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Total Employee Deductions	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	
Total Hourly Remittance to CWF	ST	9.01	9.01	9.01	7.94	7.08	7.08	7.94	4.72
	1.5x OT	12.98	12.98	12.98	11.37	10.08	10.08	11.37	6.54
	2x OT	16.94	16.94	16.94	14.80	13.08	13.08	14.80	8.36
Total Hourly Remittance to Local 1995	ST	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
	1.5x OT	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38
	2x OT	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50

1. CMAW Benefits, CMAW Target Pension Plan, Field Dues and CMAW Local Check Off based on "hours earned"
All other employer contributions and employee deductions based on "hours worked"

**SCHEDULE "D1.2"
SCAFFOLDERS**

**INSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "D1.2" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley except those governed by Article 3.101(b).

"Inside" Lower Mainland/Fraser Valley

Effective October 29, 2023

	Employee Classifications							
	GF	FP	CJP	<<<Apprentice Classifications>>>			Unticketed	
				3 rd	2 nd	1 st	Scaffolder	MH/PA
Employer Contributions:¹								
CMAW Benefits	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80
CMAW Target Pension Plan	4.29	4.29	4.29	3.22	2.36	2.36	3.22	n/a
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
Carpentry Employers Association (CEA)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Contract Administration Fund (CAF)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
JA Plan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Total Employer Contributions	8.19	8.19	8.19	7.12	6.26	6.26	7.12	3.90
Employee Deductions:¹								
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
CMAW Local Check Off	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Total Employee Deductions	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18
Total Hourly Remittance to CWF								
ST	9.12	9.12	9.12	8.05	7.19	7.19	8.05	4.83
1.5x OT	13.11	13.11	13.11	11.51	10.22	10.22	11.51	6.68
2x OT	17.10	17.10	17.10	14.96	13.24	13.24	14.96	8.52
Total Hourly Remittance to Local 1995								
ST	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
1.5x OT	0.38	0.38	0.38	0.38	0.38	0.38	0.38	0.38
2x OT	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50

1. CMAW Benefits, CMAW Target Pension Plan, Field Dues and CMAW Local Check Off based on "hours earned"
All other employer contributions and employee deductions based on "hours worked"

SCHEDULE "D2.1"
SCAFFOLDERS

OUTSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "D2.1" 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							
	GF	FP	CJP	<<<Apprentice Classifications>>>			Unticketed	
				3 rd	2 nd	1 st	Scaffolder	MH/PA
Employer Contributions: ¹								
CMAW Benefits	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75
CMAW Target Pension Plan	4.29	4.29	4.29	3.22	2.36	2.36	3.22	n/a
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CMAW Training Fund	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Carpentry Employers Association (CEA)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Contract Administration Fund (CAF)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
JA Plan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBC8TU Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Total Employer Contributions	8.08	8.08	8.08	7.01	6.15	6.15	7.01	3.79
Employee Deductions: ¹								
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
CMAW Local Check Off				Refer to Article 4.702				
Total Employee Deductions	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Total Hourly Remittance to CWF	ST	9.01	9.01	9.01	7.94	7.08	7.08	4.72
	1.5x OT	12.98	12.98	12.98	11.37	10.08	10.08	6.54
	2x OT	16.94	16.94	16.94	14.80	13.08	13.08	8.36
Total Hourly Remittance to Local 1995	ST				Refer to Article 4.702			
	1.5x OT				Refer to Article 4.702			
	2x OT				Refer to Article 4.702			

1. CMAW Benefits, CMAW Target Pension Plan, Field Dues and CMAW Local Check Off based on "hours earned"
All other employer contributions and employee deductions based on "hours worked"

**SCHEDULE "D2.2"
SCAFFOLDERS**

**OUTSIDE LOWER MAINLAND/FRASER VALLEY
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "D2.2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective October 29, 2023

	Employee Classifications							Scaffolder	MH/PA
	GF	FP	CJP	<<<Apprentice Classifications>>>			Unticketed		
				3 rd	2 nd	1 st			
Employer Contributions: ¹									
CMAW Benefits	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	
CMAW Target Pension Plan	4.29	4.29	4.29	3.22	2.36	2.36	3.22	n/a	
CMAW Administration Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	
CMAW Training Fund	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	
Carpentry Employers Association (CEA)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	
Contract Administration Fund (CAF)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
JA Plan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
D&A Society	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	
Total Employer Contributions	8.19	8.19	8.19	7.12	6.26	6.26	7.12	3.90	
Employee Deductions: ¹									
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	
Rehabilitation Plan	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	
CMAW Local Check Off				Refer to Article 4.702					
Total Employee Deductions	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	
Total Hourly Remittance to CWF	ST	9.12	9.12	9.12	8.05	7.19	7.19	8.05	
	1.5x OT	13.11	13.11	13.11	11.51	10.22	10.22	11.51	
	2x OT	17.10	17.10	17.10	14.96	13.24	13.24	14.96	
Total Hourly Remittance to Local 1995	ST				Refer to Article 4.702				
	1.5x OT				Refer to Article 4.702				
	2x OT				Refer to Article 4.702				

1. CMAW Benefits, CMAW Target Pension Plan, Field Dues and CMAW Local Check Off based on "hours earned"
All other employer contributions and employee deductions based on "hours worked"

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) BCBT

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

(3) CEA of BC

Carpentry Employers Association of BC

(4) CLR

Construction Labour Relations Association of BC

(5) CMAW

Construction, Maintenance and Allied Workers Canada.

(6) 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.

(7) 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.

(8) 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"

cont'd

DEFINITIONS AND ABBREVIATIONS

(9) Industrial Construction

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

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.

(10) LRB

British Columbia Labour Relations Board

(11) Local

An affiliated Local of the Union.

(12) Local Resident Employee

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

(13) Metropolitan Area: Lower Mainland/Fraser Valley

The Lower Mainland/Fraser Valley shall be inclusive of Lions Bay to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

(14) Union

Construction, Maintenance and Allied Workers Canada. Where the term Union is used within this Agreement, such usage shall be deemed to be inclusive of, and applicable to, each of the constituent members of CMAW, both collectively and individually.

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.

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 UNDERSTANDING RE: AFFILIATION**

The parties hereby agree that the following terms and conditions shall supersede any contrary application or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement (the "Agreement"). All terms and conditions of the Agreement not superseded in accordance with the foregoing shall apply to this Letter of Understanding.

- A.** The Union shall not be entitled to restrict, in any way, an Employer's right to perform work on a project site whereon work falling within the jurisdiction of the carpenters is being performed by individuals who are not members of the Union. Such projects shall hereinafter be referred to as "open shop projects".
- B.** Item A. shall apply regardless of:
 - 1.** the signatory status or lack thereof of the employer(s) of those individuals who are performing such carpenter jurisdiction work, and/or
 - 2.** whether the Employer is a subcontractor of the employer(s) in question, or merely working on the same site as the Employees or subcontractor(s) of such employer(s).
- C.** It shall be a violation of the Agreement for the Union to attempt to exert pressure upon an Employer because such Employer is performing work on an open shop project or has the intention of doing so. In particular, the Union shall not withdraw its members from an open shop project or threaten to do so. Nor shall the Union attempt to exert pressure upon an Employer by other means.

APPENDIX "D"**LETTER OF UNDERSTANDING RE: IMPLEMENTATION OF INDUSTRIAL RATE ON
COMMERCIAL/INSTITUTIONAL PROJECTS**

The parties hereby agree that the following terms and conditions shall supersede any contrary application or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement (the "Agreement"). All terms and conditions of the Agreement not superseded in accordance with the foregoing shall apply to this Letter of Understanding.

- A.** The Industrial wage rate shall be substituted for the Commercial/Institutional wage rate when sixty-five percent (65%) of the Commercial/Institutional projects in BC are performed by Employers certified to or party to a collective agreement with the Union.
- B.** This will be determined by statistics compiled by using Vancouver Regional Construction Association, Southern Interior Construction Association, Vancouver Island Construction Association, and Northern Construction Association, or their successors, Tender Award Bulletins, based on the number of jobs tendered.
- C.** When the sixty-five percent (65%) level is reached in the Commercial/Institutional sector, the Industrial wage rate will apply on jobs tendered after said date.

APPENDIX "E"**LETTER OF UNDERSTANDING RE: UNION CONSTRUCTION INDUSTRY BENEFIT PLAN**

The parties hereby agree that the following terms and conditions shall supersede any contrary application or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement (the "Agreement"). All terms and conditions of the Agreement not superseded in accordance with the foregoing shall apply to this Letter of Understanding.

- A.** The increasing cost of providing benefit plan coverage to Employees governed by this Agreement is a concern to the parties. Improving economies of scale may be one possible means of limiting this increase in the future.
- B.** Therefore, the parties agree that a subcommittee of CLR and the BCBCBTU shall be established to investigate both the advantages and disadvantages of developing a union construction industry benefit plan. The subcommittee shall be authorized to bring forward recommendations, and such recommendations shall be subject to ratification by the parties.
- C.** The foregoing shall not be interpreted to mean that any individual constituent union of the BCBCBTU would be required to participate in a union construction industry benefit plan, even if recommended by the subcommittee.

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

The following terms and conditions shall supersede any contrary application or interpretation of the CMAW 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 an 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 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 twenty-three dollar (\$23.00), or the amount specified by

APPENDIX "F"

cont'd

LETTER OF INTERPRETATION RE: MEAL BREAKS

CRA as reasonable for an overtime meal allowance, meal allowance to each affected Employee in lieu thereof.

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

Two (2) meal breaks of one-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-third ($\frac{1}{3}$) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the two-thirds ($\frac{2}{3}$) 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-quarter ($\frac{1}{4}$) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-half ($\frac{1}{2}$) point of the shift and shall not be considered as time worked/earned.
- c. The third one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the three-quarters ($\frac{3}{4}$) 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)

APPENDIX "F"

cont'd

LETTER OF INTERPRETATION RE: MEAL BREAKS

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.

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

APPENDIX "F"

cont'd

LETTER OF INTERPRETATION RE: MEAL BREAKS

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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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.

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 6:00 pm, and be paid the meal allowance in lieu of the hot meal.

APPENDIX "G"**LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS**

The parties hereby agree that the following terms and conditions shall supersede any contrary application or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement, or the Scaffold Addendum appended thereto. Such terms and conditions shall be referenced within the CMAW Craft Carpenters Standard Industrial Agreement, and shall be deemed to pertain thereto and be a part thereof. The effective date of this Letter of Understanding shall be April 1, 2007.

A. Overview

Except as otherwise provided herein, an apprentice shall be required to successfully complete both the required technical training and required hours worked in order to advance from one (1) term of apprenticeship to the next. An apprentice shall work under the supervision of a Journeyman Carpenter throughout the duration of their apprenticeship.

B. Technical Training

An apprentice shall be required to successfully complete four (4) terms of technical training in order to become a Journeyman Carpenter. All technical training shall be provided by a government recognized training institution unless otherwise agreed to, in writing, by the parties.

1. Successful completion of one (1) term of technical training annually is a fundamental component of a carpenter apprenticeship and every apprentice shall take all reasonable steps to fulfill this obligation. An Employer shall never discourage an apprentice from attending technical training.
2. An apprentice shall, within one (1) month of commencing their apprenticeship, formally register for as many terms of technical training as is permitted by the local area training institution. In doing so, the apprentice shall make a sincere attempt to ensure that the scheduling of such training is, to the greatest extent possible, consistent with the objectives of item B1.
3.
 - a. After formally registering for technical training pursuant to item B2, an apprentice shall not change the scheduled registration dates unless forced to do so for appropriate personal reasons. In such event, the apprentice shall formally re-register for as many of the remaining terms of technical training as is permitted by the local area training institution, and shall do so in a manner consistent with the standard provided for in item B2.
 - b. Appropriate personal reasons shall be defined as legitimate and serious matters concerning the personal health of the apprentice or a member of their immediate family.
4.
 - a. The parties acknowledge that there may be a considerable time lag between the "last day of class" for an apprentice in a given term of technical training, and the day when such apprentice finally receives documentation verifying successful completion of such technical training. As a result, an apprentice shall be deemed to have

APPENDIX "G"

cont'd

LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

"successfully completed" a term of technical training effective the first work day following their "last day of class".

- b. The Employer reserves the right to delay implementation of an apprentice's advancement from one term to the next pending receipt of appropriate verifying documentation. However, upon receipt of such verifying documentation, the Employer shall process the corresponding required wage increase for the apprentice retroactive to the date the Employer received the required written notification (refer to item F2) from the Union.

C. Hours Worked

An apprentice shall be required to successful complete six thousand three hundred and sixty (6,360) work-based hours worked in order to become a Journeyman Carpenter. Such hours worked shall be divided into four (4) terms of one thousand five hundred and ninety (1,590) work-based hours worked per term. Notwithstanding the foregoing,

1. In the event that SkilledTradesBC changes the duration of a carpenter apprenticeship from the currently applicable six thousand three hundred and sixty (6,360) work-based hours worked, the provisions of this Letter of Understanding shall also be changed, as needed, to remain consistent with the revised duration.
2. An apprentice shall receive credit for hours worked prior to joining the Union where such work falls within the jurisdiction of a carpenter. An apprentice shall not receive credit for such hours until they are able to produce documentation verifying the completion of such work. Upon receipt by the Union, such documentation shall be retained on file. An apprentice shall also receive credit for seven hundred and twenty (720) work-based hours worked upon successful completion of a government recognized pre-apprenticeship training program.

D. Wage Rates

The minimum straight time hourly wage rate for an apprentice shall be calculated as a percentage of the applicable minimum straight time hourly wage rate for a journeyman on the project in accordance with the following schedule.

1 st Term	55%	2 nd Term	65%	3 rd Term	80%	4 th Term	90%
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E. Classification

The parties agree that the classification of an apprentice or journeyman should be generally consistent with such individual's skills, abilities and experience. As a result, the parties further agree that both the Union and the Employer shall at all times act prudently when classifying an apprentice or journeyman. To this end, the classification of apprentices and journeymen shall be governed as follows.

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LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

1. The Union shall be responsible for the initial classification of any apprentice who is indentured to the Union, or a Union controlled Board, Association or Society. Likewise, the Employer shall be responsible for the initial classification of any apprentice who is indentured to such Employer, or an Employer controlled Board, Association or Society.
2.
 - a. The initial classification of an apprentice shall require consideration of both the apprentice's prior technical training and work experience. If an apprentice is indentured to the Union or a Union controlled Board, Association or Society, the Union may initially classify such apprentice strictly on the basis of hours worked, providing such hours worked are consistent with the terms of item C2.
 - b. Where the Union initially classifies an apprentice strictly on the basis of hours worked, the Employer must be notified accordingly, in writing, prior to the dispatch of such apprentice. Thereafter, the Employer retains the unfettered right to decline such dispatch and/or to terminate the employment of such apprentice, if in the opinion of the Employer, the apprentice's classification is inconsistent with their skills, abilities and experience.
3. Subsequent to the initial classification of an apprentice, all advancement from one term to the next shall be strictly governed by this Letter of Understanding. As a result, an apprentice who was initially classified strictly on the basis of hours worked shall not be automatically entitled to advancement until such time as the apprentice has successfully completed all of the otherwise required technical training.
4. No individual shall be classified as a Journeyman Carpenter subsequent to April 1, 2007 unless they have obtained a government recognized Carpenters Trade Qualification (TQ) Certificate. An individual who has not obtained a TQ certificate may still be classified as a Journeyman Carpenter by the Union providing such individual has clearly demonstrated that they possess the skills, ability and practical work experience commensurate with such classification. Nevertheless, an Employer may, at their sole discretion, reject the dispatch and/or terminate the employment of such an individual if the Employer disagrees with the Union's assessment for any reason.
5. No existing apprentice shall have their existing wage rate (effective March 31, 2007) reduced as a result of the application of this Letter of Understanding. All subsequent advancements from one term to the next shall be strictly governed by this Letter of Understanding, and the parties acknowledge that this policy could result in the classification of an apprentice remaining unchanged for a considerable period of time.

F. Advancement Criteria

The parties acknowledge that an apprentice may be prevented from successfully completing the required technical training on an annual basis due to lengthy "wait lists" at certain training institutions. The parties further acknowledge that each apprentice is solely responsible for ensuring that they remain formally registered for as many terms of technical training as is

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LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

permitted by their local training institution throughout the entire duration of their apprenticeship. In recognition of these acknowledgments, the following advancement criteria shall apply.

1. Except as otherwise provided herein, an apprentice shall not advance to a higher classification they:

- have successfully completed the required hours worked,
- have successfully completed the required technical training, and
- are formally registered for technical training to the extent required herein.

Refer to item F2 for additional clarification.

2. The effective date of an apprentice's advancement from one term to the next shall be the date upon which the apprentice's Employer receives written notification from the Union advising that the apprentice has successfully fulfilled all of the required advancement criteria. If an apprentice is indentured directly to their Employer, the effective date of the apprentice's advancement from one term to the next shall be the date upon which the apprentice actually fulfills all of the required advancement criteria.

- a. In order for an apprentice to advance from 1st Term to 2nd Term, such apprentice shall first successfully complete a minimum total of one thousand five hundred and ninety (1,590) work based hours worked, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.
- b. In order for an apprentice to advance from 2nd Term to 3rd Term, such apprentice shall first successfully complete a minimum total of three thousand one hundred and eighty (3,180) work based hours worked, and at least one (1) term of technical training, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.
- c. In order for an apprentice to advance from 3rd Term to 4th Term, such apprentice shall first successfully complete a minimum total of four thousand seven hundred and seventy (4,770) work based hours worked, and at least two (2) terms of technical training, and be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, and be formally registered for as many of the additional terms of technical training as is permitted by the local area training institution.
- d. In order for an apprentice to advance from 4th Term to the status of Journeyman Carpenter, such apprentice shall first successfully complete a minimum total of 6,360 work based hours worked and all four (4) terms of technical training, and shall

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LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

additionally obtain a government recognized Carpenter Trade Qualification Certificate and/or pass the carpenter Red Seal exam.

3. Notwithstanding items F1 and F2, an Employer may, at its sole discretion, advance an apprentice to a higher classification absent successful completion of the required technical training, hours worked, or registration status, however the Union shall not make any unreasonable effort to persuade an Employer to do so nor discriminate against an Employer in any way for not doing so. A subsequent Employer shall retain the right to return such apprentice to their proper classification.
4.
 - a. Notwithstanding items F1 and F2, an apprentice shall not be denied advancement from one term to the next solely because the apprentice was prevented from attending technical training for reasons completely beyond their control. All other advancement criteria would apply, and each advancement shall be treated as separate and distinct with respect to the application of this exception.
 - b. Examples of "reasons completely beyond their control" would include the last minute cancellation of technical training by the institution, the verified refusal of an Employer to release an apprentice from employment, or any other similar circumstance. The Parties agree that relatively common/routine: illness, transportation problems, scheduling inconveniences, or family related concerns do not constitute reasons completely beyond their control.

G. Supporting Documentation

1. The Union shall provide an Employer, upon request, with sufficient evidence to support the Union's classification of an apprentice. The Employer's request shall be in writing and shall be delivered to the Union via fax or email, with a copy to CLR. Such evidence would include all documentation necessary to substantiate that the apprentice:
 - has successfully completed pre-apprenticeship training,
 - has successfully completed the required hours worked,
 - has successfully completed the required technical training,
 - is formally registered for additional technical training to the extent required herein,
 - had appropriate personal reasons for changing previously scheduled technical training registration dates, and/or
 - was prevented from attending technical training for reasons completely beyond their control.
2. Notwithstanding item G1, the Union's classification of an apprentice shall not be effective until the Employer receives the requested evidence, except as otherwise provided for in item B4. However, in the event the Union's classification was implemented prior to the Employer making the request, such classification may be reversed at the Employer's discretion pending receipt of the requested evidence. The negligent incorrect classification

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LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

of any apprentice or journeyman by the Union shall be appropriate grounds for a grievance by the Employer.

H. Indentureship

1. An apprentice may be indentured directly with the Union, an individual Employer, or a Board, Association, or Society directly related to either the Union or an individual or a group of Employer(s).
 - a. Where an apprentice is indentured to the Union or a Union controlled Board, Association or Society, the Union shall track the apprentice's progress and shall notify the apprentice's Employer whenever a change of classification is warranted. Changes in classification shall be effective as of the date such notification is received.
 - b. Where an apprentice is indentured to an individual Employer or an Employer controlled Board, Association or Society, the Employer shall track the apprentice's progress and shall notify the Union whenever a change in classification is warranted. Changes in classification shall be effective as of the date such change was warranted.
2. Employers shall grant preference of continued employment or re-employment to an indentured apprentice in recognition of the apprentice's need to complete the required hours worked.

I. Dispute Resolution

Any dispute which may arise in relation to the terms of this Letter of Understanding shall be resolved within three (3) business days by mutual agreement between one (1) representative from CLR and one (1) representative from CMAW. Where a mutually agreed resolution has not been reached within five (5) business days, the disputed matter shall be referred to Mr. Michael Fleming, for final and binding resolution.

APPENDIX "H"
LIST OF SIGNATORY EMPLOYERS

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 June 1, 2022, the following employers have authorized CLR to bargain a renewal CMAW Craft Carpenters Standard Industrial Agreement with CMAW and to sign such Agreement on their behalf.

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| 1. Alfred Horie Construction Co. Ltd. | 13. LML Industrial Contractors Ltd. |
| 2. Brightside Enterprises Ltd. | 14. M & C Contractors Ltd. |
| 3. Brymark Installations Group Inc. | 15. Norcan Construction - 83 Inc. |
| 4. Cascade Mechanical Ltd. | 16. Orion Interior Contracting Ltd. |
| 5. Co-Gen Mechanical Services Ltd. | 17. R.J. Cooper Construction Ltd. |
| 6. Crossroads Construction Co. Ltd. | 18. Technical Acid Construction – T.A.C. West Ltd. |
| 7. Eby & Sons Construction Ltd. | 19. Totalplan Inc. |
| 8. Emil Anderson Construction (EAC) Inc. | 20. Turn-Key Construction Inc. |
| 9. Halse-Martin Construction Co. Ltd. | 21. TVE Industrial Services Ltd. |
| 10. Hodgson, King & Marble Ltd. | 22. Viking Construction Ltd. |
| 11. Holaco Construction (1997) Ltd. | 23. W.S. Nicholls Construction Inc. |
| 12. Jayko Construction Ltd. | |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 as interpreted by the Arbitration Decision B.C.C.A.A.A. No. 164 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

APPENDIX "H"**cont'd****LIST OF SIGNATORY EMPLOYERS – SCAFFOLD ADDENDUM**

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 June 1, 2022, the following employers have authorized CLR to bargain a renewal CMAW Craft Carpenters Standard Industrial Agreement Scaffold Addendum with CMAW and to sign such Agreement on their behalf.

1. Aluma Systems Inc.
2. Brock Canada West Ltd.
3. Excel Scaffold Solutions Ltd.

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 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.