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 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR.

(Hereinafter referred to as the "Employer")

May 1, 2014 to April 30, 2016

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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, 2014, to and including April 30, 2016, 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, 2016, 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 is 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. Notwithstanding any/all contrary provisions of this Agreement, the parties agree that such work shall not include work which is the jurisdiction of the carpenter lather, floorlayer, millwright and/or piledriver.
 - (b) Notwithstanding any/all contrary provisions of this Agreement, unless otherwise mutually agreed by the parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the CMAW Craft Carpenters Standard Commercial/Institutional Agreement, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU

affiliate union(s).

3.102 All work performed which requires the tools, skills or ability of a tradesperson shall be performed by a member of the Union. Notwithstanding the foregoing, one (1) representative of 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 the Union.

3.300 Union Security and Affiliation

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

The following monetary package increases shall apply to the April 1, 2014 Certified Journeyperson employee classification on all non enabled industrial projects tendered and/or underway as of April 30, 2015. All other employee classifications on such projects shall be recalculated accordingly. Such monetary package increases are inclusive of wages, annual vacation and statutory holiday pay, and Employer contributions.

Total Increase = \$ 3.00 per hour	May 1, 2015	\$ 1.50 per hour
	April 1, 2016	\$ 1.50 per hour

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 the Union Benefit Plan, the Union Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the parties.
- **4.202** Notwithstanding Article 4.201, 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. In particular, the Union retains the right, at their sole discretion, to allocate sufficient additional monies to the Employer contribution to the Union Benefit Plan necessary to offset the inclusion of MSP premiums within the benefit plan coverage.

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. Notwithstanding the foregoing, 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 seventy-five cents (\$0.75) 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 fifty cents (\$0.50) per hour earned. Such increase shall be paid for actual hours worked each day, or four (4) hours, whichever is greater.

4.306 Scaffold Erection/Dismantling

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

4.307 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 4.307 (a) shall be deemed to apply only to an employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his station of work. Nothing in Article 4.307 (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 4.307 (a) shall not apply to an employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. Notwithstanding the foregoing, such an employee shall receive a premium of one (1) additional hour per shift at their otherwise applicable minimum straight time hourly wage rate.

4.400 Employee Classifications

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 Foremen

- (a) A Foreman shall be defined as an employee who issues orders or gives direction to other employees. All direction given to an employee(s) shall be provided by the Foreman to whom such employee(s) is regularly assigned. When more than six (6) employees are employed, a "non working" Foreman shall be employed. The Employer shall not divide employees into several crews for the purpose of not having to employ a "non working" Foreman.
- (b) The minimum straight time hourly wage rate for a Foreman shall be one hundred and fifteen percent (115%) of the applicable Certified Journeyperson 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 a his/her 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) Journeyperson. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Certified Journeyperson 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 Semi Skilled Carpenters (SSC)

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

- (a) There shall be four (4) SSC classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each SSC after having judged such individual's competency, merit and ability.
- (b) The minimum straight time hourly wage rate for an SSC shall be the applicable percentage of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project. Employer contributions shall be the same as those that apply for an equivalent level Apprentice.

Level 1 SSC = 55%	Level 3 SSC = 80%
Level 2 SSC = 65%	Level 4 SSC = 90%

4.405 Material Handlers/Pre-Apprentices

(a) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be forty-five percent (45%) of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project. No Employer contribution to the Union 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, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

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

4.600 Employer Contributions

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

4.601 Union Benefit Plan

- (a) The Employer shall contribute the required amount(s) to the Union Benefit Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules. Refer also to Appendix "E" (Letter of Understanding Re: Union Construction Industry Benefit Plan).
- (b) The non-bargaining unit employees of the Employer are invited to participate in the Union Benefit Plan. Contact the Carpentry Workers' Benefit Plan office for details.

4.602 Union Pension Plan

- (a) The Employer shall contribute the required amount(s) to the Union Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.
- (b) The required Employer contribution to the Union Pension Plan on behalf of Apprentices and Semi Skilled 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 3^{rd} Term and 4^{th} Term	55% 75%
Semi Skilled Carpenters:	Level 1 and Level 2 Level 3 and Level 4	55% 75%

(c) No Employer contribution to the Union Pension Plan shall be required on behalf of Material Handlers/Pre-Apprentices.

4.603 CMAW Administration Fund

The Employer shall process an employee deduction to the CMAW Administration Fund in the manner set forth in Article 5.000. The amount of such deduction shall be as stipulated within the attached Schedules.

4.604 CMAW Training Fund

The Employer shall process an employee deduction to the CMAW Training Fund in the manner set forth in Article 5.000. The amount of such deduction shall be as stipulated within the attached Schedules.

4.605 CLR Contract Administration Fund (CAF)

(a) Effective May 1, 2014, the Employer shall contribute twelve cents (\$0.12) per

hour earned, inclusive of GST, to the CAF in the manner set forth in Article 5.000. Effective November 1, 2014, such contribution amount shall be reduced to eleven cents (\$0.11) per hour earned, inclusive of GST. Thereafter, CLR may alter the amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the Monthly Report to the Administrator because of a change in the Employer contribution to the CAF.

(b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the Monthly Report to the Administrator. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.606 Carpentry Employers Association of BC (CEA)

- (a) The Employer shall contribute fifteen cents (\$0.15) per hour earned to CEA in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules, however CEA may alter such amount(s) 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 two cents (\$0.02) per hour earned to the Rehabilitation Plan in the manner set forth in Article 5.000.

4.608 Jurisdictional Assignment Plan (JAPlan)

The Employer shall contribute one cent (\$0.01) per hour earned to the Jurisdictional Assignment Plan Fund in the manner set forth in Article 5.000. The JAPlan, as agreed to between the BCYT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAPlan, 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 one cent (\$0.01) per hour earned to the BCBCBTU Fund in the manner set forth in Article 5.000. Notwithstanding the foregoing, such contribution shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

4.700 Employee Deductions

4.701 Field Dues

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

4.702 Local Union Check-Off

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

4.800 Payment of Wages

- **4.801** The Employer shall, at least every second Friday, pay to each employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.
- **4.802** The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an employee at the time of termination of employment. Alternatively, 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. Notwithstanding the foregoing, cheque statements may be provided electronically via secure internet/email.

- **4.804** Where an employee is not paid in accordance with Articles 4.801 and 4.802, such employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.
- **4.805** Any Employer whose head office is located outside of BC shall establish a payroll office within 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, and
 - (b) be accompanied by a correctly completed Monthly Report to the Administrator, and

- (c) be received by the Carpenter Workers' Fund not later than the fifteenth (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)** Notwithstanding Article 5.103 (a), the Union may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed one hundred dollars (\$100.00).

5.200 <u>"Nil" Reports</u>

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

5.300 Delinquent Remittance

- **5.301** In the event the Employer fails to remit Employer contributions and employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.
- **5.302** The Union shall advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports except in accordance with Article 4.605 (a).

ARTICLE 6.000 - HOURS OF WORK AND OVERTIME

6.100 <u>Regular Hours</u>

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

hours shall constitute the regular work week.

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

Straight Time:	8:00 am to 12:00 noon	4.0 hours
Meal:	12:00 noon to 12:30 pm	0 hours
Straight Time:	12:30 pm to 4:30 pm	4.0 hours

Total Straight Time Hours:

8.0 hours

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

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

6.104 Notice of Termination

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

6.200 Overtime Hours

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 (1¹/₂) 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** Notwithstanding any/all contrary provisions of this Agreement, 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 supercede any/all contrary provisions of this Agreement.

6.301 Hours of Work

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

6.302 Overtime

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 (1¹/₂) 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 <u>Shifts</u>

6.401 Scheduling of Shifts

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

6.402 Shift Premiums

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

- Day Shift: No shift premium.
- Afternoon Shift: Six dollars (\$6.00) per hour <u>worked</u> (i.e. the premium is the same regardless of whether it is a straight time hour or an overtime hour) on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked. Holiday pay is not payable on this premium. Notwithstanding the foregoing, no shift premium shall be payable on hours worked on Saturdays, Sundays and statutory holidays.
- Night Shift: Six dollars (\$6.00) per hour <u>worked</u> (i.e. the premium is the same regardless of whether it is a straight time hour or an overtime hour) on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked. Holiday pay is not payable on this premium. Notwithstanding the foregoing, no shift premium shall be payable on hours worked on Saturdays, Sundays and statutory holidays.

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

6.500 Call-Out Time

- **6.501** When an employee is called out for work, the Employer shall pay such employee for a minimum of one-half (1/2) of the scheduled shift hours at the otherwise applicable straight time or overtime hourly rate, regardless of whether or not the employee actually commenced work. Notwithstanding the foregoing, when an employee works more than one-half (1/2) of the scheduled shift hours, the Employer shall pay such employee for the full shift.
- **6.502** Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which employees shall be required to work inside and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

6.600 Rest Breaks

- **6.601** Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.
- **6.602** Notwithstanding Article 6.601, only two (2) rest breaks shall be provided on a <u>scheduled</u> shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a <u>scheduled</u> 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 ($\frac{1}{2}$) hour shall be provided on all regularly scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

6.702 Shifts in Excess of Ten (10) Hours

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

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

7.200 Daily Travel Allowance

Effective November 1, 2012, all metro zones on Vancouver Island have been eliminated. As a result, from this date onward, a daily travel allowance may be applicable on Vancouver Island projects in accordance with Article 7.200.

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) No daily travel allowance shall be payable to any local resident employee on any project located inside the Lower Mainland/Fraser Valley. A daily travel allowance, pursuant to the following schedule, shall be paid to any local resident employee who uses his/her own vehicle to travel daily from his/her residence to a project located outside of the Lower Mainland/Fraser Valley.

First forty (40) road kilometres, each way, each day	not applicable
Effective January 1, 2013:	
All additional road kilometres, each way, each day	\$0.54 per km
Effective January 1, 2015:	
All additional road kilometres, each way, each day	\$0.55 per km
Effective January 1, 2016:	
All additional road kilometres, each way, each day	\$0.54 per km

(b) The daily travel allowance shall be non-taxable to the extent allowed by the

Canada Revenue Agency for mileage expense reimbursements. Contact CLR for clarification.

7.203 Out-of-Town Projects

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

- (a) No daily travel allowance and/or daily travel time shall be payable to an employee who selects Option #1 in accordance with Article 7.401.
- (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.

7.300 Initial and Terminal Travel

7.301 The Employer shall pay an initial and terminal travel allowance, pursuant to the following schedule, to any employee who is directed or dispatched to an out-of-town project.

Effective January 1, 2013:	\$0.54 per road kilometre
Effective January 1, 2015:	\$0.55 per road kilometre
Effective January 1, 2016:	\$0.54 per road kilometre

Such allowance shall be:

- (a) payable each way, and the distance travelled shall be calculated from the employee's "point of dispatch" to the project via the most direct route. The employee's "point of dispatch" shall be defined as the address of the Union office within the Union Local in which the employee's permanent residence is located.
- (b) subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.
- (c) Refer to Article 7.302 for further clarification and exceptions.
- **7.302** Notwithstanding any/all contrary provision(s) of this Agreement:

(a) Ferry Fares

The Employer shall reimburse an employee, upon the submission of the appropriate receipts, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. 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 any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (ii) The Employer shall pre-arrange the air travel to/from the airport nearest the employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an employee to fly "standby".
- (iii) The employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

(c) Standard "Lump Sum" Amount Option

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

(d) Timing of Payment

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

(e) Termination of Employment

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

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

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

Option #1:

The Employer shall provide the employee with a daily lump sum Living Out Allowance (LOA) of \$125.00.

Option #2:

- (a) The Employer shall provide the employee with a single room plus \$62.50 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
Effective January 1, 2013:	
All additional road kilometres, each way, each day	\$0.54 per km
Effective January 1, 2015:	
All additional road kilometres, each way, each day	\$0.55 per km
Effective January 1, 2016:	
All additional road kilometres, each way, each day	\$0.54 per km

- (iii) If the employee(s) requested to use air travel to the project in accordance with Article 7.302 (b), Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis.
- (iv) If the employee(s) did <u>not</u> request to use air travel to the project in accordance with Article 7.302 (b), no Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis, and the employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
- (v) Notwithstanding any/all contrary provisions of this Agreement, any employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).
- **7.402** If an employee resides more than seventy (70) kilometres from the project and such employee would otherwise be required to travel daily between the project and his residence between November 1st through April 30th annually, such employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project. Notwithstanding the foregoing, a temporary out-of-town project designation may apply only during the period November 1st through April 30th.
 - (a) The Employer shall consider each such request on its individual merits, and shall advise the employee whether or not their request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the employee due to inclement winter road conditions.
 - (b) If the project is designated as a temporary out-of-town project, the employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.401, and shall no longer travel daily between the project and his residence.

7.500 Pre-Tender and Pre-Job Conferences

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

7.600 Periodic Leave and Compassionate Leave

- **7.601** (a) On out-of-town projects of over fifty (50) calendar days' duration, a periodic leave shall be made available to employees every forty (40) calendar days.
 - (b) When leave is desired in accordance with Article 7.601 (a), an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.

0 km to 249 km	n/a
250 km to 500 km	\$ 175.00
501 km to 750 km	\$ 275.00
751 km to 1,000 km	\$ 375.00
over 1,000 km	\$ 475.00

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

- 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 applicable Construction Camp Rules and Regulations Agreement by and between BCYT and CLR. 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 his meal ticket or sign a checkout in advance.
- (b) To qualify, an employee must work his scheduled shift prior to the weekend and/or statutory holiday and his scheduled shift after the weekend and/or statutory holiday.

7.800 Marshalling Points

- **7.801** On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of thirty (30) minutes.
- **7.802** Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of return to that point on conclusion of work, excluding the meal period where applicable, shall be paid at the applicable straight time or overtime hourly wage rate.

ARTICLE 8.000 - HIRING AND MOBILITY OF WORKFORCE

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

8.100 General Provisions

- **8.101** The term "project Local" as used within Article 8.000 shall be defined as the Local in whose jurisdiction the project is located.
- **8.102** The term "transfer" as used within Article 8.000 shall not be misconstrued to mean the transfer of Union membership from one (1) Local to another.
- **8.103** Notwithstanding any/all contrary provisions of Article 8.000:
 - (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 an employee(s) from one (1) project to another throughout the province. When a non local resident employee(s) is transferred between two (2) out-of-town projects, 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. Notwithstanding any/all contrary provisions of this Agreement, 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.

8.200 Exempt Employees

- **8.201** The Employer may:
 - (a) transfer to the project a maximum of four (4) employees currently on the Employer's payroll, regardless of the home Local of such employees, or
 - (b) name request a maximum of four (4) members from any Local which is an affiliate member in good standing of the Union, or
 - (c) utilize a combination of transfers and name requests to a maximum of four
 (4) employees and/or members,

and employ such employees and/or members on the project for the duration of

the project.

- **8.202** Employees and/or members who are transferred and/or name requested in accordance with Article 8.201 shall be defined as "exempt" employees.
- 8.203 (a) If the employment of an exempt employee on the project is terminated, regardless of the reason for such termination (i.e. laid off or quit), the Employer shall not be permitted to hire a replacement exempt employee.
 - (b) Notwithstanding Article 8.203 (a) and/or any/all contrary provisions of this Agreement, the Employer may, at any time, rehire a previously terminated exempt employee to work on the project, and in such instance such re-hired exempt employee shall regain his exempt employee designation.
 - (c) The rehiring of an exempt employee shall not cause any resident member of the project Local who is employed on the project at the time of the rehire to be terminated as a result of the rehire.

8.300 Name Request Employees and Local Dispatch Employees

- **8.301** In addition to the exempt employees employed in accordance with Article 8.200, the Employer may also name request any/all members of the project Local who have worked for the Employer within the previous six (6) months, and employ such members on the project.
- 8.302 (a) In addition to the name request employees employed in accordance with Article 8.301, the Employer may also name request one (1) member of the project Local for each one (1) member of the project Local dispatched by the project Local.
 - (b) Thereafter, the project Local shall have the right to dispatch all remaining employees required by the Employer on the project, providing such employees are members of the project Local.

8.400 Inability of Local to Fulfill Dispatch Request

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

- **8.401** Transfer to the project any/all remaining employees currently on the Employer's payroll, regardless of the home Local of such employees, and/or
- **8.402** Choose to obtain employees elsewhere, provided that any such individuals become Union members within two (2) weeks of date of hire and remain Union members as a condition of continuing employment, and/or

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

8.500 Differentiation of Employee Classifications

Notwithstanding any/all contrary provisions of this Agreement, the project Local shall not make any attempt to dispatch an employee of a different employee classification (i.e. Certified Journeyperson, Apprentice, Semi Skilled 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, preference of continued employment shall be given to Job Stewards and resident members of the project Local. Notwithstanding the foregoing, such preference shall not supercede the right to continued employment which applies to exempt employees employed on the project in accordance with Article 8.200.

8.700 Rehiring of Injured Employees

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

8.800 Retired Members

The Employer may employ a Union member(s) who is collecting his/her pension benefits. Notwithstanding the foregoing, no Employer contribution to the Union Pension Plan shall be required on behalf of such an employee, however an equivalent amount shall be paid to the employee directly as wages/earnings.

ARTICLE 9.000 - JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

- **9.101** The Union shall notify the Employer of the appointment of all Job Stewards.
- **9.102** Job Stewards shall be recognized on all projects and shall not be discriminated against.
- **9.103** The Employer shall provide a Job Steward with sufficient time to carry out his

duties.

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

9.200 Union Representatives

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

9.300 Leave of Absence

- **9.301** The Employer shall grant a non-paid leave of absence to an employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.
- **9.302** 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.

ARTICLE 10.000 - HEALTH AND SAFETY

10.100 Safety Equipment

- **10.101** 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 WSBC regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an employee's pay cheque if such equipment is not returned.
- **10.102** All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.
- **10.103** The Employer shall supply welders' leather vests or jackets and leather gauntlet gloves to all employees assigned to welding work, on a "charge-out" basis.

10.200 Accident Prevention Regulations

- **10.201** The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the Workers Compensation Act and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.
- **10.202** Any refusal by an employee to abide by known WSBC 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 any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.
- **10.203** Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

10.300 Project Inspections

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

10.400 Injured or Sick Employees

- **10.401** The Employer shall cover all transportation costs not otherwise covered by WSBC for any employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing shall also apply for any employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WSBC, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.
- **10.402** If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Occupational First Aid Attendant recommends rest until the next day, then the injured employee shall be paid for the full shift.
- **10.403** Refer also to Article 8.700 and Article 11.502.

10.500 Drug and Alcohol Testing

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

ARTICLE 11.000 - WORKING CONDITIONS

11.100 Harassment

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

11.200 Project Facilities

11.201 Toilets

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

11.202 Drinking Water

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

11.203 Telephone Access

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages shall be relayed immediately. No employee shall be permitted to use a cellular/smart phone while operating equipment. In addition, no employee shall be permitted to use a cellular/smart phone for personal purposes during paid working time.

11.204 Clean Up Facilities

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

11.300 Lockup

- **11.301** A lockup shall be provided for employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room, and as a lunch room.
- **11.302** Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of fifteen (15) square feet per employee.
- **11.303** Each lockup shall have windows and venting with adequate lighting and provision

for continuous heat twenty-four (24) hours a day.

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

11.400 Vehicles

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

11.500 Tools, Equipment and Protective Clothing

- **11.501** The tools of an employee starting a new job shall be in good condition and shall be kept so on the Employer's time.
- **11.502** The cost of transporting an employee's tools shall be paid for by the Employer. Notwithstanding the foregoing, although employees will normally take their tools with them, when the Employer makes other arrangements for transporting an employee's tools such employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick employee to the employee's point of dispatch.
- **11.503** If the following tools or equipment ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.
- **11.504** When the Employer takes employees' saws to be filed in a shop, every effort shall be made to take them to a Union shop. In the event that saw(s) are lost, the Employer shall replace these with new saw(s) of equal quality.
- **11.505** In the event an employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

11.600 Insurance

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

ARTICLE 12.000 - JOINT LABOUR/MANAGEMENT MEETINGS

The parties may meet to address issues of mutual interest and importance. Such meeting(s) shall be scheduled on an "as needed basis". Any proposed changes to this Agreement which are mutually

agreed to by the parties at such meeting(s) shall be in writing, but shall not be implemented unless/until such changes are duly ratified by the parties.

ARTICLE 13.000 - JOINT RECOVERY PROGRAM

13.100 Process

- **13.101** The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. Notwithstanding the foregoing, 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 (i.e. Rehabilitation Fund) or individual dues to umbrella organizations, without the specific prior written consent of the BCBCBTU and CLR.
- **13.102** The Joint Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement. Refer to Carpenters Standard ICI Agreement, 2000 Memorandum of Agreement, Part 2, Item 1, for further details and examples.

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

ARTICLE 14.000 - GRIEVANCE PROCEDURE

14.100 Definitions

14.101 A grievance shall be defined as any difference between the parties to this

Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

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

14.200 Time Limits

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

14.300 Procedure

14.301 Step 1

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

14.302 Step 2

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

14.303 Step 3

If the grievance is not settled pursuant to Step 2 within five (5) business days, or such longer time as the parties agree to, then it shall be referred to a three (3) person Board of Arbitration composed as follows:

- (a) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute.
- (b) The party receiving the notice shall within three (3) business days, appoint a member of the Board and notify the other party of its appointment.
- (c) The two (2) appointees shall, within three (3) business days of appointment, agree upon a person to act as Chair of the Board of Arbitration, but failing to do so within this time, they shall jointly request the LRB to appoint such Chair.

14.304 Step 4

- (a) The Board shall hear the parties, establish if the grievance is properly before them, determine if the matter is arbitrable, settle the terms of question to be arbitrated, and make its award within five (5) business days of appointment of the Chair except when the time is extended by mutual agreement of the parties.
- (b) The Board shall deliver its award in writing to each of the parties, and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.
- (c) The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their individual appointee, and one-half (1/2) the expenses of the Chair.

14.400 Alternative Methods of Resolution

- **14.401** Notwithstanding any/all contrary provisions of Article 14.000, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator, or industry grievance panel) in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance.
- **14.402** Notwithstanding any/all contrary provisions of Article 14.000, Mr. Michael Fleming, Associate Chair, LRB, or his successor(s), shall remain seized of jurisdiction to resolve any/all matters of dispute which may arise between the parties in regards to the terms of this Agreement (including the Scaffold Addendum attached hereto) and/or the application thereof. To this end, both parties reserve the right to submit such matters to Mr. Fleming for mediation/facilitation and an adjudicated resolution if necessary. Any such adjudicated resolution shall be final and binding upon the parties.

ARTICLE 15.000 - 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 16.000 - SAVINGS CLAUSE

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

- **16.200** In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.
- 16.300 In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 14.000.

ARTICLE 17.000 - "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 26th day of June, 2017.

Signed on behalf of: **Construction Labour Relations** Association of BC

Dated this 28th day of August, 2017.

Signed on behalf of: Construction, Maintenance and Allied Workers Canada

<u>Ron Skuggedal</u>

Clyde H. Scollan

Jan Noster Paul Nedelec

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 supercede 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 superceded by this Addendum shall continue to apply.

(2) Association of BC Scaffold Contractors (ABCSC) Fund

- (a) Effective May 1, 2014, the Employer shall contribute twenty-five cents (\$0.25) per hour earned to the Association of BC Scaffold Contractors (ABCSC) Fund in the manner set forth in Article 5.000. Effective November 1, 2014, such contribution amount shall be reduced to one cent (\$0.01) per hour earned. Thereafter, the ABCSC may alter the amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to the ABCSC Fund, without exception, all monies designated for the ABCSC Fund and received in accordance with the Monthly Report to the Administrator. Payment to the ABCSC 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.
- (c) Each month, the Carpentry Workers' Benefit Plan shall be entitled to deduct an administration fee of one hundred dollars (\$100.00) from the monies collected prior to forwarding payment to the ABCSC.

(3) <u>Qualifications</u>

- (a) (i) A Certified Journeyperson shall be qualified for priority dispatch on a scaffolding project if such Certified Journeyperson:
 - has worked a minimum of seven hundred fifty (750) scaffolding hours, or
 - has worked a minimum of five hundred (500) scaffolding hours and completed a minimum of forty (40) hours of scaffold specific training.
 - (ii) A Certified Journeyperson who is not qualified for priority dispatch on a scaffolding project shall not be dispatched to a scaffolding project unless/until there are no qualified (as defined herein) Certified Journeypersons available. The Union shall advise the Employer whenever a Certified Journeyperson dispatched to a

SCAFFOLD ADDENDUM

scaffolding project was not qualified for priority dispatch.

- (iii) The priority dispatch qualifications on a scaffolding project do not apply to Apprentices, and Apprentices who would otherwise be qualified for priority dispatch shall not be reclassified as Certified Journeypersons as a result.
- (b) The hours required in accordance with item (3) (a) are exclusive of travel time hours and must have been worked within the preceding five (5) years while in the employ of an Employer(s) signatory to an agreement with the Union. The Union shall provide the Employer with evidence of such work experience with forty-eight (48) hours of the Employer requesting same.
- (c) The training required in accordance with item (3) (a) (ii) shall be taken on the employee's own time, however notwithstanding item (3) (b), all training hours shall count towards an employee's required minimum work hours. The extent of the training shall be as mutually agreed between the parties and the cost of providing the training shall be shared equally by the parties.

(4) <u>Room and Board Options</u>

Notwithstanding Article 7.401, all employees shall be deemed to have selected Option #2 unless otherwise mutually agreed by the Employer and employee.

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

Schedule "A1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Mainl	land/Fra	ser Valle	y								Effectiv	e April 1	, 2014
								Employ	er Contri	ibutions			1
Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Benefit Plan	Pension Plan	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson													
> Foreman (FM)	115%	44.25	0.90	45.15	5.42	1.96	4.09	0.15	0.12	0.02	0.01	0.01	56.93
> Certified (CJP)	100%	38.48	0.90	39.38	4.73	1.96	4.09	0.15	0.12	0.02	0.01	0.01	50.47
Apprentice Carpenter													
> 4 th Term (4th)	90%	34.63	0.90	35.53	4.26	1.96	3.07	0.15	0.12	0.02	0.01	0.01	45.13
> 3 rd Term (3rd)	80%	30.78	0.90	31.68	3.80	1.96	3.07	0.15	0.12	0.02	0.01	0.01	40.82
> 2 nd Term (2nd)	65%	25.01	0.90	25.91	3.11	1.96	2.25	0.15	0.12	0.02	0.01	0.01	33.54
> 1 st Term (1st)	55%	21.16	0.90	22.06	2.65	1.96	2.25	0.15	0.12	0.02	0.01	0.01	29.23
Semi Skilled Carpenter													
> Level 4 (L4)	90%	34.63	0.90	35.53	4.26	1.96	3.07	0.15	0.12	0.02	0.01	0.01	45.13
> Level 3 (L3)	80%	30.78	0.90	31.68	3.80	1.96	3.07	0.15	0.12	0.02	0.01	0.01	40.82
> Level 2 (L2)	65%	25.01	0.90	25.91	3.11	1.96	2.25	0.15	0.12	0.02	0.01	0.01	33.54
> Level 1 (L1)	55%	21.16	0.90	22.06	2.65	1.96	2.25	0.15	0.12	0.02	0.01	0.01	29.23
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.32	0.90	18.22	2.19	1.96	n/a	0.15	0.12	0.02	0.01	0.01	22.68

SCHEDULE "A1.2"INSIDE LOWER MAINLAND/FRASER VALLEYCARPENTERSMINIMUM 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 which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Main	land/Fra	<mark>ser Valle</mark>	у							Effe	<mark>ctive Nov</mark>	ember 1,	, 2014
								Employ	er Contri	ibutions			
Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Benefit Plan	Pension Plan	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson													
> Foreman (FM)	115%	44.25	0.90	45.15	5.42	1.96	4.09	0.15	0.11	0.02	0.01	0.01	56.92
> Certified (CJP)	100%	38.48	0.90	39.38	4.73	1.96	4.09	0.15	0.11	0.02	0.01	0.01	50.46
Apprentice Carpenter													
> 4 th Term (4th)	90%	34.63	0.90	35.53	4.26	1.96	3.07	0.15	0.11	0.02	0.01	0.01	45.12
> 3 rd Term (3rd)	80%	30.78	0.90	31.68	3.80	1.96	3.07	0.15	0.11	0.02	0.01	0.01	40.81
> 2 nd Term (2nd)	65%	25.01	0.90	25.91	3.11	1.96	2.25	0.15	0.11	0.02	0.01	0.01	33.53
> 1 st Term (1st)	55%	21.16	0.90	22.06	2.65	1.96	2.25	0.15	0.11	0.02	0.01	0.01	29.22
Semi Skilled Carpenter													
> Level 4 (L4)	90%	34.63	0.90	35.53	4.26	1.96	3.07	0.15	0.11	0.02	0.01	0.01	45.12
> Level 3 (L3)	80%	30.78	0.90	31.68	3.80	1.96	3.07	0.15	0.11	0.02	0.01	0.01	40.81
> Level 2 (L2)	65%	25.01	0.90	25.91	3.11	1.96	2.25	0.15	0.11	0.02	0.01	0.01	33.53
> Level 1 (L1)	55%	21.16	0.90	22.06	2.65	1.96	2.25	0.15	0.11	0.02	0.01	0.01	29.22
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.32	0.90	18.22	2.19	1.96	n/a	0.15	0.11	0.02	0.01	0.01	22.67

SCHEDULE "A1.3"INSIDE LOWER MAINLAND/FRASER VALLEYCARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.3" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Mainl	land/Fra	ser Valle	y								Effective	e May 01	, 2015
								Employ	er Contri	ibutions			
Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Benefit Plan	Pension Plan	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson													
> Foreman (FM)	115%	45.54	0.90	46.44	5.57	2.21	4.09	0.15	0.11	0.02	0.01	0.01	58.61
> Certified (CJP)	100%	39.60	0.90	40.50	4.86	2.21	4.09	0.15	0.11	0.02	0.01	0.01	51.96
Apprentice Carpenter													
> 4 th Term (4th)	90%	35.64	0.90	36.54	4.38	2.21	3.07	0.15	0.11	0.02	0.01	0.01	46.50
> 3 rd Term (3rd)	80%	31.68	0.90	32.58	3.91	2.21	3.07	0.15	0.11	0.02	0.01	0.01	42.07
> 2 nd Term (2nd)	65%	25.74	0.90	26.64	3.20	2.21	2.25	0.15	0.11	0.02	0.01	0.01	34.60
> 1 st Term (1st)	55%	21.78	0.90	22.68	2.72	2.21	2.25	0.15	0.11	0.02	0.01	0.01	30.16
Semi Skilled Carpenter													
> Level 4 (L4)	90%	35.64	0.90	36.54	4.38	2.21	3.07	0.15	0.11	0.02	0.01	0.01	46.50
> Level 3 (L3)	80%	31.68	0.90	32.58	3.91	2.21	3.07	0.15	0.11	0.02	0.01	0.01	42.07
> Level 2 (L2)	65%	25.74	0.90	26.64	3.20	2.21	2.25	0.15	0.11	0.02	0.01	0.01	34.60
> Level 1 (L1)	55%	21.78	0.90	22.68	2.72	2.21	2.25	0.15	0.11	0.02	0.01	0.01	30.16
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.82	0.90	18.72	2.25	2.21	n/a	0.15	0.11	0.02	0.01	0.01	23.48

SCHEDULE "A1.4"INSIDE LOWER MAINLAND/FRASER VALLEYCARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.4" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Main	land/Fra	ser Valle	y								Effective	April 01,	, 2016
								Employ	er Contr	ibutions			
Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Benefit Plan	Pension Plan	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson													
> Foreman (FM)	115%	46.87	0.90	47.77	5.73	2.40	4.09	0.15	0.11	0.02	0.01	0.01	60.29
> Certified (CJP)	100%	40.76	0.90	41.66	5.00	2.40	4.09	0.15	0.11	0.02	0.01	0.01	53.45
Apprentice Carpenter													
> 4 th Term (4th)	90%	36.68	0.90	37.58	4.51	2.40	3.07	0.15	0.11	0.02	0.01	0.01	47.86
> 3 rd Term (3rd)	80%	32.61	0.90	33.51	4.02	2.40	3.07	0.15	0.11	0.02	0.01	0.01	43.30
> 2 nd Term (2nd)	65%	26.49	0.90	27.39	3.29	2.40	2.25	0.15	0.11	0.02	0.01	0.01	35.63
> 1 st Term (1st)	55%	22.42	0.90	23.32	2.80	2.40	2.25	0.15	0.11	0.02	0.01	0.01	31.07
Semi Skilled Carpenter													
> Level 4 (L4)	90%	36.68	0.90	37.58	4.51	2.40	3.07	0.15	0.11	0.02	0.01	0.01	47.86
> Level 3 (L3)	80%	32.61	0.90	33.51	4.02	2.40	3.07	0.15	0.11	0.02	0.01	0.01	43.30
> Level 2 (L2)	65%	26.49	0.90	27.39	3.29	2.40	2.25	0.15	0.11	0.02	0.01	0.01	35.63
> Level 1 (L1)	55%	22.42	0.90	23.32	2.80	2.40	2.25	0.15	0.11	0.02	0.01	0.01	31.07
Material Handler/ Pre-Apprentice (MH/PA)	45%	18.34	0.90	19.24	2.31	2.40	n/a	0.15	0.11	0.02	0.01	0.01	24.25

SCHEDULE "A2.1"OUTSIDE LOWER MAINLAND/FRASER VALLEYCARPENTERSMINIMUM 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 Main	nland/Fra	ser Valley							Effe	ctive April	1, 2014
						Emplo	yer Contril	butions			
Employee Classifications:	%	Base Rate	VP/SHP (12%)	Benefit Plan	Pension Plan	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson											
> Foreman (FM)	115%	44.25	5.31	1.96	4.09	0.15	0.12	0.02	0.01	0.01	55.92
> Certified (CJP)	100%	38.48	4.62	1.96	4.09	0.15	0.12	0.02	0.01	0.01	49.46
Apprentice Carpenter											
> 4 th Term (4th)	90%	34.63	4.16	1.96	3.07	0.15	0.12	0.02	0.01	0.01	44.13
> 3 rd Term (3rd)	80%	30.78	3.69	1.96	3.07	0.15	0.12	0.02	0.01	0.01	39.81
> 2 nd Term (2nd)	65%	25.01	3.00	1.96	2.25	0.15	0.12	0.02	0.01	0.01	32.53
> 1 st Term (1st)	55%	21.16	2.54	1.96	2.25	0.15	0.12	0.02	0.01	0.01	28.22
Semi Skilled Carpenter											
> Level 4 (L4)	90%	34.63	4.16	1.96	3.07	0.15	0.12	0.02	0.01	0.01	44.13
> Level 3 (L3)	80%	30.78	3.69	1.96	3.07	0.15	0.12	0.02	0.01	0.01	39.81
> Level 2 (L2)	65%	25.01	3.00	1.96	2.25	0.15	0.12	0.02	0.01	0.01	32.53
> Level 1 (L1)	55%	21.16	2.54	1.96	2.25	0.15	0.12	0.02	0.01	0.01	28.22
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.32	2.08	1.96	n/a	0.15	0.12	0.02	0.01	0.01	21.67

SCHEDULE "A2.2"OUTSIDE LOWER MAINLAND/FRASER VALLEYCARPENTERSMINIMUM 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 Main	nland/Fra	ser Valley							Effective	November	1, 2014
						Emplo	yer Contri	butions			
Employee Classifications:	%	Base Rate	VP/SHP (12%)	Benefit Plan	Pension Plan	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson											
> Foreman (FM)	115%	44.25	5.31	1.96	4.09	0.15	0.11	0.02	0.01	0.01	55.91
> Certified (CJP)	100%	38.48	4.62	1.96	4.09	0.15	0.11	0.02	0.01	0.01	49.45
Apprentice Carpenter											
> 4 th Term (4th)	90%	34.63	4.16	1.96	3.07	0.15	0.11	0.02	0.01	0.01	44.12
> 3 rd Term (3rd)	80%	30.78	3.69	1.96	3.07	0.15	0.11	0.02	0.01	0.01	39.80
> 2 nd Term (2nd)	65%	25.01	3.00	1.96	2.25	0.15	0.11	0.02	0.01	0.01	32.52
> 1 st Term (1st)	55%	21.16	2.54	1.96	2.25	0.15	0.11	0.02	0.01	0.01	28.21
Semi Skilled Carpenter											
> Level 4 (L4)	90%	34.63	4.16	1.96	3.07	0.15	0.11	0.02	0.01	0.01	44.12
> Level 3 (L3)	80%	30.78	3.69	1.96	3.07	0.15	0.11	0.02	0.01	0.01	39.80
> Level 2 (L2)	65%	25.01	3.00	1.96	2.25	0.15	0.11	0.02	0.01	0.01	32.52
> Level 1 (L1)	55%	21.16	2.54	1.96	2.25	0.15	0.11	0.02	0.01	0.01	28.21
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.32	2.08	1.96	n/a	0.15	0.11	0.02	0.01	0.01	21.66

SCHEDULE "A2.3"OUTSIDE LOWER MAINLAND/FRASER VALLEYCARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A2.3" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Main	nland/Fra	ser Valley							Effec	tive May 0	1, 2015
						Emplo	yer Contri	outions			
Employee Classifications:	%	Base Rate	VP/SHP (12%)	Benefit Plan	Pension Plan	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson											
> Foreman (FM)	115%	45.54	5.46	2.21	4.09	0.15	0.11	0.02	0.01	0.01	57.60
> Certified (CJP)	100%	39.60	4.75	2.21	4.09	0.15	0.11	0.02	0.01	0.01	50.95
Apprentice Carpenter											
> 4 th Term (4th)	90%	35.64	4.28	2.21	3.07	0.15	0.11	0.02	0.01	0.01	45.50
> 3 rd Term (3rd)	80%	31.68	3.80	2.21	3.07	0.15	0.11	0.02	0.01	0.01	41.06
> 2 nd Term (2nd)	65%	25.74	3.09	2.21	2.25	0.15	0.11	0.02	0.01	0.01	33.59
> 1 st Term (1st)	55%	21.78	2.61	2.21	2.25	0.15	0.11	0.02	0.01	0.01	29.15
Semi Skilled Carpenter											
> Level 4 (L4)	90%	35.64	4.28	2.21	3.07	0.15	0.11	0.02	0.01	0.01	45.50
> Level 3 (L3)	80%	31.68	3.80	2.21	3.07	0.15	0.11	0.02	0.01	0.01	41.06
> Level 2 (L2)	65%	25.74	3.09	2.21	2.25	0.15	0.11	0.02	0.01	0.01	33.59
> Level 1 (L1)	55%	21.78	2.61	2.21	2.25	0.15	0.11	0.02	0.01	0.01	29.15
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.82	2.14	2.21	n/a	0.15	0.11	0.02	0.01	0.01	22.47

SCHEDULE "A2.4"OUTSIDE LOWER MAINLAND/FRASER VALLEYCARPENTERSMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A2.4" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Main	nland/Fra	ser Valley							Effect	ive April 0	1, 2016
						Emplo	yer Contri	butions			
Employee Classifications:	%	Base Rate	VP/SHP (12%)	Benefit Plan	Pension Plan	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson											
> Foreman (FM)	115%	46.87	5.62	2.40	4.09	0.15	0.11	0.02	0.01	0.01	59.28
> Certified (CJP)	100%	40.76	4.89	2.40	4.09	0.15	0.11	0.02	0.01	0.01	52.44
Apprentice Carpenter											
> 4 th Term (4th)	90%	36.68	4.40	2.40	3.07	0.15	0.11	0.02	0.01	0.01	46.85
> 3 rd Term (3rd)	80%	32.61	3.91	2.40	3.07	0.15	0.11	0.02	0.01	0.01	42.29
> 2 nd Term (2nd)	65%	26.49	3.18	2.40	2.25	0.15	0.11	0.02	0.01	0.01	34.62
> 1 st Term (1st)	55%	22.42	2.69	2.40	2.25	0.15	0.11	0.02	0.01	0.01	30.06
Semi Skilled Carpenter											
> Level 4 (L4)	90%	36.68	4.40	2.40	3.07	0.15	0.11	0.02	0.01	0.01	46.85
> Level 3 (L3)	80%	32.61	3.91	2.40	3.07	0.15	0.11	0.02	0.01	0.01	42.29
> Level 2 (L2)	65%	26.49	3.18	2.40	2.25	0.15	0.11	0.02	0.01	0.01	34.62
> Level 1 (L1)	55%	22.42	2.69	2.40	2.25	0.15	0.11	0.02	0.01	0.01	30.06
Material Handler/ Pre-Apprentice (MH/PA)	45%	18.34	2.20	2.40	n/a	0.15	0.11	0.02	0.01	0.01	23.24

SCHEDULE "B.1" CARPENTERS **EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B.1" shall apply to all industrial projects in BC, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

All Areas of BC									Effecti	ve April 1	, 2014
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	rs >>>	<<< S	emi Skilleo	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.36	6.36	5.34	5.34	4.52	4.52	5.34	5.34	4.52	4.52	2.27
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article	1.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	7.850	7.850	6.830	6.830	6.010	6.010	6.830	6.830	6.010	6.010	3.760
1.5x OT	11.775	11.775	10.245	10.245	9.015	9.015	10.245	10.245	9.015	9.015	5.640
2x OT	15.700	15.700	13.660	13.660	12.020	12.020	13.660	13.660	12.020	12.020	7.520

SCHEDULE "B.2" CARPENTERS **EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B.2" shall apply to all industrial projects in BC, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

All Areas of BC								Eff	ective No	vember 1	, 2014
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	s >>>	<<< S	emi Skilled	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.35	6.35	5.33	5.33	4.51	4.51	5.33	5.33	4.51	4.51	2.26
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article	1.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	7.840	7.840	6.820	6.820	6.000	6.000	6.820	6.820	6.000	6.000	3.750
1.5x OT	11.760	11.760	10.230	10.230	9.000	9.000	10.230	10.230	9.000	9.000	5.625
2x OT	15.680	15.680	13.640	13.640	12.000	12.000	13.640	13.640	12.000	12.000	7.500

SCHEDULE "B.3" CARPENTERS **EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B.3" shall apply to all industrial projects in BC, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

All Areas of BC									Effectiv	e May 01	, 2015
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	rs >>>	<<< S	emi Skillec	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.60	6.60	5.58	5.58	4.76	4.76	5.58	5.58	4.76	4.76	2.51
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article 4	1.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	8.090	8.090	7.070	7.070	6.250	6.250	7.070	7.070	6.250	6.250	4.000
1.5x OT	12.135	12.135	10.605	10.605	9.375	9.375	10.605	10.605	9.375	9.375	6.000
2x OT	16.180	16.180	14.140	14.140	12.500	12.500	14.140	14.140	12.500	12.500	8.000

SCHEDULE "B.4.1"INSIDE LOWER MAINLAND/FRASER VALLEYCARPENTERSEMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B.4.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Mainland/Fraser V	alley								Effective	e April 01	, 2016
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	rs >>>	<<< S	emi Skilled	d Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.79	6.79	5.77	5.77	4.95	4.95	5.77	5.77	4.95	4.95	2.70
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59	1.59
Total Hourly Remittance ST	8.380	8.380	7.360	7.360	6.540	6.540	7.360	7.360	6.540	6.540	4.290
1.5x OT	12.570	12.570	11.040	11.040	9.810	9.810	11.040	11.040	9.810	9.810	6.435
2x OT	16.760	16.760	14.720	14.720	13.080	13.080	14.720	14.720	13.080	13.080	8.580

SCHEDULE "B.4.2" CARPENTERS

OUTSIDE LOWER MAINLAND/FRASER VALLEY EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B.4.2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser	Valley								Effective	e April 01	, 2016
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	rs >>>	<<< S	emi Skilled	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.79	6.79	5.77	5.77	4.95	4.95	5.77	5.77	4.95	4.95	2.70
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article 4	1.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	8.280	8.280	7.260	7.260	6.440	6.440	7.260	7.260	6.440	6.440	4.190
1.5x OT	12.420	12.420	10.890	10.890	9.660	9.660	10.890	10.890	9.660	9.660	6.285
2x OT	16.560	16.560	14.520	14.520	12.880	12.880	14.520	14.520	12.880	12.880	8.380

SCHEDULE "C1.1" INSIDE LOWER MAINLAND/FRASER VALLEY SCAFFOLD ADDENDUM MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "C1.1" shall apply to all industrial projects governed by the Scaffold Addendum which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Main	land/Fra	aser Val	ley								I	Effective	April 1,	2014
								Emp	loyer Co	ontribut	ions			
Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Benefit Plan	Pension Plan	ABCSC	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson														
> Foreman (FM)	115%	44.25	0.90	45.15	5.42	1.96	4.09	0.25	0.15	0.12	0.02	0.01	0.01	57.18
> Certified (CJP)	100%	38.48	0.90	39.38	4.73	1.96	4.09	0.25	0.15	0.12	0.02	0.01	0.01	50.72
Apprentice Carpenter														
> 4 th Term (4th)	90%	34.63	0.90	35.53	4.26	1.96	3.07	0.25	0.15	0.12	0.02	0.01	0.01	45.38
> 3 rd Term (3rd)	80%	30.78	0.90	31.68	3.80	1.96	3.07	0.25	0.15	0.12	0.02	0.01	0.01	41.07
> 2 nd Term (2nd)	65%	25.01	0.90	25.91	3.11	1.96	2.25	0.25	0.15	0.12	0.02	0.01	0.01	33.79
> 1 st Term (1st)	55%	21.16	0.90	22.06	2.65	1.96	2.25	0.25	0.15	0.12	0.02	0.01	0.01	29.48
Semi Skilled Carpenter														
> Level 4 (L4)	90%	34.63	0.90	35.53	4.26	1.96	3.07	0.25	0.15	0.12	0.02	0.01	0.01	45.38
> Level 3 (L3)	80%	30.78	0.90	31.68	3.80	1.96	3.07	0.25	0.15	0.12	0.02	0.01	0.01	41.07
> Level 2 (L2)	65%	25.01	0.90	25.91	3.11	1.96	2.25	0.25	0.15	0.12	0.02	0.01	0.01	33.79
> Level 1 (L1)	55%	21.16	0.90	22.06	2.65	1.96	2.25	0.25	0.15	0.12	0.02	0.01	0.01	29.48
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.32	0.90	18.22	2.19	1.96	n/a	0.25	0.15	0.12	0.02	0.01	0.01	22.93

SCHEDULE "C1.2" INSIDE LOWER MAINLAND/FRASER VALLEY SCAFFOLD ADDENDUM MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "C1.2" shall apply to all industrial projects governed by the Scaffold Addendum which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Main	land/Fra	aser Vall	ey								Effecti	ive Nove	mber 1,	2014
								Emp	loyer C	ontributi	ions			
Employee Classifications:	%	Base Rate	Metro Travel	Sub Total	VP/SHP (12%)	Benefit Plan	Pension Plan	ABCSC	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson														
> Foreman (FM)	115%	44.25	0.90	45.15	5.42	1.96	4.09	0.01	0.15	0.11	0.02	0.01	0.01	56.93
> Certified (CJP)	100%	38.48	0.90	39.38	4.73	1.96	4.09	0.01	0.15	0.11	0.02	0.01	0.01	50.47
Apprentice Carpenter														
> 4 th Term (4th)	90%	34.63	0.90	35.53	4.26	1.96	3.07	0.01	0.15	0.11	0.02	0.01	0.01	45.13
> 3 rd Term (3rd)	80%	30.78	0.90	31.68	3.80	1.96	3.07	0.01	0.15	0.11	0.02	0.01	0.01	40.82
> 2 nd Term (2nd)	65%	25.01	0.90	25.91	3.11	1.96	2.25	0.01	0.15	0.11	0.02	0.01	0.01	33.54
> 1 st Term (1st)	55%	21.16	0.90	22.06	2.65	1.96	2.25	0.01	0.15	0.11	0.02	0.01	0.01	29.23
Semi Skilled Carpenter														
> Level 4 (L4)	90%	34.63	0.90	35.53	4.26	1.96	3.07	0.01	0.15	0.11	0.02	0.01	0.01	45.13
> Level 3 (L3)	80%	30.78	0.90	31.68	3.80	1.96	3.07	0.01	0.15	0.11	0.02	0.01	0.01	40.82
> Level 2 (L2)	65%	25.01	0.90	25.91	3.11	1.96	2.25	0.01	0.15	0.11	0.02	0.01	0.01	33.54
> Level 1 (L1)	55%	21.16	0.90	22.06	2.65	1.96	2.25	0.01	0.15	0.11	0.02	0.01	0.01	29.23
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.32	0.90	18.22	2.19	1.96	n/a	0.01	0.15	0.11	0.02	0.01	0.01	22.68

SCHEDULE "C1.3" INSIDE LOWER MAINLAND/FRASER VALLEY SCAFFOLD ADDENDUM MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "C1.3" shall apply to all industrial projects governed by the Scaffold Addendum which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Mainland/Fraser Valley Effective May 01, 2015 **Employer Contributions** Base Metro Sub **VP/SHP Benefit Pension** Rehab Total ABCSC CEA CAF **Employee Classifications:** % JAPlan ВСВСВТU Rate Travel Total (12%) Plan Plan Plan Package Journeyperson 115% 45.54 0.90 5.57 0.01 0.15 0.11 0.02 0.01 0.01 58.62 > Foreman (FM) 46.44 2.21 4.09 100% 0.15 0.02 > Certified (CJP) 39.60 0.90 40.50 4.86 2.21 4.09 0.01 0.11 0.01 0.01 51.97 **Apprentice Carpenter** > 4th Term (4th) 90% 35.64 0.90 36.54 4.38 2.21 3.07 0.01 0.15 0.11 0.02 0.01 0.01 46.51 0.02 42.08 > 3rd Term (3rd) 80% 31.68 0.90 32.58 3.91 2.21 3.07 0.01 0.15 0.11 0.01 0.01 $> 2^{nd}$ Term (2nd) 65% 25.74 0.90 3.20 0.01 0.15 0.11 0.02 0.01 0.01 34.61 26.64 2.21 2.25 > 1^{st} Term (1st) 55% 21.78 0.90 22.68 2.72 2.21 2.25 0.01 0.15 0.11 0.02 0.01 0.01 30.17 **Semi Skilled Carpenter** > Level 4 (L4) 90% 35.64 0.90 36.54 4.38 2.21 3.07 0.01 0.15 0.11 0.02 0.01 0.01 46.51 > Level 3 (L3) 80% 31.68 0.90 32.58 3.91 2.21 3.07 0.01 0.15 0.11 0.02 0.01 0.01 42.08 > Level 2 (L2) 25.74 0.90 0.15 0.11 0.02 0.01 0.01 34.61 65% 26.64 3.20 2.21 2.25 0.01 2.72 > Level 1 (L1) 55% 21.78 0.90 22.68 2.21 2.25 0.01 0.15 0.11 0.02 0.01 0.01 30.17 Material Handler/ 45% 17.82 0.90 18.72 2.25 2.21 0.01 0.15 0.11 0.02 0.01 0.01 23.49 n/a Pre-Apprentice (MH/PA)

SCHEDULE "C1.4" INSIDE LOWER MAINLAND/FRASER VALLEY SCAFFOLD ADDENDUM MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "C1.4" shall apply to all industrial projects governed by the Scaffold Addendum which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Mainland/Fraser Valley Effective April 01, 2016 **Employer Contributions** Base Metro Sub **VP/SHP Benefit Pension** Rehab Total ABCSC CEA CAF **Employee Classifications:** % JAPlan ВСВСВТU Rate Travel Total (12%) Plan Plan Plan Package Journeyperson 115% 0.90 47.77 0.01 0.15 0.11 0.02 0.01 0.01 60.30 > Foreman (FM) 46.87 5.73 2.40 4.09 100% 0.15 0.02 > Certified (CJP) 40.76 0.90 41.66 5.00 2.40 4.09 0.01 0.11 0.01 0.01 53.46 **Apprentice Carpenter** > 4th Term (4th) 90% 36.68 0.90 37.58 4.51 2.40 3.07 0.01 0.15 0.11 0.02 0.01 0.01 47.87 0.02 > 3rd Term (3rd) 80% 32.61 0.90 33.51 4.02 2.40 3.07 0.01 0.15 0.11 0.01 0.01 43.31 $> 2^{nd}$ Term (2nd) 65% 26.49 0.90 27.39 0.01 0.15 0.11 0.02 0.01 0.01 35.64 3.29 2.40 2.25 2.80 > 1^{st} Term (1st) 55% 22.42 0.90 23.32 2.40 2.25 0.01 0.15 0.11 0.02 0.01 0.01 31.08 **Semi Skilled Carpenter** > Level 4 (L4) 90% 36.68 0.90 37.58 4.51 2.40 3.07 0.01 0.15 0.11 0.02 0.01 0.01 47.87 > Level 3 (L3) 80% 32.61 0.90 33.51 4.02 0.01 0.15 0.11 0.02 0.01 0.01 43.31 2.40 3.07 > Level 2 (L2) 26.49 0.90 0.15 0.11 0.02 0.01 0.01 35.64 65% 27.39 3.29 2.40 2.25 0.01 2.80 > Level 1 (L1) 55% 22.42 0.90 23.32 2.40 2.25 0.01 0.15 0.11 0.02 0.01 0.01 31.08 Material Handler/ 45% 18.34 0.90 19.24 2.31 2.40 0.01 0.15 0.11 0.02 0.01 0.01 24.26 n/a Pre-Apprentice (MH/PA)

SCHEDULE "C2.1"OUTSIDE LOWER MAINLAND/FRASER VALLEYSCAFFOLD ADDENDUMMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

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

Effective April 1, 2014 "Outside" Lower Mainland/Fraser Valley **Employer Contributions** VP/SHP Benefit Pension Rehab Total Base CAF ABCSC **Employee Classifications:** % CEA JAPlan BCBCBTU (12%) Plan Plan Plan Package Rate Journeyperson > Foreman (FM) 115% 44.25 5.31 1.96 4.09 0.25 0.15 0.12 0.02 0.01 0.01 56.17 > Certified (CJP) 100% 38.48 4.62 1.96 4.09 0.25 0.15 0.12 0.02 0.01 0.01 49.71 **Apprentice Carpenter** > 4th Term (4th) 90% 34.63 1.96 3.07 0.25 0.12 0.02 0.01 0.01 44.38 4.16 0.15 3rd Term (3rd) 80% 30.78 3.69 1.96 3.07 0.25 0.15 0.12 0.02 0.01 0.01 40.06 > $> 2^{nd}$ Term (2nd) 65% 25.01 3.00 1.96 2.25 0.25 0.12 0.02 0.01 0.01 32.78 0.15 > 1^{st} Term (1st) 55% 21.16 2.54 1.96 2.25 0.25 0.15 0.12 0.02 0.01 0.01 28.47 **Semi Skilled Carpenter** 0.12 0.01 44.38 > Level 4 (L4) 90% 34.63 4.16 1.96 3.07 0.25 0.15 0.02 0.01 80% 0.02 40.06 > Level 3 (L3) 30.78 3.69 1.96 3.07 0.25 0.15 0.12 0.01 0.01 > Level 2 (L2) 65% 25.01 3.00 1.96 2.25 0.25 0.15 0.12 0.02 0.01 0.01 32.78 55% 28.47 > Level 1 (L1) 21.16 2.54 1.96 2.25 0.25 0.15 0.12 0.02 0.01 0.01 Material Handler/ 45% 17.32 2.08 1.96 0.25 0.15 0.12 0.02 0.01 0.01 21.92 n/a Pre-Apprentice (MH/PA)

SCHEDULE "C2.2"OUTSIDE LOWER MAINLAND/FRASER VALLEYSCAFFOLD ADDENDUMMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "C2.2" shall apply to all industrial projects governed by the Scaffold Addendum which are located outside the Lower Mainland/ Fraser Valley.

"Outside" Lower Main	nland/Fra	aser Valle	≥y						Ef	fective No	ovember 1	L, 2014
						Em	ployer Co	ontributio	ons			
Employee Classifications:	%	Base Rate	VP/SHP (12%)	Benefit Plan	Pension Plan	ABCSC	CEA	CAF	Rehab Plan	JAPlan	BCBCBTU	Total Package
Journeyperson												
> Foreman (FM)	115%	44.25	5.31	1.96	4.09	0.01	0.15	0.11	0.02	0.01	0.01	55.92
> Certified (CJP)	100%	38.48	4.62	1.96	4.09	0.01	0.15	0.11	0.02	0.01	0.01	49.46
Apprentice Carpenter												
> 4 th Term (4th)	90%	34.63	4.16	1.96	3.07	0.01	0.15	0.11	0.02	0.01	0.01	44.13
> 3 rd Term (3rd)	80%	30.78	3.69	1.96	3.07	0.01	0.15	0.11	0.02	0.01	0.01	39.81
> 2 nd Term (2nd)	65%	25.01	3.00	1.96	2.25	0.01	0.15	0.11	0.02	0.01	0.01	32.53
> 1 st Term (1st)	55%	21.16	2.54	1.96	2.25	0.01	0.15	0.11	0.02	0.01	0.01	28.22
Semi Skilled Carpenter												
> Level 4 (L4)	90%	34.63	4.16	1.96	3.07	0.01	0.15	0.11	0.02	0.01	0.01	44.13
> Level 3 (L3)	80%	30.78	3.69	1.96	3.07	0.01	0.15	0.11	0.02	0.01	0.01	39.81
> Level 2 (L2)	65%	25.01	3.00	1.96	2.25	0.01	0.15	0.11	0.02	0.01	0.01	32.53
> Level 1 (L1)	55%	21.16	2.54	1.96	2.25	0.01	0.15	0.11	0.02	0.01	0.01	28.22
Material Handler/ Pre-Apprentice (MH/PA)	45%	17.32	2.08	1.96	n/a	0.01	0.15	0.11	0.02	0.01	0.01	21.67

BCBCBTU

0.01

0.01

0.01

0.01

0.01

0.01

0.01

Total

Package

57.61

50.96

45.51

41.07

33.60

29.16

45.51

SCHEDULE "C2.3" **OUTSIDE LOWER MAINLAND/FRASER VALLEY SCAFFOLD ADDENDUM** MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "C2.3" shall apply to all industrial projects governed by the Scaffold Addendum which are located outside the Lower Mainland/ Fraser Valley.

"Outside" Lower Mainland/Fraser Valley Effective May 01, 2015 **Employer Contributions** VP/SHP Benefit Pension Rehab Base CAF **Employee Classifications:** ABCSC % CEA JAPlan (12%) Plan Plan Plan Rate Journeyperson > Foreman (FM) 115% 45.54 5.46 2.21 4.09 0.01 0.15 0.11 0.02 0.01 > Certified (CJP) 100% 39.60 4.75 2.21 4.09 0.01 0.15 0.11 0.02 0.01 **Apprentice Carpenter** > 4th Term (4th) 90% 35.64 2.21 3.07 0.01 0.15 0.11 0.02 0.01 4.28 3rd Term (3rd) 80% 31.68 3.80 2.21 3.07 0.01 0.15 0.11 0.02 0.01 $> 2^{nd}$ Term (2nd) 65% 25.74 3.09 2.21 2.25 0.01 0.15 0.02 0.01 0.11 > 1^{st} Term (1st) 55% 21.78 2.61 2.21 2.25 0.01 0.15 0.11 0.02 0.01 **Semi Skilled Carpenter** > Level 4 (14) 90% 35.64 4.28 2.21 3.07 0.01 0.15 0.11 0.02 0.01

	Material Handler/ Pre-Apprentice (MH/PA)	45%	17.82	2.14	2.21	n/a	0.01	0.15	0.11	0.02	0.01	0.01	22.48
;	> Level 1 (L1)	55%	21.78	2.61	2.21	2.25	0.01	0.15	0.11	0.02	0.01	0.01	29.16
2	> Level 2 (L2)	65%	25.74	3.09	2.21	2.25	0.01	0.15	0.11	0.02	0.01	0.01	33.60
2	> Level 3 (L3)	80%	31.68	3.80	2.21	3.07	0.01	0.15	0.11	0.02	0.01	0.01	41.07
		5070	55101	1120		0107	0101	0110	0111	0102	0101	0101	10101

>

SCHEDULE "C2.4"OUTSIDE LOWER MAINLAND/FRASER VALLEYSCAFFOLD ADDENDUMMINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "C2.4" shall apply to all industrial projects governed by the Scaffold Addendum which are located outside the Lower Mainland/ Fraser Valley.

Effective April 01, 2016 "Outside" Lower Mainland/Fraser Valley **Employer Contributions** VP/SHP Benefit Pension Rehab Base Total CAF ABCSC **Employee Classifications:** % CEA JAPlan BCBCBTU (12%) Plan Plan Plan Package Rate Journeyperson > Foreman (FM) 115% 46.87 5.62 2.40 4.09 0.01 0.15 0.11 0.02 0.01 0.01 59.29 > Certified (CJP) 100% 40.76 4.89 4.09 0.01 0.15 0.11 0.02 0.01 0.01 52.45 2.40 **Apprentice Carpenter** > 4th Term (4th) 90% 36.68 3.07 0.01 0.02 0.01 0.01 46.86 4.40 2.40 0.15 0.11 3rd Term (3rd) 80% 32.61 3.91 2.40 3.07 0.01 0.15 0.11 0.02 0.01 0.01 42.30 > $> 2^{nd}$ Term (2nd) 65% 26.49 2.40 2.25 0.01 0.02 0.01 0.01 34.63 3.18 0.15 0.11 > 1^{st} Term (1st) 55% 22.42 2.69 2.40 2.25 0.01 0.15 0.11 0.02 0.01 0.01 30.07 **Semi Skilled Carpenter** 0.01 46.86 > Level 4 (L4) 90% 36.68 4.40 2.40 3.07 0.01 0.15 0.11 0.02 0.01 80% 0.02 42.30 > Level 3 (L3) 32.61 3.91 2.40 3.07 0.01 0.15 0.11 0.01 0.01 > Level 2 (L2) 65% 26.49 3.18 2.40 2.25 0.01 0.15 0.11 0.02 0.01 0.01 34.63 22.42 30.07 > Level 1 (L1) 55% 2.69 2.40 2.25 0.01 0.15 0.11 0.02 0.01 0.01 Material Handler/ 45% 18.34 2.20 2.40 0.01 0.15 0.11 0.02 0.01 0.01 23.25 n/a Pre-Apprentice (MH/PA)

SCHEDULE "D.1" SCAFFOLD ADDENDUM EMPLO

ALL AREAS OF BC EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "D.1" shall apply to all industrial projects governed by the Scaffold Addendum in BC, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

All Areas of BC									Effecti	ve April 1	, 2014
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	's >>>	<<< S	emi Skillec	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Association of BC Scaffold Contractors	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.61	6.61	5.59	5.59	4.77	4.77	5.59	5.59	4.77	4.77	2.52
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article 4	4.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	8.100	8.100	7.080	7.080	6.260	6.260	7.080	7.080	6.260	6.260	4.010
1.5x OT	12.150	12.150	10.620	10.620	9.390	9.390	10.620	10.620	9.390	9.390	6.015
2x OT	16.200	16.200	14.160	14.160	12.520	12.520	14.160	14.160	12.520	12.520	8.020

SCHEDULE "D.2" SCAFFOLD ADDENDUM

ALL AREAS OF BC EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "D.2" shall apply to all industrial projects governed by the Scaffold Addendum in BC, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

All Areas of BC								Eff	ective No	vember 1	, 2014
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	rs >>>	<<< S	emi Skilled	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96	1.96
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Association of BC Scaffold Contractors	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.36	6.36	5.34	5.34	4.52	4.52	5.34	5.34	4.52	4.52	2.27
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article	4.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	7.850	7.850	6.830	6.830	6.010	6.010	6.830	6.830	6.010	6.010	3.760
1.5x OT	11.775	11.775	10.245	10.245	9.015	9.015	10.245	10.245	9.015	9.015	5.640
2x OT	15.700	15.700	13.660	13.660	12.020	12.020	13.660	13.660	12.020	12.020	7.520

SCHEDULE "D.3" **SCAFFOLD ADDENDUM EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "D.3" shall apply to all industrial projects governed by the Scaffold Addendum in BC, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

All Areas of BC									Effectiv	e May 01	, 2015
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	's >>>	<<< S	emi Skilled	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Association of BC Scaffold Contractors	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.61	6.61	5.59	5.59	4.77	4.77	5.59	5.59	4.77	4.77	2.52
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article	1.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	8.100	8.100	7.080	7.080	6.260	6.260	7.080	7.080	6.260	6.260	4.010
1.5x OT	12.150	12.150	10.620	10.620	9.390	9.390	10.620	10.620	9.390	9.390	6.015
2x OT	16.200	16.200	14.160	14.160	12.520	12.520	14.160	14.160	12.520	12.520	8.020

SCHEDULE "D.4.1"INSIDE LOWER MAINLAND/FRASER VALLEYSCAFFOLD ADDENDUMEMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "D.4.1" shall apply to all industrial projects governed by the Scaffold Addendum which are located inside the Lower Mainland/Fraser Valley, except those which are superceded by the LM/FV exemption. Refer to Article 3.101 (b) for details.

"Inside" Lower Mainland/Fraser V	alley								Effective	e April 01	, 2016
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpenter	s >>>	<<< S	emi Skilled	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Association of BC Scaffold Contractors	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.80	6.80	5.78	5.78	4.96	4.96	5.78	5.78	4.96	4.96	2.71
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article 4	1.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	8.290	8.290	7.270	7.270	6.450	6.450	7.270	7.270	6.450	6.450	4.200
1.5x OT	12.435	12.435	10.905	10.905	9.675	9.675	10.905	10.905	9.675	9.675	6.300
2x OT	16.580	16.580	14.540	14.540	12.900	12.900	14.540	14.540	12.900	12.900	8.400

SCHEDULE "D.4.2" SCAFFOLD ADDENDUM

OUTSIDE LOWER MAINLAND/FRASER VALLEY EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "D.4.2" shall apply to all industrial projects governed by the Scaffold Addendum which are located outside the Lower Mainland/ Fraser Valley.

"Outside" Lower Mainland/Fraser	Valley								Effective	e April 01	, 2016
					Employ	ee Classif	ications				
			<<< A	pprentice	Carpente	rs >>>	<<< S	emi Skilled	l Carpente	rs >>>	
Employer Contributions:	FM	CJP	4th	3rd	2nd	1st	L4	L3	L2	L1	MH/PA
Carpentry Workers Benefit Plan	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40	2.40
Carpentry Workers Pension Plan	4.09	4.09	3.07	3.07	2.25	2.25	3.07	3.07	2.25	2.25	n/a
Association of BC Scaffold Contractors	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Carpentry Employers Association (CEA)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Contract Administration Fund (CAF)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.80	6.80	5.78	5.78	4.96	4.96	5.78	5.78	4.96	4.96	2.71
Employee Deductions:											
Field Dues	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890	0.890
Local Union Check Off					Refe	r to Article	1.702				
CMAW Administration Fund	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505	0.505
CMAW Training Fund	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095
* Total Employee Deductions	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49
Total Hourly Remittance ST	8.290	8.290	7.270	7.270	6.450	6.450	7.270	7.270	6.450	6.450	4.200
1.5x OT	12.435	12.435	10.905	10.905	9.675	9.675	10.905	10.905	9.675	9.675	6.300
2x OT	16.580	16.580	14.540	14.540	12.900	12.900	14.540	14.540	12.900	12.900	8.400

May 1, 2014 to April 30, 2016

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS

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

(1) ABCSC

Association of BC Scaffold Contractors

(2) **BCBCBTU**

Bargaining Council of British Columbia Building Trade Unions

(3) BCYT

British Columbia and Yukon Territory Building and Construction Trades Council

(4) **CEA of BC**

Carpentry Employers Association of BC

(5) CLR

Construction Labour Relations Association of BC

(6) **CMAW**

Construction, Maintenance and Allied Workers Canada

(7) Employee

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

(8) Employer

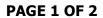
- (a) Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.
- **(b)** Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

(9) Gender

Wherever the words "man", "men", "he" or "his" are utilized in this Agreement they shall be considered to apply equally to both genders (i.e. male and female).

(10) **Hours Earned and Hours Worked**

(a)	1 straight time hour	= 1 hour earned	= 1 hour worked
(b)	1 time and one-half overtime hour	= $1\frac{1}{2}$ hours earned	= 1 hour worked
(c)	1 double time overtime hour	= 2 hours earned	= 1 hour worked



APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS

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(11) Industrial Construction

- (a) Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for CMAW carpenters.
- (b) On industrial construction projects, any employee required to work underground shall receive a premium of ten percent (10%) over and above the otherwise applicable minimum hourly wage rate. The foregoing shall not apply to work performed within open ditches or basements of buildings.

(12) LRB

British Columbia Labour Relations Board

(13) Local

An affiliated Local of the Union.

(14) 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.

(15) Metropolitan Area: Lower Mainland/Fraser Valley

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

(16) Union

- (a) Construction Maintenance and Allied Workers Canada. Notwithstanding the foregoing, where the term Union is used within this Agreement, such usage shall be deemed to be deemed to be inclusive of, and/or applicable to, each/all of the constituent members of CMAW, both collectively and individually.
- (b) Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

(17) WSBC

WorkSafe BC

APPENDIX "B" SCHEDULE OF STATUTORY HOLIDAYS

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

1. 2014

Statutory Holiday

Victoria Day Canada Day Friday before BC Day BC Day Friday before Labour Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

2. 2015

Statutory Holiday

New Years' Day Family Day Good Friday Easter Monday Victoria Day Canada Day Friday before BC Day BC Day Friday before Labour Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

Actual Date

Monday, May 19th Tuesday, July 1st Friday, Aug. 1st Monday, Aug. 4th Friday, Aug. 29th Monday, Sept. 1st Monday, Oct. 13th Tuesday, Nov. 11th Thursday, Dec. 25th Friday, Dec. 26th

<u>Actual Date</u>

Thursday, Jan. 1st Monday, Feb. 9th Friday, Apr. 3rd Monday, Apr. 6th Monday, May 18th Wednesday, July 1st Friday, July 31st Monday, Aug. 3rd Friday, Sept. 4th Monday, Sept. 7th Monday, Oct. 12th Wednesday, Nov. 11th Friday, Dec. 25th Saturday, Dec. 26th

Observed Date

Monday, May 19th Tuesday, July 1st Friday, Aug. 1st Monday, Aug. 4th Friday, Aug. 29th Monday, Sept. 1st Monday, Oct. 13th Tuesday, Nov. 11th Thursday, Dec. 25th Friday, Dec. 26th

Observed Date

Thursday, Jan. 1st Monday, Feb 9th Friday, Apr. 3rd Monday, Apr. 6th Monday, May 18th Wednesday, July 1st Friday, July 31st Monday, Aug. 3rd Friday, Sept. 4th Monday, Sept. 7th Monday, Oct. 12th Wednesday, Nov. 11th Friday, Dec. 25th Monday, Dec. 28th

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APPENDIX "B" SCHEDULE OF STATUTORY HOLIDAYS

3. 2016

Statutory Holiday

New Years' Day Family Day Good Friday Easter Monday Victoria Day Canada Day Friday before BC Day BC Day Friday before Labour Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

Actual Date

Friday, Jan. 1st Monday, Feb. 8th Friday, Mar. 25th Monday, Mar. 28th Monday, May 23rd Friday, July 1st Friday, July 29th Monday, Aug. 1st Friday, Sept. 2nd Monday, Sept. 5th Monday, Oct. 10th Friday, Nov. 11th Sunday, Dec. 25th Monday, Dec. 26th

Observed Date

Friday, Jan. 1st Monday, Feb 8th Friday, Mar. 25th Monday, Mar. 28th Monday, May 23rd Friday, July 1st Friday, July 29th Monday, Aug. 1st Friday, Sept. 2nd Monday, Sept. 5th Monday, Oct. 10th Friday, Nov. 11th Monday, Dec. 26th Tuesday, Dec. 27th

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APPENDIX "C" LETTER OF UNDERSTANDING RE: AFFILIATION

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement (the "Agreement"). All terms and conditions of the Agreement not superceded 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 be 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 and/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 supercede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement (the "Agreement"). All terms and conditions of the Agreement not superceded 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 supercede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement (the "Agreement"). All terms and conditions of the Agreement not superceded 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 <u>may</u> 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 <u>not</u> 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.

The following terms and conditions shall supercede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement. <u>In particular, the parties agree that the provisions of this Letter of Interpretation are applicable only on shifts in excess of ten (10) hours.</u> 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 <u>commences</u> work on a shift in <u>excess</u> 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 <u>commences</u> work on a shift in <u>excess</u> 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 <u>commences</u> work on a shift of ten (10) hours or less but such employee ultimately works in <u>excess</u> 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

Notwithstanding any/all contrary interpretation of this Letter of Interpretation, the second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable <u>straight</u> time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that a hot meal is not supplied, the Employer shall pay a twenty-five dollar (\$25.00) meal allowance to each affected employee in lieu thereof.

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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 (1/2) hour meal break shall be scheduled as near as is practical to the one-third (1/3) point of the shift and shall not be considered as time worked/earned.
- **b.** The second one-half (1/2) hour meal break shall be scheduled as near as is practical to the two-thirds (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 (1/2) hour meal break shall be scheduled as near as is practical to the one-quarter (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 (1/2) hour meal break shall be scheduled as near as is practical to the three-quarters (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 0.5 hours	8:00 am to 11:30 am 11:30 am to 12:00 noon	work (straight time or overtime as the day/shift warrants) first meal break (not paid)
3.5 hours	12:00 noon to 3:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm	second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm	third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:00 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.

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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 <u>not</u> 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 <u>first</u> achieve the mutual agreement of the majority of the affected employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half ($\frac{1}{2}$) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with <u>all</u> 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 <u>not</u> achieved, the default provision would prevail.

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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 6:30 pm	work (overtime)
0.5 hours	6:30 pm to 7:00 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for employees to depart for home at 6:30 pm, and be paid the twenty-five dollar (\$25.00) allowance in lieu of the hot meal.

APPENDIX "G" PAGE 1 OF 6 LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the CMAW Craft Carpenters Standard Industrial Agreement, and/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 <u>and</u> 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 journeyperson carpenter throughout the duration of his/her apprenticeship.

B. Technical Training

An apprentice shall be required to successfully complete four (4) terms of technical training in order to become a journeyperson 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 his/her 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 <u>legitimate and serious</u> matters concerning the personal health of the apprentice and/or a member of his/her 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 "successfully

APPENDIX "G" PAGE 2 OF 6 LETTER OF UNDERSTANDING RE: CARPENTER APPRENTICESHIP STANDARDS

completed" a term of technical training effective the first work day following his/her "last day of class".

b. Notwithstanding the foregoing, 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 successfully complete 5,000 hours worked in order to become a journeyperson carpenter. Such hours worked shall be divided into four (4) terms of 1,250 hours worked per term. Notwithstanding the foregoing,

- **1.** In the event that the ITA increases/decreases the duration of a carpenter apprenticeship from the currently applicable 5,000 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. Notwithstanding the foregoing, an apprentice shall not receive credit for such hours until he/she is 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 625 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 journeyperson on the project in accordance with the following schedule.

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

E. Classification

The parties agree that the classification of an apprentice or journeyperson 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 journeyperson. To this end, the classification of apprentices and/or journeypersons shall be governed as follows.

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 of 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.

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- **2. a.** The initial classification of an apprentice shall require consideration of both the apprentice's prior technical training and work experience. Notwithstanding the foregoing, if an apprentice is indentured to the Union or a Union controlled Board, Association of 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 his/her 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 <u>not</u> 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 journeyperson carpenter subsequent to April 1, 2007 unless such an individual has obtained a government recognized Carpenters Trade Qualification (TQ) Certificate. Notwithstanding the foregoing, an individual who has <u>not</u> obtained a TQ certificate may still be classified as a journeyperson 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 his/her existing wage rate (effective March 31, 2007) reduced as a result of the application of this Letter of Understanding. Notwithstanding the foregoing, 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 he/she remains formally registered for as many terms of technical training as is permitted by his/her local training institution throughout the entire duration of his/her apprenticeship. In recognition of these acknowledgments, the following advancement criteria shall apply.

1. Except as otherwise provided herein, an apprentice shall <u>not</u> advance to a higher classification until/unless such apprentice:

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- has successfully completed the required hours worked, and
- has successfully completed the required technical training, and
- is 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. Notwithstanding the foregoing, if an apprentice is indentured directly to his/her 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 1,250 hours worked, <u>and</u> be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, <u>and</u> 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 2,500 hours worked, <u>and</u> at least one (1) term of technical training, <u>and</u> be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, <u>and</u> 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 3,750 hours worked, <u>and</u> at least two (2) terms of technical training, <u>and</u> be formally registered with a training institution for the next term of technical training for which the apprentice is eligible, <u>and</u> 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 journeyperson carpenter, such apprentice shall first successfully complete a minimum total of 5,000 hours worked <u>and</u> all four (4) terms of technical training, <u>and</u> shall 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 their sole discretion, advance an apprentice to a higher classification absent successful completion of the required technical training and/or hours worked and/or registration status, however the Union shall not make <u>any</u> unreasonable effort to persuade an Employer to do so nor discriminate against an Employer in any way for not doing so. Notwithstanding the foregoing, a subsequent Employer shall retain the right to return such apprentice to his/her proper classification.
- **4. a.** Notwithstanding items F1 and F2, an apprentice shall not be denied advancement from

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one term to the next solely because the apprentice was prevented from attending technical training for reasons <u>completely</u> beyond his/her control. Notwithstanding the foregoing, 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 <u>completely</u> beyond his/her 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, and/or any other similar circumstance. Notwithstanding the foregoing, the parties agree that relatively common/routine: illness, transportation problems, scheduling inconveniences, and/or family related concerns do <u>not</u> constitute reasons <u>completely</u> beyond his/her 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 any/all documentation necessary to substantiate that the apprentice:
 - has successfully completed pre-apprenticeship training, and/or
 - has successfully completed the required hours worked, and/or
 - has successfully completed the required technical training, and/or
 - is formally registered for additional technical training to the extent required herein, and/or
 - had appropriate personal reason(s) for changing previously scheduled technical training registration dates, and/or
 - was prevented from attending technical training for reasons completely beyond his/her 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 of any apprentice or journeyperson by the Union shall be appropriate grounds for a grievance by the Employer.

H. Indentureship

- An apprentice may be indentured directly with the Union, an individual Employer, or a Board and/or Association and/or Society directly related to either the Union and/or an individual 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

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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 and/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(s) 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. Notwithstanding the foregoing, where a mutually agreed resolution has not been reached within five (5) business days, the disputed matter shall be referred to Mr. Michael Fleming, LRB Associate Chair, 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 May 1, 2017, the following employers have authorized CLR to bargain the CMAW Craft Carpenters Standard Industrial Agreement with CMAW and to sign such Agreement on their behalf.

- 1. Alfred Horie Construction Co. Ltd.
- 2. Brightside Enterprises Ltd.
- 3. Brymark Installations Group Inc.
- 4. Cascade Mechanical Ltd.
- 5. Co-Gen Mechanical Services Ltd.
- 6. Cranberry Construction Services Ltd.
- 7. Crossroads Construction Co. Ltd.
- 8. Eby & Sons Construction Ltd.
- 9. Emil Anderson Construction (EAC) Inc.
- 10. Geometric Scaffolding Ltd.
- 11. Halse-Martin Construction Co. Ltd.
- 12. Hodgson, King & Marble Ltd.
- 13. Holaco Construction (1997) Ltd.
- 14. Huron Developments (1990) Ltd.
- 15. Jayko Construction Ltd.
- 16. Kingston Construction Ltd.

- 17. LML Industrial Contractors Ltd.
- 18. M & C Contractors Ltd.
- 19. Norcan Construction 83 Inc.
- 20. Orion Interior Contracting Ltd.
- 21. R.J. Cooper Construction Ltd.
- 22. Seaward Construction Ltd.
- 23. Smith Bros. & Wilson (BC) Ltd.
- 24. Totalplan Inc.
- 25. Turn-Key Construction Inc.
- 26. TVE Industrial Services Ltd.
- 27. Viking Construction Ltd.
- 28. Vriezen Construction Ltd.
- 29. W.S. Nicholls Construction Inc.
- 30. Wayne Watson Construction Ltd.
- 31. Western Industrial Contractors Ltd.

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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 May 1, 2017, the following employers have authorized CLR to bargain the 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. Chinook Scaffold Systems Ltd.
- 4. Excel Scaffold Solutions Ltd.