

CARPENTERS STANDARD COMMERCIAL/INSTITUTIONAL AGREEMENT

By and Between:

**Construction, Maintenance and Allied Workers
Bargaining Council (CMAW)**

(Hereinafter referred to as the "Union")

And:

Construction Labour Relations Association of B.C. (CLR)

(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)

(Hereinafter referred to as the "Employer")

May 1, 2004 to April 30, 2010

Table of Contents

Refer to Appendix "A" for definitions and abbreviations applicable to this Agreement.

Article 1.000	Objects	1
Article 2.000	Effective Date and Duration	1
Article 3.000	Extent	1
Article 4.000	Monetary Package	2
Article 5.000	Monthly Remittances	7
Article 6.000	Hours of Work and Overtime	8
Article 7.000	Travel Premiums and Out-Of-Town Projects	11
Article 8.000	Hiring and Mobility of Workforce	13
Article 9.000	Job Stewards and Union Representatives	15
Article 10.000	Health and Safety	16
Article 11.000	Working Conditions	17
Article 12.000	Carpenters Joint Advisory Committee (CJAC)	18
Article 13.000	Joint Recovery Program	18
Article 14.000	Grievance Procedure	19
Article 15.000	Management Rights	20
Article 16.000	Savings Clause	20
Article 17.000	Legalities	20
Article 18.000	"Clean Up" of Agreement	20
	Signature of Parties	21
Schedule "A1"	Minimum Straight Time Hourly Wage Rates	22
Employer Contributions and Employee Deductions		
Schedule "B1"	Foremen and Journeypersons	23
Schedule "B2"	Apprentices: 3 rd Term and 4 th Term	24
Schedule "B3"	Apprentices: 1 st Term and 2 nd Term	25
Schedule "B4"	Material Handlers/Pre-Apprentices	26
Addendums		
	Scaffold Addendum	27
	Signature of Parties	28
Schedule "A2"	Minimum Straight Time Hourly Wage Rates (Scaffold Addendum)	29
Employer Contributions and Employee Deductions (Scaffold Addendum)		
Schedule "B5"	Foremen and Journeypersons (Scaffold Addendum)	30
Schedule "B6"	Apprentices (Scaffold Addendum): 3 rd Term and 4 th Term	31
Schedule "B7"	Apprentices (Scaffold Addendum): 1 st Term and 2 nd Term	32
Schedule "B8"	Material Handlers/Pre-Apprentices (Scaffold Addendum)	33
Appendix "A"	Definitions and Abbreviations	34
Letters of Understanding		
	Re: Affiliation	37
	Re: Breweries and Bulk Loading Terminals (Lower Mainland and Vancouver Island)	38
	Re: Implementation of Industrial Rate on Commercial/Institutional Projects	39
	Re: Retired Members	40

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, 2004, to and including April 30, 2010, 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, 2010, 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.

ARTICLE 3.000 - EXTENT

3.100 Work Jurisdiction

- 3.101** This Agreement shall govern all commercial and institutional work within the jurisdiction of the carpenter which is performed by the Employer within the province of British Columbia. The work jurisdiction of the carpenter shall be as determined from time to time by the Umpire of the Jurisdictional Assignment Plan. 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.
- 3.102** All work performed which requires the tools, skills or ability of a tradesperson shall be performed by a member of the Union. Notwithstanding the foregoing, one (1) representative of a general contractor who is not a member of the Union shall be allowed to work and/or provide direction on a project.

3.200 Subcontracting

- 3.201** The Employer 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. Notwithstanding the foregoing and/or any/all contrary provisions of this Agreement, there shall be no restriction on an Employer's right to subcontract work which is not otherwise governed by the terms of this Agreement.
- 3.202** Refer also to Letter of Understanding Re: Subcontracting signed by the parties October 26, 2005. Contact the Union or CLR for a copy.

3.300 Union Security and Affiliation

- 3.301** Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for: (I) rendering assistance to labour organizations, and/or (ii) refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose Employees are on strike against or are locked out by an Employer.
- 3.302** Refer to attached 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 30, 2004 Journey person Employee classification on all non enabled commercial and institutional projects tendered and/or underway as of October 31, 2005. 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:	\$ 7.50 per hour	October 31, 2005	\$ 1.00 per hour
		February 1, 2006	\$ 1.00 per hour
		May 1, 2006	\$ 0.50 per hour
		May 1, 2007	\$ 1.50 per hour
		May 1, 2008	\$ 1.50 per hour
		May 1, 2009	\$ 1.50 per hour
		April 1, 2010	\$ 0.50 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 schedules of minimum straight time hourly wage rates as provided for within Schedules "A1" and "A2" 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 and certain geographical areas of Vancouver Island.

4.303 Breweries and Bulk Loading Terminals

Refer to attached Letter of Understanding Re: Breweries and Bulk Loading Terminals (Lower Mainland and Vancouver Island).

4.304 Application of Industrial Rate

Refer to attached Letter of Understanding Re: Implementation of Industrial Rate on Commercial/Institutional Projects.

4.305 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.

4.306 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.

4.307 Scaffold Erection/Dismantling

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

4.308 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 4.308 (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 4.308 (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 4.308 (a) shall not apply to an Employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. Notwithstanding the foregoing, such an Employee shall receive a premium of one (1) additional hour per shift at their otherwise applicable minimum straight time hourly wage rate.

4.400 Employee Classifications**4.401 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 Journeyman minimum straight time hourly wage rate on the project. In addition to such rate, a Foreman shall also be paid all other premiums (i.e. holiday pay, overtime, etc.) which otherwise apply in accordance with this Agreement.

4.402 Apprentices

- (a) Employers shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Journeyman on the project.

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

- (c) The April 2007 arbitration award rendered by Mr. Michael Fleming and the Letter of Understanding Re: Carpenter Apprenticeship Standards, signed by the parties on April 13, 2007, which was provided

for within such award, shall apply to the employment of Apprentices and the advancement of such Apprentices from one (1) Term to the next. In particular, the parties agree that such award shall be strictly adhered to by all Locals of the Union throughout the province and shall apply to all work governed by this Agreement, including but not limited to scaffolding work performed in accordance with the Scaffold Addendum. Copies of the Letter of Understanding Re: Carpenter Apprenticeship Standards can be obtained from either the Union or CLR.

4.403 Material Handlers/Pre-Apprentices

- (a) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be fifty percent (50%) of the applicable Journey person minimum straight time hourly wage rate on the project.
- (b) The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the carpenter. A Material Handler/Pre-Apprentice shall not perform that work of the carpenter which requires the use of the tools of the trade, or the handling, erection, and dismantling of scaffolding from the job site stockpile, through erection and back to the job site stockpile. A Material Handler/Pre-Apprentice shall in the case of competent workers be a possible source of future apprentices.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

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

4.502 Annual Vacation

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

4.503 Statutory Holidays

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

New Year's Day, Heritage Day (3rd Monday in February), 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) Notwithstanding Article 4.503 (a), Heritage Day and the Friday preceding Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.
- (c) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.

4.600 Employer Contributions

The schedules of Employer contributions as provided for within Schedules "B1" through "B8" attached hereto shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of "hours worked".

4.601 Union Benefit Plan

- (a) The Employer shall contribute the required amount(s) to the Union Benefit Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B8" attached hereto.
- (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 Schedules "B1" through "B8" attached hereto.
- (b) The required Employer contribution to the Union Pension Plan on behalf of Apprentices shall be the applicable percentage of the required Employer contribution for Journeypersons in accordance with the following schedule.

1st Term (55%), 2nd (55%), 3rd (75%), 4th (75%)

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

4.603 Union Administration and Training Funds

The Employer shall contribute the required amount(s) to each of the four Union Administration and Training Funds in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B8" attached hereto. The four Union Administration and Training Funds are the CMAW Administration Fund (effective from May 1, 2007 onward), the CMAW Training Fund (effective from September 1, 2006 onward), the Carpenters Administration Fund (effective through April 30, 2007) and the Provincial Organizing Fund (effective through April 30, 2007).

4.604 Carpentry Apprenticeship and Training Fund

The Employer shall contribute the required amount(s) to the Carpentry Apprenticeship and Training Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B8" attached hereto.

4.605 Carpenters Joint Advisory Fund

The Employer shall contribute the required amount(s) to the Carpenters Joint Advisory Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B8" attached hereto.

4.606 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute thirteen cents (\$0.13) per hour worked, inclusive of GST, to the CAF in the manner set forth in Article 5.000. CLR may alter this 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.

4.607 Association of Carpentry Employers of BC (ACE of BC)

(a) The Employer shall contribute the required amount(s) to ACE of BC in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B8" attached hereto, however ACE of BC may alter such amount(s) by providing the Union with sixty (60) calendar days written notice.

(b) The Union shall collect and forward to ACE of BC, without exception, all monies designated for ACE of BC and received in accordance with the Monthly Report to the Administrator. Payment to ACE of BC 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.

4.608 Rehabilitation Plan

The Employer shall contribute two cents (\$0.02) per hour worked to the Rehabilitation Plan in the manner set forth in Article 5.000.

4.609 Jurisdictional Assignment Plan (JAP)

The Employer shall contribute one cent (\$0.01) per hour worked to the Jurisdictional Assignment Plan (JAP) in the manner set forth in Article 5.000. The JAP, 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 JAP, 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.

4.610 BCBCBTU Fund

The Employer shall contribute one cent (\$0.01) per hour worked 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 not require the deduction of Local Union Check-Off.

4.800 Payment of Wages

4.801 The Employer shall, at least every second Friday, pay to each Employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the Employee to a day not more than seven (7)

calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.

- 4.802** The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an Employee at the time of termination of employment. Alternatively, the Employer shall mail a cheque to the Employee in payment of such monies not later than the next working day.
- 4.803** The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (I) Employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings.
- 4.804** Where an Employee is not paid in accordance with Articles 4.801 and 4.802, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.
- 4.805** Any Employer whose head office is located outside of BC shall establish a payroll office within BC.

4.900 Bonding and Payroll Failures

- 4.901** Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to fifteen thousand dollars (\$15,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or Employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
- 4.902** Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

ARTICLE 5.000 - MONTHLY REMITTANCES

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

5.100 General Provisions

- 5.101** The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees working under the terms of this Agreement. Refer to Schedules "B1" through "B8" attached hereto.
- 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.

5.200 “Nil” Reports

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

5.300 Delinquent Remittance

5.301 In the event the Employer fails to remit Employer contributions and Employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, 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 4.606 (a).

ARTICLE 6.000 - HOURS OF WORK AND OVERTIME

6.100 Regular Hours

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

6.102 The regular work week shall be between 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) hours notice of termination, or one hours pay in lieu thereof. The Employee shall use such notice to gather their personal tools and prepare such tools for the next project.

6.200 Overtime Hours

- 6.201** The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- 6.202** The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- 6.203** All other overtime hours shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.300 Compressed Work Week

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

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.303 Statutory Holidays

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

6.400 Shifts**6.401 Scheduling of Shifts**

- (a) The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift.

6.402 Shift Premiums

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

Day Shift: No shift premium.

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

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

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

6.500 Call-Out Time

- 6.501** When an Employee is called out for work, the Employer shall pay such Employee for a minimum of one-half (½) of the scheduled shift hours at the otherwise applicable straight time or overtime hourly rate, regardless of whether or not the Employee actually commenced work. Notwithstanding the foregoing, when an Employee works more than one-half (½) of the scheduled shift hours, the Employer shall pay such Employee for the full shift.
- 6.502** Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which Employees shall be required to work inside and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

6.600 Rest Breaks

- 6.601** Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.
- 6.602** Notwithstanding Article 6.601, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the Employees have been so advised prior to the completion of the previous days' shift.

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

6.700 Meal Breaks

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

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

6.702 Shifts in Excess of Ten (10) Hours

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

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

7.100 Metro Travel Premium

7.101 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 metropolitan area shall be defined as including Lions Bay to the west, Hope to the east, and everything in between.

7.102 On projects located within the Victoria, Duncan, Nanaimo and/or Courtenay-Campbell River metropolitan areas, the Employer shall pay a metro travel premium of seventy-five cents (\$0.75) per hour worked to all Employees. Such premium shall be added to the Employee's otherwise applicable hourly wage rate. Refer to Appendix "A" for a definition of each of the foregoing metropolitan areas.

7.200 Daily Travel Premium

7.201 Metropolitan Areas

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

7.202 Local Resident Employees

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

(a) A Local Resident Employee shall travel daily between their residence and the project, and shall receive a daily travel premium in accordance with the following schedule. Such premium shall be payable each way, each day, and the distance travelled shall be calculated from the centre of the incorporated city, town, village, or district in or nearest to which such Employee is residing, to the project.

0 km - 8 km:	no premium
8 km - 40 km:	thirty-eight cents (\$0.38) per km
over 40 km:	forty-four cents (\$0.44) per km

(b) The daily travel premium 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

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

7.300 Initial and Terminal Travel

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

- 7.301** To travel to and from a project, members, on leaving their home or place of domicile, shall receive first class transportation from the nearest transportation terminal, including sleeper for night travel, supplied and paid for by the members' prospective Employer; also travelling time and meals while travelling.
- 7.302** When the time spent travelling from the point of embarkation to the project is less than eight (8) hours a minimum of eight (8) hours travelling time will be paid as travelling time, providing that on arrival such Employee will work the remainder of a regular shift when requested to do so; and on failure to comply will be paid only the actual time spent travelling.
- 7.303** When on returning to the point of embarkation from the project the time spent travelling is four (4) hours or less, a minimum of four (4) hours will be paid as travelling time. When the time spent travelling exceeds four (4) hours, eight (8) hours shall be paid as travelling time in any twenty-four (24) hour period.
- 7.304** If travelling time exceeds twenty-four (24) hours, an amount equal to, but not exceeding, one (1) regular shift will be paid as travelling time in any twenty-four (24) hour period.
- 7.305** There shall be no deduction from an Employee's wages for transportation or meals while travelling; save in the case of an Employee quitting for no good reason when having been on the job less than fifteen (15) calendar days; then the Employer may deduct the cost of meals, transportation and travelling time to the project. In the case of an Employee quitting when having been on the project more than fifteen (15) calendar days but less than thirty (30) calendar days, return transportation and travel time need not be paid by the Employer.

7.400 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 Effective October 31, 2005, the Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA).

Option #2 Effective October 31, 2005, the Employer shall provide the Employee with a single room plus a daily meal allowance. Refer also to Article 7.203.

The amount of the daily lump sum LOA and daily meal allowance shall be as mutually agreed by the Union and the Employer on a "project by project" basis. Notwithstanding the foregoing, in the event that mutual agreement cannot be reached, the terms of Article 7.401 provided for within the Carpenters Standard Industrial Agreement shall also apply to all commercial and institutional work governed by this Agreement.

- 7.402** If an Employee resides more than seventy (70) kilometres from the project and such Employee would otherwise be required to travel daily between the project and his residence between November 1st through April 30th annually, such Employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project. Notwithstanding the foregoing, a temporary out-of-town project designation may apply only during the period November 1st through April 30th.
- (a) The Employer shall consider each such request on its individual merits, and shall advise the Employee whether or not their request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the Employee due to inclement winter road conditions.
- (b) If the project is designated as a temporary out-of-town project, the Employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.401, and shall no longer travel daily between the project and his residence.

7.500 Pre-Tender and Pre-Job Conferences

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

7.600 Periodic Leave and Compassionate Leave

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

7.700 Camp Projects

The terms of Article 7.700 provided for within the Carpenters Standard Industrial Agreement shall also apply to all commercial and institutional work governed by this Agreement.

7.800 Marshalling Points

The terms of Article 7.800 provided for within the Carpenters Standard Industrial Agreement shall also apply to all commercial and institutional work governed by this Agreement.

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, the Employer may not transfer an Employee

from their home Local to another Local unless the Employee's home Local is an affiliate member in good standing of the Union.

8.200 Exempt Employees

8.201 The Employer may:

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

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

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

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

8.300 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. Journeyperson, Apprentice, Material Handler/Pre-Apprentice) than was requested by the Employer. In particular, the project Local shall not make any attempt to restrict or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.402 (a).

8.600 Reduction in Project Crew

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

8.602 When it is necessary for the Employer to reduce the size of the project crew, 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

Refer to attached Letter of Understanding Re: Retired Members.

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

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

ARTICLE 10.000 - HEALTH AND SAFETY

10.100 Safety Equipment

- 10.101** The Employer shall supply to Employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (i.e. safety hats and rubber clothing). Only safety belts with leg and shoulder straps are to be used.
- 10.102** All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.
- 10.103** The Employer shall supply welders' leather vests or jackets and leather gauntlet gloves to all Employees assigned to welding work, on a "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 WCB regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for dismissal.
- 10.203** Any Employee may refuse to work where, in the opinion of such Employee, adequate safety precautions have not been provided.

10.300 Project Inspections

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

10.400 Injured or Sick Employees

- 10.401** The Employer shall cover all transportation costs not otherwise covered by the WCB 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 WCB, if the first aid attendant or a doctor recommends off-site treatment or a return to the Employee's point of hire.
- 10.402** If an Employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift.
- 10.403** Refer also to Article 8.700 and Article 11.502.

10.500 Drug and Alcohol Testing

A sub-committee of the parties shall be established to review client requirements and industry standards related to the issue of drug and alcohol testing of Employees. This issue is growing in importance and the sub-committee shall be authorized to bring forward recommendations. Such recommendations, if any, shall be subject to ratification by the parties.

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.

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 - CARPENTERS JOINT ADVISORY COMMITTEE (CJAC)

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

ARTICLE 13.000 - JOINT RECOVERY PROGRAM

13.100 Process

- 13.101** The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. 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.
- 13.103** The relevant provisions of the parties' October 26, 2005 Trade Level Memorandum of Agreement shall apply with respect to the continued application of framework projects tendered as of October 30, 2005.

13.200 Participation

- 13.201** Unless otherwise agreed to, in writing, neither the Union nor an individual Local(s) shall decline to participate in the process contemplated by Article 13.100.
- 13.202** Notwithstanding Article 13.201, Locals shall retain the right to deny an individual enabling request, but no

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

ARTICLE 14.000 - GRIEVANCE PROCEDURE

14.100 Definitions

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

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

14.200 Time Limits

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

14.300 Procedure**14.301 Step 1**

The Job Steward or Union Representative shall first discuss the grievance with the 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 (½) the expenses of the Chair.

14.400 Alternative Methods of Resolution

14.401 Notwithstanding any/all contrary provisions of Article 14.000, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator, industry grievance panel, or the CJAC) in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance. Refer also to Article 12.000.

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 its business in all respects subject only to the limitations expressly stated within this Agreement and the laws of the land.

ARTICLE 16.000 - SAVINGS CLAUSE

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

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

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

ARTICLE 17.000 - LEGALITIES

17.100 The parties shall comply, in a timely manner, with the terms of their October 26, 2005 Letter of Understanding Re: Carpenter Lathers Standard ICI Agreement.

17.200 A copy of this Agreement shall be filed with the LRB.

ARTICLE 18.000 - "CLEAN UP" OF AGREEMENT

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

SIGNATURE OF PARTIES

Dated this 15th day of May, 2007.

Signed on behalf of:
Construction Labour Relations Association of BC

Clyde H. Scollan

Dale Bekar

Dated this 16th day of May, 2007.

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Jan Noster

Pat Haggarty

SCHEDULE "A1"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES

	Oct. 31/05	Feb. 1/06	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
Foreman	29.30	30.34	30.84	31.71	32.73	33.75	34.02
Journeyman *	25.48	26.38	26.82	27.57	28.46	29.35	29.58
Apprentices: 4 th Term (90%)	22.93	23.74	24.14	24.81	25.61	26.42	26.62
3 rd Term (80%)	20.38	21.10	21.46	22.06	22.77	23.48	23.66
2 nd Term (65%)	16.56	17.15	17.43	17.92	18.50	19.08	19.23
1 st Term (55%)	14.01	14.51	14.75	15.16	15.65	16.14	16.27
Material Handler/Pre-Apprentice (50%)	12.74	13.19	13.41	13.79	14.23	14.68	14.79
Annual Vacation and Stat. Holiday Pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

Refer to Article 7.100.

Metro Travel Premium

The Metro Travel Premium is payable only within the Lower Mainland/Fraser Valley, Victoria, Duncan, Nanaimo and Courtenay-Campbell River. In these regions, the otherwise applicable hourly wage rate shall be increased by the applicable Metro Travel Premium amount. Annual Vacation Pay and Statutory Holiday Pay shall be calculated on the resulting new total. The Metro Travel Premium is not subject to Overtime premiums or Shift premiums.

* The Journeyman minimum straight time hourly wage rate at the expiry of the 2000-2004 Agreement was \$24.59 per hour.

SCHEDULE "B1"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

FOREMEN AND JOURNEYPERSONS	Oct. 31/05	Sept. 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>						
Carpentry Workers Benefit Plan	1.545	1.545	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	2.340	2.340	2.840	3.340	3.840	4.090
CMAW Administration Fund	N/A	N/A	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	0.085	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	0.195	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	0.100	N/A	N/A	N/A	N/A
Carpentry Apprenticeship and Training Funds	0.170	N/A	N/A	N/A	N/A	N/A
Carpenters Joint Advisory Fund	0.020	0.020	N/A	N/A	N/A	N/A
Association of Carpentry Employers of BC	0.010	0.095	0.150	0.150	0.150	0.150
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010
Total Employer Contributions	4.550	4.550	5.260	5.760	6.260	6.510
<u>EMPLOYEE DEDUCTIONS:</u>						
Field Dues	0.520	0.520	0.520	TBA	TBA	TBA
Local Union Check-Off	Refer to Article 4.702					
Total Employee Deductions	0.520	0.520	0.520	TBA	TBA	TBA
Total Hourly Remittance - Straight Time	5.070	5.070	5.780	TBA	TBA	TBA
1.5x Overtime	5.070	5.070	5.780	TBA	TBA	TBA
2x Overtime	5.070	5.070	5.780	TBA	TBA	TBA

SCHEDULE "B2"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

APPRENTICES: 3RD TERM AND 4TH TERM	Oct. 31/05	Sept. 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>						
Carpentry Workers Benefit Plan	1.545	1.545	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	1.755	1.755	2.130	2.505	2.880	3.070
CMAW Administration Fund	N/A	N/A	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	0.085	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	0.195	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	0.100	N/A	N/A	N/A	N/A
Carpentry Apprenticeship and Training Funds	0.170	N/A	N/A	N/A	N/A	N/A
Carpenters Joint Advisory Fund	0.020	0.020	N/A	N/A	N/A	N/A
Association of Carpentry Employers of BC	0.010	0.095	0.150	0.150	0.150	0.150
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010
Total Employer Contributions	3.965	3.965	4.550	4.925	5.300	5.490
<u>EMPLOYEE DEDUCTIONS:</u>						
Field Dues	0.520	0.520	0.520	TBA	TBA	TBA
Local Union Check-Off	Refer to Article 4.702					
Total Employee Deductions	0.520	0.520	0.520	TBA	TBA	TBA
Total Hourly Remittance - Straight Time	4.485	4.485	5.070	TBA	TBA	TBA
1.5x Overtime	4.485	4.485	5.070	TBA	TBA	TBA
2x Overtime	4.485	4.485	5.070	TBA	TBA	TBA

SCHEDULE "B3"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

APPRENTICES: 1ST TERM AND 2ND TERM	Oct. 31/05	Sept. 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>						
Carpentry Workers Benefit Plan	1.545	1.545	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	1.290	1.290	1.560	1.840	2.110	2.250
CMAW Administration Fund	N/A	N/A	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	0.085	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	0.195	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	0.100	N/A	N/A	N/A	N/A
Carpentry Apprenticeship and Training Funds	0.170	N/A	N/A	N/A	N/A	N/A
Carpenters Joint Advisory Fund	0.020	0.020	N/A	N/A	N/A	N/A
Association of Carpentry Employers of BC	0.010	0.095	0.150	0.150	0.150	0.150
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010
Total Employer Contributions	3.500	3.500	3.980	4.260	4.530	4.670
<u>EMPLOYEE DEDUCTIONS:</u>						
Field Dues	0.520	0.520	0.520	TBA	TBA	TBA
Local Union Check-Off	Refer to Article 4.702					
Total Employee Deductions	0.520	0.520	0.520	TBA	TBA	TBA
Total Hourly Remittance - Straight Time	4.020	4.020	4.500	TBA	TBA	TBA
1.5x Overtime	4.020	4.020	4.500	TBA	TBA	TBA
2x Overtime	4.020	4.020	4.500	TBA	TBA	TBA

SCHEDULE "B4"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

MATERIAL HANDLERS/PRE-APPRENTICES	Oct. 31/05	Sept. 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>						
Carpentry Workers Benefit Plan	1.545	1.545	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	N/A	N/A	N/A	N/A	N/A	N/A
CMAW Administration Fund	N/A	N/A	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	0.085	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	0.195	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	0.100	N/A	N/A	N/A	N/A
Carpentry Apprenticeship and Training Funds	0.170	N/A	N/A	N/A	N/A	N/A
Carpenters Joint Advisory Fund	0.020	0.020	N/A	N/A	N/A	N/A
Association of Carpentry Employers of BC	0.010	0.095	0.150	0.150	0.150	0.150
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010
Total Employer Contributions	2.210	2.210	2.420	2.420	2.420	2.420
<u>EMPLOYEE DEDUCTIONS:</u>						
Field Dues	0.520	0.520	0.520	TBA	TBA	TBA
Local Union Check-Off	Refer to Article 4.702					
Total Employee Deductions	0.520	0.520	0.520	TBA	TBA	TBA
Total Hourly Remittance - Straight Time	2.730	2.730	2.940	TBA	TBA	TBA
1.5x Overtime	2.730	2.730	2.940	TBA	TBA	TBA
2x Overtime	2.730	2.730	2.940	TBA	TBA	TBA

SCAFFOLD ADDENDUM (PAGE 1 OF 2)

BY AND BETWEEN:

Construction, Maintenance and Allied Workers Bargaining Council (CMAW)

(Hereinafter referred to as the "Union")

AND:

Construction Labour Relations Association of BC (CLR)

(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)

(Hereinafter referred to as the "Employer")

(1) Object and Application

This Addendum shall be appended to the Carpenters Standard Commercial/Institutional 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 commercial and institutional sectors of the industry.
- (b) This Addendum shall apply to specialty scaffold contractors only, and shall supercede the terms of the Carpenters Standard Commercial/Institutional Agreement on like matters. All terms and conditions of the Carpenters Standard Commercial/Institutional Agreement not otherwise superceded by this Addendum shall continue to apply.

(2) Association of BC Scaffold Contractors

- (a) Effective June 2, 2006, the Employer shall contribute twenty-five cents (\$0.25) per hour worked to the Association of BC Scaffold Contractors in the manner set forth in Article 5.000. Notwithstanding the foregoing, the Association of BC Scaffold Contractors may alter the Employer contribution amount by providing the Union with sixty (60) calendar days written notice.
- (b) The Union shall collect and forward to the Association of BC Scaffold Contractors, without exception, all monies designated for the Association of BC Scaffold Contractors and received in accordance with the Monthly Report to the Administrator. Payment to the Association of BC Scaffold Contractors 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 Association of BC Scaffold Contractors.

(3) Qualifications

- (a) (i) A Journeyperson shall be qualified for priority dispatch on a scaffolding project if such 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 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) Journeypersons available. The Union shall advise the Employer whenever a Journeyperson dispatched to a scaffolding project was not qualified for priority dispatch.

SCAFFOLD ADDENDUM (PAGE 2 OF 2)

(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 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 within forty-eight (48) hours of the Employer requesting same.

©) 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) **Room and Board Options**

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

SIGNATURE OF PARTIES

Dated this 15th day of May, 2007.

Dated this 16th day of May, 2007.

Signed on behalf of:
Construction Labour Relations Association of BC

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Clyde H. Scollan

Jan Noster

Dale Bekar

Pat Haggarty

SCHEDULE "A2"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES
(SCAFFOLD ADDENDUM)

	Oct. 31/05	Feb. 1/06	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
Foreman	29.30	30.34	30.84	31.71	32.73	33.75	34.02
Journeyman *	25.48	26.38	26.82	27.57	28.46	29.35	29.58
Apprentices: 4 th Term (90%)	22.93	23.74	24.14	24.81	25.61	26.42	26.62
3 rd Term (80%)	20.38	21.10	21.46	22.06	22.77	23.48	23.66
2 nd Term (65%)	16.56	17.15	17.43	17.92	18.50	19.08	19.23
1 st Term (55%)	14.01	14.51	14.75	15.16	15.65	16.14	16.27
Material Handler/Pre-Apprentice (50%)	12.74	13.19	13.41	13.79	14.23	14.68	14.79
Annual Vacation and Stat. Holiday Pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

Refer to Article 7.100.

Metro Travel Premium

The Metro Travel Premium is payable only within the Lower Mainland/Fraser Valley, Victoria, Duncan, Nanaimo and Courtenay-Campbell River. In these regions, the otherwise applicable hourly wage rate shall be increased by the applicable Metro Travel Premium amount. Annual Vacation Pay and Statutory Holiday Pay shall be calculated on the resulting new total. The Metro Travel Premium is not subject to Overtime premiums or Shift premiums.

* The Journeyman minimum straight time hourly wage rate at the expiry of the 2000-2004 Agreement was \$24.59 per hour.

SCHEDULE "B5"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
(SCAFFOLD ADDENDUM)

FOREMEN AND JOURNEYPEPERSONS (SCAFFOLD ADDENDUM)	Oct. 31/05	Jun. 2/06	Sept. 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>							
Carpentry Workers Benefit Plan	1.545	1.545	1.545	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	2.340	2.340	2.340	2.840	3.340	3.840	4.090
CMAW Administration Fund	N/A	N/A	N/A	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	N/A	0.085	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	0.195	0.195	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	0.100	0.100	N/A	N/A	N/A	N/A
Carpentry Apprenticeship and Training Funds	0.170	0.170	N/A	N/A	N/A	N/A	N/A
Carpenters Joint Advisory Fund	0.020	0.020	0.020	N/A	N/A	N/A	N/A
Association of Carpentry Employers of BC	0.010	0.010	0.095	0.150	0.150	0.150	0.150
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Association of BC Scaffold Contractors	N/A	0.250	0.250	0.250	0.250	0.250	0.250
Total Employer Contributions	4.550	4.800	4.800	5.510	6.010	6.510	6.760
<u>EMPLOYEE DEDUCTIONS:</u>							
Field Dues	0.520	0.520	0.520	0.520	TBA	TBA	TBA
Local Union Check-Off	Refer to Article 4.702						
Total Employee Deductions	0.520	0.520	0.520	0.520	TBA	TBA	TBA
Total Hourly Remittance - Straight Time	5.070	5.320	5.320	6.030	TBA	TBA	TBA
1.5x Overtime	5.070	5.320	5.320	6.030	TBA	TBA	TBA
2x Overtime	5.070	5.320	5.320	6.030	TBA	TBA	TBA

SCHEDULE "B6"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
(SCAFFOLD ADDENDUM)

APPRENTICES: 3 RD TERM AND 4 TH TERM (SCAFFOLD ADDENDUM)	Oct. 31/05	Jun. 2/06	Sept. 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>							
Carpentry Workers Benefit Plan	1.545	1.545	1.545	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	1.755	1.755	1.755	2.130	2.505	2.880	3.070
CMAW Administration Fund	N/A	N/A	N/A	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	N/A	0.085	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	0.195	0.195	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	0.100	0.100	N/A	N/A	N/A	N/A
Carpentry Apprenticeship and Training Funds	0.170	0.170	N/A	N/A	N/A	N/A	N/A
Carpenters Joint Advisory Fund	0.020	0.020	0.020	N/A	N/A	N/A	N/A
Association of Carpentry Employers of BC	0.010	0.010	0.095	0.150	0.150	0.150	0.150
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Association of BC Scaffold Contractors	N/A	0.250	0.250	0.250	0.250	0.250	0.250
Total Employer Contributions	3.965	4.215	4.215	4.800	5.175	5.550	5.740
<u>EMPLOYEE DEDUCTIONS:</u>							
Field Dues	0.520	0.520	0.520	0.520	TBA	TBA	TBA
Local Union Check-Off	Refer to Article 4.702						
Total Employee Deductions	0.520	0.520	0.520	0.520	TBA	TBA	TBA
Total Hourly Remittance - Straight Time	4.485	4.735	4.735	5.320	TBA	TBA	TBA
1.5x Overtime	4.485	4.735	4.735	5.320	TBA	TBA	TBA
2x Overtime	4.485	4.735	4.735	5.320	TBA	TBA	TBA

SCHEDULE "B7"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
(SCAFFOLD ADDENDUM)

APPRENTICES: 1 ST TERM AND 2 ND TERM (SCAFFOLD ADDENDUM)	Oct. 31/05	Jun. 2/06	Sept. 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>							
Carpentry Workers Benefit Plan	1.545	1.545	1.545	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	1.290	1.290	1.290	1.560	1.840	2.110	2.250
CMAW Administration Fund	N/A	N/A	N/A	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	N/A	0.085	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	0.195	0.195	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	0.100	0.100	N/A	N/A	N/A	N/A
Carpentry Apprenticeship and Training Funds	0.170	0.170	N/A	N/A	N/A	N/A	N/A
Carpenters Joint Advisory Fund	0.020	0.020	0.020	N/A	N/A	N/A	N/A
Association of Carpentry Employers of BC	0.010	0.010	0.095	0.150	0.150	0.150	0.150
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Association of BC Scaffold Contractors	N/A	0.250	0.250	0.250	0.250	0.250	0.250
Total Employer Contributions	3.500	3.750	3.750	4.230	4.510	4.780	4.920
<u>EMPLOYEE DEDUCTIONS:</u>							
Field Dues	0.520	0.520	0.520	0.520	TBA	TBA	TBA
Local Union Check-Off	Refer to Article 4.702						
Total Employee Deductions	0.520	0.520	0.520	0.520	TBA	TBA	TBA
Total Hourly Remittance - Straight Time	4.020	4.270	4.270	4.750	TBA	TBA	TBA
1.5x Overtime	4.020	4.270	4.270	4.750	TBA	TBA	TBA
2x Overtime	4.020	4.270	4.270	4.750	TBA	TBA	TBA

SCHEDULE "B8"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
(SCAFFOLD ADDENDUM)

MATERIAL HANDLERS/PRE-APPRENTICES (SCAFFOLD ADDENDUM)	Oct. 31/05	Jun. 2/06	Sept. 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>							
Carpentry Workers Benefit Plan	1.545	1.545	1.545	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CMAW Administration Fund	N/A	N/A	N/A	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	N/A	0.085	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	0.195	0.195	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	0.100	0.100	N/A	N/A	N/A	N/A
Carpentry Apprenticeship and Training Funds	0.170	0.170	N/A	N/A	N/A	N/A	N/A
Carpenters Joint Advisory Fund	0.020	0.020	0.020	N/A	N/A	N/A	N/A
Association of Carpentry Employers of BC	0.010	0.010	0.095	0.150	0.150	0.150	0.150
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Association of BC Scaffold Contractors	N/A	0.250	0.250	0.250	0.250	0.250	0.250
Total Employer Contributions	2.210	2.460	2.460	2.670	2.670	2.670	2.670
<u>EMPLOYEE DEDUCTIONS:</u>							
Field Dues	0.520	0.520	0.520	0.520	TBA	TBA	TBA
Local Union Check-Off	Refer to Article 4.702						
Total Employee Deductions	0.520	0.520	0.520	0.520	TBA	TBA	TBA
Total Hourly Remittance - Straight Time	2.730	2.980	2.980	3.190	TBA	TBA	TBA
1.5x Overtime	2.730	2.980	2.980	3.190	TBA	TBA	TBA
2x Overtime	2.730	2.980	2.980	3.190	TBA	TBA	TBA

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS (PAGE 1 OF 3)

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

(1) ACE of BC

Association of Carpentry Employers of British Columbia

(2) ABCSC

Association of BC Scaffold Contractors

(3) BCBCBTU

Bargaining Council of British Columbia Building Trade Unions

(4) BCYT

British Columbia and Yukon Territory Building and Construction Trades Council

(5) CJAC

Carpenters Joint Advisory Committee

(6) CLR

Construction Labour Relations Association of B.C.

(7) CMAW

Construction, Maintenance and Allied Workers Bargaining Council, consisting of the Communication, Energy and Paperworkers Union and the BC Provincial Council of Carpenters, acting on behalf of its affiliated Locals.

(8) 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.

(9) 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.

(10) 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).

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS (PAGE 2 OF 3)

(11) Hours Earned

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

(12) Hours Worked

- (a) 1 straight time hour = 1 hour worked
- (b) 1 time and one-half overtime hour = 1 hour worked
- ©) 1 double time overtime hour = 1 hour worked

(13) Industrial Construction

- (a) Shall include as examples: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; and breweries, etc. (*Refer to Article 4.303 for special provisions regarding bulk loading terminals and breweries in the Lower Mainland and on Vancouver Island.*)
- (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.

(14) LRB

British Columbia Labour Relations Board

(15) Local

An affiliated Local of the Union.

(16) Local Resident Employee

An Employee who has resided within one hundred (100) kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres, for a period of thirty (30) days prior to the commencement of the project.

(17) Metropolitan Area: Courtenay-Campbell River

The general area is from Vancouver Island's east coast, inland to include the built-up area, and between the Buckley Bay ferry terminal on the south and approximately the centre of Middle Bay on the north, and including the southern portion of Quadra Island. The precise area is as drawn on the maps signed by CLR and the Union, and such precise area shall not be expanded, limited or changed in any way by the general area description provided. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS (PAGE 3 OF 3)

(18) Metropolitan Area: Duncan

The general area is from Vancouver Island's east coast, inland to include the built-up area, with a narrow tongue up the Cowichan River, to include Lake Cowichan and Youbou, and between the height of the Malahat on the south and the northern boundary of Chemainus on the north. The precise area is as drawn on the maps signed by CLR and the Union, and such precise area shall not be expanded, limited or changed in any way by the general area description provided. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

(19) Metropolitan Area: Lower Mainland/Fraser Valley

Inclusive of Lions Bay to the west, Hope to the east, and everything in between. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

(20) Metropolitan Area: Nanaimo

The general area is from Vancouver Island's east coast, inland to include the built-up area, which at its greatest is eleven (11) kilometres, and between the Qualicum River on the north and the northern boundary of Chemainus on the south. Ladysmith, Nanaimo, Parksville and Qualicum are included. The precise area is as drawn on the maps signed by CLR and the Union, and such precise area shall not be expanded, limited or changed in any way by the general area description provided. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

(21) Metropolitan Area: Victoria

The area south and east of a line drawn from the mouth of Muir Creek to the height of land on the Malahat, including the Saanich Peninsula. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

(22) Union

(a) Construction, Maintenance and Allied Workers Bargaining Council, consisting of the Communication, Energy and Paperworkers Union and the BC Provincial Council of Carpenters, acting on behalf of its affiliated Locals. Notwithstanding the foregoing, where the term Union is used within this Agreement, such usage shall be deemed to be inclusive of, and/or applicable to, each/all of the constituent members of CMAW, both collectively and individually.

©) 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.

(23) WCB

Workers' Compensation Board of BC

**LETTER OF UNDERSTANDING
RE: AFFILIATION**

BY AND BETWEEN:

**Construction, Maintenance and Allied Workers Bargaining Council (CMAW)
(Hereinafter referred to as the "Union")**

AND:

**Construction Labour Relations Association of BC (CLR)
(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and
who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")**

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Carpenters Standard Commercial/Institutional Agreement. All terms and conditions of the Carpenters Standard Commercial/Institutional Agreement not superceded in accordance with the foregoing shall apply to this Letter of Understanding.

- (1) 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”.
- (2) Item (1) shall apply regardless of:
 - (a) the signatory status or lack thereof of the employer(s) of those individuals who are performing such carpenter jurisdiction work, and/or
 - (b) 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).
- (3) It shall be a violation of the Carpenters Standard Commercial/Institutional 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.

SIGNATURE OF PARTIES

Dated this 15th day of May, 2007.

Dated this 16th day of May, 2007.

Signed on behalf of:
Construction Labour Relations Association of BC

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Clyde H. Scollan

Jan Noster

Dale Bekar

Pat Haggarty

LETTER OF UNDERSTANDING

RE: BREWERIES AND BULK LOADING TERMINALS (LOWER MAINLAND AND VANCOUVER ISLAND)

BY AND BETWEEN:

Construction, Maintenance and Allied Workers Bargaining Council (CMAW)
(Hereinafter referred to as the "Union")

AND:

Construction Labour Relations Association of BC (CLR)
(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Carpenters Standard Commercial/Institutional Agreement. All terms and conditions of the Carpenters Standard Commercial/Institutional Agreement not superceded in accordance with the foregoing shall apply to this Letter of Understanding.

- (1) In an attempt to secure work and re-establish a Union presence in the Lower Mainland and on Vancouver Island, when bidding against non Building Trade competition on breweries and bulk loading terminals, the applicable wage rate shall be the Commercial/Institutional wage rate plus an additional five percent (5.0%).
- (2) No enabling request paperwork shall be required.

SIGNATURE OF PARTIES

Dated this 15th day of May, 2007.

Signed on behalf of:
Construction Labour Relations Association of BC

Clyde H. Scollan

Dale Bekar

Dated this 16th day of May, 2007.

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Jan Noster

Pat Haggarty

LETTER OF UNDERSTANDING
RE: IMPLEMENTATION OF INDUSTRIAL RATE ON COMMERCIAL/INSTITUTIONAL PROJECTS

BY AND BETWEEN:

Construction, Maintenance and Allied Workers Bargaining Council (CMAW)
(Hereinafter referred to as the "Union")

AND:

Construction Labour Relations Association of BC (CLR)
(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Carpenters Standard Commercial/Institutional Agreement. All terms and conditions of the Carpenters Standard Commercial/Institutional Agreement not superceded in accordance with the foregoing shall apply to this Letter of Understanding.

- (1) The Industrial wage rate shall be substituted for the Commercial/Institutional wage rate when sixty-five percent (65.0%) of the Commercial/Institutional projects in BC are performed by Employers certified to, or party to a collective agreement with, the Union.
- (2) 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.
- (3) When the sixty-five percent (65.0%) level is reached in the Commercial/Institutional sector, the Industrial wage rate will apply on jobs tendered after said date.

SIGNATURE OF PARTIES

Dated this 15th day of May, 2007.

Dated this 16th day of May, 2007.

Signed on behalf of:
Construction Labour Relations Association of BC

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Clyde H. Scollan

Jan Noster

Dale Bekar

Pat Haggarty

**LETTER OF UNDERSTANDING
RE: RETIRED MEMBERS**

BY AND BETWEEN:

**Construction, Maintenance and Allied Workers Bargaining Council (CMAW)
(Hereinafter referred to as the "Union")**

AND:

**Construction Labour Relations Association of BC (CLR)
(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")**

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Carpenters Standard Commercial/Institutional Agreement. All terms and conditions of the Carpenters Standard Commercial/Institutional Agreement not superceded in accordance with the foregoing shall apply to this Letter of Understanding.

- (1) The Employer may employ a Union member(s) who is collecting his/her pension benefits. Notwithstanding the foregoing, the Employer shall remit all Employer contributions provided for within the Carpenters Standard Commercial/Institutional Agreement on behalf of such Employee. This provision shall be implemented on a sunset basis through to April 30, 2006. At such time, and on April 30th of each year thereafter, implementation may be continued on a sunset basis for one (1) additional year upon mutual agreement of the parties. The Union shall not withhold mutual agreement unless there is evidence of the persistent availability of unemployed members awaiting dispatch while pension recipients continue to be employed.

SIGNATURE OF PARTIES

Dated this 15th day of May, 2007.

Dated this 16th day of May, 2007.

Signed on behalf of:
Construction Labour Relations Association of BC

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Clyde H. Scollan

Jan Noster

Dale Bekar

Pat Haggarty