

CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS  
BARGAINING COUNCIL (CMAW)

STANDARD ALL EMPLOYEE AGREEMENT — 2003-2010

THIS AGREEMENT, dated for reference \_\_\_\_\_

BY AND BETWEEN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter referred to as "THE EMPLOYER")

AND:

THE CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS' BARGAINING COUNCIL (CMAW)

(Hereinafter referred to as "THE UNION" or "THE COUNCIL")

On behalf of its affiliated Local Unions

Nos.

1081	Kitimat	1995	Vancouver-New Westminster
1237	Dawson Creek	1998	Prince George
1346	Vernon-Kamloops	2020	Vancouver Island
1719	Cranbrook	2300	Castlegar
1735	Prince Rupert		

CLAUSE 1 — OBJECTS

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

CLAUSE 2 — EFFECTIVE DATE AND DURATION

2.01 This Agreement shall be for the period from and including May 1, 2003 to and including April 30, 2010, and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

- 2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 2.03 "Notice of lockout" shall only operate as terminating this Agreement if such notice is followed by the actual refusal to employ Union members on a project(s); and the Agreement is terminated only when the actual lockout occurs; such Employer agrees that it shall not issue notice of lockout later than two months following the concluding of a new Carpenters' Standard Agreement in the industry; and, further, the Employer agrees that if it does not give notice of lockout and impose an actual lockout within the aforesaid time limit, it shall be bound by the terms and conditions of the new Carpenters' Standard Agreement as negotiated from time to time in the industry.
- 2.04 The operation of Section 50 (2) and (3) of the Labour Relations Act is hereby excluded.

### CLAUSE 3 — EXTENT

#### 3.01 Scope and Recognition

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

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

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

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

#### 3.03 Union Orientation

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

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

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

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

**3.06 Industrial Work**

Any and all work performed on an industrial project will be performed under the Industrial Addendum unless otherwise covered by a separate agreement.

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

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

**3.07 Union/Management Committee**

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

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

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

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

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

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

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

**CLAUSE 4 — WAGES, EARNINGS, CONTRIBUTIONS, AND DEDUCTIONS**

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

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

Listed below are the wage rates and benefit package contributions for the period May 1, 2003 through April 30, 2010.

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

Employee Classification	Upon Signing	May 1/07	May 1/08	May 1/09	Apr. 1/10
Foreman – 115%	\$30.15	\$30.15	\$32.84	\$33.99	\$34.28
Tradesperson – 100%	\$26.22	\$26.22	\$28.56	\$29.56	\$29.81
Apprentice 4 <sup>th</sup> Term – 90%	*	*	\$25.70	\$26.60	\$26.82
Apprentice 3 <sup>rd</sup> Term – 80%	*	*	\$22.84	\$23.64	\$23.84
Apprentice 2 <sup>nd</sup> Term – 65%	*	*	\$18.56	\$19.21	\$19.37
Apprentice 1 <sup>st</sup> Term – 55%	*	*	\$15.71	\$16.26	\$16.39
Material Handler/Pre-Apprentice 50%	\$13.11	\$13.11	\$14.28	\$14.78	\$14.90
Utility Person – 75%	\$19.67	\$19.67	\$21.42	\$22.17	\$22.35
** Helper – up to 100 hours – 55%	\$14.42	\$14.42	\$15.71	\$16.26	\$16.39
** Helper – 100 to 200 hours – 60%	\$15.73	\$15.73	\$17.13	\$17.73	\$17.88
** Helper – 200+ hours – 65%	\$17.04	\$17.04	\$18.56	\$19.21	\$19.37

\* Apprentice 1<sup>st</sup> Term – 55%      \* Apprentice 4<sup>th</sup> Term – 70%      \* Apprentice 7<sup>th</sup> Term – 85%  
 \* Apprentice 2<sup>nd</sup> Term – 60%      \* Apprentice 5<sup>th</sup> Term – 75%      \* Apprentice 8<sup>th</sup> Term – 90%  
 \* Apprentice 3<sup>rd</sup> Term – 65%      \* Apprentice 6<sup>th</sup> Term – 80%

May 1/07 – April 1/10

Apprentice Percentages:                      1<sup>st</sup> Term – 55%      2<sup>nd</sup> Term – 65%                      3<sup>rd</sup> Term – 80%      4<sup>th</sup> Term – 90%

\*\* The work of the Helper shall include the handling on the job site of all material or materials falling within the jurisdiction of the Tradesperson. The Helper shall not perform that work of the Tradesperson that requires the use of the tools of the trade, or the handling, erection, and dismantling of scaffolding from the jobsite stockpile, through erection and back to the jobsite stockpile. Helpers shall in the case of competent workers be a possible source of future apprentices.

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

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

#### 4.02 Apprentice (Minimum only)

To be based on the Tradesperson's rate applied to the job being worked.  
To apply to apprentices indentured.

##### Three-Year Schedule:

1 <sup>st</sup> Year Term	60%
2 <sup>nd</sup> Year Term	75%
3 <sup>rd</sup> Year Term	85%

##### Four-Year Schedule:

1 <sup>st</sup> Year Term	55%
2 <sup>nd</sup> Year Term	65%
3 <sup>rd</sup> Year Term	80%
4 <sup>th</sup> Year Term	90%

#### 4.03 Foreman Rate — Method of calculating

The minimum straight-time hourly wage rate for a foreman shall be 115% of the applicable Journeyman minimum straight-time hourly wage rate on the project. In addition to such rate, a Foreman shall be paid all other premiums (e.g. holiday pay, overtime, etc.) that otherwise apply in accordance with this Agreement.

#### 4.04 First Aid Attendant

Employees who act as first aid attendants shall receive an additional seventy-five cents (\$0.75) per hour above their wage rate.

#### 4.05 Hazard Pay

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

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

#### 4.06 Vacation Pay and Statutory Holiday Pay

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

#### 4.07 Annual Vacation Schedule

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

**4.08** The recognized statutory holidays are: New Year's Day, the third Monday in February, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding British Columbia Day, British Columbia Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a holiday by the Federal and/or Provincial Governments. When a statutory holiday falls on a Saturday or Sunday, the following work day(s) will be observed. All work performed on statutory holidays or days observed in place of statutory holidays shall be paid for at double time rates, in addition to the statutory holiday and annual vacation pay as outlined above. No work will be done on Labour Day.

**4.09 Contributions and Deductions**

The Employer shall make payment to the Carpenter Workers Fund on or before the fifteenth (15) day of the month, for hours worked in the previous month, except for industrial construction (Industrial Addendum), which shall be paid on hours earned in the previous month, on account of the following funds:

	Upon signing	May 1/07	May 1/08	May 1/09	Apr. 1/10
Carpentry Workers Benefit Plan	1.545	\$1.71	\$1.71	\$1.71	\$1.71
Carpentry Workers Pension Plan	2.84	\$2.84	\$3.34	\$3.34	\$4.09
CMAW Apprenticeship and Training	0.21	\$0.205	\$0.205	\$0.205	\$0.205
CMAW Administration Fund	0.22	\$0.22	\$0.22	\$0.22	\$0.22
BC Construction Industry Rehabilitation Plan	0.02	\$0.02	\$0.02	\$0.02	\$0.02
Field Dues (wage deduction)	0.52	\$0.52	TBA	TBA	TBA
<b>Total remittance:</b>	<b>5.35</b>	<b>\$5.515</b>	<b>TBA</b>	<b>TBA</b>	<b>TBA</b>

The Union maintains its sole discretion to allocate monies from the wage package to Benefit and Pension or Industry Funds at any time during the life of the Agreement.

**4.10 Field Dues**

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

**4.11 Local Union Check-off**

Where applicable, the Employer will deduct such hourly amount as the Local Union directs, and forward same to the Local Union.

**4.12** In the event an Employer fails to remit contributions in conformity with the foregoing provisions of this Agreement, it shall be deemed as a payroll failure as per Clause 4.19, and the Union is free to take any economic action it deems necessary against such an Employer, and such action shall not be considered a violation of this Agreement.

**4.13 Penalties for Delinquent Payment of Contributions and/or Deductions:**

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

**PAYMENT OF WAGES****4.14 Pay Days**

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

- 4.15** If the regular payday falls on a statutory holiday, Employees shall be paid on the preceding working day. All members shall be paid wages in full at time of termination or a cheque will be mailed to them not later than the following day.

**4.16 Payroll Penalty**

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

**4.17 Pay Slips**

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

**4.18 Wage Bond**

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

#### 4.19 Payroll Failures

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

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

### CLAUSE 5 — HOURS OF WORK

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

#### 5.02 Rest Breaks

On a regular shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. Where work is required for a period up to ten (10) hours, a third rest break will be taken at the end of eight (8) hours. Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the end of eight (8) hours, to be paid at straight-time rates. If a second meal break is provided, the third rest break shall not be taken.

#### 5.03 Compressed Work Week

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

##### Hours of Work

- (a) Ten (10) straight-time hours (from 8:00 a.m. to 6:30 p.m., inclusive of a meal break) shall constitute the compressed workweek day shift. Monday through Thursday inclusive or Tuesday through Friday inclusive shall constitute the regular workweek.
- (b) Ten (10) straight-time hours (from 6:30 p.m. to 5:00 a.m., inclusive of a meal break) shall constitute the compressed workweek afternoon shift. Monday through Thursday inclusive or Tuesday through Friday inclusive shall constitute the regular workweek.
- (c) Notwithstanding (a) and (b), the scheduled start time of the shift may be varied up to one (1) hour earlier or later, at the discretion of the Employer.

**Overtime**

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

**Statutory Holidays**

Unless otherwise mutually agreed by the parties:

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

**5.04 Starting and Quitting Time**

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

**5.05 Shifts**

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

**5.06 Special Jobs**

With the exception of industrial work, on jobs in occupied buildings where work must be done after regular working hours, such work shall commence as soon as possible after 4:00 p.m. and the following premiums shall be paid.

- (a) One (1) hour premium for each shift worked.
- (b) On overtime days, premiums shall be paid at the applicable overtime rates.

Once the hours of work for special jobs have been established, they shall be continually observed.

**5.07 Call-Out Time**

Any Union member being called to a job and not being required shall be paid four (4) hours' time at straight or overtime rates as required. Any Employee who works beyond the mid-shift lunch break shall be paid for the full shift.

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

**CLAUSE 6 — OVERTIME AND MEAL ALLOWANCES****6.01 Overtime**

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

Should the Carpenters' industry-wide settlement revert back to double-time on industrial work, then the overtime settlement shall apply to the provincial Standard All-Employee Agreement.

**6.02 Meal Allowance**

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

**CLAUSE 7 — TRANSPORTATION**

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

**7.02 Out-of-Town Travel**

To travel to and from a job, Union members, on leaving their home or place of domicile, shall receive first class transportation from the nearest transportation terminal, including sleeper for night travel (hotel, motel), supplied and paid for by the members' prospective Employer; also, travelling time and meals while travelling.

- 7.03** 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, provided that on arrival such member 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.

7.04 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 will be paid.

7.05 If travelling time exceeds eight (8) hours, then the actual time spent travelling shall be paid.

**7.06 Periodic Leave**

On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first-class transportation and expenses to the point of departure and back to the job.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the Employee and the Employer. The timing of the leave also shall be decided by mutual agreement. In no event will Employees receive leave unless they actually return to their place of departure. Living-out allowances shall not be paid during leave periods.

The phrase "Out-of-Town Projects" shall be defined as projects that are accessible by air or boat only (excluding ferries) or are three hundred twenty (320) kilometres or four (4) hours' travel, including ferry travel, to the transportation terminal nearest the Employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the Employer of five (5) or seven (7) days, to be arranged between the Employee and Employer, subject to the same qualifiers provided in the periodic or turnaround clauses.

Employees qualifying for leave shall be returned to the transportation terminal nearest the Employee's domicile except members from other Local Unions or out of province employees, who shall be returned to the point of dispatch within the province of B.C.

There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.

**7.07 Compassionate Leave**

Employees working in remote areas where room and board is provided shall be eligible for leave for authentic compassionate reasons; such leave to be by mutual agreement whereupon the member will receive only his or her fare both ways.

**7.08 Tool Transport**

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

**7.09 Injured Members' Tools**

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

### 7.10 Fare Paid

There shall be no deduction from a member's wages for transportation or meals while travelling, save in the case of a member quitting for no good reason when having been on the job less than fifteen (15) calendar days; then the Employer may deduct the cost of meals, transportation and travelling time to the job. In the case of a member quitting when having been on the job more than fifteen (15) calendar days but less than thirty (30) calendar days, return transportation and travel time need not be paid by the Employer.

### 7.11 Local Travel

On all jobs situated within eight (8) kilometres of the centre of any incorporated city, town, village, or district in or nearest to which a member is residing, such member will travel daily to and from such job at no cost to the Employer.

On jobs situated beyond eight (8) kilometres from such centres, such member will receive thirty-eight cents (\$0.38) per kilometre each way as a daily travel allowance up to a distance of thirty-two (32) kilometres or a total of forty (40) road kilometres from such centre. All additional mileage to jobs beyond forty (40) road kilometres from such centre will be paid at a rate of forty-four cents (\$0.44) per kilometre each way for such additional mileage to reimburse the member for daily travel.

#### Local Travel — When Accommodation is Provided

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

- (a) the member has been a local resident thirty (30) days prior to the commencement of the job; and
- (b) the maximum distance to the job from the centre of any incorporated city, town, village, or district in or nearest to which a member is residing is one hundred (100) kilometres; and
- (c) the time spent travelling to the job or return, at safe speeds and including time on ferries etc., is a maximum of seventy-five (75) minutes.

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

- (d) If an Employee resides more than seventy (70) kilometres from the project and such Employee would otherwise be required to travel daily between the project and his residence between November 1 and April 30 annually, such Employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project.
  1. 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.

2. If the project is designated as a temporary out-of-town project, the Employee shall be deemed to have selected Room and Board Option No. 1, in accordance with Article 8.01, and shall no longer travel daily between the project and his or her residence.
3. Notwithstanding any/all contrary interpretation of the foregoing, a temporary out-of-town project designation may apply only during the period November 1 through April 30.

### 7.13 Pre-Bid Conference

A pre-tender conference may be called by either of the parties from interested employers and the Construction, Maintenance and Allied Workers Bargaining Council (CMAW) to consider the application of Clause 7.12 or other project expenses.

### 7.14 Pre-Commencement Conference

Should there be a failure to call a pre-bid conference, or failure to resolve the application of Clause 7.12 or other expenses to a specific project, a pre-commencement conference may be called by the Construction, Maintenance and Allied Workers Bargaining Council (CMAW) or respective Employer(s) who hold contracts for the project to consider the application of Clause 7.12 to the project.

7.15 Whenever a determination as provided in Clauses 7.13 and 7.14 has been made as to the local members travelling to and from their residences or being provided first-class room and board supplied and paid for by the Employer on a particular project, that determination shall remain in force for the duration of the project.

7.16 Notwithstanding Clause 7.12 Local Travel, where travel conditions are such as to be unsuitable for members' standard automobiles the Employer shall provide daily transportation as provided in Clause 7.18 or, alternately, first-class room and board supplied and paid for by the Employer.

7.17 Employees residing within the local travel area as provided in Clause 7.12 may be accommodated in Employer-supplied accommodation by mutual agreement of the parties.

7.18 As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles that conform to public transit standards with full insurance coverage and operated in compliance with Workers' Compensation Board regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union (prior to commencement of the project) within the eight (8) kilometres distance called for above, and that the time spent in travelling to and from such marshalling point or points to the job site will be done during regular hours and while a member is on the payroll.

7.19 Where a variety of travel distances exist for members to a particular job, a pre-job conference between the Employer, the Construction, Maintenance and Allied Workers Bargaining Council (CMAW) and the Local Unions concerned shall be held to arrive at a mutually agreed amount that will be paid to such members on the job.

## 7.20 Hotels — Motels

If a member is accommodated in a motel, hotel, or unit other than a camp, then transportation shall be supplied to and from the jobsite, and beyond the eight (8) kilometres free zone the local travel allowance also shall apply.

## CLAUSE 8 — ROOM AND BOARD

### 8.01 First Class Room and Board

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

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

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

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

- (b) Room and Board Allowance – Industrial Projects

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

Option No. 1: The Employer shall provide the Employee with a daily lump sum Living-Out Allowance (LOA) of \$90.00. Effective May 1, 2007, this amount shall be increased to \$95.00. Effective May 1, 2009, this amount shall be increased to \$100.00.

Option No. 2: The Employer shall provide the Employee with a single room plus \$50.00 daily meal allowance. Effective May 1, 2007, this amount shall be increased to \$52.50. Effective May 1, 2009, this amount shall be increased to \$55.00.

### Camp Accommodation

- (a) Camp accommodations, when supplied, shall meet the standards and requirements of the applicable Construction Camp Rules and Regulations Agreement by and between BC Building Trades Unions and Construction Labour Relations. An Employee may refuse to live in accommodations that do not meet such standards.
- (b) Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided Employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the Employee.

### 8.02 Check-out Allowance

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

## CLAUSE 9 — UNION SECURITY AND HIRING

### 9.01 Hiring

No union member shall commence work without first obtaining and presenting a union dispatch slip to the Employer and the job steward.

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

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

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

(e) Hiring of Retired Members

The Employer may employ a Union member(s) who is collecting his or 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 30 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.

**9.02 Local Residents**

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

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

**9.03 Apprentice Rehiring**

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

**9.04 Rehiring of Injured Members**

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

**9.05 Foremen**

Foremen are members who issue orders or give direction to members. When more than six members are employed, a "non-working" foreman shall be employed.

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

Foremen shall not be hired as a means of circumventing the hiring procedure. A foreman may be employed regardless of his place of residence, provided that he is a member in good standing and obtains a dispatch slip from his/her Local Union, and notifies the Local Union in whose jurisdiction the project is located, prior to commencing work. Failure to notify shall terminate this provision for such project.

### 9.06 Apprentices

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

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

Employers shall employ at least one apprentice, and the maximum ratio shall be one to one. If the ratio drops below one apprentice to four journeypersons, the Union shall have the right to include unemployed apprentices when filling an order.

### 9.07 Employer-Union Status

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

### 9.08 Reservations

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

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

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

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

## CLAUSE 10 — UNION REPRESENTATIVES

### 10.01 Job Stewards

Job Stewards shall be recognized on all jobs and shall not be discriminated against. The superintendent or foreman shall be notified by the Union of such job stewards, and in the event of a layoff, stewards shall be given preference of continued employment unless otherwise agreed between the parties hereto. Time shall be given to the job steward to carry out his/her duties.

When any part of the crew is required to work on overtime, the steward shall be included in such required overtime.

**10.02 Business Agents**

Business Agents shall have access to all jobs covered by this Agreement, after first notifying the Employer, superintendent, or foreman.

**10.03 Leave of Absence**

When the Union requests in writing that a member be granted leave of absence from the project to attend to Union business, permission to do so shall not be withheld except for valid reasons; it being understood that such leave is without pay and that the member will not jeopardize his/her continued employment.

**CLAUSE II — SAFETY CONDITIONS****11.01 Safety**

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

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

**11.03 Safety Equipment**

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

**11.04 Accompanying Compensation Inspectors**

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

**11.05 Injured or Sick Members**

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

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

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

## CLAUSE 12 — WORKING CONDITIONS

### 12.01 Harassment

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

### 12.02 Equipment Supplied

See Addendum attached.

### 12.03 Layoff Notice

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

One hour's notice of discharge will be given by the Employer or one hour's pay allowed in lieu thereof.

### 12.04 Lockup

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

### 12.05 Tool Insurance

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

### 12.06 Tools

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

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

#### 12.07 Toilets

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

#### 12.08 Wash Up Facilities

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

#### 12.09 Drinking Water

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

#### 12.10 Motor Vehicles

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

#### 12.11 Telephone

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

#### 12.12 Protective Clothing

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

#### 12.13 Welders

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

### CLAUSE 13 — JOINT RECOVERY PROGRAM

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

**CLAUSE 14 — GRIEVANCE PROCEDURE**

- 14.01 "Grievance" means any difference by the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union; and "party" means one of the parties to this Agreement. Discharge shall not include layoff of Employees for reason of project efficiency or reduction of forces on suspension or completion of work.
- 14.02 No grievance will be entertained by either party or an arbitrator unless instituted by the aggrieved party within thirty (30) days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (15) days of its occurrence. An occurrence shall be each day an alleged violation continues. (The above time limits do not apply to wage claims.)
- 14.03 The job steward or business agent shall first discuss the grievance with the foreman or superintendent, and if they agree their decision shall be final. An Employer shall first discuss the grievance with the business agent.
- 14.04 Failing settlement within two (2) days of a grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree their decision shall be final.
- 14.05 If the grievance is not settled pursuant to the above paragraphs within five (5) days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons composed as follows:
- 14.06 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.
- 14.07 The party receiving the notice shall within three (3) days appoint a member of the Board and notify the other party of the appointment.
- 14.08 The two (2) arbitrators so appointed shall confer to select a third person to be a chairperson. The chairperson will be selected within three (3) days of the two arbitrators being appointed, and will be one of the persons named in Clause 16.11 below as may be mutually agreed.
- 14.09 The Arbitration Board shall hear the parties, establish whether the grievance is properly before them, settle the terms of question to be arbitrated, determine if the matter is arbitrable, and make its award within five (5) days of appointment of the chairperson, except when the time is extended by agreement of the parties. 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.
- 14.10 The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their appointees, and one-half the expenses of the chairperson.

- 14.11 One of the following arbitrators shall act as chairperson for any arbitration board(s) that may arise throughout the term of the Agreement, or another chairperson(s) as may be mutually agreed upon:

Stephen Kelleher 604-683-0122  
John Kinzie 604-263-1692  
Robert Blasina 604-454-6206  
Colin Taylor 604-683-0122  
Don Munroe 604-683-0122

#### CLAUSE 15 — VALIDITY OF AGREEMENT

- 15.01 This Agreement is valid only if signed by the President and the Secretary-Treasurer of the Construction, Maintenance and Allied Workers Bargaining Council (CMAW), along with an officer of one of the Local Unions listed on Page 1. If any changes are made from the printed form, then for the Agreement to be valid the changes must be initialled by both the President and the Secretary-Treasurer of the Council.
- 15.02 The signatories to this Agreement shall be bound by the Industrial Addendum and the Memorandums of Agreement that form part of this Collective Agreement.

#### CLAUSE 16 — FILING OF COPIES

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

#### CLAUSE 17 — SAVINGS CLAUSE

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

DATE OF SIGNING: \_\_\_\_\_

SIGNED ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
Signature and Position

\_\_\_\_\_  
Signature and Position

SIGNED ON BEHALF OF THE UNION:

\_\_\_\_\_  
President, Construction, Maintenance and Allied  
Workers Bargaining Council

\_\_\_\_\_  
Secretary-Treasurer, Construction, Maintenance and  
Allied Workers Bargaining Council

\_\_\_\_\_  
Local Union Officer

\_\_\_\_\_  
Local Union Number

