Proposed Changes to KEA CBA 2025

The KEA board and representatives are excited to present the tentative agreement between the KEA and Kinetic Construction LTD. and Kinetic Environmental LTD. The summary below outlines the changes tentatively agreed upon and that you as a Kinetic Employees' Association member will get to vote on. Please note that all changes are effective October 1, 2025 and the duration of the agreement is until September 30, 2028. Changes or additions to the Collective Bargaining Agreement (CBA) language are in italics.

1. **Addition of a Night Shift Premium**

The addition of a night time shift premium. The CBA article is as follows:

10.11 A night premium shall be paid to all KEL and KCL workers as follows:

- *An eight percent (8%) premium shall be paid on hours worked between 4:00 p.m. and 12:00 a.m.*
- *A twelve percent (12%) premium shall be paid on all hours worked between 12:00 a.m. and 6:00 a.m.*

The night premium does not apply to employees working a regular day shift. Hours worked beyond a regular day shift shall be compensated at overtime rates or through an agreed-upon condensed work schedule (e.g., four (4) days of ten (10) hours).

The night premium is not paid on overtime hours and shall not be considered part of regular or overtime wages for the purpose of calculating overtime pay, vacation pay, statutory holiday pay, or RRSP contributions.

2. **Paid Time Off**

Paid Time Off (PTO), previously labelled "Vacation pay", is provided to give you flexibility, rest, and support for your overall wellness. It is provided so workers can take vacation time and also to provide income when life events, such as illness, cause a gap in pay.

For KEL workers: wages offered at Kinetic for KEL workers are higher than industry standards in lieu of higher vacation provisions offered to KCL workers and other abatement companies. Therefore, the PTO allowances for KEL will remain the same and are as follows:

Length of Service	Weeks	Accrual Percentage
0-4	2	4%
5-10	3	6%
10+	4	8%

For KCL workers: an additional week of Paid Time Off (PTO) has been added, along with a faster accrual of PTO as tenure increases. PTO is designed to provide vacation time and support when it is needed most, which is why members are encouraged to bank their PTO and why PTO will be banked as a default for new hires. Accumulated PTO can be drawn upon for vacation or during periods of illness. This benefit also supports a healthier workplace, as employees are expected to remain at home when they are sick. The updated PTO structure for KCL workers is as follows:

Length of Service	Weeks	Accrual Percentage
0 to 3	3	6%
4 to 5	4	8%
6 to 20	5	10%
21+	6	12%

The CBA article will be updated with the addition of the following language:

ARTICLE 11 – *PAID TIME OFF* AND STATUTORY HOLIDAYS

It is the intent of the parties to provide Paid Time Off (PTO) in recognition of employees' need for rest, wellness, and flexibility in taking earned time away from work. PTO is intended both to allow for vacation time and to provide income protection when illness occurs, resulting in a gap in pay. Employees are encouraged to bank PTO to support their needs in such circumstances. With this provision, in addition to the sick day provision in Article 8.05, it is the expectation that employees will not attend work while sick, thereby supporting both individual well-being and a healthy workplace.

11.01 Paid Time Off provisions for KEL workers:

Employees will be entitled to an amount equal to four percent (4%) of the employee's base wage, including wages for any overtime worked.

Employees who have worked four (4) consecutive years with the Employer will be entitled to an amount equal to six percent (6%) gross pay in lieu of vacation pay based on hours worked.

Employees who have worked ten (10) consecutive years with the Employer will be entitled to an amount equal to eight percent (8%) gross pay in lieu of vacation pay based on hours worked.

11.02 Paid Time Off Provisions for KCL members:

Employees will be entitled to an amount equal to *six* percent *(6*%) of the employee's base wage, including wages for any overtime worked.

Employees who have completed *three (3)* consecutive years with the Employer will be entitled to an amount equal to *eight* percent (*8*%) gross pay in lieu of vacation pay based on hours worked.

Employees who have completed *five (5)* consecutive years with the Employer will be entitled to an amount equal to *ten* percent (*10*%) gross pay in lieu of vacation pay based on hours worked.

Employees who have completed *twenty (20*) consecutive years with the Employer will be entitled to an amount equal *to twelve* percent (*12%*) gross pay in lieu of vacation pay based on hours worked.

11.03 *Paid Time Off (PTO) compensation shall be retained by the Company and paid up to twice yearly, or, at the employee's request, included with each paycheque.*

Employees may request payment of accumulated Paid Time Off (PTO) during a leave of absence due to illness, once the five (5) paid sick days provided in 8.05 have been exhausted.

PTO that has been accumulated but not paid out by the end of the year, will be managed as per the Company's Vacation Policy.

11 Article 13 – RRSP Update from LOU

Last fall, the company sponsored RRSP program was moved from RBC to Canada Life to provide employees with a better service experience. An LOU to update the CBA to reflect this change was agreed upon between the employer and the Association. Included in the update was the company proposing to calculate RRSP contributions on earnings beyond just regular wages as stated in the agreement. The language in the agreement will be amended to match the improvements in the LOU:

13.03 Group RRSP Program: For an employee who has completed and submitted the necessary enrolment forms and is actively participating in the Group Registered Retirement Savings Plan program, the Employer agrees to contribute on a matching basis up to the following amounts on behalf of each employee to the *Employer sponsored* Group Registered Retirement Savings Plan in the employee's name:

Upon completion of six (6) months' service	3% of wages
Upon completion of ten (10) years' service	5% of wages

For KCL workers, the Employer will match regular contributions of earnings, which include regular wages, *bereavement, stat, occupational first aid premium, overtime, double time, retro, sick, stat worked, and vacation pay*.

For KEL workers, the Employer will match regular contributions of earnings, which includes regular wages, bereavement, stat, retro, sick pay, stat worked and vacation pay.

It is the employee's responsibility to request, complete and submit the necessary enrolment forms, and be making at least the same level of contribution into the GRRSP to receive the above matching contributions from Kinetic.

12 Article 14 – Foreperson definition

14.01 The Company will be entitled to use working forepersons who shall be members of the Association.

The parties recognize that in order for classifications to be included in the bargaining unit, they must have limited involvement in supervisory activities that involve access to employee files and disciplinary actions. To ensure the integrity of the inclusion of the Foreman role in the association, a description of Foreman duties is outlined in Appendix B.

20 – LOA provisions

Addition of the following articles to the CBA:

> *20.04 For assignments requiring employees to remain away from their place of residence, the Employer shall be responsible for arranging and paying for necessary accommodations. In addition, employees shall receive a per diem allowance in accordance with the rate established by the Canada Revenue Agency (CRA). This represents the maximum allowable amount before receipts are required and taxation applies.*
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> *At the time of bargaining, the applicable rate is set at sixty-nine dollars ($69.00) per day, allocated at twenty-three dollars ($23.00) per meal. This rate is subject to adjustment in response to prevailing market conditions or amendments to CRA requirements. Any such adjustments shall be reviewed in consultation with the Association prior to implementation.*

Appendix A – Wage Charts

Here are the updates to wages in the KCL group:

- Going forward wages for each region within KCL will be calculated based on a multiplier of the Vancouver wages. Victoria will be 96.7% of Vancouver wages for all classifications and Courtenay will be 91% of Vancouver wages.
- A one time $3/hr increase will be added to the Carpenter wage range immediately. This will allow the employer to reward high performers or those members who are performing skills or taking on responsibilities outside of the regular expectations of their role.
- A one time $1/hr increase to the Foreman wage range. This will allow the employer to reward high performers or those members who are performing skills or taking on responsibilities outside of the regular expectations of their role.
- A 9% increase to the top wage rate in each category spread over three years (3%, 3%, 3%)
- A 6% increase to the bottom of the range for each classification applied as 3% on October 1, 2026 and 3% on October 1, 2027
- Apprentice rates are calculated the same as before - as a percentage of the bottom rate of the ticketed carpenter wage.
- A renewed commitment to conduct wage reviews between the company and the Association annually before wage assessments are completed in October.

Updates to the KEL wage grids:

- Combining all Abatement Tech levels to one
- A 9% increase to the top wage rate in each category spread over three years (3%, 3%, 3%)
- A 6% increase to the bottom of the range for each classification applied as 3% on October 1, 2026 and 3% on October 1, 2027

APPENDIX B - Forepersons – Roles and Limitations

Role and Authority

Forepersons are authorized to provide coaching, guidance, and direction to members of their assigned crews or worksites to ensure safe, efficient, and high-quality work performance. They may observe and document performance, and performance and provide factual notes or reports to superintendents regarding members' work behaviours, productivity, and adherence to company policies.

Limitations on Disciplinary Actions

a. Forepersons do not have the authority to impose discipline, determine disciplinary action, or decide on the severity or type of disciplinary measures for any member.

b. Forepersons may not directly or indirectly discipline members, including issuing warnings, reprimands, or corrective actions.

c. Forepersons may provide factual observations or performance notes to superintendents for use in disciplinary discussions, but these notes are not disciplinary actions in themselves.

d. Forepersons shall not be present during disciplinary meetings between members and management unless an Association Steward is also present.

Purpose of the Limitation

These limitations ensure that disciplinary authority remains solely with superintendents and management in accordance with the collective agreement, while allowing Forepersons to focus on coaching, direction, and supporting effective performance on site.