

# **MASON TENDERS STANDARD COMMERCIAL/INSTITUTIONAL AGREEMENT**

**By and Between:**

**Construction and Specialized Workers' Union Local 1611**

(Hereinafter referred to as the "Union")

**And:**

**Construction Labour Relations  
Association of British Columbia (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, 2016 to April 30, 2019**

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**ARTICLE 1.000 - OBJECT**

The object of this Agreement shall be to stabilize the industry, elevate the trade, promote peace and harmony between Employers and Employees, facilitate the peaceful adjustment of all disputes and grievances, and prevent strikes, lockouts, waste, expense, and avoidable and unnecessary delays in construction and repair work.

**ARTICLE 2.000 - EFFECTIVE DATE AND DURATION**

- 2.100** This Agreement shall be in full force and effect from and including May 1, 2016 to and including April 30, 2019 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months and not less than two (2) months immediately preceding the date of April 30, 2019 or immediately preceding the last day of April in any year thereafter by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement or a new Agreement.
- 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 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 in accordance with Section 50(4) of the *Labour Relations Code*.
- 2.400** All matters not governed by a specific date of application within this Agreement shall become effective on the date on which this Agreement was ratified by the parties.

**ARTICLE 3.000 - WAGES AND PREMIUMS**

**3.100 Wages**

The schedule of minimum straight time hourly wage rates provided for within Schedule "A" shall apply to all projects governed by the Agreement. Wages shall be paid at the end of the shift, at least every two (2) weeks. Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically by secure internet/email.

**3.200 Height Pay Premium**

Any Employee who is required to work any portion of a shift on hanging scaffolds at a height of more than fifty (50) feet from the ground on the exterior of a structure or vessel, or more than fifty (50) feet from the floor or bottom in the interior of a structure or vessel, shall be paid a premium of twenty five cents (\$0.25) per hour worked above such Employee's otherwise applicable straight time hourly wage rate for the entire shift. Notwithstanding the foregoing, such premium shall not apply to full width suspended scaffolds with proper guard rails.

**ARTICLE 4.000 EMPLOYEE CLASSIFICATIONS**

**4.100 Foremen**

A Foreman shall be defined as an Experienced Mason Tender who is designated by the Employer to routinely issue orders and/or provide direction to employees. Where more than five (5) mason tenders are employed, one (1) shall be appointed by the Employer as Foreman. The minimum straight time hourly wage rate for a Foreman shall be 115% of the applicable Experienced Mason Tender minimum hourly wage rate on the project.

**4.200 Inexperienced Mason Tenders (IMT)****4.201 Classification**

There shall be four (4) Inexperienced Mason Tender classifications. The Employer shall retain sole discretion to determine the appropriate classification for each IMT after having judged such individual's competency, merit and ability. No existing IMT shall have his/her wage rate reduced as a result of this Article.

**4.202 Monetary Package**

(a) The minimum straight time hourly wage rate for an IMT shall be the applicable percentage of the applicable Experienced Mason Tender minimum straight time hourly wage rate on the project.

Level 1	(55%)
Level 2	(65%)
Level 3	(80%)
Level 4	(90%)

(b) Refer to Schedules "A" and "B" for a breakdown of the four (4) IMT monetary packages.

**4.203 Dispatch & Hiring**

When an Employer requests the Union to dispatch an IMT, the Employer shall specify the desired level of such IMT and the Union shall not dispatch an IMT of a different level. If the Union is unable to dispatch an IMT of the level requested by the Employer, the Union shall advise the Employer accordingly and the Employer may recruit an IMT elsewhere. When an IMT is recruited elsewhere, such IMT shall join the Union within seven (7) calendar days of hire, although all provisions of this Agreement shall apply from date of hire.

**4.204 Employment Ratios**

The Employer may employ a maximum of one (1) IMT for every two (2) Experienced Mason Tenders employed. Such ration shall be calculated on a company-wide (as opposed to project by project) basis.

**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 Monthly Remittances**

**5.101** The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of those Employees working under the terms of this Agreement.

**5.102** Such remittance shall be made by a single payment, accompanied by a correctly completed Monthly Employer Contribution Report, and shall be received by the Union not later than the fifteenth (15<sup>th</sup>) calendar day of the month following that for which such payments are payable.

**5.103** The Union shall notify the Employer, in writing, of any delinquent remittance. If the Employer fails to respond to such notification, within two (2) working days of receiving same, the Union shall require the Employer to pay the greater of either a penalty in the amount of ten (10%) percent of the delinquent remittance, or a sum of fifteen (15) dollars.

**5.104** Notwithstanding Article 11.200, the Union may also withdraw its members from a delinquent Employer, and such withdrawal shall not be deemed a violation of this Agreement.

- 5.105** (a) All Employer contributions and employee deductions required under the terms of this Agreement, as also deemed, without exception, to be held in trust by the Employer until remitted in the manner set forth in Article 5.100.
- (b) Furthermore, all Employer contributions and employee deductions required under the terms of this Agreement, as also deemed, without exception, to be wages due the employee, which the employee has chosen to assign to the respective Plans, Funds, Organizations, etc., for the purposes of receiving benefits from same.
- (c) As a result, if the Employer fails to remit all Employer contribution and employee deductions required under the terms of this Agreement, and/or if the Employer fails to deduct such employee deductions required under the terms of this Agreement from an employee's pay cheque, such Employer shall be liable for the full amount due.
- 5.106** As a condition of employment, each Employee shall submit to the Union a written authorization for all employee deductions required in accordance with this Agreement. Thereafter, if the Employer subsequently fails to make the required employee deduction(s), such Employer shall be liable for the amount due.
- 5.107** The Union shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittances to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.

**5.200 Calculation of Monetary Package and Wage Rates**

The Union and CLR shall mutually agree on all calculations involved in determining the breakdown of the monetary package, and hourly wage rates for all employee classifications and/or premiums requiring calculation. The Union and CLR shall mutually agree on the format of the Monthly Employer Contribution Report. Such mutual agreements shall be reached prior to such information and/or documents being distributed to either the Union membership and/or any Employer signatory to this Agreement. The foregoing shall not be interpreted to mean the Union does not retain sole authority to determine allocation of the monetary package.

**5.3000 Wage Security Bond**

Refer to Appendix "C"

**ARTICLE 6.000 - CSW MEDICAL AND BENEFIT PLAN OF BC**

Refer to the Mason Tenders Standard Commercial/Institutional Agreement (May 1, 2004 to April 30, 2010) for the applicable Employer contributions for all hours worked prior to May 1, 2013.

**6.100 Contribution Amount**

The Employer shall contribute the required amount to the CSW Medical and Benefit Plan of BC in the manner set forth in Article 5.000. The required amount, and the effective date is set out in Schedule "B".

**6.200 Distribution of Contributions**

The Employer contribution to the CSW Medical and Benefit Plan of BC shall be distributed at the sole discretion of the Union., CLR shall be given thirty (30) days' notice, in writing, prior to any increase or decrease in the amounts that might be allocated by the Union to the Pension Plan.

**ARTICLE 7.000 - UNION DUES AND UNION REPRESENTATIVES****7.100 Union Dues**

The Employer shall deduct Union Dues of such amount(s) as the Union directs, on a monthly, weekly and/or hourly basis, and shall forward such deductions in the manner set forth in Article 5.000. Notwithstanding the foregoing, the Union shall provide the Employer with not less than thirty (30) days written notice of a change in the Union Dues deduction amount(s). Refer also to Schedule "B".

**7.200 Union Representatives**

- 7.201** Union representatives, in the carrying out of their regular duties, shall be permitted access to a project during the meal period(s), but at any other time shall first be required to notify the Employer.
- 7.202** Job Stewards shall be recognized on all projects and they shall not be discriminated against. The Union shall notify the Employer, in writing, of the name of the Job Steward and any subsequent change thereto.
- 7.203** The Employer shall allow time off work, without pay, for any Employee who is serving on a Union committee or for purposes of serving as a Union delegate to any conference or function, provided that this can be accomplished without cost to the Employer. Any Employee who acts within the scope of the foregoing shall not lose his/her job or be discriminated against for so acting.

**ARTICLE 8.000 - INDUSTRY FUNDS**

Notwithstanding any of the following, all Employer contributions shall be calculated on the basis of "hours worked".

**8.100 MCA of BC Fund**

- 8.101** Effective May 1, 2013, the Employer shall contribute sixty cents (\$0.60) per hour worked to the MCA of BC Fund in the manner set forth in Article 5.000. A lump sum monthly contribution shall no longer be required.
- 8.102** Effective May 1, 2013, the Employer shall contribute forty cents (\$0.40) per hour worked to the MCA of BC Training Fund in the manner set forth in Article 5.000.
- 8.103** Notwithstanding Articles 8.101 and 8.102, the MCA of BC may alter such contribution amounts by providing the Union with sixty (60) calendar days written notice of their intention to do so. Any cost incurred by the Union during the term of this Agreement as a direct result of having to change the Monthly Employer Contribution Report due to an increase/decrease in the MCA of BC Fund and/or MCA of BC Training Fund contribution amount(s) shall be borne by the MCA of BC.

**8.200 Contract Administration Fund**

- 8.201** The Employer shall contribute twelve cents (\$0.12) per hour worked, inclusive of GST, to the Contract Administration Fund 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.
- 8.202** The Union shall collect and forward to CLR, without exception, all monies designated for the Contract Administration Fund and received in accordance with the Monthly Employer Contribution Report. Such 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.

**8.203** A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.

**8.204** Any cost incurred by the CSW Medical and Benefit Plan of BC with respect to having to change the Monthly Employer Contribution Report, as a direct result of a change in the Contract Administration Fund contribution amount shall be borne by CLR.

**8.300** **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*.

**8.400** **Rehabilitation Plan**

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

**8.500** **Jurisdictional Assignment Plan**

The Employer shall contribute one cent (\$0.01) per hour earned to Jurisdictional Assignment Plan in the manner set forth in Article 5.000. Refer also to Appendix "B".

**8.600** **Labourers Advancement Fund**

The Employer shall contribute forty-five cents (\$0.45) per hour earned to the Labourers Advancement Fund in the manner set forth in Article 5.000. Refer to Appendix "B".

**8.700** **Employee Deductions**

The required amount(s) of all employee deductions, and the effective date(s) applicable thereto, shall be as stipulated within Schedule "B". Notwithstanding any/all contrary provision(s) of Article 8.700, the Union shall provide the Employer with not less than thirty (30) days written notice of a change in the respective employee deduction amount(s).

**8.701** The Employer shall deduct the required amount from each employee's pay cheque and shall remit such deduction to the CSW Training Society Fund in the manner set forth in Article 5.000.

**8.702** The Employer shall deduct the required amount from each employee's pay cheque and shall remit such deduction to the BCYT Fund in the manner set forth in Article 5.000.

**8.703** The Employer shall deduct the required amount from each employee's pay cheque and shall remit such deduction to the Canadian Building Trades in the manner set forth in Article 5.000.

**ARTICLE 9.000 - HOURS OF WORK**

**9.100** **Shifts**

Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and the Employer. Notwithstanding the foregoing, any employee being asked to work on a Saturday at straight time shall have the right to have a Union representative participate during all discussions with the Employer regarding such matter. When all employees on the crew are sent home on the same day, they shall be provided the same opportunity to work Saturday at straight time, although

each employee shall retain the right to decline such opportunity.

#### **9.101 Starting and Stopping**

The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion. Notwithstanding the foregoing, the starting and stopping time of a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of the CSWU Local 1611 members employed on such project.

#### **9.102 Day Shift**

The regular work day shall be eight (8) hours between the hours of ~~7:30~~ **8:00 am** and ~~4:00~~ **4:30 pm**, with a one-half (½) hour mid-shift lunch break. The regular work week shall be five (5) days, forty (40) hours, between ~~7:30~~ **8:00 am** Monday and ~~4:30~~ **4:30 pm** Friday.

#### **9.103 Afternoon and Night Shift**

The Employer may schedule an afternoon and/or night shift if/as required. 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. 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.

#### **9.104 Shift Premiums**

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. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. Such shift premium shall be paid on straight time hours only in accordance with the following schedule. Second and subsequent meal breaks shall not be considered hours worked.

Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) per shift.

Day Shift: No shift premium

Afternoon Shift: The applicable minimum straight time hourly wage rate shall be increased by eight (8) percent for each hour worked on any shift that commences at any time after 10:00 am but on or before 8:30 pm.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by seventeen (17) percent for each hour worked on any shift that commences at any time after 8:30 pm but on or before 1:00 am.

#### **9.200 Compressed Work Week**

A compressed work week may be established by the Employer. The terms and conditions of such compressed work week shall be as follows and shall supersede any/all contrary provisions of the Agreement.

#### **9.201 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 9.201 (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.

**9.202 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 minimum 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 minimum 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 minimum straight time hourly wage rate.

**9.203 Statutory Holidays**

All statutory holidays which occur during a compressed work week schedule shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday.

All statutory holidays which occur on a regularly scheduled work day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an employee shall retain sole discretion to decline to work on the actual statutory holiday date and shall not be discriminated against for doing so.

**9.300 Incident Weather Reporting Time**

- 9.301** If an Employee reports for work at the Employer's shop or project site and work is not available due to inclement weather, such Employee shall be paid a twenty five dollar (\$25.00) gas allowance providing said Employee remains at the shop or project site for a minimum of one (1) hour, or such lesser time as may be required by the Employer, after the designated starting time.
- 9.302** Notwithstanding Article 9.301, no gas allowance shall be paid to an Employee who has been notified by the Employer not to report for work, providing such notification was provided not less than two (2) hours prior to the designated starting time.
- 9.303** An Employee shall not receive any additional reporting pay.

**9.400 Overtime**

**9.401 Definition**

All work performed before or after the regular working shift (day shift, afternoon shift or night shift) in any one (1) day shall be considered overtime until a break of eight (8) hours occurs and shall be paid for at the applicable overtime rate. Any Employee required to work before a break of eight (8) hours occurs shall be paid at the applicable overtime rate until such time as a break of eight (8) hours occurs.

**9.402 Premiums**

- (a) 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.
- (b)
  - (i) The first eight (8) hours of overtime on Saturdays shall be paid at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
  - (ii) All other overtime, and all overtime on Sundays and Statutory Holidays, shall be paid at double time.

**9.500 Meal Breaks and Rest Periods****9.501 Meal Breaks**

- (a) A one-half (½) hour meal break shall be provided during each working shift at approximately the middle of such shift. This break shall not be considered as time worked.
- (b) When Employees are required to work a shift of more than ten (10) hours duration, the Employer shall provide a meal period of thirty (30) minutes which shall be paid for at straight time rates. The Employer shall also provide a hot meal to the Employees at no cost or shall pay each Employee a meal allowance of twenty-five dollars (\$25.00) in lieu thereof.

**9.502 Rest Periods**

- (a) Two (2) rest periods 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 period 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.
- (b) Notwithstanding Article 9.502 (a), only two (2) rest periods shall be provided on a scheduled shift of ten (10) hours, however each such rest period shall be of fifteen (15) minutes duration.
- (c) Rest periods shall be taken at a location determined by mutual agreement between the Employer and the Employees.

**ARTICLE 10.000 - ANNUAL VACATION AND STATUTORY HOLIDAYS****10.100 Annual Vacation Pay and Statutory Holiday Pay**

**10.101** Annual vacation pay of six percent (6%) and statutory holiday pay of four percent (4%) shall be combined in an amount equal to ten percent (10%). Upon termination, an Employee shall receive all annual vacation pay and statutory holiday pay owing.

**10.102** Such combined annual vacation pay and statutory holiday pay of ten percent (10%) shall:

- (a) include any additional statutory holiday(s) which may be declared by the Federal and/or Provincial Government,
- (b) be calculated only on the gross hourly earnings of each Employee regardless of the number of hours worked,
- (c) not be calculated on Employer contributions required in accordance with this Agreement.

(d) accrue to each Employee's credit, and

(e) be paid by the Employer every pay period on each Employee's pay cheque.

**10.200    Annual Vacation**

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

**10.300    Statutory Holidays**

The following statutory holidays shall apply to work performed in accordance with this Agreement.

10.301      New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding BC Day, BC Day, Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the Federal or Provincial government.

10.302      (a)    When a statutory holiday falls on a Saturday or Sunday, the following work day(s) shall be observed in place thereof.

(b)    All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate, in addition to the annual vacation pay and statutory holiday pay provided for in Article 10.100.

(c)    No work shall be performed on Labour Day, except to save life or property. An employee shall not be discriminated against for refusing to work on Christmas Day.

Notwithstanding Article 10.301, 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.

**ARTICLE 11.000 - HIRING AND UNION SECURITY**

**11.100    Hiring**

**11.101    Productivity**

The Union acknowledges that a qualified and competent labour force, capable of performing at a satisfactory level of productivity, is required by the Employer in order to compete successfully against other contractors engaged in the masonry industry who are operating in the open shop sector. The Union further acknowledges that all Employees are expected to perform at a level of productivity satisfactory to their Employer. As a result, the Union shall ensure that a qualified, competent, and productive labour force is readily available to all signatory Employers and shall work with such Employers to increase the overall skills and productivity of Union members. Refer also to Article 15.000.

**11.102    Name Request**

The Employer shall have the exclusive right to hire one hundred percent (100%) of all Employees required, including Foremen, on a "name request" basis.

**11.103    Union Membership**

(a)    All Employees must be a member of the Union. Any Employee cleared through the Union and working on a temporary basis shall be laid off when a Union member(s) is available or when economically possible.

- (b) Notwithstanding Article 11.103 (a), in the event competent and acceptable Union members are not available for dispatch, the Employer shall have the right to employ such other workers as the Employer wishes. Such workers shall receive a clearance from the Union prior to commencing work, and such clearance shall not be unreasonably withheld.

#### **11.104 Layoff**

The Employer shall advise the Job Steward as to the reason for the layoff or discharge of an Employee.

#### **11.105 Qualifications for Dispatch**

The Employer shall not be required to compensate any employee who is dispatched to the project and is found to not be in adherence with the requirements of Article 11.104.

- (a) The Union shall not dispatch an Employee to a project without first ensuring that such Employee has received the required training in: confined space entry and hole watch; WHIMIS and fall arrest.
- (b) The Union shall not dispatch an employee to a project without first directing such Employee to report and remain "clean shaven" where a respirator fit test is required.
- (c) The Union shall not dispatch an employee to a project who is only capable of performing "light duties".

#### **11.200 Withdrawal of Labour**

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

- (a) the purpose of rendering assistance to labour organizations,
- (b) refusal on the part of Union members to handle any materials, equipment or product declared unfair by a Building Trades Council(s); or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer, and
- (c) refusal on the part of Union members to work with any Employee employed by the Employer who is in contravention of Article 11.103.

**11.202** When such removal takes place, the Union shall authorize Employees on the project(s) to carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner and to the entire satisfaction of the Employer.

**11.203** Notwithstanding any/all contrary provisions of this Agreement, the Employer retains the unfettered right to work on any project on which non-Union and/or non-Building Trade Union workers are employed by an Employer(s) who is/are not signatory to this Agreement.

#### **11.300 Sub-Contracting**

The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work. The foregoing shall apply regardless of the Union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.

The Employer may contract out work where the Employer:

- Cannot perform the work in a manner that is competitive in terms of cost, or quality, or within the required time limits, or

- The prime contract requires the contractor to accept the lowest qualified tender price for any/all subcontracted work.

No Employer shall subcontract work which is within the work jurisdiction of the bricklayer:

- On any Concert Properties project(s), or
- To any contractor unless such contractor has both a valid CRA business number and is duly registered with WSBC.

In order to provide a measure of protection and to address the Union's legitimate concern regarding the potential impact of this provision, the Parties agree that a monitoring or review mechanism should be put in place. To that end, Mr. Vince Ready will retain jurisdiction to monitor the effect of this provision and to review the situation prior to the end of this collective agreement. Mr. Ready to determine the nature of that process and retain jurisdiction to take any necessary or appropriate steps which circumstances may require.

#### **11.400 Leaves of Absence**

The Parties agree to cooperate to facilitate broad and liberal leaves of absence for operations and training military leave for workers who serve as member of the Canadian Armed Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

### **ARTICLE 12.000 - OUT OF TOWN PROJECTS**

Refer to Appendix "A" for definition of an out of town project.

#### **12.100 Initial and Terminal Travel Allowance**

- 12.101** (a) Effective January 1, 2013, the Employer shall pay an initial and terminal travel allowance of fifty-four cents (\$0.54) per road kilometre to any employee who is directed or dispatched to an out of town project. Such allowance shall be payable each way, and the distance travelled shall be calculated from the employee's residence to the project via the most direct route. No additional payment or reimbursement for travel time or incurred expenses shall be required, except as otherwise specifically required within Article 12.100. Refer also to Article 12.400.
- (b) Refer to Articles 12.102 through 12.106 for further clarification.
- 12.102** Notwithstanding Article 12.101 (a), the Employer shall reimburse an employee, upon the submission of the appropriate receipts, for any/all ferry fares which are incurred in the course of initial and terminal travel. Such ferry fares shall be limited to one (1) standard length/height vehicle plus driver, each way. Tolls shall not be a reimbursable expense.
- 12.103** Notwithstanding Article 12.101 (a), where an employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.
- (a) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (b) The Employer shall pre-arrange the air travel to/from the airport nearest the employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an employee to fly "standby".

- (c) The employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

- 12.104** Notwithstanding any/all contrary provision(s) of this Article, where a variety of travel distances exist for employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance "lump sum" amount which shall be paid to all applicable employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- 12.105** The Employer shall ensure that an employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses (i.e. ferry fares, etc.) within seven (7) calendar days, or earlier if practical for the Employer, of the employee's first shift on the project. Notwithstanding the foregoing, the Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- 12.106** Notwithstanding any/all contrary provision(s) of this Article, in the event an employee voluntarily terminates his/her own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the employee's final pay cheque.

**12.200 Out of Town Accommodation**

Article 12.200 shall apply to Employees who are not local residents of the area where the work is being performed or is to be performed. Refer to Appendix "A" for definition of local resident.

**12.201 Commercial/Institutional Construction 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. Both options shall be payable on the basis of seven (7) days per week.

**Option #1** The Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA).

**Option #2** The Employer shall provide the Employee with a single room plus a daily meal allowance.

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, or, at the Employer's sole discretion, shall be as per the standard which applies to Industrial Construction projects.

**12.202 Industrial Construction 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. Both options shall be payable on the basis of seven (7) days per week.

Option #1: Effective May 13, 2013, the Employer shall provide the employee with a daily lump sum Living Out Allowance (LOA) of \$125.00. On May 1, 2016, this amount shall increase to \$135.00. On May 1, 2017, a further increase to \$140.00 will take place. On May 1, 2018, it will further increase to \$145.00.

Option #2: Effective May 13, 2013, the Employer shall provide the employee with a single room plus \$62.50 daily meal

allowance. On May 1, 2018, this amount will increase to \$65.00

If the Employer provided room is forty (40) road kilometers or less from the project, no daily travel allowance shall be paid. If the Employer provided room is more than forty (40) road kilometers from the project, a daily travel allowance of fifty-four cents (\$0.54) per road kilometer shall be paid each way to/from the forty (40) road kilometer boundary. Refer also to Article 12.400

**(a) Camp Accommodation**

- (i) Camp accommodations, when supplied, shall meet the standards and requirements of the applicable Construction Camp Rules and Regulations Agreement by and between BCYT and CLR. An Employee may refuse to live in accommodations which do not meet such standards.
- (ii) 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.

**(b) Weekend Checkout**

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

- (i) The Employee must turn in his meal ticket or sign a checkout in advance.
- (ii) To qualify, an Employee must work his scheduled shift prior to the weekend and/or statutory holiday and his scheduled shift after the weekend and/or statutory holiday.

**(c) Marshalling Points**

On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of thirty (30) minutes. It is agreed that in the event that camp accommodation is unavailable for all Employees, the Employer and Union shall mutually agree to terms governing travel time.

**12.300 Periodic Leave**

- 12.301 (a)** On an out of town project(s) of over fifty (50) calendar days duration, a periodic leave shall be made available to employees every forty (40) calendar days.
- (b)** Effective May 1, 2013, when leave is desired in accordance with Article 12.301 (a), an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.

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

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

- 12.302 (a)** The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of

one (1) week, or such other number of days as may be mutually agreed between the Employer and the employee.

- (b) The timing of such periodic leave shall be decided by mutual agreement. In no event shall an employee receive leave unless he actually returns to his residence. Room and Board allowances shall not be paid during leave periods.

**12.303** Employees qualifying for periodic leave shall be returned to the transportation terminal nearest the employee's residence, except out of province employees who shall be returned to their point of dispatch within the province of BC.

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

**12.400 Increases to Travel Allowance**

Notwithstanding any/all contrary provisions of this Agreement, the amount of fifty cents (\$0.50) per road kilometre payable as an initial and terminal travel allowance and as a daily travel allowance shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometre" amount which shall be payable as an initial and terminal travel allowance and as a daily travel allowance shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency. Effective February 1, 2008 such amount shall increase to fifty-two cents (\$0.52) per road kilometre.

**ARTICLE 13.000 - LOCAL TRAVEL**

An Employee shall be paid a daily travel allowance for travel to and from a project in order to reimburse such Employee for travel costs and travel time. Such daily travel allowance shall be payable in accordance with this Article. The payment of Metro Travel shall no longer be applicable.

**13.100** No daily travel allowance shall be payable on any project located within the Lower Mainland. Refer to Appendix "A" for definition of Lower Mainland.

**13.200** A daily travel allowance of **fifty-four cents (\$0.54) per road kilometre** shall be paid to any Employee who resides within the Lower Mainland and uses his/her own vehicle to travel from his/her residence to a project located outside of the Lower Mainland. Such allowance shall be payable, each way, for **each road kilometre** driven between the Lower Mainland boundary and the project. Refer also to Article 13.400.

**13.300** A daily travel allowance shall be paid to any Employee who resides outside of the Lower Mainland and uses his/her own vehicle to travel from his/her residence to a project located outside of the Lower Mainland. Such allowance shall be payable in accordance with the following schedule. Refer also to Article 13.400.

First forty (40) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	<b>\$0.54</b> per kilometre

**13.400** Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance amount of **fifty-four cents (\$0.54) per road kilometre** shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometre" amount which shall be payable pursuant to Articles 13.200 and 13.300 shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

**13.500** No Employee shall be permitted to use his/her personal vehicle in a manner which is unfair to other Union members or contrary to the best interests of the Union.



**ARTICLE 14.000 - WORKING CONDITIONS**

**14.100 Harassment**

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

**14.200 Telephones**

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

**14.300 Drinking Water**

If running tap water is not available to employees, cool drinking water in approved sanitary containers shall be provided by the Employer.

**14.400 Health and Safety**

**14.401** All equipment, tools and material must conform and be utilized in conformity with applicable Provincial and/or Federal regulations, acts and laws. In addition, Employer safety rules and regulations shall be complied with provided they are not inconsistent with the foregoing.

**14.402 (a)** It shall not be considered a violation of this Agreement for an Employee to refuse to work in conditions and/or use equipment that do/does not meet prescribed safety standards and/or regulations.

**(b)** Refusal of an Employee to abide by WorkSafeBC Regulations may be considered cause for dismissal.

**(c)** The Union shall give thorough instructions to its members in all standard safety precautions.

**14.403** Notwithstanding Articles 14.401 and 14.402, the following provisions shall apply to all Employees, whether such Employees are initially reporting for work or are currently employed on a project:

**(a) Certifications:**

Employees shall be responsible for ensuring they possess all required certifications (e.g. Workplace Hazardous Materials Information System training, Record of Hearing Test, etc.) and that such certifications are valid. Proof of such certifications shall be provided to the Employer upon request.

**(b) Personal Protective Equipment:**

Employees shall be responsible for personally providing and utilizing the following, as required under regulations imposed by the WorkSafeBC, and/or any other such body (i.e. Federal, Provincial, or Municipal Governments, etc.), having the authority to enact same:

**(i)** clothing suitable for protection against the natural elements to which they may be exposed, and

**(ii)** all such personal protective equipment generally regarded as being the responsibility of the Employee. Such personal protective equipment shall include, but not be limited to, Canadian Standards Association (CSA) approved: gloves, safety headgear, and steel toed safety footwear complete with above ankle support.

**(iii)** The Employer shall be responsible for supplying appropriate gloves and protective clothing to Employees working with epoxy.

- (iv) The Employer shall be responsible for supplying proper protective gear to Employees working with toxic and dangerous materials and tools.
- (v) The Employer shall be responsible for supplying waterproof gloves and aprons to Employees engaged in cutting on a wet masonry saw or washing down masonry.

**14.404** The Employer shall be permitted to refuse work to any Employee who does not fulfil such provisions as stipulated in Article 14.403. If an Employee is refused work in accordance with the foregoing, the Employer shall be required to pay such Employee only for actual time worked, if any.

**14.405** Material weighing fifty (50) pounds or greater shall be installed by two (2) or more Employees. Concrete blocks weighing forty-five (45) pounds or greater shall also be installed by two or more Employees whenever such blocks are being set continuously over a period in excess of thirty (30) minutes.

**14.500** Drug and Alcohol Policy

The parties to this Agreement agree to be bound by the decisions of the Policy Administration Committee (PAC) of the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy with respect to the implementation of an Industry Employee and Family Assistance Program (EFAP).

**14.600** Lunchroom

**14.601** The Employer shall provide a suitable place for Employees to eat lunch, and store tools and clothing, and such structure shall be of sufficient size to fulfill these requirements in relation to the crew size. The structure shall also be heated, contain adequate tables and chairs, and be for the exclusive use of the masonry crew. Refer also to Article 14.602.

**14.602** Article 14.601 shall only apply on projects where the crew size exceeds three (3) Employees and the project duration exceeds two (2) weeks.

**14.700** Payroll Process

Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

**ARTICLE 15.000 - PRODUCTIVITY**

The parties' signatory to this Agreement recognize that in the interest of preserving and expanding employment opportunities they have a mutual obligation to consider steps to maintain a standard of productivity in order that the masonry industry can pay the wages and fringe benefits stipulated under the terms of this Agreement. To further this objective, the parties may institute a sub-committee consisting of an equal number of Employer representatives and Union representatives to make recommendations for the improvement of productivity. Such recommendations may include, but shall not be limited to conducting classes, seminars, and/or clinics, regarding new installation procedures.

**ARTICLE 16.000 - GRIEVANCE PROCEDURE**

**16.100** Definition

16.101 (a) 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 reasons of project efficiency or reduction of forces on suspension or completion of work.

(b) The party initiating a grievance shall be referred to herein as the aggrieved party. The other party

shall be referred to as the responding party.

- 16.102 The two (2) parties to any formal grievance shall be the two (2) parties' signatory to this Agreement, namely the Union and CLR (acting on its own behalf and/or on behalf of its respective signatory member Employer(s).

**16.200 Time Limits**

- 16.201 In order to initiate a formal grievance, the aggrieved party must provide written notification to the responding party within thirty (30) calendar days of the date on which the underlying "difference" is alleged to have occurred. Such notification shall include all relevant particulars of the formal grievance and all relevant and reliance documentation. The Parties expressly agree that a formal grievance shall not be deemed to have been initiated unless/until the responding party has actually received a copy of the required written notification from the aggrieved party. All time limits shall be strictly enforced.
- 16.202 Notwithstanding Article 16.201, in the event of an alleged error on a pay cheque, such "difference" shall be deemed to have occurred on the date the pay cheque stub was received by the aggrieved employee(s). Likewise, in the event of an alleged error on the Employer's Monthly Remittance Report, such "difference" shall be deemed to have occurred on the date the remittance report was received by the Union.
- 16.203 Notwithstanding Articles 16.201 and 16.202, there shall be no time limit restriction on a grievance initiated in respect of a wage claim.

**16.300 Step 1 (Informal Resolution)**

Once a formal grievance has been initiated, the parties shall make a concerted good faith effort to work out a mutually agreeable resolution. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, the aggrieved party shall be deemed to have abandoned the formal grievance in the event notice of referral to the Arbitrator (in accordance with Article 16.400) has not been received by the responding party within sixty (60) calendar days of the date on which the underlying "difference" is alleged to have occurred. Refer to Article 16.2202 for clarification on the interpretation of "occurred".

**16.400 Step 2 (Formal Resolution)**

The parties expressly agree that the Step 2 is an integral component of the Grievance Procedure in accordance with this Agreement.

If the parties are unable to work out a mutually agreeable resolution in accordance with Article 16.300, either party may refer the formal grievance to the Arbitrator for final and conclusive determination as follows. Notice of such referral shall be provided, in writing, to both the responding party and the Arbitrator. Notwithstanding the foregoing, in the event the Arbitrator is not available to the parties, the parties shall mutually agree upon a replacement. (Note: the parties expressly agree that all references to the Arbitrator within Article 16.000 shall be interpreted as "the Arbitrator or his replacement" in the event a replacement for the Arbitrator is mutually agreed upon in accordance with such Article.)

- 16.401 The Arbitrator shall meet with the parties and shall attempt to facilitate a mutually agreeable resolution.
- 16.402 (a) In the event the Arbitrator is unable to facilitate a mutually agreeable resolution in accordance with Article 16.401, each party shall be required to submit a proposed determination/award, in writing, to the Arbitrator. The Arbitrator shall determine his own procedure, including timing, for such submission. Upon receipt of both proposed determinations/awards, the Arbitrator shall provide a copy to each party.
- (b) The Arbitrator shall consider the relative merits of each of the proposed determinations/awards and shall select one (1) of the proposed determinations/awards in its entirety, and may not impose any

alternative and/or modified determination/award without the prior mutual agreement of the parties.

(c) The Arbitrator shall provide a summary of the reasons for his decision within his award.

16.403 Notwithstanding any/all contrary provisions of Article 16.000, the Arbitrator shall have and may exercise all powers of a mediator/arbitrator pursuant to the Labour Relations Code.

16.404 Notwithstanding and/all contrary provisions of Article 16.000, the parties may mutually agree, in writing, to any other grievance resolution procedure which they agree is appropriate under the circumstances.

#### **16.500 Expenses**

Each party shall be responsible for one hundred percent (100%) of any/all "party specific" costs and fifty percent (50%) of any/all "joint" costs, which may be incurred during the informal and formal grievance resolution process.

#### **16.6000 Additional Provision**

If the Parties are unable to resolve a dispute within ten (10) working days of a formal grievance being filed, then the dispute shall be referred to a three-person arbitration panel. One panel representative shall be selected by the Employer, and one panel representative shall be selected by the Union, and the Panel Chair shall be one of the following arbitrators: Mr. Stan Lanyon, Mr. Vince Ready, and Mr. Ken Saunders. All appointments shall be made within five (5) working days of the dispute being referred to the panel, and the Parties shall use whichever pre-selected Arbitrator is available first. Such process shall apply on all unresolved disputes.

### **ARTICLE 17.000 - EXTENT OF AGREEMENT**

#### **17.100 Trade Jurisdiction and Scope of Work**

17.101 Notwithstanding any/all contrary provisions, this Agreement shall govern work performed on Commercial/Institutional Construction projects only.

17.102 Notwithstanding Appendix "D", the Scope of Work of the Union shall include such trade jurisdiction as is determined by the Jurisdictional Assignment Plan.

#### **17.200 Geographical Jurisdiction**

This Agreement shall be applicable in the province of British Columbia.

#### **17.300 More Favourable Terms**

If the Union enters into any Agreement other than this Agreement, with any individual Employer and/or group of Employers performing work covered by the terms of this Agreement, and such other Agreement provides for wages and/or any other terms and/or conditions, in whole or in part, which the Employers signatory to this Agreement consider to be more favourable, such wages and/or terms and/or conditions shall automatically become part of this Agreement, and shall replace, as required, any/all corresponding provisions of this Agreement. CLR shall notify the Union, in writing, prior to any Employer(s) implementing such more favourable wages and/or terms and/or conditions.

#### **17.400 Other Agreements Governing Scope of Work**

##### **17.401 Copies of Agreement(s)**

(a) The Union shall provide CLR with a true and complete copy of any Agreement, other than this Agreement, which the Union may enter into with an individual Employer or group of Employers,

regardless of whether or not such Employer(s) is/are themselves a member of CLR. The Union shall also provide CLR with a list of all Employers signatory to such other Agreement(s).

- (b) Such copy(s) and list(s) shall be provided to CLR within five (5) working days of such an Agreement(s) being signed by the Employer, or, in the event such an Agreement(s) currently exists, shall be provided to CLR within (5) working days of the Union signing this Agreement.
- (c) Articles 17.401 (a) and (b), shall apply only to such other Agreements, (i.e. Standard, Industrial, Commercial, Institutional, Residential, Project, Enabling, or combination thereof, etc.) which, in whole or in part, govern the performance of work also covered by the terms of this Agreement.

**17.402 Confirmation of Signatory Contractors**

The Union shall provide to CLR, within five (5) working days of signing this Agreement, a list of all Employers signatory to this Agreement. Such list shall include each Employer's name, address and phone number, and shall consist of all Employers signatory to this Agreement, regardless of whether such Employers are themselves members of CLR. The Union shall also ensure that such list is kept up-to-date by providing to CLR, within five (5) working days of such signing, the name, address and phone number of any Employer who subsequently becomes signatory to this Agreement.

**17.500 Savings Clause**

**17.501** If any Article or Section 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 Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**17.502** In the event that any Article or Section is held invalid, or enforcement of, or compliance with which has been restrained in accordance with Article 17.501, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union 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.

**17.600 Enabling**

**17.601** The Union Business Manager, in conjunction with Employers signatory to this Agreement, may determine, on a "project by project" and/or "blanket enabling" basis, if special dispensation is required to become competitive, and should the necessity arise, may, by mutual agreement, and in writing, amend or delete any terms or conditions of this Agreement for the duration of the project(s).

**17.602** Notwithstanding Article 17.601 and/or any/all contrary provisions of this Agreement, joint Industry Funds negotiated between the BCBCBTU and CLR (i.e. Rehabilitation Fund, etc.), and/or individual dues to umbrella organizations, shall not be subject to reduction and/or elimination via enabling without the prior written consent of the BCBCBTU and CLR.

**17.700 Registration**

A copy of this Agreement shall be filed with the Minister of Labour and with the LRB.

ARTICLE 18.000 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

18.100 Management Rights

The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement. Notwithstanding the foregoing, the Employer shall abide by all pertinent federal, provincial and municipal/local government legislation, regulations, bylaws, policies, procedures, etc., including but not limited to, the Canada Revenue Agency, Employment Insurance Act, WorkSafe BC, municipal business licensing bylaws, etc.

18.200 Management Responsibilities

18.201 The Employer shall apply the provisions of the Mason Tenders Standard Industrial Agreement, on a project by project basis, in a manner that is consistent with such Employer's application of the comparable provisions of the Bricklayers Standard Industrial Agreement. The intent of the foregoing is that an Employer shall not discriminate between the standard of treatment provided to a mason tender and the standard of treatment provided to a bricklayer, where the provisions contained within the respective collective agreements are comparable.

18.202 For example...

- (a) If all bricklayers on a project are being paid one dollar (\$1.00) per hour more than the minimum, than all mason tenders shall be treated likewise because the provisions in both Agreements are comparable (i.e. premium over the minimum rate).
- (b) If the Bricklayers Agreement requires an Employee deduction for monthly dues, but the Mason Tenders Agreement does not, the terms of the Mason Tenders Agreement shall prevail because the provisions in both Agreements are not comparable (i.e. the Bricklayers Agreement clearly provides for something different).

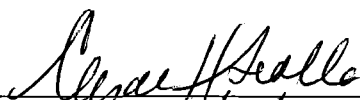

SIGNATURE OF PARTIES

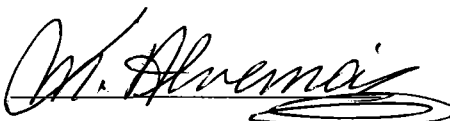
Signed this 19<sup>th</sup> day of October, 2018.

Signed this 19 day of Oct., 2018.

SIGNED ON BEHALF OF:  
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

SIGNED ON BEHALF OF:  
CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
MANUEL ALVERMAZ BUS. MANAGER

**SCHEDULE "A2"  
COMMERCIAL/INSTITUTIONAL**

**MINIMUM STRAIGHT TIME HOURLY WAGE RATES**

Annual Vacation and Statutory Holiday Pay = 10%	PROJECTS LOCATED INSIDE THE LOWER MAINLAND				PROJECTS LOCATED OUTSIDE THE LOWER MAINLAND			
	EFFECTIVE DATE				EFFECTIVE DATE			
	† APR. 01, 2016	MAY 01, 2017	MAY 01, 2018	APR. 01, 2019	† APR. 01, 2016	MAY 01, 2017	MAY 01, 2018	APR. 01, 2019
<b>EMPLOYEE CLASSIFICATION</b>								
Foreman (115%)	\$31.34	\$31.54	\$31.75	\$31.96	\$30.19	\$30.39	\$30.60	\$30.81
<b>Experienced Mason Tender (100%)</b>	<b>\$27.25</b>	<b>\$27.43</b>	<b>\$27.61</b>	<b>\$27.79</b>	<b>\$26.25</b>	<b>\$26.43</b>	<b>\$26.61</b>	<b>\$26.79</b>
Inexperienced Mason Tender:								
Level 4 (90%)	\$24.53	\$24.69	\$24.85	\$25.01	\$23.63	\$23.79	\$23.95	\$24.11
Level 3 (80%)	\$21.80	\$21.94	\$22.09	\$22.23	\$21.00	\$21.14	\$21.29	\$21.43
Level 2 (65%)	\$17.71	\$17.83	\$17.95	\$18.06	\$17.06	\$17.18	\$17.30	\$17.41
Level 1 (55%)	\$14.99	\$15.09	\$15.19	\$15.28	\$14.44	\$14.54	\$14.64	\$14.73

† Wage rates effective from April 01, 2016 through April 30, 2017 pursuant to the Parties' TLMOA dated March 5, 2014.

**SCHEDULE "B2"  
COMMERCIAL/INSTITUTIONAL****EMPLOYER CONTRIBUTIONS  
AND EMPLOYEE DEDUCTIONS**

EMPLOYER CONTRIBUTIONS	† EFFECTIVE DATE				
	APR. 01, 2016	JAN. 01, 2017	MAY 01, 2017	NOV. 26, 2017	MAY 01, 2018
CSW Medical and Benefits	\$3.100	\$3.100	\$3.100	\$3.100	\$3.100
Union Pension Plan	\$3.300	\$3.300	\$3.300	\$3.300	\$3.300
CSW Medical and Benefit Plan of BC (Sub-Total)	\$6.400	\$6.400	\$6.400	\$6.400	\$6.400
MCA of BC Fund	\$0.600	\$0.600	\$0.600	\$0.600	\$0.600
MCA of BC Training Fund	\$0.400	\$0.400	\$0.400	\$0.400	\$0.400
Contract Administration Fund	\$0.110	\$0.110	\$0.130	\$0.130	\$0.130
BCBCBTU Fund	\$0.010	\$0.010	\$0.010	\$0.050	\$0.050
Rehabilitation Plan	\$0.020	\$0.020	\$0.020	\$0.020	\$0.020
Jurisdictional Assignment Plan	\$0.010	\$0.010	\$0.010	\$0.010	n/a
D&A Policy	n/a	n/a	n/a	\$0.010	\$0.010
<b>TOTAL EMPLOYER CONTRIBUTIONS - ST HOURS</b>	<b>\$7.550</b>	<b>\$7.550</b>	<b>\$7.570</b>	<b>\$7.620</b>	<b>\$7.610</b>
<b>TOTAL EMPLOYER CONTRIBUTIONS - 1½ x OT HOURS</b>	<b>\$7.550</b>	<b>\$7.550</b>	<b>\$7.570</b>	<b>\$7.620</b>	<b>\$7.610</b>
<b>TOTAL EMPLOYER CONTRIBUTIONS - 2 x OT HOURS</b>	<b>\$7.550</b>	<b>\$7.550</b>	<b>\$7.570</b>	<b>\$7.620</b>	<b>\$7.610</b>
EMPLOYEE DEDUCTIONS	† EFFECTIVE DATE				
	APR. 01, 2016	JAN. 01, 2017	MAY 01, 2017	NOV. 26, 2017	MAY 01, 2018
Union Dues	\$0.500	\$0.550	\$0.550	\$0.550	\$0.550
CSW Training Society Fund	\$0.350	\$0.350	\$0.350	\$0.350	\$0.350
BCYT Fund	\$0.100	\$0.100	\$0.100	\$0.100	\$0.100
Canadian Building Trades	\$0.010	\$0.010	\$0.010	\$0.010	\$0.010
<b>TOTAL HOURLY EMPLOYEE DEDUCTIONS - ST HOURS</b>	<b>\$0.960</b>	<b>\$1.010</b>	<b>\$1.010</b>	<b>\$1.010</b>	<b>\$1.010</b>
<b>TOTAL HOURLY EMPLOYEE DEDUCTIONS - 1½ x OT HOURS</b>	<b>\$0.960</b>	<b>\$1.010</b>	<b>\$1.010</b>	<b>\$1.010</b>	<b>\$1.010</b>
<b>TOTAL HOURLY EMPLOYEE DEDUCTIONS - 2 x OT HOURS</b>	<b>\$0.960</b>	<b>\$1.010</b>	<b>\$1.010</b>	<b>\$1.010</b>	<b>\$1.010</b>
TOTAL MONTHLY REMITTANCES	† EFFECTIVE DATE				
	APR. 01, 2016	JAN. 01, 2017	MAY 01, 2017	NOV. 26, 2017	May 01, 2018
<b>TOTAL HOURLY EMPLOYEE DEDUCTIONS - ST HOURS</b>	<b>\$8.510</b>	<b>\$8.560</b>	<b>\$8.580</b>	<b>\$8.630</b>	<b>\$8.620</b>
<b>TOTAL HOURLY EMPLOYEE DEDUCTIONS - 1½ x OT HOURS</b>	<b>\$8.510</b>	<b>\$8.560</b>	<b>\$8.580</b>	<b>\$8.630</b>	<b>\$8.620</b>
<b>TOTAL HOURLY EMPLOYEE DEDUCTIONS - 2 x OT HOURS</b>	<b>\$8.510</b>	<b>\$8.560</b>	<b>\$8.580</b>	<b>\$8.630</b>	<b>\$8.620</b>

\* All Employer Contributions and Employee Deductions are to be calculated on a "per hour worked" basis.

† This Schedule is effective from April 01, 2016 through April 30, 2019, unless otherwise altered pursuant to the Mason Tenders Standard Commercial/Institutional Agreement.



**APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS**

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

**1. BCBCBTU**

Bargaining Council of British Columbia Building Trade Unions

**2. BCYT**

British Columbia and Yukon Territory Building and Construction Trades Council

**3. Commercial/Institutional Construction**

That work which is governed by the terms of this Agreement and is not otherwise defined as Industrial Construction herein, shall be deemed to be Commercial/Institutional Construction.

**4. CLR**

Construction Labour Relations Association of British Columbia

**5. CSW**

Construction and Specialized Workers

**6. Day**

Unless otherwise specified, one (1) day shall be deemed to mean one (1) full calendar day, and such day shall be deemed to commence at 12:00 midnight.

**7. Employee**

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

**8. Employer**

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

**9. Gender**

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

**10. Hours Earned**

- » 1 straight time hour = 1 hour earned
- » 1 time and one-half overtime hour = 1½ hours earned
- » 1 double time overtime hour = 2 hours earned

**11. Hours Worked**

- » 1 straight time hour = 1 hour worked
- » 1 time and one-half overtime hour = 1 hour worked
- » 1 double time overtime hour = 1 hour worked

**12. Industrial Construction**

Shall include production plants such as pulp mills, chemical plants; refineries; including the transmission facilities;

metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects that are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the bricklayer, it shall also be designated as an industrial construction project for CSWU Local 1611.

**13. LIUNA**

Laborers International Union of North America

**14. Local Resident**

Any employee who is working on a project that is not defined herein as an out of town project.

**15. Lower Mainland**

The area of BC inclusive of: Abbotsford, Aldergrove, Anmore, Belcarra, Burnaby, Chilliwack, Coquitlam, Delta, Langley (City and Township), Maple Ridge, Mission, New Westminster, North Vancouver (City and District), Pitt Meadows, Port Coquitlam, Port Moody, Richmond, Surrey, West Vancouver and White Rock.

**16. LRB**

British Columbia Labour Relations Board

**17. MCA of BC**

Masonry Contractors Association of BC

**18. Mason Tender**

Any individual who is a member of the Union and/or is otherwise eligible to be employed under the terms of this Agreement.

**19. Out of Town Project**

Any project to which an Employee does not travel daily from his/her residence. Notwithstanding the foregoing, any project that is located more than two (2) hours travel, each way, from an Employee's residence, any project to which it is not practical for the Employee to travel daily from his/her residence, and any project to which it is not cost effective for the Employer if the Employee travels daily from his/her residence, shall be defined as an out of town project.

**20. Union**

Construction and Specialized Workers' Union Local 1611 and/or any other such LIUNA Local as may be established whose membership performs work as governed by the terms of this Agreement. 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.

**21. WorkSafeBC**

Workers' Compensation Board of BC

**APPENDIX "B" - BC JURISDICTIONAL WORK ASSIGNMENT PLAN**

- (1) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary Rule(s), Agreement(s), and/or Memoranda as may be agreed upon from time to time by CLR and the BCYT. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- (2) The Employer shall, upon request, make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules and Regulations for the Umpire of Jurisdictional Work Assignments in British Columbia.
- (3) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work, in accordance with the Rules and Regulations of the Plan.
- (4) The parties agree that all cases, disputes, or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Jurisdictional Work Assignments established by the Plan.
- (5) The Union agrees that the establishment of picket lines, and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work, are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- (6) Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the Jurisdictional Assignment Plan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

**APPENDIX "C" - WAGE SECURITY BOND**

**(A) Requirement to Deposit and Maintain**

- (1)** Any Employer who has been signatory to a Mason Tenders Agreement with the Union for less than three (3) years shall deposit and maintain with the Union an individual Wage Security Bond for a maximum period of three (3) years, for use in the event such Employer should default on the payment of wages, and/or any Employer contributions, and/or any Employee deductions as required under the terms of this Agreement.
- (2)** Such individual Wage Security Bond shall be:
  - (a)** of a type suitable to the Union,
  - (b)** for an amount acceptable to the Union, although such amount shall not exceed twenty-five thousand dollars (\$25,000.00),
  - (c)** retained by the Union for use in accordance with (A) (1), and
  - (d)** accompanied by a letter from the Employer authorizing such use by the Union.

**(B) Return of Wage Security Bond**

- (1)** An Employer's individual Wage Security Bond shall be returned to such Employer not more than three (3) years after such Employer becomes signatory to this Agreement, or such earlier date as may be approved by the Union.
- (2)** Notwithstanding (B) (1), in the event such an Employer ceases business within three (3) years of becoming signatory to this Agreement, the Union shall return such Employer's individual Wage Security Bond immediately upon being so informed, provided the Union is satisfied that the Employer has no outstanding wages, and that all Employer contributions, and/or Employee deductions have been remitted as required.
- (3)** Notwithstanding (B) (1) and (B) (2), an Employer's individual Wage Security Bond shall not be returned to such Employer until at least one (1) year after such Employer has become signatory to this Agreement.

**APPENDIX "D" - TRADE JURISDICTION AND SCOPE OF WORK**

The following scope of work represents the Union's work jurisdiction claim. Notwithstanding the foregoing, the Employer agrees to abide by the work jurisdiction as may be determined from time to time by the Umpire of the Jurisdictional Assignment Plan.

1. This Agreement shall cover all new construction, installation, maintenance and repair work within the bricklaying trade.
2. All scaffolding under the height of fourteen feet (14'), whether wood or tubular steel construction, shall be erected by a Mason Tender(s) who is/are a member of the Union.
3. The handling, loading and unloading on the project site of all materials after the first drop and up to the point of installation, shall be done by a Mason Tender(s) who is/are a member of the Union.

## APPENDIX "E" – LIST OF STATUTORY HOLIDAYS

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

## 1. 2018

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Monday, Jan. 1 <sup>st</sup>	Monday, Jan. 1 <sup>st</sup>
Family Day	Monday, Feb. 12 <sup>th</sup>	Monday, Feb 12 <sup>th</sup>
Good Friday	Friday, Mar 30 <sup>th</sup>	Friday, Mar 30 <sup>th</sup>
Easter Monday	Monday, Apr 2 <sup>nd</sup>	Monday, Apr. 2 <sup>nd</sup>
Victoria Day	Monday, May 21 <sup>st</sup>	Monday, May 21 <sup>st</sup>
Canada Day	Sunday, July 1 <sup>st</sup>	Monday, July 2 <sup>nd</sup>
Friday before BC Day	Friday, Aug. 3 <sup>rd</sup>	Friday, Aug. 3 <sup>rd</sup>
BC Day	Monday, Aug. 6 <sup>th</sup>	Monday, Aug. 6 <sup>th</sup>
Friday before Labour Day	Friday, Aug. 31 <sup>st</sup>	Friday, Aug. 31 <sup>st</sup>
Labour Day	Monday, Sept. 3 <sup>rd</sup>	Monday, Sept. 3 <sup>rd</sup>
Thanksgiving	Monday, Oct. 8 <sup>th</sup>	Monday, Oct. 8 <sup>th</sup>
Remembrance Day	Sunday, Nov. 11 <sup>th</sup>	Monday, Nov. 12 <sup>th</sup>
Christmas Day	Tuesday, Dec. 25 <sup>th</sup>	Tuesday, Dec. 25 <sup>th</sup>
Boxing Day	Wednesday, Dec. 26 <sup>th</sup>	Wednesday, Dec. 26 <sup>th</sup>

## 2. 2019

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Tuesday, Jan. 1 <sup>st</sup>	Tuesday, Jan. 1 <sup>st</sup>
Family Day	Monday, Feb. 18 <sup>th</sup>	Monday, Feb 18 <sup>th</sup>
Good Friday	Friday, Apr. 19 <sup>th</sup>	Friday, Apr. 19 <sup>th</sup>
Easter Monday	Monday, Apr. 22 <sup>nd</sup>	Monday, Apr. 22 <sup>nd</sup>

**APPENDIX "F" – LIST OF SIGNATORY CONTRACTORS**

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign the Mason Tenders Standard Industrial Agreement on their behalf.

Effective February 26, 2016,, the following employers have authorized CLR to bargain the renewal of the Mason Tenders Standard Commercial/Institutional Agreement with CSWU Local 1611 and to sign such Agreement on their behalf.

1. Alliance Refractories Ltd.
2. Canadian Stebbins Engineering & Manufacturing Co. Ltd.
3. Clayburn Refractories Ltd.
4. Mahovlich Stone Masonry Ltd.
5. RHI Canada Inc.
6. Technical Acid Construction - T.A.C. West Ltd.
7. Thorpe Canada Corporation
8. Western Refractory Services Limited
9. Zettl Masonry Ltd.

