

MASON TENDERS Standard Industrial Agreement

By and Between:

**Construction and Specialized
Workers' Union Local #1611 (CSWU)**

(Hereinafter referred to as the "Union")

And:

**Construction Labour Relations
Association of British Columbia (CLR)**

On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU.

* Pursuant to the August 9, 2016 Letter of Agreement by and Between the BCBCBTU and CLR

(Hereinafter referred to as the "Employer")

May 1, 2019 to April 30, 2023

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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, 2019 to and including April 30, 2023 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, 2023 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 Sections 50(2) and 50(3) of the Labour Relations Code are 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 (i.e. the date of ratification of the Industry Main Table Settlement for this round of bargaining).

ARTICLE 3.000 – WAGES AND PREMIUMS

3.100 Wages

3.101 **Wage Schedules**

The schedule of minimum straight time hourly wage rates provided for within Schedule "A" shall apply to all projects governed by this Agreement.

3.102 **Payment of Wages**

- (a) (i) The Employer shall, at least once each week, pay to each employee all monies (i.e. wages, premiums, annual vacation pay, statutory holiday pay, etc.) earned by the employee to a day not more than seven calendar days prior to the date of payment. Where practical, wages shall be paid on the project during working hours. Pay cheques shall be negotiable, without charge, in the city, town or area in which the project is located.
- (ii) The Employer shall retain the option of paying wages via direct deposit, however when wages are paid via direct deposit the Employer shall be required to make a reasonable effort to accommodate the interests of any employee who has notified the Employer, in writing, that they wish to be paid by cheque.

- (b) The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the number of hours at straight time rates and at overtime rates, for each classification worked and the total deductions from the amount earned.
- (c) In the event that an employee ceases to be an employee of the Employer, for any reason, the Employer shall pay such employee all monies (i.e. wages, premiums, annual vacation pay, statutory holiday pay, etc.) which are owing at time of discharge on the project. Alternatively, the Employer shall make arrangements whereby the employee's cheque and Record of Employment are delivered via mail, with a postmark no later than the Monday immediately following the discharge date. Refer also to Article 9.101(d).
- (d) Any employee(s) who requires off site medical attention and does not return to the project, or when a qualified industrial first aid attendant recommends rest for the remainder of the shift, shall be paid for the full shift.

3.200 Underground Premium

Any employee who is required to work underground shall be paid 110% of the otherwise applicable minimum straight time or overtime hourly wage rate. Notwithstanding the foregoing, such premium shall not apply on work performed in basements of buildings or in open ditches.

ARTICLE 4.000 – EMPLOYEE CLASSIFICATIONS

4.100 Foreperson

A Foreperson 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 a Foreperson. The minimum straight time hourly wage rate for a Foreperson shall be 115% of the applicable Experienced Mason Tender minimum straight time hourly wage rate on the project.

4.200 Inexperienced Mason Tenders (IMT)

4.201 Classification

There shall be four (4) Inexperienced Mason Tender (IMT) classifications. The Employer shall retain the 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 their 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 3 (80%)
Level 2 (65%)	Level 4 (90%)

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

4.203 Dispatch and 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 ratio shall be calculated on a company-wide (as opposed to project by project) basis.

ARTICLE 5.000 – MONTHLY REMITTANCES AND RATE CALCULATIONS

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 to the Union all Employer contributions and employee deductions required in accordance with this Agreement on behalf of 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 (15th) 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) regular working days of receiving same, the Union shall require the delinquent Employer to pay the greater of either a penalty in the amount of ten percent (10%) of the delinquent remittance, or a sum of fifteen dollars (\$15.00).
- 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, are 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, are 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 contributions 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 held 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.

5.300 Wage Security Bond

Refer to Appendix "C".

ARTICLE 6.000 – CSW MEDICAL AND BENEFITS PLAN OF BC

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 is set out in Schedule "B".

6.200 Distribution of Contribution

The Employer contribution for CSW Medical and Benefits 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 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 (a)** 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.
- (b)** It shall be the intent of this Agreement that the Job Steward shall be the last employee transferred or laid off with the exception of the Foreperson, unless the Employer has just cause for dismissal.
- 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 their job or be discriminated against for so acting.

ARTICLE 8.000 – INDUSTRY FUNDS

8.100 Employer Contributions

8.101 MCA of BC Fund

- (a)** 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.
- (b)** 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.
- (c)** 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.

8.102 Contract Administration Fund

- (a)** The Employer shall contribute thirteen cents (\$0.13) 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.
- (b)** 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.

- (c) A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.
- (d) 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.

8.103 BCBCBTU Fund

The Employer shall contribute five cents (\$0.05) 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*.

8.104 Construction Industry Rehabilitation Plan

The Employer shall contribute four cents (\$0.04) per hour worked to the BC Construction Industry Rehabilitation Plan in the manner set forth in Article 5.000. Refer also to Appendix "B".

8.105 Drug & Alcohol Policy Fund

The Employer shall contribute one cent (\$0.01) per hour worked to the Drug & Alcohol Policy Fund in the manner set forth in Article 5.000. Refer also to Appendix "B".

8.106 Jurisdictional Assignment Plan

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

The contribution to the Jurisdictional Assignment Plan has been suspended by the trustees of the plan until further notice.

8.107 CSW Training Society Fund

The Employer shall contribute (prior to June 17, 2019 deduct) the required amount per hour worked to the CSW Training Society Fund in the manner set forth in Article 5.000. Refer also to Appendix "B"

8.200 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).

8.201 The Employer shall deduct the required amount from each employee's pay cheque and shall remit such deduction to the Construction Industry Rehabilitation Plan in the manner set forth in Article 5.000.

8.202 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.

8.203 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

9.101 Starting and Stopping

- (a) Notwithstanding any/all contrary provisions of this Agreement, the scheduled start time of any shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.
- (b) Employees shall be at the work place and ready to start work at the designated starting time, except as may otherwise be provided by this Agreement.
- (c) A five (5) minute pick-up shall be allowed prior to end of shift.
- (d) The Employer shall provide an employee with one (1) hours notice of termination of employment, or one hours pay in lieu thereof.

9.102 Day Shift

The regular work day shall be eight (8) hours between the hours of 8:00 am and 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 8:00 am Monday and 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 shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all other employee classifications based on their percentage of the equivalent EMT rate (For example, a Level 1 IMT shall receive 55% of the otherwise applicable EMT shift premium, a Level 2 IMT shall receive 65% of the otherwise applicable EMT shift premium, etc.). Second and subsequent meal breaks shall not be considered hours worked.

Afternoon Shift the premium shall be four dollars (\$4.00) per hour worked on any shift which commences at or after 3:30 pm and before 8:30 pm.

Night Shift the premium shall be four dollars (\$4.00) per hour worked on any shift which commences at or after 8:30 pm and at or before 1:00 am.

When working alongside a Bricklayer or other trade earning a higher premium, that higher premium will also apply to the Mason Tender.

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) All other overtime hours, including all hours worked in excess of ten (10) hours per day, and all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

On a sunset basis, for the duration of the 2019-2023 Collective Agreement, a new LOU for Saturday Overtime is in place. The first ten (10) hours of overtime on a Saturday will be paid at one and one-half times (1½X) the applicable hourly rates and double time thereafter. Please refer to the LOU for more information.

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 workday 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 Call Out Time

If an employee does not intend to report for work, such employee shall be responsible to notify their Employer a minimum of two (2) hours prior to the designated starting time of their shift. Any Union member who consistently disregards this responsibility shall be subject to the discipline of the Union.

9.301 General Conditions

When an employee reports for work at the Employer's shop or project site and work is not available for reasons other than inclement weather, such employee shall be paid two (2) hours at the otherwise applicable minimum straight time or overtime hourly wage rate if work did not commence, or a minimum of four (4) hours if work did commence. The daily travel allowance shall be paid in addition to the foregoing where such allowance is applicable.

9.302 Inclement Weather

- (a) When 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 two (2) hours at the otherwise applicable minimum straight time or overtime hourly wage rate, regardless of whether or not work commenced, providing such employee remains on the project for two (2) hours after the designated starting time of their shift. Notwithstanding the foregoing, an employee shall not be eligible to receive such payment if such employee was notified not to report for work a minimum of two (2) hours prior to the designated starting time of their shift.
- (b) Notwithstanding any/all contrary provisions of this Agreement, the Employer may utilize Saturday as a "make up" day if an employee(s) has been unable to work a minimum of forty (40) hours during the work week due to inclement weather. Where a Saturday has been utilized in this manner, the otherwise applicable minimum straight time hourly wage rate shall be payable.

9.303 Online Orientation

When an employee is required to complete an orientation and/or indoctrination online, they will be paid a minimum of two (2) hours' pay, with a mutually agreed upon limit for each course or program set before the commencement of such online program.

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) All other overtime, and all overtime on Saturdays, Sundays and Statutory Holidays, shall be paid at two (2) times the otherwise applicable straight time hourly wage rate.

On a sunset basis, for the duration of the 2019-2023 Collective Agreement, a new LOU for Saturday Overtime is in place. The first ten (10) hours of overtime on a Saturday will be paid at one and one-half times (1½X) the applicable hourly rates and double time thereafter. Please refer to the LOU for more information.

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. Notwithstanding the foregoing, a one (1) hour meal break may be implemented on a project(s) if/as appropriate, providing the Union is notified prior to implementation.
- (b) If a working shift is to exceed ten (10) hours, a second meal break of one-half (½) hour shall be provided at the end of eight (8) hours, and at four (4) hour intervals thereafter. The meal shall be a "hot meal" and shall be supplied by the Employer at no cost to the employee. This break shall be considered as time worked and shall be paid for at the otherwise applicable minimum straight time hourly wage rate. Notwithstanding the foregoing, in the event the Employer is unable to provide a "hot meal", each employee shall receive a meal allowance of seventeen dollars (\$17.00) or the amount specified by CRA as reasonable for an overtime meal 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 six percent (6%) shall be combined in an amount equal to twelve percent (12%). 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 twelve percent (12%) 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.
- (d) In the event the Federal or Provincial Governments declare a new Statutory Holiday, representatives from BCBCBTU and CLRA shall meet when the holiday comes into effect to determine which non-statutory holiday currently provided for in the collective agreement shall be floated to the period between Christmas and New Year's.

ARTICLE 11.000 – HIRING AND UNION SECURITY

11.100 Hiring**11.101 Name Request**

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

11.102 Union Membership

All employees must be a member in good standing of the Union. Employees shall present a clearance slip to the Job Steward prior to commencement of work, and such clearance shall include confirmation of the employee's membership status.

11.103 Layoff

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

11.104 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".

11.105 Indoctrination/Orientation

Employees who have received an indoctrination/orientation who voluntarily self terminate or are terminated for cause prior to being on the job for fifteen (15) days, shall forego their right to receive payment for this time. If the Employee has already been paid, the monies may be deducted from the employee's last pay cheque. This will not apply to employees who have self terminated for bona fide or compassionate reasons.

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 non-union workers.

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.

11.300 Sub-Contracting

11.301 The Employer shall not let contracts or subcontracts for work governed by the terms of this Agreement to any individual or contractor who is not signatory to either this Agreement or another collective agreement with the Union which governs the scope of work which has been contracted or subcontracted.

11.302 The Employer shall not contract work on a labour only basis. Where it is alleged that the Employer has violated the foregoing, it shall be incumbent upon the Employer to provide physical evidence to prove otherwise. In the absence of such evidence, the Union retains the right to remove its members from the project until such evidence has been provided.

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) The Employer shall pay an initial and terminal travel allowance of fifty-eight cents (\$0.58) 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. The amount paid is set annually by the CRA.

(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 their 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 Room and Board Allowance

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) of one hundred forty-five dollars (\$145.00) (effective May 1, 2020, one-hundred fifty dollars (\$150.00), effective May 1, 2022, one-hundred fifty-five dollars (\$155.00)).

No daily travel allowance and/or daily travel time shall be paid to an employee who selects Option #1, nor shall Employer supplied transportation be provided.

Option #2 The Employer shall provide the employee with a single room plus daily meal allowance of sixty-five dollars (\$65.00) (effective May 1, 2020, sixty-seven dollars and fifty cents (\$67.50), effective May 1, 2022, seventy dollars (\$70.00)).

No daily travel time shall be paid to an employee who selects Option #2, however the following terms and conditions shall be applicable.

- (i) If the Employer provided room is forty (40) road kilometres or less from the project, no daily travel allowance shall be paid.
- (ii) If the Employer provided room is more than forty (40) road kilometres from the project, a daily travel allowance of fifty-eight cents (\$0.58) per road kilometre shall be paid, each way, to/from the forty (40) road kilometre boundary.

- (iii) If the employee(s) requested to use air travel to the project in accordance with Article 12.103, Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis.
- (iv) If the employee(s) did not request to use air travel to the project in accordance with Article 12.103, no Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis, and the employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
- (v) Notwithstanding any/all contrary provisions of this Agreement, any employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

12.202 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 BCYT and CLR. An employee may refuse to live in accommodations which do not meet such standards.
- (b) Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the employee.

12.203 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 thirty dollars (\$30.00) per day.

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

12.204 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) 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 they actually return to their 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 January 1, 2019 amount of fifty-eight cents (\$0.58) 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.

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-eight cents (\$0.58) per road kilometre shall be paid to any employee who resides within the Lower Mainland and uses their own vehicle to travel from their 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. The amount paid per KM is adjusted annually by the CRA.

13.300 A daily travel allowance shall be paid to any employee who resides outside of the Lower Mainland and uses their own vehicle to travel from their residence to a project located outside of the Lower

Mainland. Effective January 1, 2019, such allowance shall be payable in accordance with the following schedule. Refer also to Article 13.400.

First seventy-five (75) kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	\$0.58 per road kilometre

13.400 Notwithstanding any/all contrary provisions of this Agreement, the January 1, 2019 daily travel allowance amount of fifty-eight cents (\$0.58) 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 their 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 Discrimination and Harassment

14.101 The Parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

14.102 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.

No employee will be required to install any app on their personal phone as a condition of employment.

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

Employees shall comply with Employer safety rules and regulations, except where such rules and regulations are inconsistent with the provisions of Articles 14.401 through 14.405.

14.401 All equipment, tools and material must conform and be utilized in conformity with applicable Provincial and/or Federal regulations, acts and laws. All scaffolds shall be designed and inspected in accordance with WorkSafeBC regulations.

14.402 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. However, the refusal of an employee to abide by WorkSafeBC Regulations may be considered cause for dismissal.

14.403 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 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.

14.405 Forepersons and project superintendents shall carry with them a copy of the WorkSafeBC Accident Prevention Regulations and be familiar with such regulations so they may be enforced on the project.

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 Insurance

The Employer shall protect the value of an employee's work clothes to a total of three hundred dollars (\$300.00) in case of fire or burglary. Notwithstanding the foregoing, an employee shall not be entitled to such protection unless such employee has filed an inventory of clothing with the Employer. The Employer shall supply the required forms and secure the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage shall commence at the date of the filing of the inventory with the Employer.

14.800 Payroll Process

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

14.900 Leaves

14.901 Pregnancy and Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

14.902 Military Leave

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

ARTICLE 15.000 – GRIEVANCE PROCEDURE

15.100 Definition

A grievance shall be defined as any difference of opinion between the parties to this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Such discharge shall not include layoff of employees for reasons of project efficiency, or reduction of forces on suspension or completion of work.

15.200 Time Limits

15.201 A grievance shall not be entertained by either party unless such grievance has been initiated by the aggrieved party within thirty (30) calendar days of its occurrence.

15.202 Notwithstanding Article 16.201, any grievance arising out of an alleged unjust discharge shall be initiated within fifteen (15) calendar days of its occurrence.

15.203 Notwithstanding Articles 16.201 and 16.202, there shall be no time limit restriction on a grievance initiated in respect of a wage claim.

15.300 Resolution Procedure

All grievances shall be finally and conclusively resolved in accordance with the following Steps. Related matters shall normally be dealt with during regular working hours.

15.301 Step No. 1

The Job Steward and/or Business Agent shall discuss the grievance with the Foreperson and/or the Employer. If such discussion results in a mutually agreed resolution, such resolution shall be final.

15.302 Step No. 2

If the grievance is not resolved in accordance with Step No. 1 within two (2) working days of initiation, the particulars thereof shall be set out in writing by the grieving party and shall be delivered to the other party within five (5) working days of initiation. The two (2) parties shall then discuss the matter forthwith, and if such discussion results in a mutually agreed resolution, such resolution shall be final.

15.303 Step No. 3 - Arbitration Board

If the grievance is not resolved in accordance with Step No. 2 within ten (10) working days of initiation (i.e. an additional five (5) working days from the date of receipt of the written particulars), or such longer time as the parties may mutually agree, then such grievance shall be referred to a three (3) person Arbitration Board as follows.

- (a) The grieving party shall appoint one (1) arbitrator to the Arbitration Board, and shall in turn notify the other party, in writing, of such appointment and the particulars of the grievance.
- (b) The party receiving the notice of appointment shall within five (5) working days also appoint one (1) arbitrator to the Arbitration Board and shall in turn notify the grieving party of such appointment.
- (c) Each party shall be responsible to immediately notify their appointed arbitrator as to the name of the arbitrator appointed by the other party.
- (d) The (2) two arbitrators appointed in accordance with Step No. 3(a) and (b), shall select one (1) additional arbitrator to serve as the Arbitration Board Chairperson.
- (e) Such Chairperson shall be selected within three (3) working days, or such longer time as the parties may mutually agree, of the receipt by the grieving party of notice of the arbitrator appointed in accordance with Step No. 3(b).
- (f) The Arbitration Board shall set a date to hear the arbitration within five (5) working days of appointment of the Chairperson, or such longer time as the Arbitration Board appointees may mutually agree.
- (g) The Arbitration Board shall hear the arbitration and shall make their award within five (5) working days of so doing, or such longer time as the Arbitration Board appointees may mutually agree. Such award shall be made in writing and shall be delivered to each party.
- (h) The award of the majority of the Arbitration Board shall be final and binding on the parties and shall be carried out forthwith.
- (i) Each party shall pay their own costs and expenses of arbitration, the entire remuneration, expenses, and/or disbursements of their appointed arbitrator, one-half (½) of the expenses of the Arbitration Board Chairperson, and one-half (½) of any other expenses incurred by the Arbitration Board.

15.304 Step No. 4 - Alternatives to Step No. 3

Notwithstanding Step No. 3, if the grievance is not resolved in accordance with Step No. 2 within ten (10) working days of initiation (i.e. an additional five (5) working days from the date of receipt of the written particulars), or such longer time as the parties may mutually agree, then the parties, at their discretion, may mutually agree that as an alternative to the appointment of an Arbitration Board the grievance shall instead be resolved as follows.

- (a) Appoint a single arbitrator, with all applicable terms and conditions pursuant to an Arbitration Board as provided for in Step No. 3, to apply, and with such single arbitrator to be selected by mutual agreement of the parties.
- (b) If the parties are unable to reach a mutual agreement to proceed in accordance with Step No. 4(a), within three (3) working days or such longer time as the parties may mutually agree, the parties shall immediately proceed in accordance with Article Step No. 3.

15.305 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 appointed by the Employer, and one panel representative shall be appointed by the Union, and the Panel Chair shall be one of the following three pre-selected Arbitrators: Mr. Stan Lanyon, Mr. Vince Ready and Mr. Ken Saunders. In the event of the unavailability of any or all of those 3 named individuals, the Labour Relations Board will be requested to appoint an Arbitrator as needed. 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 16.000 – EXTENT OF AGREEMENT

16.100 Trade Jurisdiction and Scope of Work

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

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

16.200 Geographical Jurisdiction

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

16.300 Savings Clause

16.301 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.

16.302 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 16.301, 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.

16.400 Enabling

16.401 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).

16.402 Notwithstanding Article 16.401 and/or any/all contrary provisions of this Agreement, joint Industry Funds negotiated between the BCBCBTU and CLR (e.g. 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.

16.500 Registration

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

16.600 Independent Agreement

The Union shall not sign a separate collective agreement(s) with any non CLR member(s) which provides for different terms and conditions, in whole or in part, than those which are included within the Mason Tenders Standard Industrial Agreement signed by and between the Union and CLR. The foregoing shall only apply to a collective agreement(s) which governs the same scope of work, in whole or in part, which is governed by the Mason Tenders Standard Industrial Agreement.

ARTICLE 17.000 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

17.100 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, WorkSafeBC, municipal business licensing bylaws, etc.

17.200 Management Responsibilities

17.201 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.

17.202 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).

17.300 Working Principals, Partners and Shareholders

Any/all working principal(s), partner(s) and/or shareholder(s) of an Employer must be a member in good standing of the Union. Notwithstanding the foregoing, only two (2) principals, partners and/or shareholders of an Employer may work with the tools of the trade or act as a Foreperson.

Any additional principals, partners and/or shareholders of such Employer who perform work in accordance with this Agreement shall be classified as an employee.

SIGNATURE OF PARTIES

Dated this 16 day of DECEMBER, 2019

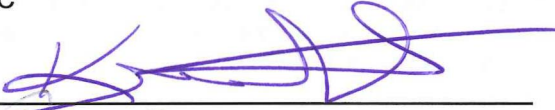
Dated this 10 day of DECEMBER, 2019

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations Association of BC

Construction and Specialized Workers Union Local #1611



B. S. U.



M. Aluemoir

LETTER OF UNDERSTANDING – SATURDAY OVERTIME RATES

To assist the Parties in the securing of more of the current market share of work in the Construction Industry in the Province of BC, a committee of equal representation from the BCBCBTU and CLR shall be established within six (6) months from the date of these recommendations and shall meet on a quarterly basis thereafter to determine the effect the following amendment has had on the securing of new contracts by CLR. CLR (and its members) shall provide the committee with such information as required to make the determination.

For the term of the renewed collective agreement expiring on April 30, 2023 unless renewed by mutual agreement, effective the first of the month following the date of implementation of these recommendations (July 1, 2019), overtime for the first ten (10) hours on Saturdays shall be paid at the rate of time and one-half (1.5x) times the applicable straight time hourly rate and double time thereafter.

SCHEDULE "A"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES

Annual Vacation & Statutory Holiday Pay = 12%

<u>Employee Classification</u>	Projects Located Inside the Lower Mainland					Projects Located Outside the Lower Mainland				
	April 30, 2019	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022	April 30, 2019	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Foreperson (115%)	42.31	42.60	42.94	43.29	43.63	41.16	41.45	41.79	42.14	42.48
Experienced Mason Tender (100%)	36.79	37.04	37.34	37.64	37.94	35.79	36.04	36.34	36.64	36.94
Inexperienced Mason Tender Level 4 (90%)	33.11	33.34	33.61	33.88	34.15	32.21	32.44	32.71	32.98	33.25
Inexperienced Mason Tender Level 3 (80%)	29.43	29.63	29.87	30.11	30.35	28.63	28.83	29.07	29.31	29.55
Inexperienced Mason Tender Level 2 (65%)	23.91	24.08	24.27	24.47	24.66	23.26	23.43	23.62	23.82	24.01
Inexperienced Mason Tender Level 1 (55%)	20.23	20.37	20.54	20.70	20.87	19.68	19.82	19.99	20.15	20.32

SCHEDULE "B"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

	Effective Date				
	April 30, 2019	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
<u>Employer Contributions - Hours Earned</u>					
CSW Medical and Benefits	3.10	3.10	3.10	3.10	3.10
Pension Plan	3.30	3.30	3.30	3.30	3.30
<u>Employer Contributions - Hours Worked</u>					
MCA of BC Fund	0.60	0.60	0.60	0.60	0.60
MCA of BC Training Fund	0.40	0.40	0.40	0.40	0.40
CSW Training Society	n/a	0.35	0.35	0.35	0.35
Contract Administration Fund	0.13	0.13	0.13	0.13	0.13
Construction Industry Rehabilitation Plan (CIRP)	0.02	0.04	0.04	0.04	0.04
Drug & Alcohol Policy Fund (D&A)	0.01	0.01	0.01	0.01	0.01
Jurisdictional Assignment Plan (JAPlan)	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
Total Employer Contributions	7.61	7.98	7.98	7.98	7.98
<u>Employee Deductions</u>					
Union Dues	0.90	0.90	0.90	0.90	0.90
CSW Training Society	0.35	n/a	n/a	n/a	n/a
BCYT Fund	0.10	0.10	0.10	0.10	0.10
Canadian Building Trades	0.01	0.01	0.01	0.01	0.01
Construction Industry Rehabilitation Plan (CIRP)	n/a	0.04	0.04	0.04	0.04
Total Employee Deductions	1.36	1.05	1.05	1.05	1.05
Total Employer Hourly Remittances:	ST	8.97	9.03	9.03	9.03
	1.5X OT	12.85	12.76	12.76	12.76
	2x OT	16.73	16.48	16.48	16.48

Notes:

JAPlan contributions are suspended until further notice

Pension and CSW Medical and Benefits are calculated based on hours earned, all others are calculated based on hours worked

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. **CLR**
Construction Labour Relations Association of British Columbia
4. **CSW**
Construction and Specialized Workers
5. **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.
6. **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.
7. **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.
8. **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
9. **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
10. **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 which 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.
11. **LIUNA**
Laborers' International Union of North America
12. **Local Resident**
Any employee who is working on a project that is not defined herein as an out of town project.

Appendix "A" – Definitions and Abbreviations (cont'd)

- 13. Lower Mainland**
The area of BC inclusive of Lion's Bay to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities etc. in between.
- 14. LRB**
British Columbia Labour Relations Board
- 15. MCA of BC**
Masonry Contractors Association of BC
- 16. Out Of Town Project**
Any project to which an employee does not travel daily from their 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 their residence, and any project to which it is not cost effective for the Employer if the employee travels daily from their residence, shall be defined as an out of town project.
- 17. Union**
Construction and Specialized Workers' Union Local #1611 and/or any other such LIUNA Local(s) 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.
- 18. WorkSafeBC**
Workers' Compensation Board of BC

APPENDIX "B" – SCOPE OF WORK AND TRADE JURISDICTION

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 industrial 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 "C" – WAGE SECURITY BOND

(A) Requirement to Deposit and Maintain

- (1) Any Employer who has been signatory to a collective agreement with the Union 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" – 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 its 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 "E" – SCHEDULE OF STATUTORY HOLIDAYS

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

1. 2019

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Tuesday, Jan. 1 st	Tuesday, Jan. 1 st
Family Day	Monday, Feb. 18 th	Monday, Feb. 18 th
Good Friday	Friday, Apr. 19 th	Friday, Apr. 19 th
Easter Monday	Monday, Apr. 22 nd	Monday, Apr. 22 nd
Victoria Day	Monday, May 20 th	Monday, May 20 th
Canada Day	Monday, July 1 st	Monday, July 1 st
Friday prior to BC Day	Friday, Aug 2 nd	Friday, Aug 2 nd
BC Day	Monday, Aug. 5 th	Monday, Aug. 5 th
* Friday prior to Labour Day	Friday, Aug. 30 th	Friday, Aug. 30 th
Labour Day	Monday, Sept. 2 nd	Monday, Sept. 2 nd
Thanksgiving Day	Monday, Oct. 14 th	Monday, Oct. 14 th
Remembrance Day	Monday, Nov. 11 th	Monday, Nov. 11 th
Christmas Day	Wednesday, Dec. 25 th	Wednesday, Dec. 25 th
Boxing Day	Thursday, Dec. 26 th	Thursday, Dec. 26 th

2. 2020

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Wednesday, Jan. 1 st	Wednesday, Jan. 1 st
Family Day	Monday, Feb. 17 th	Monday, Feb. 17 th
Good Friday	Friday, Apr. 10 th	Friday, Apr. 10 th
Easter Monday	Monday, Apr. 13 th	Monday, Apr. 13 th
Victoria Day	Monday, May 18 th	Monday, May 18 th
Canada Day	Wednesday, July 1 st	Wednesday, July 1 st
* Friday prior to BC Day	Friday, July 31 st	Friday, July 31 st
BC Day	Monday, Aug. 3 rd	Monday, Aug. 3 rd
Friday prior to Labour Day	Friday, Sept. 4 th	Friday, Sept. 4 th
Labour Day	Monday, Sept. 7 th	Monday, Sept. 7 th
Thanksgiving Day	Monday, Oct. 12 th	Monday, Oct. 12 th
Remembrance Day	Wednesday, Nov. 11 th	Wednesday, Nov. 11 th
Christmas Day	Friday, Dec. 25 th	Friday, Dec. 25 th
Boxing Day	Saturday, Dec. 26 th	Monday, Dec. 28 th

Appendix "E" – Schedule of Statutory Holidays (cont'd)

3. 2021

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Friday, Jan. 1 st	Friday, Jan. 1 st
Family Day	Monday, Feb. 15 th	Monday, Feb. 15 th
Good Friday	Friday, Apr. 2 nd	Friday, Apr. 2 nd
Easter Monday	Monday, Apr. 5 th	Monday, Apr. 5 th
Victoria Day	Monday, May 24 th	Monday, May 24 th
Canada Day	Thursday, July 1 st	Thursday, July 1 st
Friday prior to BC Day	Friday, July 30 th	Friday, July 30 th
BC Day	Monday, Aug. 2 nd	Monday, Aug. 2 nd
* Friday prior to Labour Day	Friday, Sept. 3 rd	Friday, Sept. 3 rd
Labour Day	Monday, Sept. 6 th	Monday, Sept. 6 th
Thanksgiving Day	Monday, Oct. 11 th	Monday, Oct. 11 th
Remembrance Day	Thursday, Nov. 11 th	Thursday, Nov. 11 th
Christmas Day	Saturday, Dec. 25 th	Monday, Dec. 27 th
Boxing Day	Sunday, Dec. 26 th	Tuesday, Dec. 28 th

4. 2022

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Saturday, Jan. 1 st	Monday, Jan. 3 rd
Family Day	Monday, Feb. 21 st	Monday, Feb. 21 st
Good Friday	Friday, Apr. 15 th	Friday, Apr. 15 th
Easter Monday	Monday, Apr. 18 th	Monday, Apr. 18 th
Victoria Day	Monday, May 23 rd	Monday, May 23 rd
Canada Day	Friday, July 1 st	Friday, July 1 st
* Friday prior to BC Day	Friday, July 29 th	Friday, July 29 th
BC Day	Monday, Aug. 1 st	Monday, Aug. 1 st
Friday prior to Labour Day	Friday, Sept. 2 nd	Friday, Sept. 2 nd
Labour Day	Monday, Sept. 5 th	Monday, Sept. 5 th
Thanksgiving Day	Monday, Oct. 10 th	Monday, Oct. 10 th
Remembrance Day	Friday, Nov. 11 th	Friday, Nov. 11 th
Christmas Day	Sunday, Dec. 25 th	Monday, Dec. 26 th
Boxing Day	Monday, Dec. 26 th	Tuesday, Dec. 27 th

 Appendix "E" – Schedule of Statutory Holidays (cont'd)

5. 2023

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Sunday, Jan. 1 st	Monday, Jan. 2 nd
Family Day	Monday, Feb. 20 th	Monday, Feb. 20 th
Good Friday	Friday, Apr. 7 th	Friday, Apr. 7 th
Easter Monday	Monday, Apr. 10 th	Monday, Apr. 10 th
Victoria Day	Monday, May 22 nd	Monday, May 22 nd
Canada Day	Saturday, July 1 st	Monday, July 3 rd
* Friday prior to BC Day	Friday, Aug. 4 th	Friday, Aug. 4 th
BC Day	Monday, Aug. 7 th	Monday, Aug. 7 th
Friday prior to Labour Day	Friday, Sept. 1 st	Friday, Sept. 1 st
Labour Day	Monday, Sept. 4 th	Monday, Sept. 4 th
Thanksgiving Day	Monday, Oct. 9 th	Monday, Oct. 9 th
Remembrance Day	Saturday, Nov. 11 th	Monday, Nov. 13 th
Christmas Day	Monday, Dec. 25 th	Monday, Dec. 25 th
Boxing Day	Tuesday, Dec. 26 th	Tuesday, Dec. 26 th

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 the date of signing of this Agreement, the following employers have authorized CLR to bargain the renewal of the Mason Tenders Standard Industrial Agreement with CSWU Local 1611 and to sign such Agreement on their behalf.

1. 2545755 Ontario Inc. O/A Thorpe Canada Construction & Refractories
2. Alliance Refractories Ltd.
3. Brasco International Inc.
4. Canadian Stebbins Engineering & Manufacturing Co. Ltd.
5. Clayburn Services Ltd.
6. RHI Canada Inc.
7. Technical Acid Construction – T.A.C West Ltd.
8. Zettl Masonry Ltd.

* The letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of authorized Employers to the above list of Signatory Employers.