

MASON TENDERS STANDARD INDUSTRIAL 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, 2004 to April 30, 2010

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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, 2004 to and including April 30, 2010 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, 2010 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 of British Columbia are hereby excluded.
- 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. August 14, 2006).

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) 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 five (5) working 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.
- (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 Premiums**3.201 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.

3.202 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.

3.203 Acid Proof and Refractory Premium

Any Employee who performs acid proof or refractory work 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. Notwithstanding the foregoing, such premium shall not be applicable on work related to the linings of fireplaces, and/or chimneys in houses, apartments, schools, office buildings, churches and hospitals.

ARTICLE 4.000 - 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 three (3) or more mason tenders are employed, one (1) shall be appointed by the Employer as a Foreman. The minimum straight time hourly wage rate for a Foreman shall be 115% of the applicable Experienced Mason Tender minimum straight time hourly wage rate on the project.

ARTICLE 5.000 - MONTHLY REMITTANCES

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

5.100 General Provisions

5.101 The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of those Employees working under the terms of this Agreement. Refer also to Schedule "B".

5.102 Such Employer remittance shall:

- (a) be made by a single payment, payable to CSW Medical and Benefit Plan of BC, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
- (b) be accompanied by a correctly completed Remittance Report Form, and
- (c) be received by the Union not later than the fifteenth (15th) day of the month following that for which such payments are payable.

5.200 “Nil” Remittance Report

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

5.300 Delinquent Remittance

5.301 In the event the Employer fails to remit Employer contributions and Employee deductions in the manner set forth in Article 5.000, such Employer shall be deemed to be delinquent and the Union shall notify the Employer accordingly, in writing.

5.302 A meeting between the Union and the Employer shall take place within three (3) working days of the Employer receiving a notice of delinquent payment from the Union.

5.303 In the event the matter is not resolved as a result of the meeting between the Union and Employer, the Union may, at its sole discretion, thereafter require payment by the Employer of all monies (wages, annual vacation and statutory holiday pay, Employer contributions, etc.) owing on a daily, weekly or bi-weekly basis. Alternatively, the Union may, at its sole discretion, also impose a ten percent (10%) penalty of the amount of the delinquent payment, and/or withdraw its members from the Employer’s project(s). Any/all such action by the Union shall not contravene the terms of this Agreement.

5.400 Remittance Report Forms

The Union shall supply Employers with the Remittance Report Forms, and the Union shall bear the cost of producing such forms except in accordance with Articles 8.100 and 8.404.

ARTICLE 6.000 - CSW MEDICAL AND BENEFIT 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 date applicable thereto, shall be as stipulated within 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, between the Health and Welfare Plan component and the Pension Plan component. CLR shall be advised, in writing, prior to any/every change in distribution.

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 (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 Foreman, 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 his/her job or be discriminated against for so acting.

ARTICLE 8.000 - INDUSTRY FUNDS

8.100 MCA of BC Fund

The Employer shall contribute fifty cents (\$0.50) per hour earned plus forty-five dollars (\$45.00) per month to the MCA of BC Fund in the manner set forth in Article 5.000. Notwithstanding the foregoing, the MCA of BC may alter either the hourly and/or monthly contribution amount 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 Remittance Report Form due to an increase/decrease in the MCA of BC Fund contribution amount(s) shall be borne by the MCA of BC.

8.200 CSW Training Society Fund

The Employer shall contribute thirty-five cents (\$0.35) per hour earned to the CSW Training Society Fund in the manner set forth in Article 5.000.

8.300 BC Labourers Advancement Fund

The Employer shall contribute the required amount to the BC Labourers Advancement Fund in the manner set forth in Article 5.000. The required amount, and the effective date applicable thereto, shall be as stipulated within Schedule "B".

8.400 Contract Administration Fund

- 8.401 The Employer shall contribute thirteen cents (\$0.13) per hour earned, 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.
- 8.402 The Union shall collect and forward to CLR, without exception, all monies designated for the Contract Administration Fund and received in accordance with the Remittance Report Form. 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.
- 8.403 A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.
- 8.404 Any cost incurred by the CSW Medical and Benefit Plan of BC with respect to having to change the Remittance Report Form, as a direct result of a change in the Contract Administration Fund contribution amount shall be borne by CLR.

8.500 Trade Union Council Funds**8.501 BCYT Fund**

The Employer shall contribute ten cents (\$0.10) per hour earned to the BCYT Fund in the manner set forth in Article 5.000.

8.502 BCBCBTU Fund

The Employer shall contribute one cent (\$0.01) per hour earned 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*.

8.600 Rehabilitation Plan Fund

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

8.700 Jurisdictional Assignment Plan

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

8.702 Refer also to Appendix "B".

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 7:30 am and 4:00 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 am Monday and 4:00 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 over and above the otherwise applicable minimum straight time hourly wage rate to any Journey person who is employed on an afternoon or night shift. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

Afternoon Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked. (Note: holiday pay is payable on this premium, but no overtime premium shall apply.)

Night Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked. (Note: holiday pay is payable on this premium, but no overtime premium shall apply.)

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

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 supercede any/all contrary provisions of the Agreement.

9.201 Hours of Work

- (a) Ten (10) straight time hours (7:30 am to 6:00 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 (6:00 pm to 4:30 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.

9.203 Statutory Holidays

Unless otherwise mutually agreed upon by the parties,

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

9.300 Call Out Time

If an Employee does not intend to report for work, such Employee shall be responsible to notify his Employer a minimum of two (2) hours prior to the designated starting time of his 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 his 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 his 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.

9.400 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.

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 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 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, Heritage Day (3rd Monday in February), 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, Provincial, or Territorial Governments.
- 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, and an Employee shall not be discriminated against for refusing to work on Christmas Day.

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 Foremen, 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 Qualifications for Dispatch

- (a) The Union shall not dispatch an Employee to a project without first ensuring that such Employee has received the required "confined space entry" training. The Employer shall advise the Union if such training will be required at time of dispatch request.
- (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. The Employer shall advise the Union if such a fit test will be required at time of dispatch request.
- (c) Where the Employer has advised the Union of confined space training and/or respirator fit test requirements at time of dispatch request, 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 such requirements.

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 this Agreement.

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

12.100 Initial and Terminal Travel Allowance

12.101 (a) The Employer shall pay an initial and terminal travel allowance of fifty cents (\$0.50) 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 (car and driver) and/or highway tolls which are incurred in the course of initial and terminal travel.

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 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 \$90.00. Effective May 1, 2007 this amount shall be increased to \$95.00. Effective May 1, 2009 this amount shall be increased to \$100.00.

Option #2 The Employer shall provide the Employee with a single room plus \$50.00 daily meal allowance. Effective May 1, 2007 this amount shall be increased to \$52.50. Effective May 1, 2009 this amount shall be increased to \$55.00.

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 cents (\$0.50) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary. Refer also to Article 12.400.
- (iii) If the Employee(s) requested to use air travel to the project in accordance with "insert appropriate Article number here", 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 "insert appropriate Article number here", 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 twenty dollars (\$20.00) per day.

- (a) The Employee must turn in his meal ticket or sign a checkout in advance.
- (b) 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.

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 Out of Town projects 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
250 km to 500 km	\$ 100.00
501 km to 750 km	\$ 200.00
751 km to 1,000 km	\$ 250.00
over 1,000 km	\$ 325.00

The mileage shall be computed from the project to the Employee's place of departure.

- 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 place of departure. Living Out 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 domicile, 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 cents (\$0.50) per 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 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 | \$0.50 per kilometre |
- 13.400** Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance amount of fifty cents (\$0.50) 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. Effective February 1, 2008 such amount shall increase to fifty-two cents (\$0.52) per road kilometre.
- 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

The Employer shall ensure that a telephone(s) is available, for emergency purposes, to all Employees at all times for

incoming and outgoing messages. The Employer shall also ensure that all incoming messages are relayed immediately.

14.300 Drinking Water and Salt Tablets

If running tap water is not available to Employees, cool drinking water in approved sanitary containers shall be provided by the Employer. Paper cups and salt tablets shall also be supplied.

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

14.500 Drug and Alcohol Policy

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

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.

ARTICLE 15.000

Article 15.000 of this Agreement contains no provisions.

ARTICLE 16.000 - GRIEVANCE PROCEDURE

16.100 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.

16.200 Time Limits

16.201 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.

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

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 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.

16.301 Step No. 1

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

16.302 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.

16.303 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.

16.304 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.

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 Industrial 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 and the Yukon Territories.

17.300 Savings Clause

17.301 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.

17.302 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 17.301, 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.

17.400 Enabling

17.401 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).

17.402 Notwithstanding Article 17.401 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.

17.500 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 Commercial/Institutional 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 Commercial/Institutional 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 the BCYT Fund, but the Mason Tenders Agreement requires an Employer contribution to the BCYT Fund, 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).

18.300 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 Foreman. 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

Signed this 20th day of January, 2009.

**SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC**

Clyde H. Scollan

Robert Noel

Signed this 15th day of January, 2009.

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

Mark N. Olsen

Bruce Ferguson

SCHEDULE "A"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES

Refer to the Mason Tenders Standard ICI Agreement (May 1, 2000 to April 30, 2004) for the applicable minimum straight time hourly wage rates which applied on hours worked prior to May 1, 2006.

The wage rates listed in the following schedule are not inclusive of the twenty-five cents (\$0.25) per hour worked acid proof and refractory premium provided for within Article 3.203.

Projects Located Within Lower Mainland

	May 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	Apr. 1, 2010
Experienced Mason Tender	28.40	29.15	29.90	30.65	31.40
Inexperienced Mason Tender	27.90	28.65	29.40	30.15	30.90

Projects Located Outside Lower Mainland

	May 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	Apr. 1, 2010
Experienced Mason Tender	28.40	28.90	29.40	29.90	30.40
Inexperienced Mason Tender	27.90	28.40	28.90	29.40	29.90

SCHEDULE "B"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Refer to the Mason Tenders Standard ICI Agreement (May 1, 2000 to April 30, 2004) for the applicable Employer contributions and Employee deduction which applied on hours worked prior to May 1, 2006.

* Employer Contributions	May 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	Apr. 1, 2010
Health and Welfare Plan	1.92	1.92	2.00	2.07	2.17
Pension Plan	2.50	2.60	2.67	2.75	2.80
CSW Medical and Benefit Plan of BC	4.42	4.52	4.67	4.82	4.97
MCA of BC Fund	0.50	0.50	0.50	0.50	0.50
CSW Training Society Fund	0.35	0.35	0.35	0.35	0.35
Labourers Advancement Fund	0.40	0.45	0.45	0.45	0.45
Contract Administration Fund	0.13	0.13	0.13	0.13	0.13
BCYT Fund	0.10	0.10	0.10	0.10	0.10
Rehabilitation Fund	0.02	0.02	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01
* Total	5.94	6.09	6.24	6.39	6.54

** Employee Deductions	May 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	Apr. 1, 2010
** Union Dues	0.65	0.70	0.70	0.70	0.70

* All Employer Contributions are payable on a "per hours earned" basis.

** Union Dues are deductible on a "per hour earned" basis.

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 not 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, as examples: (i) manufacturing, (ii) production plants such as pulp mills, (iii) chemical plants, (iv) refineries, including the transmission facilities, (v) meter pumping, (vi) compressor stations, (vii) munitions plants, (viii) mines, (ix) power generating plants, (x) bulk loading terminals, (xi) dams, and (xii) breweries, etc.

The parties reserve the right to determine by mutual consent and prior to tender closing, any project not covered by the Industrial Construction definition which might fall within the category.

13. LIUNA

Laborers International Union of North America

14. Local Resident

A local resident shall be defined as any person residing within one hundred (100) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres, and who has resided at a permanent address for a period of forty-five (45) calendar days in any city, town, village or district where the work is being performed.

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.