

# **TILESETTERS STANDARD ICI AGREEMENT**

**By and Between:**

**International Union of Bricklayers and  
Allied Craftworkers (IUBAC) Local #2 BC**

**(Hereinafter referred to as the "Union")**

**And:**

**Construction Labour Relations Association of BC (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 - OBJECTS**

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The objects 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.

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**ARTICLE 2.000 - EFFECTIVE DATE AND DURATION**

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- 2.100** This Agreement shall be for the period from and including May 1, 2004, to and including April 30, 2010, and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30, 2010, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.
- 2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Collective Agreement.
- 2.300** The operation of Section 50(2) and Section 50(3) of the *Labour Relations Code* is hereby excluded in accordance with Section 50(4) of the *Labour Relations Code*.

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**ARTICLE 3.000 - WAGES AND PREMIUMS**

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**3.100 Wages**

The schedule of minimum straight time hourly wage rates provided for within Schedule "A" shall apply to all ICI projects. Wages shall be paid at end of shift at least every two (2) weeks.

**3.200 Height Pay**

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 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.

**3.300 Underground Premium**

Any Employee working on an Industrial Construction project who is required to work underground shall receive a premium of ten percent (10%) over and above such Employee's otherwise applicable minimum straight time hourly wage rate on the project. Notwithstanding the foregoing, such premium shall not apply to work performed in the basement of a building and/or in an open ditch.

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**ARTICLE 4.000 - EMPLOYEE CLASSIFICATIONS**

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**4.100 Foremen**

- 4.101** If an Employer employs six (6) or more Employees on a project, such Employer shall designate one (1) of the Employees to act as an "A" Foreman. The minimum straight time hourly wage rate for an "A" Foreman shall be 115% of the applicable Journeyman with TQ minimum straight time hourly wage rate on the project.
- 4.102** If an Employer employs three (3) or more Employees on a project, such Employer shall designate one (1) of the Employees to act as a "B" Foreman. A "B" Foreman shall receive a premium of one dollar (\$1.00) per hour over and above the applicable Journeyman with TQ minimum straight time hourly wage rate on the project.

**4.200 Journeypersons**

**4.201 Journeyperson with TQ**

Notwithstanding any/all contrary provisions of this Agreement, a Journeyperson with TQ shall be defined as any member of the Union as of July 19, 2003 who has a valid Tilesetter TQ Certificate and/or any member of the Union who has successfully completed the Tilesetters Red Seal Program.

**4.202 New Journeyperson**

A New Journeyperson shall be defined as any Journeyperson who was not a member of the Union as of July 19, 2003. Notwithstanding the foregoing, any member of the Union who has successfully completed the Tilesetters Red Seal Program shall be classified as a Journeyperson with TQ.

**(a) Monetary Package**

The minimum straight time hourly wage rate for a New Journeyperson shall be eighty-five percent (85%) of the applicable Journeyperson with TQ minimum straight time hourly wage rate on the project. The Employer Welfare Plan contribution, the Employer Pension Plan contribution, and the Employee Pension Plan deduction shall not be required on behalf of a New Journeyperson during the first thirty (30) days of employment. All other Employer contributions and Employee deductions shall apply.

**(b) Identification**

The Union shall supply CLR with a list of all individuals who were Union members as of July 19, 2003. Such list shall be provided no later than August 18, 2003. The Union shall also cooperate with Employers to ensure that the proper classification status of an Employee is made known at time of hire and/or dispatch.

**4.203 Journeyperson without TQ**

A Journeyperson without TQ shall be defined as any Journeyperson who was a member of the Union as of July 19, 2003 and does not have a valid Tilesetter TQ Certificate.

**(a) Monetary Package**

The minimum straight time hourly wage rate for a Journeyperson without TQ shall be eighty-five percent (85%) of the applicable Journeyperson with TQ minimum straight time hourly wage rate on the project. All Employer contributions and Employee deductions shall apply.

**(b) Exemptions**

The Union, on behalf of a Journeyperson without TQ who believes an appropriate and justifiable reason exists for their not having a valid Tilesetter TQ Certificate, may at any time make application to the TJAC for such individual to be exempt from Article 4.203. The conditions and guidelines provided within Articles 7.303 and 7.304 of the Tilesetters Standard ICI Agreement (May 1, 2000 to April 30, 2004) shall apply to the exemption review process.

**4.300 Improvers**

**4.301 Monetary Package**

The minimum straight time hourly wage rate for an Improver shall be eighty-five percent (85%) of the applicable Journeyperson with TQ minimum straight time hourly wage rate on the project. All Employer contributions and Employee deductions shall apply.

**4.302 Scope of Work**

- (a) Improvers shall assist Journeypersons with TQ, New Journeypersons and/or Journeypersons without TQ with the cleaning, cutting and grouting of tile work. If a Journeyperson with TQ, New Journeyperson and/or Journeyperson without TQ requests an Improver to clean tools, such cleaning shall be done during scheduled working hours prior to the end of shift.
- (b) Improvers shall perform the handling or movement of all equipment and allied materials. The handling or movement of all tile materials shall be performed by a member of the Union, regardless of whether or not there is an Improver working on the project.

**4.400 Apprentices**

The Union shall regulate the apprenticeship program, but shall not have the authority to institute rules and/or regulations and/or restrictions which are inconsistent with this Agreement and/or the Tilesetters Red Seal Program.

**4.401 Monetary Package**

- (a) The minimum straight time hourly wage rate for an Apprentice shall be determined as a percentage of the applicable Journeyperson with TQ minimum straight time hourly wage rate on the project. Refer to Article 4.402 for corresponding percentages.
- (b) All Employer contributions and Employee deductions shall apply. Notwithstanding the foregoing, the applicable Employer Pension Plan contribution does vary according to the term of apprenticeship. Refer to Schedules "B1", "B2" and "B3" for details.

**4.402 Classification and Recruitment**

- (a) The Apprentice classification shall consist of the following sub classifications.
 

A6 (6 <sup>th</sup> Term)	Apprentice	(90%)	sixth six (6) months of work
A5 (5 <sup>th</sup> Term)	Apprentice	(80%)	fifth six (6) months of work
A4 (4 <sup>th</sup> Term)	Apprentice	(70%)	fourth six (6) months of work
A3 (3 <sup>rd</sup> Term)	Apprentice	(65%)	third six (6) months of work
A2 (2 <sup>nd</sup> Term)	Apprentice	(60%)	second six (6) months of work
A1 (1 <sup>st</sup> Term)	Apprentice	(55%)	first six (6) months of work
- (b) All new Apprentices shall be classified as an A1 (1<sup>st</sup> Term) Apprentice. Wherever possible, new Apprentices shall be recruited from the ranks of Pre-Apprentices.
- (c) The Union shall retain final authority to approve all applications for apprenticeship, and such approval shall be granted at the Union's discretion.
- (d) All indentures shall be executed in triplicate. The original copy shall be given to the Apprentice, the second copy shall be retained by the Employer, and the third copy shall be filed with the Union.

**4.403 Training**

The Tilesetters Red Seal Program shall supercede any/all contrary provisions of Article 4.403.

- (a) Apprentices shall serve a three (3) year period of continuous employment at the tile trade, including school instruction if provided. The first three (3) months of such period shall be a probationary period.
- (b) Apprentices shall be given a thorough training in all aspects of the trade pertaining to the preparation for, layout of, and setting of all work.
- (c) Apprentices shall work a minimum of one (1) year setting tile under the supervision of a Journeyperson with TQ, New Journeyperson and/or Journeyperson without TQ. Violations of this Article shall be

reviewed by the TJAC.

- (d) Upon completion of the Tilesetters Red Seal Program, the Apprentice shall be reclassified as a Journeyman with TQ.

**4.404 Apprentice Log Book**

- (a) An Apprentice Log Book shall be developed in which the Apprentice shall maintain an accurate record of his employment hourly work functions, and such Log Book shall include space for verification by a Journeyman with TQ, New Journeyman and/or Journeyman without TQ, as well as by the Employer.
- (b) Apprentices shall ensure their Log Book is complete and up-to-date. Such Log Book shall be reviewed periodically by the Union, and shall be used to determine whether or not the Apprentice is receiving training in accordance with the apprenticeship program.

**4.405 Employment Ratios**

An Employer shall be permitted to employ one (1) Apprentice for each two (2) Journeymen with TQ and/or New Journeymen and/or Journeymen without TQ employed. Such ratio shall be calculated on a company wide basis.

**4.500 Pre-Apprentices**

The parties have agreed to establish a Pre-Apprentice classification within this Agreement for work on ICI projects. The parties have further agreed that the following provisions shall be those which apply to such classification. Such provisions shall govern all conditions of work for a Pre-Apprentice. No other restrictions shall apply.

**4.501 Monetary Package**

- (a) The minimum straight time hourly wage rate for a Pre-Apprentice shall be ten dollars (\$10.00) per hour. All Employer contributions and Employee deductions shall apply, except as otherwise provided below.
  - (i) Neither the Employer Pension Plan contribution nor the Employee Pension Plan deduction shall be required on behalf of a Pre-Apprentice.
  - (ii) A Pre-Apprentice shall not be eligible to participate in the Bricklayers and Masons Welfare Plan until six (6) months after date of hire. During this period, the Employer Welfare Plan contribution shall not be required on behalf of a Pre-Apprentice.

**4.502 Advancement**

A Pre-Apprentice may advance to the classification of an Apprentice, or alternatively to the classification of an Improver, upon the recommendation of the Union and the Employer.

**4.503 Union Membership**

A Pre-Apprentice shall become a Union member upon hire, and the Union shall charge a Pre-Apprentice no more than one hundred dollars (\$100.00) as a Union membership fee.

**ARTICLE 5.000 - MONTHLY REMITTANCES AND RATE CALCULATIONS**

**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 11.300, 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 also 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 Inspection of Employer Records**

- 5.301 The Trustees of either of the Union Benefit Plans may, with the agreement of the TJAC, appoint an independent accounting firm to inspect the payroll and monthly remittance records of a delinquent Employer. Notwithstanding the foregoing, only Employer records for the immediately preceding twelve (12) month period shall be subject to inspection.
- 5.302 Such inspection shall take place during regular working hours and the results shall be reported to the various Plans, Funds, Organizations, etc. in respect of which Employer contributions and/or Employee deductions are required in accordance with this Agreement.
- 5.303 In the event such inspection reveals that the Employer did not properly remit any/all Employer contributions and/or Employee deductions required in accordance with this Agreement, the Employer shall, at the

direction of the Trustees, be required to remit all outstanding Employer contributions and/or Employee deductions, and/or reimburse the respective Union Benefit Plan for the cost of the inspection.

**5.304** Refer also to Article 5.104.

**5.400 Wage Security Bond**

Refer to Appendix “C”.

**ARTICLE 6.000 - UNION BENEFIT PLANS**

Refer to the Tilesetters Standard ICI Agreement (May 1, 2000 to April 30, 2004) for the applicable Employer contributions for all hours worked prior to October 31, 2005.

**6.100 Administration**

**6.101** The Bricklayers and Masons Welfare Plan shall be administered by a Board of Trustees consisting of four (4) representatives appointed by the MCA of BC and four (4) representatives appointed by the Union. The Employers signatory to this Agreement hereby delegate all rights to representation on the Board of Trustees to the MCA of BC.

**6.102** The Pension Plan shall be administered by a Board of Trustees appointed by the Union.

**6.200 Bricklayers and Masons Welfare Plan**

The Employer shall contribute the required amount(s) to the Bricklayers and Masons Welfare Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules “B1”, “B2” and “B3” attached hereto.

**6.300 Pension Plan**

**6.301** The Employer shall contribute the required amount(s) to the Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules “B1”, “B2” and “B3” attached hereto. The Employer shall annually issue to each Employee, on his T-4 slip, a statement of contributions made to the Pension Plan on behalf of such Employee.

**6.302** The Employer shall process an Employee Pension Plan deduction for the required amount(s) in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules “B1”, “B2” and “B3” attached hereto.

**ARTICLE 7.000 - UNION DUES, PERMIT FEES AND REPRESENTATIVES**

**7.100 Union Dues**

The Employer shall deduct 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 Schedules “B1”, “B2” and “B3”.

**7.200 Union Permit Fees**

The Union retains the right to direct Employers to deduct a monthly permit fee from the pay cheque of any/all Employees working for such Employer under the terms of a Union permit, as opposed to Union membership. The amount of such permit fee shall be sixty dollars (\$60.00) per month, unless otherwise adjusted by the Union. Appropriate notice shall be given CLR and signatory Employers upon any adjustment to the amount of the monthly permit fee.



**7.300 Union Representatives**

- 7.301** 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.
- 7.302** Job Stewards shall be recognized on all projects and 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.

**ARTICLE 8.000 - INDUSTRY FUNDS**

Refer to the Tilesetters Standard ICI Agreement (May 1, 2000 to April 30, 2004) for the applicable Employer contributions for all hours worked prior to October 31, 2005.

**8.100 Tilesetters Union Promotion Fund**

Effective October 31, 2005 the Employer shall contribute twenty-two cents (\$0.22) per hour worked to the Tilesetters Union Promotion Fund in the manner set forth in Article 5.000. Notwithstanding the foregoing, the minimum monthly Employer contribution to the Tilesetters Union Promotion Fund shall be twenty four dollars (\$24.00). The Tilesetters Union Promotion Fund shall be used exclusively for the purpose of industry related education, training, research and/or promotion. Refer to the Tilesetters Standard ICI Agreement (May 1, 2000 to April 30, 2004) for the applicable Employer contributions for hours worked prior to October 31, 2005.

**8.200 Contract Administration Fund**

**8.201 Employer Contribution**

- (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. Notwithstanding the foregoing, the minimum monthly Employer contribution to the Contract Administration Fund shall be twenty four dollars (\$24.00).
- (b)** Any cost incurred by the Union 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.

**8.202 Union Collection and Payment**

- (a)** 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.
- (b)** 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 form which shall include at least the following information for each Employer from whom contributions were collected:
  - name of Employer,
  - number of contribution hours,
  - total contribution amount, and
  - period for which contributions were payable.
- (c)** The Union shall be entitled to deduct an amount equal to six percent (6%) of the total collected Employer contributions to the Contract Administration Fund to cover administration costs, prior to forwarding such contributions to CLR. The amount of such deduction shall also be included on the form provided for in Article 8.202 (b).
- (d)** A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.

**8.300 Rehabilitation Plan**

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

**8.400 Jurisdictional Assignment Plan (JAP)**

The Employer shall contribute one cent (\$0.01) per hour worked to Jurisdictional Assignment Plan (JAP) in the manner set forth in Article 5.000. The JAP, as agreed to by and between the BCYT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAP, the Union will 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 noncompliance with the Umpire's ruling for the period subsequent to the ruling.

**8.500 BCBCBTU Fund**

The Employer shall contribute one cent (\$0.01) per hour worked to the BCBCBTU Fund in the manner set forth in Article 5.000. Notwithstanding the foregoing, such requirement shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

**8.600 BCYT Fund**

The Employer shall deduct ten cents (\$0.10) per hour worked from each Employee's pay cheque, and shall remit such deduction to the BCYT Fund 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. On Industrial projects the starting and stopping times shall be at the tool lock-up, or on non Camp projects, the lunchroom.

**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 Journeyperson who is employed on an afternoon or night shift. The minimum

straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

Afternoon Shift: The applicable minimum straight time hourly wage rate shall be increased by seven percent (7.0%) for each 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.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent (16.0%) for each 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.

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) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable minimum straight time hourly wage rate.

**9.203 Statutory Holidays**

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 Inclement Weather Reporting Time**

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

**9.400 Overtime**

**9.401 Definition**

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

**9.402 Premiums**

- (a) The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) (i) The first eight (8) hours of overtime on Saturdays shall be paid at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
- (ii) Notwithstanding Article 9.402 (b) (i), on Industrial Construction projects only, all overtime on Saturdays shall be paid at double time where the preponderance of other trades working on the project are signatory to Building Trade Union collective agreements and such agreements provide for double time overtime on Saturdays.
- (iii) All other overtime, and all overtime on Sundays and Statutory Holidays shall be paid at double time.

**9.500 Meal Breaks and Rest Periods**

**9.501 Meal Breaks**

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

**9.502 Rest Periods**

- (a) Two (2) rest periods of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest period of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours.
- (b) Notwithstanding Article 9.502 (a), only two (2) rest periods shall be provided on a scheduled shift of ten (10) hours, however each such rest period shall be of fifteen (15) minutes duration.
- (c) Rest periods shall be taken at a location determined by mutual agreement between the Employer and the Employees.

**ARTICLE 10.000 - ANNUAL VACATION AND STATUTORY HOLIDAYS**

**10.100 Annual Vacation Pay and Statutory Holiday Pay**

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

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

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

**10.200 Annual Vacation**

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

**10.300 Statutory Holidays**

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

**10.301** New Year's Day, Heritage Day (3<sup>rd</sup> 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** Notwithstanding Article 10.301, on Commercial/Institutional projects, Heritage Day (3<sup>rd</sup> Monday in February) and the Friday preceding Labour Day may be floated, and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.

**10.303 (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. No work shall be performed on Labour Day.

**ARTICLE 11.000 - HIRING AND UNION SECURITY**

**11.100 Hiring**

**11.101 Productivity**

The Union acknowledges that a qualified and competent labour force, capable of performing at a satisfactory level of productivity, is required by the Employer in order to compete successfully against other contractors engaged in the tilesetting industry who are operating in the open shop sector. The Union further acknowledges that all Employees are expected to perform at a level of productivity satisfactory to their Employer. As a result, the Union shall ensure that a qualified, competent, and productive labour force is readily available to all signatory Employers, and shall work with such Employers via the TJAC to increase the overall skills and productivity of Union members. Refer also to Article 15.500.

**11.102 Name Request**

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

**11.103 Union Membership**

- (a) All Employees must be a member of the Union. Any Employee cleared through the Union and working on a temporary basis shall be laid off when a Union member(s) is available or when economically possible.
- (b) Notwithstanding Article 11.103 (a), in the event competent and acceptable Union members are not available for dispatch, the Employer shall have the right to employ such other workers as the Employer wishes. Such workers shall receive a clearance from the Union prior to commencing work, and such clearance shall not be unreasonably withheld.

**11.200 Union Contracting**

The Union shall not permit its members to work for any Employer who is not signatory to this Agreement. In addition, neither the Union itself, nor Union members who are Employees of a signatory Employer, shall contract for work in the province of BC.

**11.300 Withdrawal of Labour**

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

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

**11.302** 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.

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

**11.304** Refer also to Article 5.104.

**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. Refer also to Article 12.400. No additional payment or reimbursement for travel time or incurred expenses shall be required, except as otherwise specifically required within Article 12.100.

**(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 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 be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.

**12.200 Out of Town Accommodation**

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

**12.201 Commercial/Institutional Projects**

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

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

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

The amount of the daily lump sum LOA and daily meal allowance shall be as mutually agreed by the Union and the Employer on a “project by project” basis, or, at the Employer’s sole discretion, shall be as per the standard which applies to Industrial projects.

**12.202 Industrial Construction Projects**

**(a) 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.

If the Employer provided room is forty (40) road kilometres or less from the project, no daily travel allowance shall be paid. 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) road kilometre boundary. Refer also to Article 12.400.

**(b) Camp Accommodation**

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

**(ii)** Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided Employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the Employee.



**(c) Weekend Checkout**

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

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

**(d) 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.

**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 own vehicle to travel from his 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 own vehicle to travel from his 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.

**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 Accident Prevention**

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

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

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

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

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

- (a) Certifications:** Employees shall be responsible for ensuring they possess all required certifications (eg. Workplace Hazardous Materials Information System training, Record of Hearing Test, etc.) and that such certifications are valid. Proof of such certifications shall be provided to the Employer upon request.
- (b) Personal Protective Equipment:** Employees shall be responsible for personally providing and utilizing the following, as required under regulations imposed by the WorkSafeBC, and/or any other such body (i.e. Federal, Provincial, or Municipal Governments, etc.), having the authority to enact same:
  - (i)** clothing suitable for protection against the natural elements to which they may be exposed, and
  - (ii)** all such personal protective equipment generally regarded as being the responsibility of the Employee. Such personal protective equipment shall include, but not be limited to, Canadian Standards Association (CSA) approved: gloves, safety headgear, and steel toed safety footwear complete with above ankle support.
  - (iii)** The Employer shall be responsible for supplying appropriate gloves and protective clothing to Employees working with epoxy.
  - (iv)** The Employer shall be responsible for supplying proper protective gear to Employees working with toxic and dangerous materials and tools.

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

**14.500 Tools**

**14.501** All Employees with the exception of Pre-Apprentices shall be required to supply the ordinary tools of the trade. Such tools shall include, as a minimum requirement, the following:

10" Wood float	3 Notched trowels	Beating block
Chalk line	Chipping hammer	Claw hammer
Compass scribe	Dividers	Flat trowel
Gauging trowel	Hack saw	Hand saw
Hawk	Measuring tape	Nippers
One man water level	Patching chisels	Plumb bob
Pointing trowel	Rubber trowel	Rubber mallet
Rubbing stone	Scratcher	Scribe
Scrub brush	Spirit level	Steel square
Tile cutter No. 2A	Tin snips	Water brush

**14.502** The Employer shall be responsible for replacing, as required, worn out cutting and/or mini grinder wheels, providing each such worn out wheel is given back to the Employer in exchange. Employees shall not use cutting and/or mini grinder wheels which have been supplied by the Employer for personal use, other than on a casual basis, and the Employer shall not be responsible for replacing any such wheels which have been used in this manner.

**14.503** An Employee shall not suffer any lost wages as a result of the Employer having made arrangements for the transportation of the Employee's tools to a project, if such tools are subsequently not available to the Employee for any reason as a result of a transportation delay or mishap. Tool transportation costs are the responsibility of the Employer.

**14.600 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.

**ARTICLE 15.000 - TILESETTERS JOINT ADVISORY COMMITTEE (TJAC)**

**15.100 Formation**

**15.101** A Tilesetters Joint Advisory Committee (TJAC) shall be established and maintained. The TJAC shall consist of four (4) representatives, who shall be appointed as follows.

(a) The Union shall appoint two (2) representatives, each of whom shall be a member of the Union.

(b) CLR shall appoint two (2) representatives, one (1) of whom shall be Employers signatory to this Agreement and one (1) of whom shall be a representative of CLR.

**15.102** All members of the TJAC shall be empowered with the same rights and responsibilities.

**15.200 Quorum**

The TJAC shall meet as required by either party. At such meeting a minimum of one (1) Union representative and one (1) Employer representative shall be required to constitute a quorum.

**15.300 TJAC Co-Chairs**

**15.301** The Union representatives shall select one (1) from their group to act as TJAC Co-Chair, and the Employer representatives shall select one (1) from their group to do likewise. The Union Co-Chair shall chair all TJAC meetings which are held in odd numbered years, while the Employer Co-Chair shall chair all TJAC meetings which are held in even numbered years.

**15.302** The Co-Chairs shall be empowered to make administrative decisions without the need for a formal TJAC meeting, providing that such decisions are reached only after consultation by each Co-Chair with their respective representatives, and are then put into writing and signed.

**15.400 Purpose**

The TJAC shall have the power, authority and duty on behalf of all parties signatory to this Agreement to promote the trade and industry by such rules and regulations not related to labour relations as the TJAC may deem expedient.

**15.500 Productivity**

**15.501** The parties signatory to this Agreement recognize that in the interest of preserving and expanding employment opportunities they have a mutual obligation to consider steps to maintain a standard of productivity in order that the tilesetting industry can pay the wages and fringe benefits stipulated under the terms of this Agreement.

**15.502** To further this objective, the TJAC may institute a sub-committee consisting of an equal number of Employer representatives and Union representatives to make recommendations for the improvement of productivity. Such recommendations may include, but shall not be limited to conducting classes, seminars, and/or clinics, regarding new installation procedures.

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**ARTICLE 16.000 - GRIEVANCE PROCEDURE**

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**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 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 2**

If the grievance is not resolved in accordance with Step 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 3 - Arbitration Board**

If the grievance is not resolved in accordance with Step 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 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 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 4 - Alternatives**

Notwithstanding Step 3, if the grievance is not resolved in accordance with Step 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) Refer the grievance to the TJAC, with the TJAC resolution procedure (i.e. scheduling, representation, voting, etc.) to be established in advance by mutual agreement of the parties, or
- (b) Appoint a single arbitrator, with all applicable terms and conditions pursuant to an Arbitration Board as provided for in Step 3, to apply, and with such single arbitrator to be selected by mutual agreement of the parties.
- (c) If the parties are unable to reach a mutual agreement to proceed in accordance with either Step 4 (a) or (b), within three (3) working days or such longer time as the parties may mutually agree, the parties shall immediately proceed in accordance with Step 3.

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**ARTICLE 17.000 - EXTENT OF AGREEMENT**

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**17.100 Trade Jurisdiction and Scope of Work**

Notwithstanding Appendix “B”, 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 More Favourable Terms**

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

**17.400 Other Agreements Governing Scope of Work**

**17.401 Copies of Agreement(s)**

- (a) The Union shall provide CLR with a true and complete copy of any Agreement, other than this Agreement, which the Union may enter into with an individual Employer or group of Employers, regardless of whether or not such Employer(s) is/are themselves a member of CLR. The Union shall also provide CLR with a list of all Employers signatory to such other Agreement(s).
- (b) Such copy(s) and list(s) shall be provided to CLR within five (5) working days of such an Agreement(s) being signed by the Employer, or, in the event such an Agreement(s) currently exists, shall be provided to CLR within (5) working days of the Union signing this Agreement.
- (c) Articles 17.401 (a) and (b), shall apply only to such other Agreements, (i.e. Standard, Industrial, Commercial, Institutional, Residential, Project, Enabling, or combination thereof, etc.) which, in whole or in part, govern the performance of work also covered by the terms of this Agreement.

**17.402 Confirmation of Signatory Contractors**

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

**17.500 Savings Clause**

- 17.501 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 17.502 In the event that any Article or Section is held invalid, or enforcement of, or compliance with which has been restrained in accordance with Article 17.501, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

**17.600 Enabling**

- 17.601 The Union Business Manager, in conjunction with Employers signatory to this Agreement, may determine, on a "project by project" and/or "blanket enabling" basis, if special dispensation is required to become competitive, and should the necessity arise, may, by mutual agreement, and in writing, amend or delete any terms or conditions of this Agreement for the duration of the project(s).
- 17.602 Notwithstanding Article 17.601 and/or any/all contrary provisions of this Agreement, joint Industry Funds negotiated between the BCBCBTU and CLR (i.e. Rehabilitation Fund, etc.), and/or individual dues to umbrella organizations, shall not be subject to reduction and/or elimination via enabling without the prior written consent of the BCBCBTU and CLR.

**17.700 Registration**

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

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**ARTICLE 18.000 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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**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 Working Partners**

**18.201** Only one (1) Partner, Shareholder, and/or Principal of an Employer may work with the tools of the trade. Any additional Partners, Shareholders, and/or Principals of such Employer who work with the tools of the trade shall be classified as an Employee, and as such must be a member in good standing of the Union.

**18.202** All Employer contributions required in accordance with this Agreement, with the exception of the Employer Pension Plan contribution, shall be made by the Employer on behalf of such additional Partners, Shareholders, and/or Principals defined in Article 18.201. Such contributions shall be made on a minimum of one hundred forty (140) hours per month, or total hours worked, whichever is greater. Contributions to the Pension Plan may also be made at the option of the Employer.

**SIGNATURE OF PARTIES**

Dated this 13<sup>th</sup> day of June, 2007.

Dated this 4<sup>th</sup> day of June, 2007.

Signed on behalf of:  
Construction Labour Relations Association of BC

Signed on behalf of:  
International Union of Bricklayers and Allied  
Craftworkers Local #2 BC

Clyde Scollan

Rob Tuzzi

Dale Bekar

G. Zecchini



**SCHEDULE "A"  
SCHEDULE OF MINIMUM STRAIGHT TIME HOURLY WAGE RATES**

<b>EMPLOYEE CLASSIFICATION</b>	<b>PROJECTS LOCATED WITHIN THE LOWER MAINLAND</b>					<b>PROJECTS LOCATED OUTSIDE THE LOWER MAINLAND</b>				
	<b>EFFECTIVE DATE</b>					<b>EFFECTIVE DATE</b>				
	<b>Oct. 31, 2005</b>	<b>May 1, 2006</b>	<b>May 1, 2007</b>	<b>May 1, 2008</b>	<b>May 1, 2009</b>	<b>Oct. 31, 2005</b>	<b>May 1, 2006</b>	<b>May 1, 2007</b>	<b>May 1, 2008</b>	<b>May 1, 2009</b>
"A" Foreman (115%)	\$31.34	\$32.49	\$33.35	\$34.21	\$35.08	\$30.19	\$31.34	\$32.20	\$33.06	\$33.93
"B" Foreman (+ \$1.00)	\$28.25	\$29.25	\$30.00	\$30.75	\$31.50	\$27.25	\$28.25	\$29.00	\$29.75	\$30.50
Journeyman with TQ	\$27.25	\$28.25	\$29.00	\$29.75	\$30.50	\$26.25	\$27.25	\$28.00	\$28.75	\$29.50
Journeyman without TQ (85%)	\$23.16	\$24.01	\$24.65	\$25.29	\$25.93	\$22.31	\$23.16	\$23.80	\$24.44	\$25.08
New Journeyman (85%)	\$23.16	\$24.01	\$24.65	\$25.29	\$25.93	\$22.31	\$23.16	\$23.80	\$24.44	\$25.08
Improver (85%)	\$23.16	\$24.01	\$24.65	\$25.29	\$25.93	\$22.31	\$23.16	\$23.80	\$24.44	\$25.08
A6 (6 <sup>th</sup> Term) Apprentice (90%)	\$24.53	\$25.43	\$26.10	\$26.78	\$27.45	\$23.63	\$24.53	\$25.20	\$25.88	\$26.55
A5 (5 <sup>th</sup> Term) Apprentice (80%)	\$21.80	\$22.60	\$23.20	\$23.80	\$24.40	\$21.00	\$21.80	\$22.40	\$23.00	\$23.60
A4 (4 <sup>th</sup> Term) Apprentice (70%)	\$19.08	\$19.78	\$20.30	\$20.83	\$21.35	\$18.38	\$19.08	\$19.60	\$20.13	\$20.65
A3 (3 <sup>rd</sup> Term) Apprentice (65%)	\$17.71	\$18.36	\$18.85	\$19.34	\$19.83	\$17.06	\$17.71	\$18.20	\$18.69	\$19.18
A2 (2 <sup>nd</sup> Term) Apprentice (60%)	\$16.35	\$16.95	\$17.40	\$17.85	\$18.30	\$15.75	\$16.35	\$16.80	\$17.25	\$17.70
A1 (1 <sup>st</sup> Term) Apprentice (55%)	\$14.99	\$15.54	\$15.95	\$16.36	\$16.78	\$14.44	\$14.99	\$15.40	\$15.81	\$16.23
Pre-Apprentice	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

**SCHEDULE "B1"  
SCHEDULE OF EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS  
EFFECTIVE: MAY 1, 2006**

**Column #1** • Foremen  
• Journeypersons with TQ  
• Journeypersons without TQ  
• Improvers  
• New Journeyperson  
(only after first 30 days of employment)

**Column #5** • A4 (4<sup>th</sup> Term) Apprentice

**Column #6** • A3 (3<sup>rd</sup> Term) Apprentice

**Column #7** • A2 (2<sup>nd</sup> Term) Apprentice  
• A1 (1<sup>st</sup> Term) Apprentice

**Column #2** • New Journeypersons  
(only during first 30 days of employment)

**Column #8** • Pre-Apprentice  
(only after first 6 months of employment)

**Column #3** • A6 (6<sup>th</sup> Term) Apprentice

**Column #9** • Pre-Apprentice  
(only during first 6 months of employment)

**Column #4** • A5 (5<sup>th</sup> Term) Apprentice

<b>EMPLOYER CONTRIBUTIONS (Payable on the basis of "hours worked".)</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
* Bricklayers and Masons Welfare Plan	\$2.50	<del>X</del>	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	<del>X</del>
Pension Plan	\$0.80	<del>X</del>	\$0.72	\$0.64	\$0.56	\$0.52	<del>X</del>	<del>X</del>	<del>X</del>
Tiles setters Union Promotion Fund	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22
Contract Administration Fund	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Rehabilitation Plan	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Jurisdictional Assignment Plan	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
BCBCBTU Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
<b>TOTAL CONTRIBUTIONS</b>	<b>\$3.69</b>	<b>\$0.39</b>	<b>\$3.61</b>	<b>\$3.53</b>	<b>\$3.45</b>	<b>\$3.41</b>	<b>\$2.89</b>	<b>\$2.89</b>	<b>\$0.39</b>

<b>EMPLOYEE DEDUCTIONS - HOURLY (Deductible on the basis of "hours worked".)</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
Pension Plan	\$0.80	<del>X</del>	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	<del>X</del>
BCYT Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
<b>TOTAL HOURLY DEDUCTIONS</b>	<b>\$0.90</b>	<b>\$0.10</b>	<b>\$0.90</b>	<b>\$0.90</b>	<b>\$0.90</b>	<b>\$0.90</b>	<b>\$0.90</b>	<b>\$0.90</b>	<b>\$0.10</b>

<b>EMPLOYEE DEDUCTIONS - UNION DUES</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
Hourly Field Dues	2.5% of Gross Earnings (inclusive of annual vacation and statutory holiday pay)								
Monthly Counter Dues	\$20.00 per month								

\* The Employer contribution to the Welfare Plan for all hours worked prior to May 1, 2006 was \$2.25 per hour.

**SCHEDULE "B2"  
SCHEDULE OF EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS  
EFFECTIVE: MAY 1, 2007**

**Column #1**

- Foremen
- Journeypersons with TQ
- Journeypersons without TQ
- Improvers
- New Journeyperson  
(only after first 30 days of employment)

**Column #5** • A4 (4<sup>th</sup> Term) Apprentice

**Column #6** • A3 (3<sup>rd</sup> Term) Apprentice

**Column #7**

- A2 (2<sup>nd</sup> Term) Apprentice
- A1 (1<sup>st</sup> Term) Apprentice

**Column #2**

- New Journeypersons  
(only during first 30 days of employment)

**Column #8** • Pre-Apprentice  
(only after first 6 months of employment)

**Column #3** • A6 (6<sup>th</sup> Term) Apprentice

**Column #9** • Pre-Apprentice  
(only during first 6 months of employment)

**Column #4** • A5 (5<sup>th</sup> Term) Apprentice

<b>EMPLOYER CONTRIBUTIONS (Payable on the basis of "hours worked".)</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
Bricklayers and Masons Welfare Plan	\$2.50	<del> </del>	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	<del> </del>
Pension Plan	\$0.80	<del> </del>	\$0.72	\$0.64	\$0.56	\$0.52	<del> </del>	<del> </del>	<del> </del>
Tilesetters Union Promotion Fund	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22
Contract Administration Fund	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Rehabilitation Plan	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Jurisdictional Assignment Plan	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
BCBCBTU Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
<b>TOTAL CONTRIBUTIONS</b>	<b>\$3.69</b>	<b>\$0.39</b>	<b>\$3.61</b>	<b>\$3.53</b>	<b>\$3.45</b>	<b>\$3.41</b>	<b>\$2.89</b>	<b>\$2.89</b>	<b>\$0.39</b>

<b>EMPLOYEE DEDUCTIONS - HOURLY (Deductible on the basis of "hours worked".)</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
Pension Plan	\$1.30	<del> </del>	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	\$1.30	<del> </del>
BCYT Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
<b>TOTAL HOURLY DEDUCTIONS</b>	<b>\$1.40</b>	<b>\$0.10</b>	<b>\$1.40</b>	<b>\$1.40</b>	<b>\$1.40</b>	<b>\$1.40</b>	<b>\$1.40</b>	<b>\$1.40</b>	<b>\$0.10</b>

<b>EMPLOYEE DEDUCTIONS - UNION DUES</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
Hourly Field Dues	2.5% of Gross Earnings (inclusive of annual vacation and statutory holiday pay)								
Monthly Counter Dues	\$20.00 per month								

**SCHEDULE "B3"  
SCHEDULE OF EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS  
EFFECTIVE: MAY 1, 2008**

**Column #1**

- Foremen
- Journeypersons with TQ
- Journeypersons without TQ
- Improvers
- New Journeyperson  
(only after first 30 days of employment)

**Column #5** • A4 (4<sup>th</sup> Term) Apprentice

**Column #6** • A3 (3<sup>rd</sup> Term) Apprentice

**Column #7**

- A2 (2<sup>nd</sup> Term) Apprentice
- A1 (1<sup>st</sup> Term) Apprentice

**Column #2**

- New Journeypersons  
(only during first 30 days of employment)

**Column #8**

- Pre-Apprentice  
(only after first 6 months of employment)

**Column #3** • A6 (6<sup>th</sup> Term) Apprentice

**Column #9**

- Pre-Apprentice  
(only during first 6 months of employment)

**Column #4** • A5 (5<sup>th</sup> Term) Apprentice

<b>EMPLOYER CONTRIBUTIONS (Payable on the basis of "hours worked".)</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
Bricklayers and Masons Welfare Plan	\$2.50	<del> </del>	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	<del> </del>
Pension Plan	\$0.80	<del> </del>	\$0.72	\$0.64	\$0.56	\$0.52	<del> </del>	<del> </del>	<del> </del>
Tilesetters Union Promotion Fund	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22	\$0.22
Contract Administration Fund	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Rehabilitation Plan	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Jurisdictional Assignment Plan	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
BCBCBTU Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
<b>TOTAL CONTRIBUTIONS</b>	<b>\$3.69</b>	<b>\$0.39</b>	<b>\$3.61</b>	<b>\$3.53</b>	<b>\$3.45</b>	<b>\$3.41</b>	<b>\$2.89</b>	<b>\$2.89</b>	<b>\$0.39</b>

<b>EMPLOYEE DEDUCTIONS - HOURLY (Deductible on the basis of "hours worked".)</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
Pension Plan	\$1.80	<del> </del>	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	<del> </del>
BCYT Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
<b>TOTAL HOURLY DEDUCTIONS</b>	<b>\$1.90</b>	<b>\$0.10</b>	<b>\$1.90</b>	<b>\$1.90</b>	<b>\$1.90</b>	<b>\$1.90</b>	<b>\$1.90</b>	<b>\$1.90</b>	<b>\$0.10</b>

<b>EMPLOYEE DEDUCTIONS - UNION DUES</b>	#1	#2	#3	#4	#5	#6	#7	#8	#9
Hourly Field Dues	2.5% of Gross Earnings (inclusive of annual vacation and statutory holiday pay)								
Monthly Counter Dues	\$20.00 per month								

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**APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS (PAGE 1 OF 2)**

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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. 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.

**5. 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.

**6. 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.

**7. 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).

**8. Hours Worked**

- (a) 1 straight time hour = 1 hour worked
- (b) 1 time and one-half overtime hour = 1 hour worked
- (c) 1 double time overtime hour = 1 hour worked

**9. 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.

**10. IUBAC**

International Union of Bricklayers and Allied Craftworkers

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**APPENDIX “A” - DEFINITIONS AND ABBREVIATIONS (PAGE 2 OF 2)**

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**11. 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.

**12. 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.

**13. LRB**

British Columbia Labour Relations Board

**14. Out-Of-Town Project**

Any project to which an Employee does not travel daily from his 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 residence, and any project to which it is not cost effective for the Employer if the Employee travels daily from his residence, shall be defined as an out-of-town project.

**15. Tilesetter**

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

**16. TJAC**

Tilesetters Joint Advisory Committee

**17. Union**

IUBAC Local #2 BC and/or any other such IUBAC Local(s) as may be established whose membership performs ICI 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

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

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1. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds, or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brickwork or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble, composition, glass mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with the setting of all cement, brickwork, or other material required in connection with the above work; also the slabbing and fabrication and the erection and installation of same. The building, shaping, forming construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement plaster, mortar brickwork, ironwork, or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers, marble setters or stone masons work respectively.
2. The Parties agree the word "tile" refers to all burned clay products as used in the tile industry either glazed or unglazed and to all composition materials made up in single units up to 15" x 20" x 2", except quarry tiles larger than 9" x 9" x 1-1/4" thick, also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.
3. All terra cotta called unit tile in sizes of 6" x 12" or under regardless of method of installation, quarry tile 9" x 9" x 1-1/4" or less. Split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tilelayers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing and pointing of the above materials shall be the work of the craft installing the same.
4. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6" x 12" and less regardless of the method of installation. Where the preponderance of material to be installed comes within the provisions of this section and when there is also some material in excess of the sizes provided for in this section, the Tiler shall install all such materials.

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

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

- (1) Any Employer who has been signatory to the Tilesetters Standard ICI Agreement 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.



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**APPENDIX "D" - SIGNATORY EMPLOYERS**

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Austin's Terrazzo & Tile Contracting  
C & S Ceramic Tile Contractors  
Littler Floors Ltd.  
Metro Tile Company Limited  
Raeco (Western) Ltd.  
Star Tile Co. Ltd.