

# **TERRAZZO WORKERS STANDARD ICI AGREEMENT**

**By and Between:**

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

**And:**

**Construction Labour Relations  
Association of B.C. (CLR)**

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

\* Pursuant to the August 09, 2016 Letter of Agreement By and Between the BCBCBTU and CLR.

(the "Employer")

(collectively, the "Parties")

**May 01, 2016 to April 30, 2019**

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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, 2016, to and including April 30, 2019, 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, 2019, 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**

- 3.101** The schedule of minimum straight time hourly wage rates provided for within Schedule "A" shall apply to all projects governed by this Agreement. Wages shall be paid at the end of shift, at least every two (2) weeks. Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically via secure internet/email.
- 3.102** In the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- 3.103** Notwithstanding any/all contrary provisions contained within this Agreement, the Parties clarify that all payroll shall be processed in a manner consistent with CRA regulations.
- 3.104** 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 Monetary Package**

- 3.201** The following monetary package increases shall apply. The monetary package shall consist of wages, plus annual vacation and statutory holiday pay, plus Employer contribution to Union Benefit Plan, plus Employer contribution to Union Pension Plan. The Union retains the right to distribute such increases, at its discretion, between the above listed components of the monetary package only.
- 3.202** The portion of each increase which the Union allocates to the wages component of the monetary package shall be added to the Journey person classification and all other

classifications shall be recalculated thereafter in accordance with each respective corresponding percentage (i.e. FM @ 115%, A5 Apprentice@ 80%, etc.). As a result, the total monetary package increase for a Journeyperson shall be equal to the agreed upon increase, although the total monetary package increase for other employee classifications may ultimately total a greater or lesser amount, depending upon the Union's final allocation.

Schedules "A and B"

Effective May 1, 2017 \$0.25 per hour

Effective May 1, 2018 \$0.25 per hour

Effective April 1, 2019 wage re-opener

**3.300 Wage Re-opener**

The Parties shall meet no less than four (4) months prior to the effective date of the wage re-opener. However, if the Parties are unable to mutually agree on the outcome of the wage re-opener the matter shall be referred to binding interest arbitration.

The Parties agree that Mr. Vince Ready shall be the interest Arbitrator. However, in the event that Mr. Ready has retired or is not healthy enough to perform the duties of the interest Arbitrator, the Parties agree that Mr. Stan Lanyon shall be the interest Arbitrator.

Notwithstanding any contrary interpretation of the foregoing, the interest Arbitrator shall not have the right to reduce the monetary package of the Union. The outcome of the wage re-opener shall be determined sufficiently prior to the effective date of the wage re-opener so as to allow Employers to adjust payrolls in a timely manner.

**3.400 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.

**3.500 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 Terrazzo Mechanic 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 Terrazzo Mechanic minimum straight time hourly wage rate on the project.

**4.200 Terrazzo Mechanic**

A Terrazzo Mechanic shall be defined as any Employee who is qualified to perform all terrazzo related work outlined within both the National Occupational Analysis and Tilesetters Red Seal Program.

**4.300 Helper**

The minimum straight time hourly wage rate for a Helper shall be eighty-five percent (85%) of the applicable Terrazzo Mechanic minimum straight time hourly wage rate on the project. All Employer contributions and Employee deductions shall apply.

**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 Terrazzo Mechanic 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 contributions and Employee Pension Plan Deductions do vary according to the term of apprenticeship. Employer Pension contributions and Employee deductions are not required for A1 (1<sup>st</sup> term) and A2 (2<sup>nd</sup> term) Apprentices. Pension contributions on behalf of all other Apprentice classifications shall be pro-rated based on their applicable percentage. Refer to Schedule "B" 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 Terrazzo 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.
- (c) Apprentices shall work a minimum of one (1) year under the supervision of a Terrazzo Mechanic.
- (d) Upon completion of the Tilesetters Red Seal Program, the Apprentice shall be reclassified as a Terrazzo Mechanic.

**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 Terrazzo Mechanic, 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) Terrazzo Mechanics. 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 the minimum wage established by the Provincial Government in B.C. 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 a Helper, 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.

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

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**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 the Bricklayers and Masons Welfare Plan and Pension Fund may 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 Bricklayers and Masons Welfare Plan and Pension Fund for the cost of the inspection.

**5.304** Refer also Article 5.104.

**5.400 Wage Security Bond**

Refer to Appendix "C".

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**ARTICLE 6.000 - UNION BENEFIT PLANS**

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**6.100 Administration**

The Bricklayers and Masons Welfare Plan and Pension Fund 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.

**6.200 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 Schedule "B" attached hereto.



**6.300 Bricklayers and Masons Pension Fund**

- 6.301** The Employer shall contribute the required amount(s) to the Bricklayers and Masons Pension Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedule "B" 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 Fund 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 Schedule "B" attached hereto.

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

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**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 Schedule "B".

**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.

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**ARTICLE 8.000 - INDUSTRY FUNDS**

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- 8.100** The Employer shall deduct the amounts stipulated in schedule "B" for each hour worked from each employee's pay cheque, and shall remit such deductions to the following Union related funds in the manner set forth in Article 5.000 (BCYT Fund, Coalition of BC Building Trade Unions and Canadian Building Trades). Effective thirty (30) calendar days following receipt by CLR of written notice from the Union, the Union may redirect the existing Coalition of BC Building Trades employee deduction to SkillPlan, in which case all related language and Schedules shall be adjusted accordingly.

**8.200 Contract Administration Fund****8.201 Employer Contribution**

- (a) The Employer shall contribute the amounts stipulated in schedule "B" for each hour worked, inclusive of GST, to the Contract Administration Fund in the manner set forth in Article

5.000. CLR may alter this amount by providing the Union with sixty (60) calendar days' written notice.

- (b) 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 the amounts stipulated in schedule "B" for each hour worked to the Rehabilitation Plan in the manner set forth in Article 5.000.

#### **8.400 Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy)**

Effective November 26, 2017 the Employer shall contribute the amounts set out in schedule "B" for each hour worked to the D&A Policy in the manner set forth in Article 5.000.

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

#### **8.400 Jurisdictional Assignment Plan**

The Employer shall contribute the amounts stipulated in schedule "B" for each hour worked to the Jurisdictional Assignment Plan in the manner set forth in Article 5.000. The Jurisdictional Assignment Plan, 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 Jurisdictional Assignment Plan, 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 the amounts stipulated in schedule "B" for each 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.

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**ARTICLE 9.000 - HOURS OF WORK**

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**9.100 Shifts****9.101 Starting and Stopping**

- (a) The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion. Notwithstanding the foregoing, the starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of IUBAC members employed on such project.
- (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 8:00 am and 4:30 pm, with a one-half (½) hour mid-shift meal break. The regular work week shall be five (5) days, forty (40) hours, between 8:00 am Monday and 4:30 pm Friday.

**9.103 Shift Premiums**

Notwithstanding any contrary interpretation of the following Commercial/Institutional and Industrial Shift Premium schedule:

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

No shift premium shall be payable for work performed on a Saturday, Sunday or statutory holiday.

No holiday pay shall be payable on a shift premium.

Second and subsequent meal breaks are not considered to be hours worked.

**Commercial/Institutional**

The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon shift and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

The Employer shall pay a shift premium over and above the otherwise applicable minimum

straight time hourly wage rate to any employee who is employed on an afternoon or night shift. Such shift premium shall be paid on straight time hours only in accordance with the following schedule.

Day Shift	No shift premium.
Afternoon Shift	The applicable minimum straight time hourly wage rate shall be increased by eight percent (8%) for each hour worked on any shift which commences at any time after 10:00 am but on or before 8:30 pm.
Night Shift	The applicable minimum straight time hourly wage rate shall be increased by seventeen percent (17%) for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am.

### **Industrial**

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

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Terrazzo Mechanic 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	Six dollars (\$6.00) per hour worked on any shift which commences on or after 3:30 pm but prior to 8:30 pm.
Night Shift	Six dollars (\$6.00) per hour worked on any shift which commences on or after 8:30 pm but before 1:01 am.

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

### **9.200 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**

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

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

**9.300 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.

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

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

- 10.101** Annual vacation pay of six percent (6%) and statutory holiday pay of four percent (4%)

shall be combined in an amount equal to ten percent (10%). Upon termination, an Employee shall receive all annual vacation pay and statutory holiday pay owing.

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

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

#### **10.200 Annual Vacation**

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

#### **10.300 Statutory Holidays**

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

- 10.301** New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding BC Day, BC Day, Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the Federal, Provincial, or Territorial Governments.
- 10.302** Notwithstanding Article 10.301, the Friday preceding Labour Day may be floated, and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.
- 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.

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### **ARTICLE 11.000 - HIRING AND UNION SECURITY**

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#### **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 terrazzo 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 MCA of BC to increase the overall skills and productivity of Union members. Refer also to Article 15.000.

**11.102 Name Request**

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

**11.103 Union Membership**

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

**11.200 Leaves of Absence**

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

**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.



**11.400 Sub-Contracting**

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

The Employer may contract out work where the Employer:

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

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

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

> on any Concert Properties project(s), and/or

> to any contractor unless such contractor has both a valid CRA business number and is duly registered with WSBC.

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

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**ARTICLE 12.000 - OUT OF TOWN PROJECTS**

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**12.100 Initial and Terminal Travel Allowance**

**12.101 (a)** The Employer shall pay an initial and terminal travel allowance per road kilometer pursuant to Article 12.400 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.

**(b)** Refer to Articles 12.102 through 12.106 for further clarification.

**12.102** Notwithstanding Article 12.01 (a), the Employer shall reimburse an employee, upon the submission of the appropriate receipts, for any/all ferry fares which are incurred in the course of initial and terminal travel. Such ferry fares shall be limited to one (1) standard length/height vehicle plus driver, each way. Tolls shall not be a reimbursable expense.

**12.103** Notwithstanding Article 12.101 (a), where an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

**(a)** The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.

**(b)** The Employer shall pre-arrange the air travel to/from the airport nearest the Employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer but shall be via a regularly scheduled carrier. Notwithstanding the

foregoing, the Employer shall not direct an Employee to fly "standby".

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

**12.104** Notwithstanding any/all contrary provision(s) of this Article, where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance "lump sum" amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**12.105** The Employer shall ensure that an Employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses (i.e. ferry fares, etc.) within seven (7) calendar days or earlier if practical for the Employer, of the Employee's first shift on the project. Notwithstanding the foregoing, the Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**12.106** Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates his 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 one hundred twenty-five dollars (\$125.00). Effective June 26, 2016 this amount shall be increased to one hundred thirty-five dollars (\$135.00). Effective May 1, 2017, this amount shall be increased to one hundred forty dollars (\$140.00). Effective May 1, 2018, this amount shall be increased to one hundred forty-five dollars (\$145.00). Effective April 30, 2019, this amount shall be increased to one hundred fifty dollars (\$150.00).

**Option #2** The Employer shall provide the employee with a single room plus sixty-two dollars and fifty cents (\$62.50) daily meal allowance. Effective May 1, 2018, this amount shall be increased to sixty-five dollars (\$65.00).

If the Employer provided room is forty (40) road kilometers or less from the project, no daily travel allowance shall be paid. If the Employer provided room is more than forty (40) road kilometers from the project, a daily travel allowance pursuant to Article 12.400 shall be paid each way to/from the forty (40) kilometer boundary.

**(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)** Effective the date of implementation, 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. The mileage shall be computed from the project to the Employee's place of departure.

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

- 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 per road kilometer 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 kilometer" 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.

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**ARTICLE 13.000 – LOCAL TRAVEL**


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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.

- 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 pursuant to Article 13.400 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 kilometer driven between the Lower Mainland boundary and the project.

**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.

First forty (40) road kilometers, each way, each day not applicable

All additional road kilometers, each way, each day Pursuant to Article 13.400

**13.400** Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance amount per road kilometer shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometer" 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.

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#### **ARTICLE 14.000 - WORKING CONDITIONS**

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##### **14.100 Harassment and Discrimination**

The Union and the Employer recognize the right of all persons to work in an environment free from harassment. The Parties agree that discrimination under the prohibited grounds of the BC Human Rights Code shall not be tolerated within the open and inclusive craft building trades construction industry.

##### **14.200 Telephones**

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

##### **14.300 Drinking Water 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 WorkSafe BC 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.

**14.405** The Safety Training and Advocacy Committee is continued and shall make recommendations to the Parties, who shall jointly consider the Committee's mutually agreed recommendations, 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.

**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.

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**ARTICLE 15.000 - PRODUCTIVITY**

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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 terrazzo industry can pay the wages and fringe benefits stipulated under the terms of this Agreement. To further this objective, the Union and the MCA of BC 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**

- 16.101    (a)** A grievance shall be defined as any "difference" between the parties to this Agreement with respect to its interpretation application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.
- (b)** The party initiating a grievance shall be referred to herein as the aggrieved party. The other party to a grievance shall be referred to as the responding party.
- 16.102** The two (2) parties to any formal grievance shall be the two (2) parties signatory to this Agreement, namely the Union and CLR (acting on its own behalf and/or on behalf of its respective signatory member Employer(s)).

**16.200    Time Limits**

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

**16.300    Step 1 (Informal Resolution)**

Once a formal grievance has been initiated, the parties shall make a concerted good faith effort to work out a mutually agreeable resolution. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, the aggrieved party shall be deemed to have abandoned the formal grievance in the event notice of referral to the Arbitrator (in accordance

with Article 16.400) has not been received by the responding party within sixty (60) calendar days of the date on which the underlying "difference" is alleged to have occurred. Refer to Article 16.202 for clarification on the interpretation of "occurred".

#### **16.400     Step 2 (Formal Resolution)**

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

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

- 16.401**     The Panel shall meet with the parties and shall attempt to facilitate a mutually agreeable resolution.
- 16.402**     (a) In the event the Panel is unable to facilitate a mutually agreeable resolution in accordance with Article 16.401/ each party shall be required to submit a proposed determination/award, in writing/ to the Panel. The Panel Chair shall determine their own procedure/ including timing/ for such submissions. Upon receipt of both proposed determinations/awards/ the Panel shall provide a copy to each party.
- (b) The Panel shall consider the relative merits of each of the proposed determinations/awards/ and shall select one (1) of the proposed determinations/awards in its entirety and may not impose any alternative and/or modified determination/award without the prior mutual agreement of the parties. The award of the majority of the Arbitration Board shall be final and binding on the parties and shall be carried out forthwith.
- (c) The Panel Chair shall provide a summary of the reasons for his decision within his award.
- 16.403**     Notwithstanding any/all contrary provisions of Article 16.000, the Arbitration Panel shall have and may exercise all powers of a mediator/arbitrator pursuant to the Labour Relations Code.
- 16.404**     Notwithstanding any/all contrary provisions of Article 16.000, the parties may mutually agree/ in writing/ to any other grievance resolution procedure which they agree is appropriate under the circumstances.

#### **16.500 Expenses**

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



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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.

**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 31 day of August, 2020.

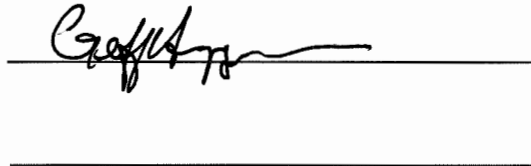
Signed on behalf of:  
Construction Labour Relations Association of BC



Two handwritten signatures are written over two horizontal lines. The first signature is a stylized cursive 'K' followed by a flourish. The second signature is a cursive 'M' followed by a flourish.

Dated this 28 day of August, 2020.

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



A single handwritten signature is written over a horizontal line. The signature is a cursive 'C' followed by a flourish.

**SCHEDULE "A1.1"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES**
**NON-PLA PROJECTS**

<b>EMPLOYEE CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>
	<b>May 01, 2017</b>
"A" Foreman (115%)	\$35.16
"B" Foreman (+ \$1.00)	\$31.57
<b>Terrazzo Mechanic</b>	<b>\$30.57</b>
Helper (85%)	\$25.98
A6 (6 <sup>th</sup> Term) Apprentice (90%)	\$27.51
A5 (5 <sup>th</sup> Term) Apprentice (80%)	\$24.46
A4 (4 <sup>th</sup> Term) Apprentice (70%)	\$21.40
A3 (3 <sup>rd</sup> Term) Apprentice (65%)	\$19.87
A2 (2 <sup>nd</sup> Term) Apprentice (60%)	\$18.34
A1 (1 <sup>st</sup> Term) Apprentice (55%)	\$16.81
Pre-Apprentice	\$11.00
<b>Combined Annual Vacation &amp; Statutory Holiday Pay</b>	<b>10%</b>

**SCHEDULE "A2.1"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES**
**INDUSTRIAL PLA PROJECTS**

<b>EMPLOYEE CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>
	<b>May 01, 2017</b>
"A" Foreman (115%)	\$42.06
"B" Foreman (+ \$1.00)	\$37.57
<b>Terrazzo Mechanic</b>	<b>\$36.57</b>
Helper (85%)	\$31.08
A6 (6 <sup>th</sup> Term) Apprentice (90%)	\$32.91
A5 (5 <sup>th</sup> Term) Apprentice (80%)	\$29.26
A4 (4 <sup>th</sup> Term) Apprentice (70%)	\$25.60
A3 (3 <sup>rd</sup> Term) Apprentice (65%)	\$23.77
A2 (2 <sup>nd</sup> Term) Apprentice (60%)	\$21.94
A1 (1 <sup>st</sup> Term) Apprentice (55%)	\$20.11
Pre-Apprentice	\$11.00
<b>Combined Annual Vacation &amp; Statutory Holiday Pay</b>	<b>10%</b>

**SCHEDULE "A1.2"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES**
**NON-PLA PROJECTS**

EMPLOYEE CLASSIFICATION	EFFECTIVE DATE
	November 26, 2017
"A" Foreman (115%)	\$35.16
"B" Foreman (+ \$1.00)	\$31.57
<b>Terrazzo Mechanic</b>	<b>\$30.57</b>
Helper (85%)	\$25.98
A6 (6 <sup>th</sup> Term) Apprentice (90%)	\$27.51
A5 (5 <sup>th</sup> Term) Apprentice (80%)	\$24.46
A4 (4 <sup>th</sup> Term) Apprentice (70%)	\$21.40
A3 (3 <sup>rd</sup> Term) Apprentice (65%)	\$19.87
A2 (2 <sup>nd</sup> Term) Apprentice (60%)	\$18.34
A1 (1 <sup>st</sup> Term) Apprentice (55%)	\$16.81
Pre-Apprentice	\$11.00
<b>Combined Annual Vacation &amp; Statutory Holiday Pay</b>	<b>10%</b>

**SCHEDULE "A2.2"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES**
**INDUSTRIAL PLA PROJECTS**

EMPLOYEE CLASSIFICATION	EFFECTIVE DATE
	November 26, 2017
"A" Foreman (115%)	\$42.06
"B" Foreman (+ \$1.00)	\$37.57
<b>Terrazzo Mechanic</b>	<b>\$36.57</b>
Helper (85%)	\$31.08
A6 (6 <sup>th</sup> Term) Apprentice (90%)	\$32.91
A5 (5 <sup>th</sup> Term) Apprentice (80%)	\$29.26
A4 (4 <sup>th</sup> Term) Apprentice (70%)	\$25.60
A3 (3 <sup>rd</sup> Term) Apprentice (65%)	\$23.77
A2 (2 <sup>nd</sup> Term) Apprentice (60%)	\$21.94
A1 (1 <sup>st</sup> Term) Apprentice (55%)	\$20.11
Pre-Apprentice	\$11.00
<b>Combined Annual Vacation &amp; Statutory Holiday Pay</b>	<b>10%</b>

**SCHEDULE "A1.3"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES**
**NON-PLA PROJECTS**

EMPLOYEE CLASSIFICATION	EFFECTIVE DATE
	May 01, 2018
"A" Foreman (115%)	\$35.16
"B" Foreman (+ \$1.00)	\$31.57
<b>Terrazzo Mechanic</b>	<b>\$30.57</b>
Helper (85%)	\$25.98
A6 (6 <sup>th</sup> Term) Apprentice (90%)	\$27.51
A5 (5 <sup>th</sup> Term) Apprentice (80%)	\$24.46
A4 (4 <sup>th</sup> Term) Apprentice (70%)	\$21.40
A3 (3 <sup>rd</sup> Term) Apprentice (65%)	\$19.87
A2 (2 <sup>nd</sup> Term) Apprentice (60%)	\$18.34
A1 (1 <sup>st</sup> Term) Apprentice (55%)	\$16.81
Pre-Apprentice	\$11.00
<b>Combined Annual Vacation &amp; Statutory Holiday Pay</b>	<b>10%</b>

**SCHEDULE "A2.3"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES**
**INDUSTRIAL PLA PROJECTS**

EMPLOYEE CLASSIFICATION	EFFECTIVE DATE
	May 01, 2018
"A" Foreman (115%)	\$42.06
"B" Foreman (+ \$1.00)	\$37.57
<b>Terrazzo Mechanic</b>	<b>\$36.57</b>
Helper (85%)	\$31.08
A6 (6 <sup>th</sup> Term) Apprentice (90%)	\$32.91
A5 (5 <sup>th</sup> Term) Apprentice (80%)	\$29.26
A4 (4 <sup>th</sup> Term) Apprentice (70%)	\$25.60
A3 (3 <sup>rd</sup> Term) Apprentice (65%)	\$23.77
A2 (2 <sup>nd</sup> Term) Apprentice (60%)	\$21.94
A1 (1 <sup>st</sup> Term) Apprentice (55%)	\$20.11
Pre-Apprentice	\$11.00
<b>Combined Annual Vacation &amp; Statutory Holiday Pay</b>	<b>10%</b>

**SCHEDULE "B1.1"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**
**NON-PLA PROJECTS**  
**MAY 01, 2017**

Column 1 - "A" Foremen  
 Column 2 - "B" Foremen  
 Column 3 - Terrazzo Mechanics  
 Column 4 - Helpers  
 Column 5 - A6 (6<sup>th</sup> Term) Apprentices

Column 6 - A5 (5<sup>th</sup> Term) Apprentices  
 Column 7 - A4 (4<sup>th</sup> Term) Apprentices  
 Column 8 - A3 (3<sup>th</sup> Term) Apprentices  
 Column 9 - A2 (2<sup>nd</sup> Term) Apprentices  
 Column 10 - A1 (1<sup>st</sup> Term) Apprentices

Column 11 - Pre-Apprentices  
 only after first 6 months of employment  
 Column 12 - Pre-Apprentices  
 only during first 6 months of employment

EMPLOYER CONTRIBUTIONS	1	2	3	4	5	6	7	8	9	10	11	12
Bricklayers and Masons Welfare Plan	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	n/a
Bricklayers and Masons Pension Fund	\$2.85	\$2.85	\$2.85	\$2.85	\$2.57	\$2.28	\$2.00	\$1.85	n/a	n/a	n/a	n/a
Contract Administration Fund	\$0.13	\$0.13	\$0.13	\$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	\$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	\$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	\$0.01	\$0.01	\$0.01
D&A Policy	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Total Hourly Employer Contributions</b>	<b>\$5.77</b>	<b>\$5.77</b>	<b>\$5.77</b>	<b>\$5.77</b>	<b>\$5.49</b>	<b>\$5.20</b>	<b>\$4.92</b>	<b>\$4.77</b>	<b>\$2.92</b>	<b>\$2.92</b>	<b>\$2.92</b>	<b>\$0.17</b>
EMPLOYEE DEDUCTIONS - HOURLY	1	2	3	4	5	6	7	8	9	10	11	12
Field Dues (2.5% of monetary package)	\$1.11	\$1.01	\$0.98	\$0.86	\$0.89	\$0.80	\$0.71	\$0.67	\$0.58	\$0.54	\$0.38	\$0.31
Union Pension Plan	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	n/a
BC Building Trades Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Coalition of BC Building Trade Unions	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Canadian Building Trades	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
<b>Total Hourly Employee Deductions</b>	<b>\$3.74</b>	<b>\$3.64</b>	<b>\$3.61</b>	<b>\$3.49</b>	<b>\$3.52</b>	<b>\$3.43</b>	<b>\$3.34</b>	<b>\$3.30</b>	<b>\$3.21</b>	<b>\$3.17</b>	<b>\$3.01</b>	<b>\$0.44</b>
<b>Total Hourly Remittances</b>	<b>\$9.51</b>	<b>\$9.41</b>	<b>\$9.38</b>	<b>\$9.26</b>	<b>\$9.01</b>	<b>\$8.63</b>	<b>\$8.26</b>	<b>\$8.07</b>	<b>\$6.13</b>	<b>\$6.09</b>	<b>\$5.93</b>	<b>\$0.61</b>
EMPLOYEE DEDUCTIONS - MONTHLY	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Counter Dues	\$30.00 per month											

**SCHEDULE "B1.2"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**
**NON-PLA PROJECTS**  
**NOVEMBER 26, 2017**

Column 1 - "A" Foremen  
 Column 2 - "B" Foremen  
 Column 3 - Terrazzo Mechanics  
 Column 4 - Helpers  
 Column 5 - A6 (6<sup>th</sup> Term) Apprentices

Column 6 - A5 (5<sup>th</sup> Term) Apprentices  
 Column 7 - A4 (4<sup>th</sup> Term) Apprentices  
 Column 8 - A3 (3<sup>th</sup> Term) Apprentices  
 Column 9 - A2 (2<sup>nd</sup> Term) Apprentices  
 Column 10 - A1 (1<sup>st</sup> Term) Apprentices

Column 11 - Pre-Apprentices  
 only after first 6 months of employment  
 Column 12 - Pre-Apprentices  
 only during first 6 months of employment

<b>EMPLOYER CONTRIBUTIONS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Bricklayers and Masons Welfare Plan	2.750	2.750	2.750	2.750	2.750	2.750	2.750	2.750	2.750	2.750	2.750	n/a
Bricklayers and Masons Pension Fund	2.850	2.850	2.850	2.850	2.570	2.280	2.000	1.850	n/a	n/a	n/a	n/a
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
D&A Policy	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Hourly Employer Contributions</b>	<b>5.820</b>	<b>5.820</b>	<b>5.820</b>	<b>5.820</b>	<b>5.540</b>	<b>5.250</b>	<b>4.970</b>	<b>4.820</b>	<b>2.970</b>	<b>2.970</b>	<b>2.970</b>	<b>0.220</b>
<b>EMPLOYEE DEDUCTIONS - HOURLY</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Field Dues (2.5% of monetary package)	1.112	1.014	0.986	0.860	0.895	0.804	0.713	0.667	0.579	0.537	0.377	0.308
Union Pension Plan	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	n/a
BC Building Trades Fund	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085
Coalition of BC Building Trade Unions	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Hourly Employee Deductions</b>	<b>3.727</b>	<b>3.629</b>	<b>3.601</b>	<b>3.475</b>	<b>3.510</b>	<b>3.419</b>	<b>3.328</b>	<b>3.282</b>	<b>3.194</b>	<b>3.152</b>	<b>2.992</b>	<b>0.423</b>
<b>Total Hourly Remittances All Straight Time and All Overtime Hours</b>	<b>9.547</b>	<b>9.449</b>	<b>9.421</b>	<b>9.295</b>	<b>9.050</b>	<b>8.669</b>	<b>8.298</b>	<b>8.102</b>	<b>6.164</b>	<b>6.122</b>	<b>5.962</b>	<b>0.643</b>
<b>EMPLOYEE DEDUCTIONS - MONTHLY</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Monthly Counter Dues	\$30.00 per month											



## SCHEDULE "B1.3"

## EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

## NON-PLA PROJECTS

MAY 01, 2018

Column 1 - "A" Foremen  
 Column 2 - "B" Foremen  
 Column 3 - Terrazzo Mechanics  
 Column 4 - Helpers  
 Column 5 - A6 (6<sup>th</sup> Term) Apprentices

Column 6 - A5 (5<sup>th</sup> Term) Apprentices  
 Column 7 - A4 (4<sup>th</sup> Term) Apprentices  
 Column 8 - A3 (3<sup>rd</sup> Term) Apprentices  
 Column 9 - A2 (2<sup>nd</sup> Term) Apprentices  
 Column 10 - A1 (1<sup>st</sup> Term) Apprentices

Column 11 - Pre-Apprentices  
 only after first 6 months of employment  
 Column 12 - Pre-Apprentices  
 only during first 6 months of employment

EMPLOYER CONTRIBUTIONS	1	2	3	4	5	6	7	8	9	10	11	12
Bricklayers and Masons Welfare Plan	2.850	2.850	2.850	2.850	2.850	2.850	2.850	2.850	2.850	2.850	2.850	n/a
Bricklayers and Masons Pension Fund	3.000	3.000	3.000	3.000	2.700	2.400	2.100	1.950	n/a	n/a	n/a	n/a
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
D&A Policy	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Hourly Employer Contributions</b>	<b>6.060</b>	<b>6.060</b>	<b>6.060</b>	<b>6.060</b>	<b>5.760</b>	<b>5.460</b>	<b>5.160</b>	<b>5.010</b>	<b>3.060</b>	<b>3.060</b>	<b>3.060</b>	<b>0.210</b>
EMPLOYEE DEDUCTIONS - HOURLY	1	2	3	4	5	6	7	8	9	10	11	12
* Field Dues (2.5% of monetary package)	1.118	1.020	0.992	0.866	0.901	0.809	0.718	0.672	0.581	0.539	0.379	0.308
Union Pension Plan	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	n/a
BC Building Trades Fund	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085
Coalition of BC Building Trade Unions	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Hourly Employee Deductions</b>	<b>3.733</b>	<b>3.635</b>	<b>3.607</b>	<b>3.481</b>	<b>3.516</b>	<b>3.424</b>	<b>3.333</b>	<b>3.287</b>	<b>3.196</b>	<b>3.154</b>	<b>2.994</b>	<b>0.423</b>
<b>Total Hourly Remittances All Straight Time and All Overtime Hours</b>	<b>9.793</b>	<b>9.695</b>	<b>9.667</b>	<b>9.541</b>	<b>9.276</b>	<b>8.884</b>	<b>8.493</b>	<b>8.297</b>	<b>6.256</b>	<b>6.214</b>	<b>6.054</b>	<b>0.633</b>
EMPLOYEE DEDUCTIONS - MONTHLY	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Counter Dues	\$30.00 per month											

\* Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above will need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required.

**SCHEDULE "B2.1"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**
**NON-PLA PROJECTS**  
**MAY 01, 2017**

Column 1 - "A" Foremen  
 Column 2 - "B" Foremen  
 Column 3 - Terrazzo Mechanics  
 Column 4 - Helpers  
 Column 5 - A6 (6<sup>th</sup> Term) Apprentices

Column 6 - A5 (5<sup>th</sup> Term) Apprentices  
 Column 7 - A4 (4<sup>th</sup> Term) Apprentices  
 Column 8 - A3 (3<sup>th</sup> Term) Apprentices  
 Column 9 - A2 (2<sup>nd</sup> Term) Apprentices  
 Column 10 - A1 (1<sup>st</sup> Term) Apprentices

Column 11 - Pre-Apprentices  
 only after first 6 months of employment  
 Column 12 - Pre-Apprentices  
 only during first 6 months of employment

<b>EMPLOYER CONTRIBUTIONS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Bricklayers and Masons Welfare Plan	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	n/a
Bricklayers and Masons Pension Fund	\$2.85	\$2.85	\$2.85	\$2.85	\$2.57	\$2.28	\$2.00	\$1.85	n/a	n/a	n/a	n/a
Contract Administration Fund	\$0.13	\$0.13	\$0.13	\$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	\$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	\$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	\$0.01	\$0.01	\$0.01
D&A Policy	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Total Hourly Employer Contributions</b>	<b>\$5.77</b>	<b>\$5.77</b>	<b>\$5.77</b>	<b>\$5.77</b>	<b>\$5.49</b>	<b>\$5.20</b>	<b>\$4.92</b>	<b>\$4.77</b>	<b>\$2.92</b>	<b>\$2.92</b>	<b>\$2.92</b>	<b>\$0.17</b>
<b>EMPLOYEE DEDUCTIONS - HOURLY</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Field Dues (2.5% of monetary package)	\$1.30	\$1.18	\$1.15	\$1.00	\$1.04	\$0.93	\$0.83	\$0.77	\$0.68	\$0.63	\$0.38	\$0.31
Union Pension Plan	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	n/a
BC Building Trades Fund	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Coalition of BC Building Trade Unions	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Canadian Building Trades	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
<b>Total Hourly Employee Deductions</b>	<b>\$3.93</b>	<b>\$3.81</b>	<b>\$3.78</b>	<b>\$3.63</b>	<b>\$3.67</b>	<b>\$3.56</b>	<b>\$3.46</b>	<b>\$3.40</b>	<b>\$3.31</b>	<b>\$3.26</b>	<b>\$3.01</b>	<b>\$0.44</b>
<b>Total Hourly Remittances</b>	<b>\$9.70</b>	<b>\$9.58</b>	<b>\$9.55</b>	<b>\$9.40</b>	<b>\$9.16</b>	<b>\$8.76</b>	<b>\$8.38</b>	<b>\$8.17</b>	<b>\$6.23</b>	<b>\$6.18</b>	<b>\$5.93</b>	<b>\$0.61</b>
<b>EMPLOYEE DEDUCTIONS - MONTHLY</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Monthly Counter Dues	\$30.00 per month											

**SCHEDULE "B2.2"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**
**INDUSTRIAL PLA PROJECTS**  
**NOVEMBER 26, 2017**

Column 1 - "A" Foremen  
 Column 2 - "B" Foremen  
 Column 3 - Terrazzo Mechanics  
 Column 4 - Helpers  
 Column 5 - A6 (6<sup>th</sup> Term) Apprentices

Column 6 - A5 (5<sup>th</sup> Term) Apprentices  
 Column 7 - A4 (4<sup>th</sup> Term) Apprentices  
 Column 8 - A3 (3<sup>th</sup> Term) Apprentices  
 Column 9 - A2 (2<sup>nd</sup> Term) Apprentices  
 Column 10 - A1 (1<sup>st</sup> Term) Apprentices

Column 11 - Pre-Apprentices  
 only after first 6 months of employment  
 Column 12 - Pre-Apprentices  
 only during first 6 months of employment

EMPLOYER CONTRIBUTIONS	1	2	3	4	5	6	7	8	9	10	11	12
Bricklayers and Masons Welfare Plan	2.750	2.750	2.750	2.750	2.750	2.750	2.750	2.750	2.750	2.750	2.750	n/a
Bricklayers and Masons Pension Fund	2.850	2.850	2.850	2.850	2.570	2.280	2.000	1.850	n/a	n/a	n/a	n/a
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
D&A Policy	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Hourly Employer Contributions</b>	<b>5.820</b>	<b>5.820</b>	<b>5.820</b>	<b>5.820</b>	<b>5.540</b>	<b>5.250</b>	<b>4.970</b>	<b>4.820</b>	<b>2.970</b>	<b>2.970</b>	<b>2.970</b>	<b>0.220</b>
EMPLOYEE DEDUCTIONS - HOURLY	1	2	3	4	5	6	7	8	9	10	11	12
Field Dues (2.5% of monetary package)	1.302	1.179	1.151	1.000	1.044	0.936	0.828	0.774	0.678	0.627	0.377	0.308
Union Pension Plan	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	n/a
BC Building Trades Fund	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085
Coalition of BC Building Trade Unions	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Hourly Employee Deductions</b>	<b>3.917</b>	<b>3.794</b>	<b>3.766</b>	<b>3.615</b>	<b>3.659</b>	<b>3.551</b>	<b>3.443</b>	<b>3.389</b>	<b>3.293</b>	<b>3.242</b>	<b>2.992</b>	<b>0.423</b>
<b>Total Hourly Remittances All Straight Time and All Overtime Hours</b>	<b>9.737</b>	<b>9.614</b>	<b>9.586</b>	<b>9.435</b>	<b>9.199</b>	<b>8.801</b>	<b>8.413</b>	<b>8.209</b>	<b>6.263</b>	<b>6.212</b>	<b>5.962</b>	<b>0.643</b>
EMPLOYEE DEDUCTIONS - MONTHLY	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Counter Dues	\$30.00 per month											



**SCHEDULE "B2.3"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**
**INDUSTRIAL PLA PROJECTS**  
**MAY 01, 2018**

Column 1 - "A" Foremen  
 Column 2 - "B" Foremen  
 Column 3 - Terrazzo Mechanics  
 Column 4 - Helpers  
 Column 5 - A6 (6<sup>th</sup> Term) Apprentices

Column 6 - A5 (5<sup>th</sup> Term) Apprentices  
 Column 7 - A4 (4<sup>th</sup> Term) Apprentices  
 Column 8 - A3 (3<sup>th</sup> Term) Apprentices  
 Column 9 - A2 (2<sup>nd</sup> Term) Apprentices  
 Column 10 - A1 (1<sup>st</sup> Term) Apprentices

Column 11 - Pre-Apprentices  
 only after first 6 months of employment  
 Column 12 - Pre-Apprentices  
 only during first 6 months of employment

EMPLOYER CONTRIBUTIONS	1	2	3	4	5	6	7	8	9	10	11	12
Bricklayers and Masons Welfare Plan	2.850	2.850	2.850	2.850	2.850	2.850	2.850	2.850	2.850	2.850	2.850	n/a
Bricklayers and Masons Pension Fund	3.000	3.000	3.000	3.000	2.700	2.400	2.100	1.950	n/a	n/a	n/a	n/a
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
D&A Policy	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Hourly Employer Contributions</b>	<b>6.060</b>	<b>6.060</b>	<b>6.060</b>	<b>6.060</b>	<b>5.760</b>	<b>5.460</b>	<b>5.160</b>	<b>5.010</b>	<b>3.060</b>	<b>3.060</b>	<b>3.060</b>	<b>0.210</b>
EMPLOYEE DEDUCTIONS - HOURLY	1	2	3	4	5	6	7	8	9	10	11	12
* Field Dues (2.5% of monetary package)	1.308	1.185	1.157	1.006	1.049	0.941	0.833	0.779	0.680	0.630	0.379	0.308
Union Pension Plan	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	n/a
BC Building Trades Fund	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085
Coalition of BC Building Trade Unions	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Hourly Employee Deductions</b>	<b>3.923</b>	<b>3.800</b>	<b>3.772</b>	<b>3.621</b>	<b>3.664</b>	<b>3.556</b>	<b>3.448</b>	<b>3.394</b>	<b>3.295</b>	<b>3.245</b>	<b>2.994</b>	<b>0.423</b>
<b>Total Hourly Remittances All Straight Time and All Overtime Hours</b>	<b>9.983</b>	<b>9.860</b>	<b>9.832</b>	<b>9.681</b>	<b>9.424</b>	<b>9.016</b>	<b>8.608</b>	<b>8.404</b>	<b>6.355</b>	<b>6.305</b>	<b>6.054</b>	<b>0.633</b>
EMPLOYEE DEDUCTIONS - MONTHLY	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Counter Dues	\$30.00 per month											

\* Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above will need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required.

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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**

Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for IUBAC Local #2 BC.

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

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**10. IUBAC**

International Union of Bricklayers and Allied Craftworkers

**11. Local Resident**

A local resident shall be defined as any person residing within one hundred (100) kilometers by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometers, 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. MCA of BC**

Masonry Contractors Association of BC

**15. 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.

**16. Terrazzo Worker**

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

**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 casting of all Terrazzo in shop and on jobs, all bedding above concrete floors or walls that the preparation, cutting, laying or setting of metal composition or wooden strips and the laying and cutting of metal strips, lath or any other reinforcement where used in Terrazzo work, shall be the work of the Terrazzo Worker.
2. All cement Terrazzo, Magnesite Terrazzo, De-O-TEX, Rustic or rough washed for interior or exterior of buildings and any other kind of plastic mixtures composed of chips or marble, granite, blue stone, enamel, mother-of-pearl and all other kinds of chips when mixed with cement rubber, magnesium chloride or other binding material, when used on floors, ceilings, stairs, saddles or any other part of the interior or exterior of buildings and also other work not considered a part of the building, such as fountains, swimming pools, etc. Also, all other substitutes that may be applied under the same method as Terrazzo. All grinding and polishing shall be the work of the Terrazzo Workers.
3. All manufactured tubular or ready-made metal scaffolding must be erected by members of the Union, unless such scaffolding has already been erected for use by other crafts.
4. Only members of the Union shall perform the on-site unloading, handling, erecting and final installation of materials coming under the jurisdiction of the Terrazzo Workers, regardless of the type of equipment or machinery that is necessary to do same. Other than the operator of the equipment or machinery, same must be manned by members of the Union without bar or restriction.

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

Effective June 17, 2016, the following employers have authorized CLR to bargain the renewal of the Terrazzo Workers Standard ICI Agreement with IUBAC Local #2 BC and to sign such Agreement on their behalf.

1. J.Bruno & Son Limited

