

CEMENT MASONS LOCAL 919 STANDARD ICI AGREEMENT

By and Between:

**Operative Plasterers and Cement Masons
International Association (OPCMIA)
Cement Masons Local 919**

(Hereinafter referred to as the "Union")

And:

Construction Labour Relations Association of BC (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.

(Hereinafter referred to as the "Employer")

May 01, 2019 to April 30, 2023

INDEX

Clause 1.00	Objects.....	1
Clause 2.00	Union Recognition and Rights	1
Clause 3.00	Extent/Application and Affiliation	1
Clause 4.00	Monetary Package	2
Clause 5.00	Employee Classifications	3
Clause 6.00	Industry Funds	5
Clause 7.00	Remittances	7
Clause 8.00	Annual Vacation and Statutory Holidays	8
Clause 9.00	Hours of Work and Shifts	8
Clause 10.00	Callout Time	10
Clause 11.00	Overtime	10
Clause 12.00	Rest and Meal Breaks.....	11
Clause 13.00	Initial and Terminal Travel Allowance	11
Clause 14.00	Periodic Leave	12
Clause 15.00	Daily Travel	13
Clause 16.00	Marshalling Points.....	13
Clause 17.00	Payment of Wages.....	14
Clause 18.00	Working Conditions.....	15
Clause 19.00	Hiring/Union Shop.....	17
Clause 20.00	Job Stewards and Business Representatives	18
Clause 21.00	Living Out Allowance, Camps, Accommodation	18
Clause 22.00	Accident Prevention	20
Clause 23.00	Jurisdictional Disputes	20
Clause 24.00	Grievances	21
Clause 25.00	Savings Clause	22
Clause 26.00	Management Rights.....	22
Clause 27.00	Joint Industry Recovery Program	22
Clause 28.00	Drug and Alcohol Testing	22
Clause 29.00	Duration of Agreement.....	22
	Signatures of the Parties	23

Commercial/Institutional Addendum	24
---	----

Wage, Contributions and Deductions Schedules

Schedules A1.1	Monetary Package Breakdown – Industrial - Inside Lower Mainland.....	28
Schedules A2.1	Monetary Package Breakdown – Industrial - Outside Lower Mainland.....	29
Schedules B1.1	Contributions and Deductions – Industrial - Inside Lower Mainland	30
Schedules B2.1	Contributions and Deductions – Industrial - Outside Lower Mainland.....	31
Schedules C1.1	Monetary Package Breakdown – C/I - Inside Lower Mainland.....	32
Schedules C2.1	Monetary Package Breakdown – C/I - Outside Lower Mainland	33
Schedules D1.1	Contributions and Deductions – C/I - Inside Lower Mainland.....	34
Schedules D2.1	Contributions and Deductions – C/I - Outside Lower Mainland.....	35
Appendix “A”	Guide to Trade Jurisdiction	36
Appendix “B”	LOU Re: Pre-Jobs.....	37
Appendix “C”	LOU Re: Meal Breaks	38
Appendix “D”	LOU Re: Saturday Overtime	42
Appendix “E”	List of Signatory Employers Industrial	43
Appendix “E”	List of Signatory Employers – C/I	44

CLAUSE 1.00 - OBJECTS

- 1.01** The objects of this Agreement are to: Stabilize the construction industry; provide fair and reasonable working conditions and job security for the members of the Union; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lock-outs; enable the skills of both the Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

CLAUSE 2.00 – UNION RECOGNITION AND RIGHTS

- 2.01** The Employer hereby recognizes the Union signatory hereto as the sole and exclusive collective bargaining representative of all Cement Masons to be employed or who are Employees over whom the Union has jurisdiction, as such jurisdiction is defined by the Building and Construction Trades Department of the American Federation of Labour and Congress of Industrial Organizations as of the date of this Agreement.
- 2.02** Subject to trade agreements and decisions of the Impartial Board for Settlement of Jurisdictional Disputes (A.F.L. - C.I.O.) the Cement Masons O.P.C.M.I.A. claims for its members the Guide to Trade Jurisdiction as listed in Appendix A.
- 2.03** The Union reserves the right to render assistance to labour organizations including removal of its members from jobs when necessary. Refusal on the part of Union members to work with non-Union workers or to handle any materials, equipment or product declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer shall not be deemed a breach of this Agreement. In all such cases, the Employer involved will be given reasonable prior notice.

CLAUSE 3.00 – EXTENT/APPLICATION AND AFFILIATION

- 3.01** This Agreement shall apply to all Employees of the Employer engaged on work within the work jurisdiction of the Cement Masons Union in the Province of British Columbia. The Employer agrees to engage only those subcontractors that are signatory to a collective agreement with the Union with the following exception: Placing and finishing (flat work) may be subcontracted to a contractor not signatory to a collective agreement with the Union where no employer signatory to a collective agreement with the Union submits a competitive subcontract tender price for such work at the time the subcontract was tendered. The term "competitive subcontract tender price" shall be defined as the lowest qualified price submitted by a signatory contractor who is available to do the work.
- 3.02** The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on any subcontractor engaged on work within the work jurisdiction of the Cement Mason with exception of placing and finishing (flat work).
- 3.03** The Employer will notify the Union upon request when work is subcontracted or to be subcontracted and shall provide the Union with the name of the subcontractor or contracting firm prior to the commencement of the work sublet.
- 3.04** No Employer shall subcontract work which is within the work jurisdiction of the cement mason, including placing and finishing, to any contractor that is not signatory to a collective agreement with the Union if such subcontracted work is to be performed on either an AHC/CHC project(s), and/or a project(s) which is governed by a Project Labour Agreement (PLA).
- 3.05** No Employer shall subcontract work which is within the work jurisdiction of the cement mason to any contractor unless such contractor has both a valid CRA business number and is duly registered with WSBC.
- 3.06** This Agreement shall govern only work which is within the work jurisdiction of the cement mason and which is being performed by bargaining unit members who are employees of the Employer on a project. The work

jurisdiction of the cement mason shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan. The Union's work jurisdiction claim for cement masons is outlined in Appendix "A".

3.07 All work performed within the work jurisdiction of the cement mason shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement. Notwithstanding the foregoing, one (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.

3.08 The Union shall not restrict, in any way, an Employer's right to perform work on a project site whereon work falling within the jurisdiction of the cement masons is being performed by individuals who are not members of the Union. Where an Employer performs work on such a project site, regardless of whether the Employer is a subcontractor or merely working on the same site, the Union shall not exercise its non-affiliation clause or refuse to work on such project.

3.09 Definition of Industrial Construction

Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; meter 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 work governed by the Cement Masons Local 919 Standard ICI Agreement.

The parties hereto reserve the right through the process of the collective agreement to determine by mutual consent prior to bid closing any project not covered by the Industrial definition which might fall within the category.

3.10 Application – Lower Mainland Work

Unless otherwise mutually agreed by the parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the C/I Addendum, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU affiliate union(s).

CLAUSE 4.00 - MONETARY PACKAGE

4.01 Monetary Package Increases

The following increases shall apply to the Certified Journeyperson classification during the term of this Agreement. All other classifications will be re-calculated accordingly. These increases will be distributed between wages and Employer Contributions. The allocation will be provided to the Employer by the Union with sufficient notice prior to the effective date of the increase in order for the Employer's payroll department to be able to institute the change. Only the portion of each increase applied to wages shall attract Vacation and Holiday Pay in addition to the agreed upon increase.

Industrial (Schedules A1 and A2)

Effective June 17, 2019	\$0.30 per hour
Effective May 1, 2020	\$0.30 per hour
Effective May 1, 2021	\$0.30 per hour
Effective May 1, 2022	\$0.30 per hour

* See the Commercial/Institutional Addendum for the C/I monetary increases.

CLAUSE 5.00 – EMPLOYEE CLASSIFICATIONS

5.01 Foreperson Wage Rates

When three (3) or more Cement Masons are employed on the same project, one (1) of these Cement Masons shall be appointed by the Employer as a working Foreperson and shall be paid fifteen percent (15%) over the basic hourly wage rate. A Foreperson shall not be required to work with the tools when their crew including themselves exceeds six (6) employees unless they consider it necessary. All Foreperson shall be members in good standing of the Union.

The Foreperson will be the only representative of the Employer who shall issue instructions to the Cement Masons' crew except where only two (2) Cement Masons are employed, then one (1) will be designated as Leadhand and shall receive thirty-five cents (\$0.35) over the basic hourly wage rate. They shall be under the direction of the Project Manager or Superintendent and shall convey instructions to the other member. When only one (1) Cement Mason is employed, they shall receive instructions from an official of the Company designated as being in charge of the job. When an official has been designated in accordance with this provision, they shall be the only representative of the Employer to issue instructions to the member during the entire shift or until two (2) or more Cement Masons are employed, but this does not restrict the right of the Employer from changing the designation at the start of a new shift.

5.02 General Foreperson - Industrial Projects:

On Industrial Projects where more than nineteen (19) Cement Masons or four (4) Foreperson are employed, the Employer will appoint a General Foreperson at twenty percent (20%) over the basic Industrial Hourly Rate plus one half-hour at straight time per shift (at Overtime rates on Overtime shifts). General Foreperson will be members in good standing of the Union and shall not be required to work with the tools unless they consider it necessary.

5.03 Existing Uncertified Cement Mason Journeypersons

Effective July 20, 2012, all Union members who have historically worked as a Journeyperson pursuant to this Agreement shall be "grandfathered" as Certified Journeypersons (CJP) on a go forward basis, regardless of whether or not such member is in fact a certified Cement Mason. The Union shall provide a list of such members to CLR on or before August 15, 2012. Thereafter, any individual who is not on such list, and is not a certified Cement Mason, shall be paid as an Uncertified Cement Mason (UCM) except as may otherwise be permitted in accordance with the provisions related to Apprenticeship.

5.04 Apprentices

An Apprentice shall be defined as an individual who is registered as a duly indentured Cement Mason Apprentice within Canada.

When the Employer intends to engage a probationary apprentice, he shall first notify the Local Union. The apprentice must then obtain a permit from the Local Union before commencing work. No apprentice shall be allowed to work without a Journeyperson Cement Mason on the job. After a one (1) month probationary period, each apprentice must join the Union. When an apprentice is laid off, the Employer shall notify the Union.

There shall be seven (7) Apprentice classifications. The Employer shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyperson. Such ratio shall apply on a company wide basis.

The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable CJP minimum straight time hourly wage rate on the project.

1st Term Apprentice = 70%

5th Term Apprentice = 90%

2nd Term Apprentice = 75%
 3rd Term Apprentice = 80%
 4th Term Apprentice = 85%

6th Term Apprentice = 95%
 7th Term Apprentice = 100%

- (a) An Apprentice shall begin as a 1st Term Apprentice and shall become a 2nd Term Apprentice after six (6) calendar months.
- (b) Upon completion of a further six (6) calendar months of employment, as well as successful completion of Level 1 technical training, the Apprentice shall become a 3rd Term Apprentice.
- (c) After a further six (6) calendar months of employment an Apprentice shall become a 4th Term Apprentice.
- (d) Upon completion of a further six (6) calendar months of employment, as well as successful completion of Level 2 technical training, the Apprentice shall become a 5th Term Apprentice.
- (e) After a further six (6) calendar months of employment an Apprentice shall become a 6th Term Apprentice. Upon completion of a further six (6) calendar months of employment, as well as successful completion of Level 3 technical training, an Apprentice shall advance to the CJP classification.
- (f) Employees who complete their Level 3 technical training but who do not obtain their Certificate of Completion of Apprenticeship (due to reasons such as language proficiency) shall remain as 7th Term Apprentices until such time as they obtain their Certificate of Apprenticeship.
- (g) All technical training within British Columbia shall be completed at an ITA designated institution.
- (h) Employer contributions to the Pension Plan for Cement Mason Apprentices will be 90% of the Certified Journeyman's contribution rate on Industrial projects and 70% of the Certified Journeyman's rate on Commercial/Institutional projects.

5.05 Pre-Apprentices

The pre-apprentice classification is an entry level position to assess the suitability of future applicants for apprenticeship training. The minimum straight time hourly wage rate for a Pre-Apprentice shall be forty-five percent (45%) of the applicable CJP minimum straight time hourly wage rate on the project. No Employer contribution to the Union Benefit Plan and/or Union Pension Plan shall be required on behalf of a Pre-Apprentice.

5.06 Uncertified Cement Mason (UCM)

- (a) An Uncertified Cement Mason (UCM) shall be defined as an individual who does not possess a valid Cement Masons TQ certificate and is not registered as a duly indentured Cement Mason Apprentice within Canada.
- (b) There shall be six (6) Uncertified Cement Mason (UCM) classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each UCM after having judged such individual's competency, merit and ability.
- (c) The minimum straight time hourly wage rate for an UCM shall be the applicable percentage of the Certified Journeyman minimum straight time hourly wage rate on the project.

Level 1 UCM = 70%
 Level 2 UCM = 75%
 Level 3 UCM = 80%

Level 4 UCM = 85%
 Level 5 UCM = 90%
 Level 6 UCM = 95%

- (d) Employer contributions to the Pension Plan for Uncertified Cement Masons will be 90% of the Certified Journeyman's contribution rate on Industrial projects and 70% of the Certified Journeyman's rate on Commercial/Institutional projects.

5.07 Premiums

Premiums, classifications, differentials and all other fringe benefits and conditions of this Agreement shall apply to apprentices.

(a) **Grinding of Concrete**

The operators of grinders shall be rotated as often as possible to assure that the same person is not constantly employed on this type of work because of the dust and health hazards involved. Where an Employee, by their own option agrees to continue on the grinding operation, they need not be rotated in compliance with the above.

(b) **First Aid Attendant**

When an Employee is required by the Employer to act as a First Aid Attendant, he will be paid a premium of seventy-five cents (\$0.75) per hour in addition to the required hourly rate.

(c) **Underground Work**

Underground work to be paid at ten percent (10%) higher rates.

CLAUSE 6.00 - INDUSTRY FUNDS

Industrial – On Industrial projects, all Employer contributions shall be calculated on the basis of hours worked except Health and Welfare and Pension. Health and Welfare and Pension contributions shall be calculated on the basis of hours earned. See schedules "B" for details.

Commercial/Institutional – On projects governed by the C/I addendum, all Employer contributions shall be calculated on the basis of hours worked. See schedules "D" for details.

6.01 Union Benefit and Pension Plan

The Employer contribution(s) to the Union Benefit Plan and Union Pension Plan shall be distributed between the two Plans at the sole discretion of the Union. The Union may alter such distribution by providing CLR with sixty (60) calendar days written notice.

The Cement Mason's Welfare Trust Fund and the Cement Mason's Pension Trust Fund shall respectively be managed by a Board of Trustees appointed by the Union.

No Employer contributions to the Union Benefit Plan and/or Union Pension Plan shall be required on behalf of a Pre-Apprentice.

Health and Welfare

The Employer shall contribute the amounts set out in schedules "B" and "D" for Employees covered by this Agreement to the Cement Masons Health and Welfare Fund for the purpose of providing welfare benefits to the Employees pursuant to all the terms, covenants and conditions of a certain Trust Agreement dated April 14, 1970, creating said Fund, and its amendments as may be from time to time adopted. Contributions shall be made in accordance with Clause 7 - Remittances.

Pension

The Employer shall contribute the amounts set out in schedules "B" and "D" for Employees covered by this Agreement to the Cement Masons Pension Trust Fund pursuant to all terms, covenants and conditions of a certain Trust Agreement dated November 1, 1976, creating said fund and its amendments as may be from time to time adopted. Contributions shall be made in accordance with Clause 7 - Remittances. Effective April 1, 2016, or such other date as the Union may determine, the Employer contribution to the Union Pension Plan shall be ninety percent (90%) of the CJP contribution for all Apprentices and UCMs for work on all Industrial projects.

6.02 Cement Masons Apprenticeship and Trade Promotion Fund

The Employer shall contribute the amounts as set out in schedules "B" and "D" for Employees covered by this Agreement to the Cement Masons Apprenticeship and Trade Promotional Fund. Contributions shall be made in accordance with Clause 7 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

6.03 Field Dues

The Employer will deduct the amount as set out in schedules "B" and "D" from Employees covered by this Agreement and forward same to the Cement Masons Welfare Trust Fund, as directed by the Union in the manner set forth in Clause 7. Each Employee shall submit a written authorization to their Employer as a condition of employment as may be required by their Employer or the Union.

Per Capita Dues will be deducted in the amounts as set out in schedules "B" and "D" from Employees once per month and will be remitted to the Union along with the monthly remittance reports. In the event the OPCMIA per capita tax is raised, this amount will be raised accordingly by written notice to the Employer.

6.04 B.C. Building Trades Council

The Employer will deduct the amount as set out in schedules "B" and "D" from Employees covered by this Agreement for the B.C. Building Trades Council and will forward these amounts to the Union in accordance with Clause 7 - Remittances.

6.05 Canadian Building Trades Fund

The Employer will deduct the amount as set out in schedules "B" and "D" from Employees covered by this Agreement for the Canadian Building Trades Fund and will forward these amounts to the Union in accordance with Clause 7 - Remittances.

6.06 Bargaining Council of British Columbia Building Trade Unions

The Employer shall contribute the amounts set out in schedules "B" and "D" for all Employees covered by this Agreement to the Bargaining Council of British Columbia Building Trade Unions (BCBCBTU) and will forward these amounts to the Union in accordance with Clause 7 - Remittances. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

6.07 Jurisdictional Assignment Plan

The Employer shall contribute the amounts set out in schedules "B" and "D" for all Employees covered by this Agreement to the Trustees of the Jurisdictional Assignment Plan Fund. Contributions shall be made in accordance with Clause 7 - Remittances.

6.08 B.C. Construction Industry Rehabilitation Fund

- (a) The Employer shall contribute the amounts set out in schedules "B" and "D" for all Employees covered by this Agreement to the Trustees of the B.C. Construction Industry Rehabilitation Fund. Contributions shall be made in accordance with Clause 7 - Remittances.
- (b) The Employer will deduct the amount as set out in schedules "B" and "D" from Employees covered by this Agreement and remit the deduction to the CIRP in accordance with Clause 7 – Remittances.

6.09 Drug and Alcohol Policy

The Employer shall contribute the amounts set out in schedules "B" and "D" for all Employees covered by this Agreement to the Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy). Contributions shall be made in accordance with Clause 7 – Remittances.

6.10 Contract Administration Fund

All signatory Employers shall contribute in the amounts set out in schedules "B" and "D" for Employees working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all funds received in accordance with the standard remittance form utilized by the Union. 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 by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union for remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent funds from individual Employers.

CLAUSE 7.00 - REMITTANCES

- 7.01** Fund remittances means all contributions and deductions required under Clause 5 of this Agreement. The contributions and deductions for all Fund Remittances by the Employer shall be made by a cheque payable to "Cement Masons Welfare Trust Fund" and shall be accompanied by a completed monthly remittance form copies of which shall be provided to all Employers by the Union. With the mutual agreement of the Union, the Employer may electronically process the payment of its monthly remittance and/or the submission of its monthly Remittance Report. Contributions and deductions will be remitted to the Union's address by the fifteenth (15th) day of the month following the month such contributions cover. The Trustees of the Cement Masons' Welfare Trust Fund shall forward these Fund Remittances to the appropriate authority by the last day of the month following the month such contributions and deductions have been made on their behalf to the Administrator of the appropriate fund.
- 7.02** The costs of administering the collection and distribution of contributions and deductions shall be shared proportionately by each Fund. The Trustees may waive such costs for the BCBT Fund, Jurisdictional Assignment Plan, Rehabilitation Fund and Contract Administration Fund. The costs of providing the Unified Remittance Form shall be deducted by the Cement Masons' Welfare Trust Fund office from the contributions received for Field Dues.
- 7.03** The Cement Masons' Pension and Benefit Plan shall have the right to conduct a payroll audit on any Employer covered by the collective agreement that is in non-compliance with the collective agreement in respect of sub-contracting, payment of wages, holiday pay, and benefit plan contributions. Should such audit reveal non-compliance, then the cost of the audit shall be borne by the Employer. Should it become necessary, one (1) person may be appointed by the Union to inspect the Employers' records as to hours worked and payment of all contributions and deductions made on behalf of all Employees covered by this Agreement.

CLAUSE 8.00 – ANNUAL VACATION AND STATUTORY HOLIDAYS

8.01 Annual Vacation

Employees shall receive six percent (6%) of all wages earned, including overtime, as vacation pay. This amount to be accrued and paid monthly and on termination. An Employee may take up to three (3) weeks; annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

8.02 Statutory Holidays

Employees shall receive six percent (6%) of all wages earned including overtime, as Statutory Holiday pay. The amount is to be accrued and paid monthly and on termination. The recognized holidays are:

New Year's Day	B.C. Day
Family Day	Friday preceding Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Friday preceding B.C. Day	Boxing Day

In addition to the above, any day proclaimed a holiday by Federal or Provincial Government Authority shall be recognized. In the event the Federal or Provincial governments declare a new Statutory Holiday, the BCBCBTU and CLR shall meet prior to the holiday coming into effect to determine which Non-Statutory Holiday currently provided for in the Collective Agreement shall be floated to the period between Christmas and New Years.

When a holiday falls on a Saturday or Sunday, the following work day(s) will be observed. All hours worked on Statutory Holidays shall be payable at two (2) times the otherwise applicable straight time hourly wage rate in addition to the Statutory and Annual Holiday Pay as outlined above.

CLAUSE 9.00 -- HOURS OF WORK AND SHIFTS

9.01 Regular Hours of Labour

It is agreed that eight (8) hours shall constitute a regular work day, and that five (5) days, forty (40) hours shall constitute the regular work week. The regular work week shall be five (5) days between Monday 6:00 a.m. and Friday 6:00 p.m. in conformity with the above starting and ending times. The regular hours of work shall be observed, except the starting times may be varied between the hours of 6:00 a.m. and 10:00 a.m.

9.02 Compressed Work Week

A compressed work week may be established by the Employer.

Hours of Work

- (a) Ten (10) straight time hours 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 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 (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.

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 (1-1/2) times the otherwise applicable 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 (1-1/2) times the otherwise applicable straight time hourly wage rate. ***Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See Appendix "D" - LOU re: Saturday Overtime Rates attached to this Agreement for further details.**
- (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 straight time hourly wage rate.

Statutory Holidays

All statutory holidays which occur during a compressed (or alternate) work week 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 the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

9.03 Shifts

The Employer may schedule an afternoon and/or night shift as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift. 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. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates (See article 9.04 for exceptions to this).

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all other classifications based on their percentage of the equivalent Certified Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

Day Shift No shift premium.

Afternoon Shift The Journeyman rate shall be increased by four dollars (\$4.00) per hour worked on any shift which commences on or after 3:30 pm but before 8:30 pm.

Night Shift The Journeyman rate shall be increased by four dollars (\$4.00) per hour worked on any shift which commences on or after 8:30 pm but before 1:01 am.

The starting time of the afternoon and/or night shift(s) may be varied by one hour without consent of the Union. Starting times may be further varied with mutual agreement between the Employer and Union.

It is agreed that on projects where more than one (1) shift is employed, the Employees shall be rotated at

intervals of at least every two (2) weeks and not more often than once a week.

9.04 Occupied Buildings

On jobs in occupied buildings where work must be done after regular working hours, Union members may work under the same rates and conditions as shift work, with the exception that it is not necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

CLAUSE 10.00 – CALL OUT TIME

10.01 Where an Employee reports for work and no work is performed, they shall be paid four (4) hours pay except under the following circumstances;

- (a) Where work is suspended due to inclement weather before any work is performed, employees shall be paid two (2) hours pay.
- (b) No call out time shall be paid unless the Employee has reported to the job site in person, in a competent condition to carry out their duties.
- (c) No call our time shall be paid if adequate notice has been given to the employee not to report to work. Adequate notice shall be construed as follows: Where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or pre-arranged radio broadcast. Where camps are maintained, one (1) hours' notice prior to starting time shall be given.

10.02 The Employer shall pay to every Employee covered by this Agreement who works less than four (4) hours in any day, a minimum of four (4) hours' pay for each day. The Employer shall also pay to every Employee covered by this Agreement who works in excess of four (4) hours and less than eight (8) hours in any day, at least eight (8) hours' pay for each such day. All hours worked outside the regular hours or accepted variations therefrom and outside the established shift hours shall not be considered for the purpose of satisfying the above requirements.

10.03 Where Employee(s) are called into work within eight (8) hours of working on the job, overtime rates shall apply until an eight (8) hour break occurs.

10.04 Call-Out Time on Saturdays, Sundays, Statutory Holidays and Other Overtime Shifts:

For the operation of this section, the same conditions that govern call-out time on regular shifts as set out in this Clause shall apply, with the exception that all hours paid to the Employees shall be paid at the applicable overtime rate of pay.

10.05 Where an Employee is injured during working hours, he shall be paid a minimum of eight (8) hours' pay at the applicable rate of pay.

CLAUSE 11.00 - OVERTIME

11.01 All hours worked outside of the regular hours, or the accepted variations thereof, and outside the established shift hours, shall be considered overtime until a break of eight (8) hours occurs, and shall be paid for at the applicable overtime rates.

11.02 Industrial

The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1-1/2) times the otherwise applicable straight time hourly wage rate. All other overtime hours, including all hours worked on Saturdays, Sundays and Statutory Holidays, shall be payable at two (2) times the otherwise applicable

straight time hourly wage rate. ***Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See Appendix "D" - LOU re: Saturday Overtime Rates attached to this Agreement.**

- 11.03** Overtime will be as evenly distributed as practicable. A working Employer who is not a member of the Union shall not use the tools or machines of the trade during any overtime period.
- 11.04** Overtime work shall be paid for up to the complete one-half (1/2) hour. (ie: Work from 8:00 a.m. to 4:45 p.m. shall attract pay up to 5:00 p.m.)
- 11.05** Where arrangements are made prior to an Employee leaving the work site for work to be done after their shift, they will, at the Employer's option, either be continued on the payroll as though they were working, in which event they will be paid overtime at the applicable overtime rate and qualify for meal allowance as applicable or, in the event they are called back to work, a minimum of four (4) hours at the applicable overtime rate shall be paid.

CLAUSE 12.00 – REST AND MEAL BREAKS

- 12.01** Two (2) rest breaks 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 break 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.
- 12.02** Notwithstanding 12.01, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been so advised prior to the completion of the previous days' shift.
- 12.03** Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.
- 12.04** Regularly Scheduled Shifts of Ten (10) Hours or Less:
- One (1) meal break of one-half (½) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

12.05 Shifts in Excess of Ten (10) Hours:

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to the parties' Letter of Understanding Re: Meal Breaks for details. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

CLAUSE 13.00 – INITIAL AND TERMINAL TRAVEL ALLOWANCE

- 13.01** The Employer shall pay an initial and terminal travel allowance per road kilometer to any Employee who is directed or dispatched to an out-of-town project. Such allowance shall be payable each way, and the distance traveled shall be calculated from the Employee's residence in B.C. or the Yukon Territory to the project via the most direct route. For Employees who reside outside of B.C. or the Yukon Territory, the distance will be measured from the point the employee first enters the Province of British Columbia or the Yukon Territory while following the most direct route to the jobsite. The "per road kilometer" amount payable shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

- 13.02** Notwithstanding article 13.01, the Employer shall reimburse an employee, upon the submission of the appropriate receipts for any/all ferry fares (car and driver) 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.
- 13.03** Notwithstanding article 13.01, where an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.
- 13.04** 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.
- 13.05** The Employer may pre-arrange the air travel to/from the airport nearest the Employee's point of 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".
- 13.06** The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.
- 13.07** 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.
- 13.08** 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 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.
- 13.09** Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates their own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.
- 13.10** If an Employee takes sick, is injured or leaves the job for authentic compassionate ground, travel allowance shall be paid by the Employer

CLAUSE 14.00 - PERIODIC LEAVE

- 14.01** An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

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

The mileage will be computed from the project to the Employee's place of residence. It is agreed that the above amounts will be paid only once for each turnaround. On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week or a number of days mutually agreed between the Employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an Employee receive leave unless they actually return to their place of departure. Living-out-allowances shall not be paid during leave periods.

CLAUSE 15.00 – DAILY TRAVEL

15.01 Notwithstanding any contrary provision(s) to this clause, no daily travel allowance shall be payable to any local resident employee on any project located inside the Lower Mainland/Fraser Valley. A daily travel allowance, pursuant to the following schedule, shall be paid to any local resident employee who uses their own vehicle to travel daily from their residence to a project located outside of the Lower Mainland/Fraser Valley. A local resident shall be defined as any employee who resides within one hundred (100) road kilometers of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometers.

First forty (40) road kilometers, each way, each day	not applicable
All additional road kilometers, each way, each day	CRA maximum tax-free per km rate

15.02 As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage and operated in compliance with WorkSafeBC, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union (prior to commencement of the Project) within the forty (40) kilometer distance called for above and that the time spent in travelling to and from such marshalling point or points to the job site will be done during regular hours and while the Employee is on the payroll.

15.03 As a further alternative to the foregoing, the Union and the Employer may meet and agree upon a standard lump sum payment to cover the costs of transportation. This sum, in the form of a daily allowance, shall be payable to all Employees employed on this project, irrespective of where the Employee is residing or accommodated. It is the intent of this paragraph to provide a standard travel allowance which may be determined upon the commencement of the project for the mutual advantage of both the Employer and the Employees.

CLAUSE 16.00 - MARSHALLING POINTS

16.01 On camp jobs, 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 will be paid at prevailing rates for time in excess of thirty (30) minutes.

16.02 Vehicles used to transport workers shall be approved passenger vehicles conforming to public transit standards and operated in compliance with WorkSafeBC Regulations

16.03 On industrial jobs, the starting and stopping times shall be at the tool lock-up or lunchroom.

16.04 The starting and stopping time may be varied by one (1) hour earlier or later than the normal 8:00 a.m. start at the Employer's discretion.

16.05 It is understood and agreed that the time between departure from the main dining room or a marshalling point, that has been mutually agreed to by the Union and Employer, to work station shall be considered as time worked and shall be paid for at the appropriate rates of pay. Equal time will be allowed and paid for

at the appropriate rates of pay for Employees to return to the departure point. Local residents who are commuting to and from work each day shall be entitled to the same provisions contained herein.

CLAUSE 17.00 -- PAYMENT OF WAGES

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

- 17.01** Payment shall be made at least once every two (2) weeks for the wages due up to the end of the previous week. Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically via secure internet/email. 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.
- 17.02** The Employer shall provide a separate or detachable itemized statement with each pay, showing the number of hours at straight time rates and at overtime rates, the wage rate and total deductions from the amount earned. Such statement may be provided electronically via secure internet/email.
- 17.03** There shall be no more than a seven (7) calendar day hold-back of an Employee's wages. However, the latest an employee may be paid is the Friday after the payroll cut off date. Where Friday is a Statutory Holiday, employees will be paid no later than the Thursday after the payroll cut off date.
- 17.04** If payment is not made in accordance with this Clause, then the Employee will be considered as still being on the payroll of the Employer and will receive their usual wages and conditions until these provisions have been complied with.
- 17.05** Timely payment of wages, contributions and/or deductions provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions and/or deductions shall be dealt with as follows:
- 17.06** The Union will advise the Employer in writing of any delinquency; if the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday and Sunday and Holidays, the Union may then request a meeting with the Employer or their representative to provide for the payment of wages, contributions or deductions; should the matter not be resolved, the Union may demand payment of wages and contributions at the end of each day or at the end of each week or, upon twenty-four (24) hours notice to the Employer, withdraw its members from the Employer. Such withdrawal shall not be considered a violation of this Agreement.

17.07 Wage Bond

- (a) Before members are dispatched to any Employer who has not been signatory to a Cement Masons Agreement for a minimum of two (2) years, then such Employer may be required to deposit a bond suitable to the Union up to ten thousand dollars (\$10,000.00) for use in default of payment of wages, welfare contributions, vacation pay, statutory holiday pay or any other contributions or payments provided by this Agreement. When no longer required, such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
- (b) Where there have been instances of payroll failures by the Employer or principals or directors to meet payroll requirements, the Union shall have the right to:
- Inspect the Employer's payroll; and/or
 - Require the posting of a bond suitable to the Union up to ten thousand dollars (\$10,000.00); and/or

- Require that payment of wages and other payroll requirements be by cash or certified cheque.

CLAUSE 18.00-- WORKING CONDITIONS

- 18.01** Cement Masons will be required to have the following standard hand tools: two (2) steel trowels, pointing trowel, masonry chipping hammer, cold chisel, wooden float, standard edger, rubber float and cement type water brush. On jobs where rubber floats and brushes wear out, the Employer shall supply new floats and brushes as required. Adequate tool lock-ups shall be provided by the Employer. All other tools will be supplied by the Employer.
- 18.02** When a Cement Mason is required to provide tools, the cost of transporting such tools to and from the job shall be borne by the Employer, subject to the same provisions as govern transportation, except where the job or project is located in the Greater Vancouver Area and the Greater Victoria Area.
- 18.03** One (1) hours' notice of discharge will be given by the Employer to the Employee or one (1) hours' pay allowed in lieu thereof to enable the Employee to get their tools and their personal belongings gathered together and put in shape for the next job.
- 18.04** If the Employer fails to provide work and requires an Employee to stand by for more than two (2) consecutive working days in any work week, the Employee, at their option, shall be deemed to have been laid-off. If travel allowance is involved, the cost of return travel allowance shall be paid by the Employer.
- 18.05** A lock-up shall be provided and used for drying clothes, a dressing room and a lunch room. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned up daily and kept cleared of building material and other construction paraphernalia. The lock-up shall have tables and benches and shall contain a tool lock-up for Cement Masons.
- 18.06** Respirators shall be furnished by the Employer to all Cement Masons while grinding. When respirators are issued, they shall be in a sanitary condition and a supply of new filters shall be available. Safety glasses or goggles shall be furnished by the Employer for Cement Masons for grinding, chipping or bush hammering of concrete. While grinding in confined areas, a fan or similar device shall be supplied by the Employer for dust removal.
- 18.07** Disposable coveralls and rubber gloves shall be supplied by the Employer when Cement Masons are required to work with hand applied colour ad-mix epoxy or similar materials. On the jobs and projects where the above work can be completed within a consecutive two (2) hour period (i.e. 8:00 A.M. to 10:00 A.M.) in any one day, then the above protective clothing need not be supplied.
- 18.08** The Employer shall follow all necessary safety practices in the use of epoxy as required by WorkSafeBC, and the Cement Masons will cooperate in following these safety measures as set up by the Employer.
- 18.09** No more than one (1) working partner will be recognized for any Employer. All other partners performing Cement Masons' work will become members of the Union. Where only one (1) Cement Mason is employed, he must be a member of the Union.
- 18.10** The Employer will provide a termination slip if requested by the Union, which shall state the reason for the Employee's termination.
- 18.11** On underground operations, lunch will be eaten on the Employer's time.
- 18.12** A five (5) minute tool pick-up period will be allowed prior to quitting time.
- 18.13** All Employees are guaranteed that while employed on the jobsite, project or place of business of the Employer, the Employees' tools will be insured. The insurance covers fire and burglary or loss when working over water or such other areas where tools cannot be retrieved. And in the event of loss, the

Employer agrees to replace the tools. When commencing employment, the Employee shall submit to the Superintendent or their Representative, an inventory of the tools brought on the job, and the inventory list shall be signed by the Employer's Representative and the Employee.

Coverage will commence at the date of filing of the inventory with the Employer. The Employee shall ensure that the inventory is current. An affidavit may be requested by the Employer from the Employee claiming the loss. The foregoing conditions regarding inventory have no effect with regard to the tools Cement Masons are required to have under the provisions of Clause 18.01 of this Agreement as these will be automatically insured.

- 18.14** The Cement Masons' crew must be on the job to assist with the pour on slab work or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.
- 18.15** It shall be considered a violation of this Agreement for the Employer to rent equipment or power tools from Cement Mason Employees or to make employment conditional upon their providing or furnishing equipment or power tools.
- 18.16** It shall not be considered a violation of this Agreement for Employees to take time off twice within a twelve (12) month period to attend Union Conventions or Conferences providing, however, that time so taken does not exceed six (6) regular working days and providing that written notice has been given to the Employer at least one (1) week prior to taking such time off. The Employee's position shall be held open for them except in cases where there would be a normal reduction in the working force.
- 18.17** It shall be a violation of this Agreement for Employees to engage in piece work of any description.
- 18.18** Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary facilities shall be provided as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside and cleaned out daily. Toilet paper will be provided.
- 18.19** Where there is no running tap water available, cool drinking water, in approved sanitary containers, shall be provided. Paper cups will be supplied. Salt tablets shall be supplied. Clean-up facilities, hand cleanser and paper towels shall be provided on all jobs.
- 18.20 (a) Telephones/Cell Phones**
- 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 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.
- (b) Cell Phone Apps**
- No employee shall be required to install any app on their personal phone as a condition of employment.
- 18.21** All time lost by an Employee due to attendance, at the Employer's request, for doctors' or other medical examinations in connection with their employment will be paid for by the Employer at the applicable rates of pay.
- 18.22** In case of fire and burglary the Employer shall protect the value of an Employee's work clothes up to a total of three hundred dollars (\$300.00), providing an inventory of clothing is filed with the Employer. When commencing employment, the Employee shall submit to the Superintendent or their representative an inventory of work clothes brought on the job. Coverage will commence at the date of the filing of the inventory with the Employer. The Employee shall ensure that the inventory is current.

18.23 Harassment

The union and the Employer recognize the right of employees to work in an environment free from harassment.

- 18.24** 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.

CLAUSE 19.00 – HIRING/UNION SHOP

19.01 Dispatch Offices

The Union shall maintain a dispatch office through which the Employer will clear all Cement Masons prior to hiring.

19.02 Hiring

When Employees are required, only Union members having clearance from the Union shall be hired. They shall be required to provide proof of membership in good standing in the Union when requested by the Employer, Foreperson, Union Representative or Job Steward. Good standing shall be as established in the Local Union's Constitution and By-Laws. Should an Employee fail to provide proof as aforementioned, the Employer shall, upon notification from the Union, discharge them forthwith.

The Union shall be given at least forty-eight (48) hours notice between Monday 9:00 a.m. and Friday 5:00 p.m. to complete the dispatch.

Notwithstanding the above, when Union members are not available in B.C., the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and tradesperson's qualifications and shall, within fourteen (14) days, make application for membership in the Union or be replaced by a Union member when available.

When an Employee suffers a compensable injury, he shall be entitled to re-employment with the Employer when he receives a clearance to return to work from their doctor or WorkSafeBC, providing the project is still in operation and there is work in their classification; however, should the Employer refuse employment the Local Union, at the request of the Employee, may request the Employer to provide reasons for refusing to rehire.

The Union shall have the exclusive right to determine who is a member in good standing. Should an Employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such Employee.

- 19.03** The Union shall process an Employer's "name request" hiring of a Union member provided the Union is first notified of the Employer's intention to name request such member and provided the member is "booked in" as available for work with the Union. Any employee who subsequently quits working for an Employer after having been name requested by such Employer shall not be eligible to be re-employed on the same project. In order to qualify for a name request, a Union member must first obtain a clearance from the Union.

There shall be no restrictions/limitations on the Employer's right to hire via name request, and the Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work. Notwithstanding the foregoing, if such right is exercised, the Employer shall provide the Union with a letter or email outlining the reason(s) an individual was not suitable, upon receiving a written request from the Union to do so.

There shall also be no restrictions/limitations on the Employer's right to transfer an employee(s) from one (1) project to another throughout the province. When a non local resident employee(s) is transferred between two (2) out-of-town projects, the CRA maximum non-taxable rate per kilometer shall be paid to

the non local resident employee from the point of dispatch to the first project as an initial travel allowance, and from the first project to the second project, one (1) way, and from the second project back to the point of dispatch as a terminal travel allowance.

19.04 Leaves of Absences

- (a) 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.
- (b) Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the B.C. Employment Standards Act.

CLAUSE 20.00 - JOB STEWARDS AND BUSINESS REPRESENTATIVES

- 20.01** The Business Representative of the Union shall be permitted on all jobs but will in no way interfere with the Employees during working hours, unless permission is granted by the Employer or their representative.
- 20.02** Job stewards shall be recognized on all jobs, shall have adequate time to take care of all grievances, shall attend all formal shop stewards' meetings as recognized and approved by the Employer and shall not be discriminated against.
- 20.03** The Union shall notify the Employer or superintendent in writing, as to the name of the Job Steward and any change thereof.
- 20.04** Under no circumstances shall Job Stewards or any Cement Masons make any arrangements with the Foreperson or Employer, or vice versa, that will change or conflict in any way with any section or terms of this Agreement, without consultation with and approval from both the Union Manager and the Employer.
- 20.05** On all jobs, other than Foreperson, a Job Steward shall be given preference of continued employment until completion of the work unless the Job Steward is not qualified or unless otherwise agreed between the parties hereto.

CLAUSE 21.00 - LIVING OUT ALLOWANCE, CAMPS, ACCOMMODATION

This Article shall apply to Employees who are not local residents of the area where the work is being performed or is to be performed. A local resident shall be defined to mean 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.

- 21.01** On jobs where camps are provided, room and board will be supplied in camp at no cost to the Employee. Camp accommodations, when supplied, shall meet all the standards, requirements and conditions of the agreement between the British Columbia Building Trades and Construction Labour Relations Association of British Columbia governing camp rules, regulations and conditions, agreement dated for reference September 1, 1987 - August 31, 1997 and any amendments thereto as negotiated from time to time between the above parties.
- 21.02** Any Employee may refuse to live in accommodations which do not meet the above standards.
- 21.03** Hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the Employee to take the supplied lunch with them to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer.

- 21.04** If an Employee is requested to move from one room to another by the Employer, he shall do so on the Employer's time.
- 21.05** On jobs where camp accommodation is not provided, 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) according to the following schedule:

Effective May 1, 2018	\$145.00
Effective May 1, 2020	\$150.00
Effective May 1, 2022	\$155.00

Option #2:

The Employer shall provide the Employee with a single room plus a sixty-five dollar (\$65.00) daily meal allowance. Effective May 1, 2020 this amount will be increased to sixty-seven dollars and fifty cents \$67.50. Effective May 1, 2022 this amount will be increased to seventy dollars (\$70.00).

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

- (a) If the Employer provided room is forty (40) road kilometers or less from the project, no daily travel allowance shall be paid.
- (b) If the Employer provided room is more than forty (40) road kilometers from the project, the CRA maximum tax-free mileage rate shall be paid, each way, to/from the forty (40) kilometer boundary.
- (c) If the Employee(s) requested to use air travel to the project in accordance with Article 12.00, Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis.
- (d) If the Employee(s) did not request to use air travel to the project in accordance with Article 12.00, no Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis, and the Employee shall therefore assume all responsibility for traveling to/from the project on a daily basis.
- (e) Notwithstanding any/all contrary provisions of this Agreement, any Employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

When an Employee is absent from work and does not furnish the Employer's representative with satisfactory evidence of illness or accident, they will forfeit accommodation and meal allowance costs or LOA for the day they are absent. To qualify for living out allowance or meal allowance on weekends, the Employee must work the last scheduled shift prior to the weekend and the first shift following the weekend or statutory holiday.

Where it is not unreasonable that Employees will vacate accommodation for example, on weekends, LOA will not be payable and weekend checkout will then be effective.

21.06 Weekend Checkout

Any Cement Mason who is living in accommodation provided by the Employer may, on any weekend or Statutory Holiday, check out of this accommodation, and the Employer shall pay them twelve dollars (\$12.00) per day where accommodation is provided in camps and fifteen dollars (\$15.00) per day where accommodation is provided in motel/hotel(s) and similar lodgings.

To qualify, the member must work the scheduled shift prior to the weekend or Statutory Holiday and the scheduled shift after the weekend or Statutory Holiday, providing work is available.

If meal tickets are provided to Cement Masons, the Cement Mason who intends to check-out or vacate for the weekend must turn in their meal tickets to the Employer's representative not later than 4:00 p.m. on Friday.

CLAUSE 22.00 - ACCIDENT PREVENTION

- 22.01** It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act, and any refusal on the part of a worker to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. In the interest of safety, it is understood and agreed that no Cement Mason will be permitted to work alone on overtime or shift work on buildings and structures unless a night watchperson is employed or proper supervision is provided by the Employer. The watchperson shall be instructed to check hourly on the worker to assure that they are unharmed and safe from any apparent injury. The Union is to instruct its members in standard safety precautions. If more than six (6) Cement Masons are employed by a contractor on a project, the Employer shall designate a Union member who will participate in all relevant Project Safety Committee Meetings.
- 22.02** A Foreperson shall not be the designated member to attend project safety committee meetings unless mutually agreed to by both the Employer representative and the Union representative.
- 22.03** When an Employee is travelling on company business he shall be covered by Workers' Compensation.
- 22.04** The employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear. The Employer shall provide, at no cost to the employee, safety headgear and all other items of personal protective equipment required pursuant to WSBC regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an employee's pay cheque if such equipment is not returned. Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.
- 22.05** 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.

CLAUSE 23.00 - JURISDICTIONAL DISPUTES

- 23.01** In case of a jurisdictional dispute over the allocation of work it is agreed that there will be no stoppage of work. The JAPlan, as agreed to between the BCBT 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 JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which

event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

- 23.02** The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work are prohibited. No local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- 23.03** Unless otherwise determined by an Umpire of the JAPlan and/or agreement entered into or existing between O.P. & C.M.I.A. and any other craft of the Building and Construction Trades Department, Cement Mason's work shall include the following: The finishing of all concrete on concrete construction such as floors, walls, ceilings, sidewalks, curbs and gutters (whether finished by trowel or float or any other process); patching, sacking, chipping, bush hammering, rubbing, grinding and application of curing compounds where necessary in concrete finishing work; dry packing, grouting and finishing in connection with setting machinery such as engines, generators, air compressors, tanks and so forth that are set on concrete foundations. The Employer shall assign the work to the Cement Mason in accordance with the above.

CLAUSE 24.00 - GRIEVANCES

- 24.01** If during the term of this Agreement there should arise any difference between the parties to this Agreement concerning interpretation, application, operation or any alleged violation hereof or concerning discharge of any Employee which may be alleged to be unjust and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:
- 24.02** The Job Steward or Business Representative of the Union shall first discuss the difference with the Foreperson or Superintendent of the Employer in an effort to resolve the matter on the job, or as an alternative the Business Representative may refer the difference directly to management through the Employer's main office or business address in the Province of British Columbia, and the Employer may refer the difference directly to the Business Representative through the main office of the Union in British Columbia.
- 24.03** If the difference is not resolved, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, except the matter of discharge must be submitted in writing within ten (10) days of occurrence, or in every case the matter shall be deemed to be waived.
- 24.04** However, the foregoing time limits will not apply in respect to any Employer remittances to the Cement Masons Welfare Trust Fund, Jurisdictional Assignment Plan Fund, Pension Fund and the Cement Masons Apprenticeship and Trade Promotional Fund to be made on behalf of the Employees as provided for in this Agreement. It is intended that the failure of the Employer to make the requisite contributions to be made on behalf of the Employees as provided elsewhere in this Agreement may be claimed by the Employees at any time. The Employer shall only remain liable for Health and Welfare and similar Funds as provided for in this Agreement on behalf of the sub-contractor for a period forty (40) days after completion of the sub-contract.
- 24.05** 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. The fees and expenses of the Arbitrator shall be borne equally by the parties to the grievance.
- 24.06 Time Limits**

The time limits specified in this Clause shall be strictly construed and may be extended only with the mutual consent of the parties to the grievance.

CLAUSE 25.00 - SAVINGS CLAUSE

- 25.01** It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Federal or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Federal or Provincial Order or Statute and the other provisions of this Agreement shall not be affected thereby.

CLAUSE 26.00 - MANAGEMENT RIGHTS

- 26.01** The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement.

CLAUSE 27.00 - JOINT INDUSTRY RECOVERY PROGRAM

- 27.01** The Union, in conjunction with the Employers' representative or the Employers bidding work in the respective areas, may determine on a job by job 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 of the terms or conditions of the Agreement for the length of the job.
- 27.02** Unless otherwise agreed to in writing, the Union shall not decline to participate in the process contemplated by this Clause.
- 27.03** In recognition of the close working relationship on projects between the Union and other BCBT and/or BCBCBTU affiliates, the parties acknowledge the need for enabling relief to be generally consistent. As a result, the parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the parties also acknowledge the individual autonomy of OPCMIA Cement Masons Local 919, and agree that nothing herein shall be interpreted as an agreement to restrict that autonomy in any way
- 27.04** The parties further agree that the Joint Industry Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include the provision, not already provided for in the agreement, which in any way either increases the Employers' cost and/or decreases the Employers' flexibility with respect to any term of the standard agreement. Such enabling may not be applied to cause the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, without the prior written consent of the BCBCBTU and CLR.

CLAUSE 28.00 – DRUG AND ALCOHOL TESTING

- 28.01** The parties agree to be bound by the D&A Policy Committee decisions relative to the Construction Industry Substance Abuse Testing and Treatment Program Policy including with respect to implementation of an EFAP.

CLAUSE 29.00 - DURATION OF AGREEMENT

- 29.01** This Agreement shall be for the period from and including May 1, 2019 to and including April 30, 2023 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of expiry of this Agreement (April 30, 2023) 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. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said

Agreement (or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (a) The Union shall give notice to strike (or until the Union goes on strike); or
- (b) The Employer shall give notice of lock-out (or the Employer shall lock-out its Employees); or,
- (c) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

29.02 If, during the life of this Agreement there should arise any difficulty or misunderstanding as to the interpretation of any part or clause of the Agreement, that section or part of the Agreement may be amended by mutual consent of the two parties.

SIGNATURES OF THE PARTIES

Dated this 13 day of February, 2020

Dated this 27 day of February, 2020

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

THE CEMENT MASONS SECTION OF THE OPERATIVE PLASTERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL NO.919 SURREY, BC






COMMERCIAL/INSTITUTIONAL ADDENDUM**PAGES 1 OF 4**

This Commercial/Institutional Addendum (the "C/I Addendum") shall be appended to the Cement Masons Local 919 Standard ICI Agreement (the "Agreement") and shall form a part thereof.

A. Application - General

1. The provisions of the C/I Addendum shall supercede any/all contrary application and/or interpretation of the Agreement. All provisions of the Agreement not otherwise modified herein shall remain in full force and effect.
2. The provisions of the C/I Addendum are intended to:
 - a. facilitate the recovery of lost markets, and
 - b. foster the employment of Union members in economically viable businesses, and
 - c. encourage cooperative participation between the signatory employers and the Union in resolving workplace issues, adapting to changes in the economy, developing workforce skills and developing a workforce and a workplace that promotes productivity, by way of advancing the competitive position of signatory employers within the commercial and institutional market sectors.
3. The C/I Addendum shall govern only commercial/institutional work which is within the work jurisdiction of the cement masons and which is being performed by bargaining unit members who are employees of a signatory CLR member employer that performs commercial/ institutional work.
4. 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.

B. Application - Lower Mainland/Fraser Valley

Unless otherwise mutually agreed by the parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the C/I Addendum, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU affiliate union(s).

C. Subcontracting

The application of Articles 3.02 and 3.03 of the Agreement shall be waived on a commercial/institutional project(s).

1. The Employer may contract out work where the Employer:
 - a. cannot perform the work in a manner that is competitive in terms of cost, or quality, or within required time limits, or
 - b. the prime contract requires the contractor to accept the lowest qualified tender price for any/all subcontracted work.
 - c. Notwithstanding item C.1., no Employer shall subcontract work which is within the work

COMMERCIAL/INSTITUTIONAL ADDENDUM**PAGES 2 OF 4**

jurisdiction of the cement masons unless such contractor has both a valid CRA business number and is duly registered with WSBC.

D. Wages, Contributions and Premiums

1. The applicable schedules of minimum straight time hourly wage rates as provided for within Schedules "C" of the Agreement shall apply to all work performed in accordance with the C/I Addendum.
2. The applicable schedules of Employer contributions and employee deductions as provided for within Schedules "D" of the Agreement shall apply to all work performed in accordance with the C/I Addendum. All Employer contributions and employee deductions shall be calculated on the basis of hours worked.
3. The Employer contribution to the Union Pension Plan shall be seventy percent (70%) of the CJP contribution for all Apprentices and UCMs for work on all Commercial/Institutional projects.
4. The following increases shall apply to the Certified Journeyman classification during the term of this Agreement. All other classifications will be re-calculated accordingly. These increases will be distributed between wages and Employer Contributions. The allocation will be provided to the Employer by the Union with sufficient notice prior to the effective date of the increase in order for the Employer's payroll department to be able to institute the change. Only the portion of each increase applied to wages shall attract Vacation and Holiday Pay in addition to the agreed upon increase.

Commercial/Institutional Increases (Schedules C1 and C2)

Effective June 17, 2019 - \$2.00*
Effective May 1, 2020 - \$0.30
Effective May 1, 2021 - \$0.30
Effective May 1, 2022 - \$0.30

* The April 1, 2019 increase of \$0.20 on the monetary package will be deducted from the June 17, 2019 increase.

E. Statutory Holidays

1. Annual vacation pay and statutory holiday pay shall be combined at the total rate of eight percent (8%) of gross earnings, and shall be paid to each employee on each pay cheque and upon termination of employment.
2. 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.

F. Shifts**1. Scheduling of Shifts**

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.

COMMERCIAL/INSTITUTIONAL ADDENDUM**PAGES 3 OF 4****2. Shift Premiums**

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all other classifications based on their percentage of the equivalent Certified Journeyperson rate. Second and subsequent meal breaks shall not be considered hours worked.

Day Shift No shift premium.

Afternoon Shift The Certified Journeyperson rate shall be increased by three dollars (\$3.00) 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 Certified Journeyperson rate shall be increased by three dollars (\$3.00) for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am.

G. Out of Town Projects

When a non local resident employee is employed on an out-of-town project, the Employer shall supply an "employer supplied room plus daily meal allowance" or, with the mutual agreement of such employee, shall pay a daily "living out allowance" in lieu thereof. The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis, although initial and terminal travel distance shall be calculated from the Employee's residence in B.C. or the Yukon Territory to the project via the most direct route. For Employees who reside outside of B.C. or the Yukon Territory, the distance will be measured from the point the employee first enters the Province of British Columbia or the Yukon Territory while following the most direct route to the jobsite. Such terms shall be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel. Employers are advised that if such mutual agreement, in writing, cannot be provided to the Union within one (1) week of request, the industrial standards for daily travel and initial and terminal travel shall apply.

H. Hours of Work and Overtime

1. 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. 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.
2. 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 OPCMIA members employed on such project.

- a. On a regular work week, the first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half (1-1/2) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time. ***Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See Appendix "D" - LOU re: Saturday Overtime Rates attached to this Agreement.**

- b. On a compressed work week, 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 straight time hourly wage rate. The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. 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 straight time hourly wage rate. ***Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See Appendix "D" - LOU re: Saturday Overtime Rates attached to this Agreement.**

I. **Hiring and Dispatch**

After there are two (2) cement masons cleared through the dispatch system to a specific commercial/institutional project, the Employer may exercise the option to obtain employees elsewhere, it being understood that employees so hired shall meet the Union qualifications and shall possess the skills, ability and expertise to perform the available work.

MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A1.1"
INDUSTRIAL

Schedule "A1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

"Inside" Lower Mainland/Fraser Valley

Effective June 17, 2019

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 12%	Benefit Plan	Pension	Appr. and TP	CAF	CIRP	* JAPlan	BCBCBTU	D&A	Total Monetary Package
Journeyman												
Foreperson (FP)	115%	46.23	5.548	2.550	4.500	0.485	0.130	0.040	n/a	0.050	0.010	59.543
Leadhand (LH)		40.55	4.866	2.550	4.500	0.485	0.130	0.040	n/a	0.050	0.010	53.181
Certified (CJP)	100%	40.20	4.824	2.550	4.500	0.485	0.130	0.040	n/a	0.050	0.010	52.789
Cement Mason Apprentice or Uncertified Cement Mason												
6th Term or Level 6	95%	38.19	4.583	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	50.088
5th Term or Level 5	90%	36.18	4.342	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	47.837
4th Term or Level 4	85%	34.17	4.100	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	45.585
3rd Term or Level 3	80%	32.16	3.859	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	43.334
2nd Term or Level 2	75%	30.15	3.618	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	41.083
1st Term or Level 1	70%	28.14	3.377	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	38.832
Pre-Apprentice	45%	18.09	2.171	n/a	n/a	0.485	0.130	0.040	n/a	0.050	0.010	20.976

* JAPlan contributions have been temporarily suspended effective May 1, 2018.

MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A2.1"
INDUSTRIAL

Schedule "A2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley **Effective June 17, 2019**

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 12%	Benefit Plan	Pension	Appr. and TP	CAF	CIRP	* JAPlan	BCBCBTU	D&A	Total Monetary Package
Journeyman												
Foreperson (FP)	115%	45.08	5.410	2.550	4.500	0.485	0.130	0.040	n/a	0.050	0.010	58.255
Leadhand (LH)		39.55	4.746	2.550	4.500	0.485	0.130	0.040	n/a	0.050	0.010	52.061
Certified (CJP)	100%	39.20	4.704	2.550	4.500	0.485	0.130	0.040	n/a	0.050	0.010	51.669
Cement Mason Apprentice or Uncertified Cement Mason												
6th Term or Level 6	95%	37.24	4.469	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	49.024
5th Term or Level 5	90%	35.28	4.234	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	46.829
4th Term or Level 4	85%	33.32	3.998	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	44.633
3rd Term or Level 3	80%	31.36	3.763	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	42.438
2nd Term or Level 2	75%	29.40	3.528	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	40.243
1st Term or Level 1	70%	27.44	3.293	2.550	4.050	0.485	0.130	0.040	n/a	0.050	0.010	38.048
Pre-Apprentice	45%	17.64	2.117	n/a	n/a	0.485	0.130	0.040	n/a	0.050	0.010	20.472

* JAPlan contributions have been temporarily suspended effective May 1, 2018.

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B1.1"
INDUSTRIAL

Schedule "B1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

"Inside" Lower Mainland/Fraser Valley

Effective June 17, 2019

<u>Employer Contributions:</u>	FP	LH	CJP	6	5	4	3	2	1	PA
*Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
*Union Pension Plan	4.500	4.500	4.500	4.050	4.050	4.050	4.050	4.050	4.050	n/a
†Apprenticeship and Trade Promotion	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485
†Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
†Rehabilitation Plan	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
†JAPlan	n/a	n/a								
†BCBCBTU	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
Total Employer Contributions	7.765	7.765	7.765	7.315	7.315	7.315	7.315	7.315	7.315	0.715
<u>Employee Deductions:</u>										
*Field Dues (Local + International)	1.590	1.590	1.590	1.380	1.380	1.380	1.380	1.380	1.380	0.630
*BC Building Trades	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
*Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
*Apprenticeship Training (after tax)	n/a	n/a	n/a	1.000	1.000	1.000	1.000	1.000	1.000	n/a
†Rehabilitation Plan	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
Total Employee Deductions	1.740	1.740	1.740	2.530	2.530	2.530	2.530	2.530	2.530	0.780
Total Hourly Remittance										
ST	9.505	9.505	9.505	9.845	9.845	9.845	9.845	9.845	9.845	1.495
1.5X OT	13.880	13.880	13.880	12.890	12.890	12.890	12.890	12.890	12.890	1.865
2X OT	18.255	18.255	18.255	16.935	16.935	16.935	16.935	16.935	16.935	2.235

* Employer contributions and employee deductions which are calculated on the basis of "hours earned".

† Employer contributions and employee deductions which are calculated on the basis of "hours worked".

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B2.1"
INDUSTRIAL

Schedule "B2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley**Effective June 17, 2019**

Employer Contributions:	FP	LH	CIP	6	5	4	3	2	1	PA
*Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
*Union Pension Plan	4.500	4.500	4.500	4.050	4.050	4.050	4.050	4.050	4.050	n/a
†Apprenticeship and Trade Promotion	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485
†Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
†Rehabilitation Plan	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
†JAPlan	n/a	n/a								
†BCBCBTU	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
Total Employer Contributions	7.765	7.765	7.765	7.315	7.315	7.315	7.315	7.315	7.315	0.715
Employee Deductions:										
*Field Dues (Local + International)	1.560	1.560	1.560	1.350	1.350	1.350	1.350	1.350	1.350	0.600
*BC Building Trades	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
*Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
*Apprenticeship Training (after tax)	n/a	n/a	n/a	1.000	1.000	1.000	1.000	1.000	1.000	n/a
†Rehabilitation Plan	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
Total Employee Deductions	1.710	1.710	1.710	2.500	2.500	2.500	2.500	2.500	2.500	0.750
Total Hourly Remittance										
ST	9.475	9.475	9.475	9.815	9.815	9.815	9.815	9.815	9.815	1.465
1.5X OT	13.835	13.835	13.835	12.845	12.845	12.845	12.845	12.845	12.845	1.820
2X OT	18.195	18.195	18.195	16.875	16.875	16.875	16.875	16.875	16.875	2.175

* Employer contributions and employee deductions which are calculated on the basis of "hours earned".

† Employer contributions and employee deductions which are calculated on the basis of "hours worked".

MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "C1.1"
COMMERCIAL/INSTITUTIONAL

Schedule "C1.1" shall apply to all commercial/institutional projects which are located inside the Lower Mainland/Fraser Valley.

"Inside" Lower Mainland/Fraser Valley

Effective June 17, 2019

Employee Classifications:	%	Base Rate	VP/SHP 8%	Benefit Plan	Pension	Appr. and TP	CAF	CIRP	* JAPlan	BCBCBTU	D&A	Total Monetary Package
Journeyman												
Foreperson (FP)	115%	38.55	3.084	2.550	4.000	0.485	0.130	0.040	n/a	0.050	0.010	48.897
Leadhand (LH)		33.87	2.710	2.550	4.000	0.485	0.130	0.040	n/a	0.050	0.010	43.845
Certified (CJP)	100%	33.52	2.682	2.550	4.000	0.485	0.130	0.040	n/a	0.050	0.010	43.467
Cement Mason Apprentice or Uncertified Cement Mason												
6th Term or Level 6	95%	31.84	2.548	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	40.457
5th Term or Level 5	90%	30.17	2.413	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	38.646
4th Term or Level 4	85%	28.49	2.279	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	36.836
3rd Term or Level 3	80%	26.82	2.145	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	35.026
2nd Term or Level 2	75%	25.14	2.011	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	33.216
1st Term or Level 1	70%	23.46	1.877	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	31.406
Pre-Apprentice	45%	15.08	1.207	n/a	n/a	0.485	0.130	0.040	n/a	0.050	0.010	17.006

* JAPlan contributions have been temporarily suspended effective May 1, 2018.

MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "C2.1"
COMMERCIAL/INSTITUTIONAL

Schedule "C2.1" shall apply to all commercial/institutional projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective June 17, 2019

Employee Classifications:	%	Base Rate	VP/SHP 8%	Benefit Plan	Pension	Appr. and TP	CAF	CIRP	* JAPlan	BCBCBTU	D&A	Total Monetary Package
Journey person												
Foreperson (FP)	115%	37.40	2.992	2.550	4.000	0.485	0.130	0.040	n/a	0.050	0.010	47.655
Leadhand (LH)		32.87	2.630	2.550	4.000	0.485	0.130	0.040	n/a	0.050	0.010	42.765
Certified (CJP)	100%	32.52	2.602	2.550	4.000	0.485	0.130	0.040	n/a	0.050	0.010	42.387
Cement Mason Apprentice or Uncertified Cement Mason												
6th Term or Level 6	95%	30.89	2.472	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	39.431
5th Term or Level 5	90%	29.27	2.341	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	37.674
4th Term or Level 4	85%	27.64	2.211	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	35.918
3rd Term or Level 3	80%	26.02	2.081	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	34.162
2nd Term or Level 2	75%	24.39	1.951	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	32.406
1st Term or Level 1	70%	22.76	1.821	2.550	2.800	0.485	0.130	0.040	n/a	0.050	0.010	30.650
Pre-Apprentice	45%	14.63	1.171	n/a	n/a	0.485	0.130	0.040	n/a	0.050	0.010	16.520

* JAPlan contributions have been temporarily suspended effective May 1, 2018.

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "D1.1"
COMMERCIAL/INSTITUTIONAL

Schedule "D1.1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

"Inside" Lower Mainland/Fraser Valley

Effective June 17, 2019

*Employer Contributions:	FP	LH	CJP	6	5	4	3	2	1	PA
Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
Union Pension Plan	4.000	4.000	4.000	2.800	2.800	2.800	2.800	2.800	2.800	n/a
Apprenticeship and Trade Promotion	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
JAPlan	n/a									
BCBCBTU	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
Total Employer Contributions	7.265	7.265	7.265	6.065	6.065	6.065	6.065	6.065	6.065	0.715
*Employee Deductions:										
Field Dues (Local + International)	1.290	1.290	1.290	1.110	1.110	1.110	1.110	1.110	1.110	0.510
BC Building Trades	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Apprenticeship Training (after tax)	n/a	n/a	n/a	1.000	1.000	1.000	1.000	1.000	1.000	n/a
Rehabilitation Plan	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
Total Employee Deductions	1.440	1.440	1.440	2.260	2.260	2.260	2.260	2.260	2.260	0.660
Total Hourly Remittance	8.705	8.705	8.705	8.325	8.325	8.325	8.325	8.325	8.325	1.375

* All Employer contributions and employee deductions are calculated on the basis of "hours worked".

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "D2.1"
COMMERCIAL/INSTITUTIONAL

Schedule "D2.1" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley**Effective June 17, 2019**

*Employer Contributions:	FP	LH	CJP	6	5	4	3	2	1	PA
Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
Union Pension Plan	4.000	4.000	4.000	2.800	2.800	2.800	2.800	2.800	2.800	n/a
Apprenticeship and Trade Promotion	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485	0.485
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
Rehabilitation Plan	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
JAPlan	n/a									
BCBCBTU	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
Total Employer Contributions	7.265	7.265	7.265	6.065	6.065	6.065	6.065	6.065	6.065	0.715
*Employee Deductions:										
Field Dues (Local + International)	1.260	1.260	1.260	1.080	1.080	1.080	1.080	1.080	1.080	0.510
BC Building Trades	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Apprenticeship Training (after tax)	n/a	n/a	n/a	1.000	1.000	1.000	1.000	1.000	1.000	n/a
Rehabilitation Plan	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
Total Employee Deductions	1.410	1.410	1.410	2.230	2.230	2.230	2.230	2.230	2.230	0.660
Total Hourly Remittance	8.675	8.675	8.675	8.295	8.295	8.295	8.295	8.295	8.295	1.375

* All Employer contributions and employee deductions are calculated on the basis of "hours worked".

APPENDIX "A" – GUIDE TO TRADE JURISDICTION**PAGE 1 OF 1**

The finishing of all concrete on buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, alleys and roofs, mass or reinforced concrete slabs and all flat surfaces of concrete including the screeding, straightedging, floating and trowelling of same. The laying and spreading and finishing of all types of bituminous concrete. The operation and control of all types of Vacuum Mats used in the drying of concrete or cement floors in preparing same for finish. The operation of finishing machines, power driven floats and trowelling machines shall be performed by the Cement Mason. Mastic flooring, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic and all other types of resilient floors. The finishing or washing of all concrete construction using any colour pigment when mixed with cement, in any other form -- mosaic and nail coat whether done by brush, broom, trowel, float or any other process including operation of machines for scoring floors or any purpose they may be used for in connection with Cement Masons Trade. The rodding, spreading and finishing of all top materials, sills, coping, steps, stairs and risers and running all cement and plastic material 6" base or less shall be the work of the Cement Mason. All preparatory work on concrete construction to be finished, or rubbed, patching, brushing, chipping and bushhammering, rubbing or grinding if done by machine or carborundum stone on all concrete construction. The setting of all curb and gutter forms. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks and so forth, that is set on concrete foundations. All dry packing, grouting and finishing in the setting of all sole plates, treads, pipes and doorjamb, etc., that are set in concrete.

The curing of finished concrete, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.

The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride granolithic or terrazzo composition floors shall be the work of the Cement Mason; including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces, bonding; the preparation and installation of ground or base courses, steps and cove base.

BY AND BETWEEN:

**OPCMIA Union Local 919
(Hereinafter referred to as the "Union")**

AND:

Construction Labour Relations Association of BC (CLR)

**(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Letter of Understanding and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")**

It is understood and agreed by the principle organizations hereto that they will encourage and promote the pre-job concept on the following basis:

- (a) Industrial projects of substantive size.
- (b) Out-of-town projects (industrial, commercial, institutional) of substantive size or special characteristics.
- (c) Commercial, institutional or major residential in-town projects having special characteristics.
- (d) To be called by the B.C.B.T. - B.C.T.C. in consultation and co-operation with CLR and the responsible CLR contractor.
- (e) Arrangements to be made with sufficient lead time for postal notice to affected organizations.
- (f) Pre-jobs shall be open to all building trades Unions affiliated with the B.C.B.T. - B.C.T.C.
- (g) General contractors, management contractors, major sub-contractors.
- (h) Topics of consideration (among others) - hours of labour, overtime, travel, transportation, number of employees required, safety and health, camp, catering, hotel-motel facilities, job durations, responsible representatives, managers and supervisors etc.
- (i) Should irreconcilable differences surface, the terms of the various collective agreements shall prevail.
- (j) Where required or deemed expedient (esp. industrial projects), pre-jobs shall include "jurisdictional mark-ups".
- (k) Where a job or project is of more than local interest and where it is deemed practical and expedient, pre-jobs shall be held in the Lower Mainland.

BY AND BETWEEN:

**OPCMIA Union Local 919
(Hereinafter referred to as the "Union")**

AND:

Construction Labour Relations Association of BC (CLR)

**(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Letter of Understanding and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")**

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Cement Masons Local 919 Standard ICI Agreement. Such terms and conditions shall not be included within the Cement Masons Local 919 Standard ICI Agreement, but shall otherwise be deemed to pertain thereto and be a part thereof. As a result, all other relevant provisions of the Cement Masons Local 919 Standard ICI Agreement (i.e. effective date and duration, grievance resolution procedure, etc.) shall also apply to this Letter of Understanding.

In particular, the parties hereby agree that the provisions of this Letter of Understanding are applicable only on shifts in excess of ten (10) hours. Where mutual agreement is referenced within this Letter of Understanding, the voluntary consent of the majority of employees on a crew shall be required in order for such agreement to have been achieved.

A. Shifts in Excess of Ten (10) Hours

The parties agree that shifts in excess of ten (10) hours occur as a result of either a "Scheduled Shift" or an "Unscheduled Overtime Shift". Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Understanding.

1. Scheduled Shifts

When an employee commences work on a shift in excess of ten (10) hours and such employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be eleven (11) hours and the employee only works eleven (11) hours.

2. Unscheduled Overtime Shifts

- a. When an employee commences work on a shift in excess of ten (10) hours but such employee ultimately works more than the originally scheduled hours, such a shift would be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eleven (11) hours but the employee ultimately works twelve (12) hours.
- b. When an employee commences work on a shift of ten (10) hours or less but such employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours but the employee ultimately works eleven (11) hours.

B. Objective

The objective of this Letter of Understanding is to address the practical differences between

APPENDIX "C" – LETTER OF UNDERSTANDING RE: MEAL BREAKS**PAGE 2 OF 4**

providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

C. Paid Meal Breaks and Hot Meals

Notwithstanding any/all contrary interpretation of this Letter of Understanding, the second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that a hot meal is not supplied, the Employer shall pay a meal allowance to each affected Employee in lieu thereof. The amount shall be seventeen dollars (\$17.00), or the amount specified by CRA as reasonable for an overtime meal allowance.

D. Meal Breaks on Scheduled Shifts**1. Scheduled Shifts In Excess of Ten (10) Hours**

Two (2) meal breaks of one-half ($\frac{1}{2}$) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including twelve (12) hours.

- a. The first one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-third (a) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the two-thirds (b) point of the shift and shall not be considered as time worked/earned.

c. Example - Scheduled Shift of Twelve (12) Hours

4.0 hours	8:00 am to 12:00 noon work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm first meal break (not paid)
4.0 hours	12:30 pm to 4:30 pm work (straight time or overtime as the day/shift warrants)
0.5 hours	4:30 pm to 5:00 pm second meal break (payable at straight time)
4.0 hours	5:00 pm to 9:00 pm work (straight time or overtime as the day/shift warrants)

2. Scheduled Shifts in Excess of Twelve (12) Hours

Three (3) meal breaks of one-half ($\frac{1}{2}$) hour each shall be provided on all Scheduled Shifts in excess of twelve (12) hours, up to and including sixteen (16) hours.

- a. The first one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-quarter ($\frac{1}{4}$) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-half ($\frac{1}{2}$) point of the shift and shall not be considered as time worked/earned.
- c. The third one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the three-quarters ($\frac{3}{4}$) point of the shift and shall not be considered as time worked/earned.

d. Example - Scheduled Shift of Fourteen (14) Hours

3.5 hours	8:00 am to 11:30 am work (straight time or overtime as the day/shift warrants)
0.5 hours	11:30 am to 12:00 noon first meal break (not paid)

APPENDIX "C" – LETTER OF UNDERSTANDING RE: MEAL BREAKS**PAGE 3 OF 4**

3.5 hours	12:00 noon to 3:30 pm work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:30 pm work (overtime as the day/shift warrants)

E. Meal Breaks on Unscheduled Overtime Shifts

The parties acknowledge that it is the "unscheduled" nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

Option #1 - Early Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of twelve (12) hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original shift was a nine (9) hour or ten (10) hour shift.

Option #2 - Late Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

a. Default Provision

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

b. Flexible Provision

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected employees in order to determine if a majority of the crew

APPENDIX "C" – LETTER OF UNDERSTANDING RE: MEAL BREAKS

wishes to delay the second meal break until after the one-half (½) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

5.0 hours	7:00 am to 12:00 noon work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm first meal break (not paid)
5.0 hours	12:30 pm to 5:30 pm work (straight time or overtime as the day/shift warrants)
0.5 hours	5:30 pm to 6:00 pm work (overtime)
0.5 hours	6:00 pm to 6:30 pm second meal break (payable at straight time)

The typical application of this schedule would allow for employees to depart for home at 6:30 pm, and be paid the meal allowance in lieu of the hot meal.

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

OPCMIA LOCAL 919

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

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

Collective agreements that currently provide for more hours being paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate or for hours paid at less than time and one-half (1.5X) on Saturdays, the existing provisions shall continue to be applied.

APPENDIX "E" – LIST OF SIGNATORY EMPLOYERS - INDUSTRIAL**PAGE 1 OF 2**

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 date of signing the following employers have authorized CLR to bargain a renewal Cement Masons Local 919 Standard Industrial Agreement with OPCMIA Cement Masons Local 919 and to sign such Agreement on their behalf.

1. Bantrel Constructors Co.
2. BFI Constructors Ltd.
3. Commonwealth Construction Canada Ltd.
4. Fluor Constructors Canada Ltd.
5. Ganotec West ULC
6. Horton CBI, Limited
7. Jacobs Industrial Services Ltd.
8. KBR Industrial Canada Co.
9. W.S. Nicholls Construction Inc.

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

APPENDIX "E" – LIST OF SIGNATORY EMPLOYERS – C/I**PAGE 2 OF 2**

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 date of signing the following employers have authorized CLR to bargain a renewal Cement Masons Local 919 Standard Commercial/Institutional Agreement with OPCMIA Cement Masons Local 919 and to sign such Agreement on their behalf.

1. Bantrel Constructors Co.
2. BFI Constructors Ltd.
3. Commonwealth Construction Canada Ltd.
4. Ganotec West ULC
5. Jacobs Industrial Services Ltd.
6. KBR Industrial Canada Co.
7. W.S. Nicholls Construction Inc.

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.