

TERRAZZO WORKERS STANDARD ICI AGREEMENT

By and Between:

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

(the "Union")

And:

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

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

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

(the "Employer")

(collectively, the "Parties")

May 01, 2019 to April 30, 2023

Refer to Appendix “A” for definitions and abbreviations applicable to this Agreement.

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ARTICLE 1.000 - OBJECTS

The objects of this Agreement shall be to stabilize the industry, elevate the trade, promote peace and harmony between Employers and Employees, facilitate the peaceful adjustment of all disputes and grievances, and prevent strikes, lockouts, waste, expense, and avoidable and unnecessary delays in construction and repair work.

ARTICLE 2.000 - EFFECTIVE DATE AND DURATION

- 2.100** 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 this Agreement, within four (4) months immediately preceding the date of expiry of this Agreement, which is 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.
- 2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Collective Agreement.
- 2.300** The operation of Section 50(2) and Section 50(3) of the *Labour Relations Code* is hereby excluded in accordance with Section 50(4) of the *Labour Relations Code*.

ARTICLE 3.000 - WAGES AND PREMIUMS

3.100 Wages

- 3.101** The schedule of minimum straight time hourly wage rates provided for within Schedules "A" shall apply to all projects governed by this Agreement. Wages shall be paid at the end of shift, at least every two (2) weeks. Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically via secure internet/email.
- 3.102** In the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- 3.103** Notwithstanding any/all contrary provisions contained within this Agreement, the Parties clarify that all payroll shall be processed in a manner consistent with CRA regulations.
- 3.104** Any Employee(s) who requires off site medical attention and does not return to the project, or when a qualified industrial first aid attendant recommends rest for the remainder of the shift, shall be paid for the full shift.

3.200 Monetary Package

- 3.201** The following monetary package increases shall apply. The monetary package shall consist of wages, plus annual vacation and statutory holiday pay, plus Employer contribution to Union Benefit Plan, plus Employer contribution to Union Pension Plan. The Union retains the right to distribute such increases, at its discretion, between the above listed components of the monetary package only.
- 3.202** The following increases shall apply to 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. Refer to Schedules "A" for actual rates of pay.

Commercial/Institutional

Effective June 17, 2019 - \$0.75
Effective May 1, 2020 - \$0.75
Effective May 1, 2021 - \$0.75
Effective May 1, 2022 - \$0.75

* The \$0.75 increase on June 17, 2019 is a combination of Arbitrator Larson's Wage reopener award and the LRB imposed wage increase. See Appendix "E" for further details.

Industrial

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

3.300 Height Pay

Any Employee who is required to work any portion of a shift on hanging scaffolds at a height of more than fifty (50) feet from the ground on the exterior of a structure or vessel, or more than fifty (50) feet from the floor or bottom in the interior of a structure or vessel, shall be paid a premium of twenty five cents (\$0.25) per hour above such Employee's otherwise applicable straight time hourly wage rate for the entire shift. Notwithstanding the foregoing, such premium shall not apply to full width suspended scaffolds with proper guard rails.

3.400 Underground Premium

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

ARTICLE 4.000 - EMPLOYEE CLASSIFICATIONS

4.100 Foreperson

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

4.200 Terrazzo Mechanic

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

4.300 Helper

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

4.400 Apprentices

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

4.401 Monetary Package

- (a) The minimum straight time hourly wage rate for an Apprentice shall be determined as a percentage of the applicable Terrazzo Mechanic minimum straight time hourly wage rate on the project. Refer to Article 4.402 for corresponding percentages.
- (b) All Employer contributions and Employee deductions shall apply. Notwithstanding the foregoing, the applicable Employer Pension Plan contributions and Employee Pension Plan Deductions do vary according to the term of apprenticeship. Employer Pension contributions and Employee deductions are not required for A1 (1st term) and A2 (2nd term) Apprentices. Pension contributions on behalf of all other Apprentice classifications shall be pro-rated based on their applicable percentage. Refer to Schedules "B" for details.

4.402 Classification and Recruitment

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

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

4.403 Training

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

- (a) Apprentices shall serve a three (3) year period of continuous employment at the Terrazzo trade, including school instruction if provided. The first three (3) months of such period shall be a probationary period.
- (b) Apprentices shall be given a thorough training in all aspects of the trade.
- (c) Apprentices shall work a minimum of one (1) year under the supervision of a Terrazzo Mechanic.
- (d) Upon completion of the Tilesetters Red Seal Program, the Apprentice shall be reclassified as a Terrazzo Mechanic.

4.404 Apprentice Log Book

- (a) An Apprentice Log Book shall be developed in which the Apprentice shall maintain an accurate record of their employment hourly work functions, and such Log Book shall include space for verification by a Terrazzo Mechanic, as well as by the Employer.
- (b) Apprentices shall ensure their Log Book is complete and up-to-date. Such Log Book shall be reviewed periodically by the Union and shall be used to determine whether or not the Apprentice is receiving training in accordance with the apprenticeship program.

4.405 Employment Ratios

An Employer shall be permitted to employ one (1) Apprentice for each two (2) Terrazzo Mechanics. Such ration shall be calculated on a company wide basis.

4.500 Pre-Apprentices

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

4.501 Monetary Package

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

4.502 Advancement

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

4.503 Union Membership

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

ARTICLE 5.000 - MONTHLY REMITTANCES AND RATE CALCULATIONS

5.100 Monthly Remittances

- 5.101** The Employer shall remit to the Union all Employer contributions and Employee deductions required in accordance with this Agreement on behalf of Employees working under the terms of this Agreement.
- 5.102** Such remittance shall be made by a single payment, accompanied by a correctly completed Monthly Employer Contribution Report, and shall be received by the Union not later than the fifteenth (15th) calendar day of the month following that for which such payments are payable.
- 5.103** The Union shall notify the Employer, in writing, of any delinquent remittance. If the Employer fails to respond to such notification, within two (2) regular working days of receiving same, the Union shall require the delinquent Employer to pay the greater of either a penalty in the amount of ten percent (10%) of the delinquent remittance, or a sum of fifteen dollars (\$15.00).
- 5.104** Notwithstanding Article 11.300, the Union may also withdraw its members from a delinquent Employer, and such withdrawal shall not be deemed a violation of this Agreement.
- 5.105** (a) All Employer contributions and Employee deductions required under the terms of this Agreement are deemed, without exception, to be held in trust by the Employer until remitted in the manner set forth in Article 5.100.
- (b) Furthermore, all Employer contributions and Employee deductions required under the terms of this Agreement, are also deemed, without exception, to be wages due the Employee, which the Employee has chosen to assign to the respective Plans, Funds, Organizations, etc., for the purposes of receiving benefits from same.
- (c) As a result, if the Employer fails to remit all Employer contributions and Employee deductions required under the terms of this Agreement, and/or if the Employer fails to deduct such Employee deductions required under the terms of this Agreement from an Employee's pay cheque, such Employer shall be liable for the full amount due.
- 5.106** As a condition of employment, each Employee shall submit to the Union a written authorization for all Employee deductions required in accordance with this Agreement. Thereafter, if the Employer subsequently fails to make the required Employee deduction(s), such Employer shall be held liable for the amount due.
- 5.107** The Union shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined

remittances to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.

5.200 Calculation of Monetary Package and Wage Rates

The Union and CLR shall mutually agree on all calculations involved in determining the breakdown of the monetary package, and hourly wage rates for all Employee classifications and/or premiums requiring calculation. The Union and CLR shall also mutually agree on the format of the Monthly Employer Contribution Report. Such mutual agreements shall be reached prior to such information and/or documents being distributed to either the Union membership and/or any Employer signatory to this Agreement. The foregoing shall not be interpreted to mean the Union does not retain sole authority to determine allocation of the monetary package.

5.300 Inspection of Employer Records

- 5.301** The Trustees of the Bricklayers and Masons Welfare Plan and Pension Fund may appoint an independent accounting firm to inspect the payroll and monthly remittance records of a delinquent Employer. Notwithstanding the foregoing, only Employer records for the immediately preceding twelve (12) month period shall be subject to inspection.
- 5.302** Such inspection shall take place during regular working hours and the results shall be reported to the various Plans, Funds, Organizations, etc. in respect of which Employer contributions and/or Employee deductions are required in accordance with this Agreement.
- 5.303** In the event such inspection reveals that the Employer did not properly remit any/all Employer contributions and/or Employee deductions required in accordance with this Agreement, the Employer shall, at the direction of the Trustees, be required to remit all outstanding Employer contributions and/or Employee deductions, and/or reimburse the Bricklayers and Masons Welfare Plan and Pension Fund for the cost of the inspection.
- 5.304** Refer also Article 5.104.

5.400 Wage Security Bond

Refer to Appendix "C".

ARTICLE 6.000 - UNION BENEFIT PLANS

6.100 Administration

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

6.200 Bricklayers and Masons Welfare Plan

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

6.300 Bricklayers and Masons Pension Fund

- 6.301** The Employer shall contribute the required amount(s) to the Bricklayers and Masons Pension Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B" attached hereto. The Employer shall annually issue to each Employee, on their T-4 slip, a statement of contributions made to the Pension Plan on behalf of such Employee.
- 6.302** The Employer shall process an Employee Pension Fund deduction for the required amount(s) in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B" attached hereto.

ARTICLE 7.000 - UNION DUES, PERM IT FEES AND REPRESENTATIVES

7.100 Union Dues

The Employer shall deduct such amount(s) as the Union directs, on a monthly, weekly and/or hourly basis, and shall forward such deductions in the manner set forth in Article 5.000. Notwithstanding the foregoing, the Union shall provide the Employer with not less than thirty (30) days written notice of a change in the Union Dues deduction amount(s). Refer also to Schedules "B".

7.200 Union Permit Fees

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

7.300 Union Representatives

- 7.301** Union Representatives, in the carrying out of their regular duties, shall be permitted access to a project during the meal period(s), but at any other time shall first be required to notify the Employer.
- 7.302** Job Stewards shall be recognized on all projects and shall not be discriminated against. The Union shall notify the Employer, in writing, of the name of the Job Steward and any subsequent change thereto.

ARTICLE 8.000 - INDUSTRY FUNDS

8.100 Union Related Funds

The Employer shall deduct the amounts stipulated in schedules "B" for each hour worked from each employee's pay cheque, and shall remit such deductions to the following Union related funds in the manner set forth in Article 5.000 : BCBT Fund , SkillPlan and the Canadian Building Trades.

8.200 Contract Administration Fund**8.201 Employer Contribution**

- (a)** The Employer shall contribute the amounts stipulated in schedules "B" for each hour worked, inclusive of GST, to the Contract Administration Fund in the manner set forth in Article 5.000. CLR may alter this amount by providing the Union with sixty (60) calendar days' written notice.

- (b) Any cost incurred by the Union with respect to having to change the Monthly Employer Contribution Report, as a direct result of a change in the Contract Administration Fund contribution amount, shall be borne by CLR.

8.202 Union Collection and Payment

- (a) The Union shall collect and forward to CLR, without exception, all monies designated for the Contract Administration Fund and received in accordance with the Monthly Employer Contribution Report.
- (b) Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report form which shall include at least the following information for each Employer from whom contributions were collected:
- name of Employer,
 - number of contribution hours,
 - total contribution amount, and
 - period for which contributions were payable.
- (c) The Union shall be entitled to deduct an amount equal to six percent (6%) of the total collected Employer contributions to the Contract Administration Fund to cover administration costs, prior to forwarding such contributions to CLR. The amount of such deduction shall also be included on the form provided for in Article 8.202 (b).
- (d) A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.

8.300 Rehabilitation Plan

The Employer shall contribute the amounts stipulated in schedules "B" for each hour worked to the Rehabilitation Plan in the manner set forth in Article 5.000. The Employer shall deduct the amounts stipulated in schedules "B" for each hour worked to the Rehabilitation Plan in the manner set forth in Article 5.000.

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

The Employer shall contribute the amounts set out in schedules "B" for each hour worked to the D&A Policy in the manner set forth in Article 5.000.

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

8.500 Jurisdictional Assignment Plan

The Employer shall contribute the amounts stipulated in schedule "B" for each hour worked to the Jurisdictional Assignment Plan in the manner set forth in Article 5.000. The Jurisdictional Assignment Plan, as agreed to by and between the 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 Jurisdictional Assignment Plan, the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, Arbitration or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for noncompliance with the

Umpire's ruling for the period subsequent to the ruling.

8.600 BCBCBTU Fund

The Employer shall contribute the amounts stipulated in schedules "B" for each hour worked to the BCBCBTU Fund in the manner set forth in Article 5.000. Notwithstanding the foregoing, such requirement shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

ARTICLE 9.000 - HOURS OF WORK

9.100 Shifts

9.101 Starting and Stopping

- (a) The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion. Notwithstanding the foregoing, the starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of IUBAC members employed on such project.
- (b) Employees shall be at the workplace and ready to start work at the designated starting time, except as may otherwise be provided by this Agreement. On Industrial projects the starting and stopping times shall be at the tool lock-up, or on non-camp projects, the lunchroom.

9.102 Day Shift

The regular workday shall be eight (8) hours between the hours of 8:00 am and 4:30 pm, with a one-half (1/2) hour mid-shift meal break. The regular work week shall be five (5) days, forty (40) hours, between 8:00 am Monday and 4:30 pm Friday.

9.103 Afternoon and Night Shift Premiums

Commercial/Institutional

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

The Employer shall pay a shift premium 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 employee classifications based on their percentage of Terrazzo Mechanic's rate. Second and subsequent meal breaks shall not be considered hours worked.

| | |
|-----------------|--|
| Day Shift | No shift premium. |
| Afternoon Shift | The Terrazzo Mechanic minimum straight time hourly wage 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 Terrazzo Mechanic minimum straight time hourly wage 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.

Industrial

The Employer may schedule an afternoon and/or night shift as required. Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. It shall not be necessary for there to be a day shift in order for there to be an afternoon shift.

The Employer shall pay a shift premium 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 employee classifications based on their percentage of Terrazzo Mechanic's rate. Second and subsequent meal breaks shall not be considered hours worked.

| | |
|-----------------|---|
| Day Shift | No shift premium |
| Afternoon Shift | The Terrazzo Mechanic minimum straight time hourly wage rate shall be increased by four dollars (\$4.00) per hour worked on any shift which commences on or after 3:30 pm but prior to 8:30 pm. |
| Night Shift | The Terrazzo Mechanic minimum straight time hourly wage rate shall be increased by four dollars (\$4.00) per hour worked on any shift which commences on or after 8:30 pm but prior to 1:01 am. |

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

9.200 Compressed Work Week

A compressed work week may be established by the Employer. The terms and conditions of such compressed work week shall be as follows and shall supercede any/all contrary provisions of the Agreement.

9.201 Hours of Work

- (a) Ten (10) straight time hours (7:30 am to 6:00 pm, inclusive of a meal break) shall constitute the compressed work weekday shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:00 pm to 4:30 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Notwithstanding Articles 9.201 (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

9.202 Overtime

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
 - (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
 - (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable minimum straight time hourly wage rate.
- * For the term of this Collective Agreement, as ordered by BC LRB in Case No. 71918, June 3, 2019, the first ten (10) hours of overtime worked on Saturday shall be payable at one and one-half (1.5) times the otherwise applicable minimum straight time hourly wage rate. See Appendix "B" for further details.

9.203 Statutory Holidays

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

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

9.300 Inclement Weather Reporting Time

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

9.400 Overtime**9.401 Definition**

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

overtime rate until such time as a break of eight (8) hours occurs.

9.402 Premiums

- (a) The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
 - (b) The first eight (8) hours of overtime on Saturdays shall be paid at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
 - (c) Notwithstanding Article 9.402 (b) (i), on Industrial Construction projects only, all overtime on Saturdays shall be paid at double time where the preponderance of other trades working on the project are signatory to Building Trade Union collective agreements and such agreements provide for double time overtime on Saturdays.
 - (d) All other overtime, and all overtime on Sundays and Statutory Holidays shall be paid at double time.
- * For the term of this Collective Agreement, as ordered by BC LRB in Case No. 71918, June 3, 2019, the first ten (10) hours of overtime worked on Saturday shall be payable at one and one-half (1.5) times the otherwise applicable minimum straight time hourly wage rate. See Appendix "B" for further details.

9.500 Meal Breaks and Rest Periods

9.501 Meal Breaks

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

9.502 Rest Periods

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

ARTICLE 10.000 - ANNUAL VACATION AND STATUTORY HOLIDAYS

10.100 Annual Vacation Pay and Statutory Holiday Pay

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

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

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

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

10.200 Annual Vacation

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

10.300 Statutory Holidays

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

10.301 New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding BC Day, BC Day, Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the Federal, Provincial, or Territorial Governments. 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.

10.302 Notwithstanding Article 10.301, the Friday preceding Labour Day may be floated, and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.

10.303 (a) When a statutory holiday falls on a Saturday or Sunday, the following work day(s) shall be observed in place thereof.

(b) All work performed on Statutory Holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate, in addition to the annual vacation pay and statutory holiday pay provided for in Article 10.100. No work shall be performed on Labour Day.

ARTICLE 11.000 - HIRING AND UNION SECURITY

11.100 Hiring

11.101 Productivity

The Union acknowledges that a qualified and competent labour force, capable of performing at a satisfactory level of productivity, is required by the Employer in order to compete successfully against other contractors engaged in the terrazzo industry who are operating in the open shop sector. The Union further acknowledges that all

Employees are expected to perform at a level of productivity satisfactory to their Employer. As a result, the Union shall ensure that a qualified, competent, and productive labour force is readily available to all signatory Employers and shall work with such Employers via the MCA of BC to increase the overall skills and productivity of Union members. Refer also to Article 15.000.

11.102 Name Request

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

11.103 Union Membership

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

11.200 Leaves of Absences

11.201 Military Leave

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

11.202 Pregnancy and Parental Leave

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

11.300 Withdrawal of Labour

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

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

11.302 When such removal takes place, the Union shall authorize Employees on the project(s) to carefully put away all tools, materials, equipment or any other property of the

Employer in a safe manner and to the entire satisfaction of the Employer.

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

11.304 Refer also to Article 5.104.

11.400 Sub-Contracting

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

11.401 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.

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

- (a) on any Concert Properties project(s), and/or
- (b) to any contractor unless such contractor has both a valid CRA business number and is duly registered with WSBC.

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

ARTICLE 12.000 - OUT OF TOWN PROJECTS

12.100 Initial and Terminal Travel Allowance

12.101 (a) The Employer shall pay an initial and terminal travel allowance per road kilometer pursuant to Article 12.400 to any Employee who is directed or dispatched to an out-of-town project. Such allowance shall be payable each way, and the distance travelled shall be calculated from the Employee's residence in B.C. or the Yukon Territory to the project via the most direct route. Should an employee's residence be outside those boundaries 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. No additional payment or reimbursement for travel time or incurred expenses shall be required, except as otherwise specifically required within Article 12.100.

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

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

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

- (a) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (b) The Employer shall pre-arrange the air travel to/from the airport nearest the Employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly "standby".
- (c) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

- 12.104** Notwithstanding any/all contrary provision(s) of this Article, where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance "lump sum" amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- 12.105** The Employer shall ensure that an Employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses (i.e. ferry fares, etc.) within seven (7) calendar days or earlier if practical for the Employer, of the Employee's first shift on the project. Notwithstanding the foregoing, the Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- 12.106** Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates 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 be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.

12.200 Out of Town Accommodation

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

12.201 Commercial/Institutional Projects

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

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

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

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

12.202 Industrial Construction Projects

(a) Room and Board Allowance

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

Option #1 The Employer shall provide the employee with a daily lump sum Living Out Allowance (LOA) of one hundred and fifty dollars (\$150.00). Effective May 1, 2022 this amount shall be increased to one hundred and fifty-five dollars (\$155.00).

Option #2 The Employer shall provide the employee with a single room plus a sixty-seven dollar and fifty cent (\$67.50) daily meal allowance . Effective May 1, 2022 this amount shall be increased to seventy dollars (\$70.00) per day. If the Employer provided room is forty (40) road kilometers or less from the project, no daily travel allowance shall be paid. If the Employer provided room is more than forty (40) road kilometers from the project, a daily travel allowance pursuant to Article 12.400 shall be paid each way to/from the forty (40) kilometer boundary.

(b) Camp Accommodation

- (i) Camp accommodations, when supplied, shall meet the standards and requirements of the applicable Construction Camp Rules and Regulations Agreement by and between BCBT and CLR. An Employee may refuse to live in accommodations which do not meet such standards.
- (ii) Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided Employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the Employee.

(c) Weekend Checkout

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

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

(d) Marshalling Points

On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess

of thirty (30) minutes. It is agreed that in the event that camp accommodation is unavailable for all Employees, the Employer and Union shall mutually agree to terms governing travel time.

12.300 Periodic Leave

- 12.301 (a)** On Out of Town projects of over fifty (50) calendar days duration, a periodic leave shall be made available to Employees every forty (40) calendar days.
- (b)** Effective the date of implementation, when leave is desired in accordance with Article 12.301 (a), an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave. The mileage shall be computed from the project to the Employee's place of departure.

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

- 12.302 (a)** The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.
- (b)** The timing of such periodic leave shall be decided by mutual agreement. In no event shall an Employee receive leave unless he actually returns to their place of departure. Living Out Allowances shall not be paid during leave periods.
- 12.303** Employees qualifying for periodic leave shall be returned to the transportation terminal nearest the Employee's domicile, except out of province Employees who shall be returned to their point of dispatch within the province of BC.
- 12.304** There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.

12.400 Increases to Travel Allowance

The amount per road kilometer payable as an initial and terminal travel allowance shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometer" amount which shall be payable as an initial and terminal travel allowance shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

ARTICLE 13.000 – LOCAL TRAVEL

An Employee shall be paid a daily travel allowance for travel to and from a project in order to reimburse such Employee for travel costs and travel time. Such daily travel allowance shall be payable in accordance with this Article.

13.100 No daily travel allowance shall be payable on any project located within the Lower Mainland. Refer to Appendix "A" for definition of Lower Mainland.

13.200 A daily travel allowance pursuant to Article 13.400 shall be paid to any Employee who resides within the Lower Mainland and uses their own vehicle to travel from their residence to a project located outside of the Lower Mainland. Such allowance shall be payable, each way,

for each kilometer driven between the Lower Mainland boundary and the project.

13.300 A daily travel allowance shall be paid to any Employee who resides outside of the Lower Mainland and uses their own vehicle to travel from their residence to a project located outside of the Lower Mainland. Such allowance shall be payable in accordance with the following schedule.

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

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

13.400 The daily travel allowance amount per road kilometer shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometer" amount which shall be payable pursuant to Article 13.000 shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

ARTICLE 14.000 - WORKING CONDITIONS

14.100 Harassment and Discrimination

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

14.200 Telephones

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

Cell Phone Apps

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

14.300 Drinking Water and Salt Tablets

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

14.400 Accident Prevention

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

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

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

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

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

- (a) **Certifications:** Employees shall be responsible for ensuring they possess all required certifications (eg. Workplace Hazardous Materials Information System training, Record of Hearing Test, etc.), and that such certifications are valid. Proof of such certifications shall be provided to the Employer upon request.

- (b) **Personal Protective Equipment:** Employees shall be responsible for personally providing and utilizing the following, as required under regulations imposed by the WorkSafeBC, and/or any other such body (i.e. Federal, Provincial, or Municipal Governments, etc.), having the authority to enact same:

- (i) clothing suitable for protection against the natural elements to which they may be exposed, and
- (ii) all such personal protective equipment generally regarded as being the responsibility of the Employee. Such personal protective equipment shall include, but not be limited to, Canadian Standards Association (CSA) approved: gloves, safety headgear, and steel toed safety footwear complete with above ankle support.
- (iii) The Employer shall be responsible for supplying appropriate gloves and protective clothing to Employees working with epoxy.
- (iv) The Employer shall be responsible for supplying proper protective gear to Employees working with toxic and dangerous materials and tools.

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

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

14.500 Tools

14.501 All Employees with the exception of Pre-Apprentices shall be required to supply the ordinary tools of the trade.

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

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

delay or mishap. Tool transportation costs are the responsibility of the Employer.

ARTICLE 15.000 - PRODUCTIVITY

The parties signatory to this Agreement recognize that in the interest of preserving and expanding employment opportunities they have a mutual obligation to consider steps to maintain a standard of productivity in order that the terrazzo industry can pay the wages and fringe benefits stipulated under the terms of this Agreement. To further this objective, the Union and the MCA of BC may institute a sub-committee consisting of an equal number of Employer representatives and Union representatives to make recommendations for the improvement of productivity. Such recommendations may include, but shall not be limited to conducting classes, seminars, and/or clinics, regarding new installation procedures.

ARTICLE 16.000 - GRIEVANCE PROCEDURE

16.100 Definition

16.101 (a) A grievance shall be defined as any "difference" between the parties to this Agreement with respect to its interpretation application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

(b) The party initiating a grievance shall be referred to herein as the aggrieved party. The other party to a grievance shall be referred to as the responding party.

16.102 The two (2) parties to any formal grievance shall be the two (2) parties signatory to this Agreement, namely the Union and CLR (acting on its own behalf and/or on behalf of its respective signatory member Employer(s)).

16.200 Time Limits

16.201 In order to initiate a formal grievance, the aggrieved party must provide written notification to the responding party within thirty (30) calendar days of the date on which the underlying "difference" is alleged to have occurred. Such notification shall include all relevant particulars of the formal grievance and all relevant and reliance documentation. The parties expressly agree that a formal grievance shall not be deemed to have been initiated unless/until the responding party has actually received a copy of the required written notification from the aggrieved party. All time limits shall be strictly enforced.

16.202 Notwithstanding Article 16.201, in the event of an alleged error on a pay cheque, such "difference" shall be deemed to have occurred on the date the pay cheque stub was received by the aggrieved employee(s). Likewise, in the event of an alleged error on the Employer's monthly remittance report, such "difference" shall be deemed to have occurred on the date the remittance report was received by the Union.

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

16.300 Step 1 (Informal Resolution)

Once a formal grievance has been initiated, the parties shall make a concerted good faith effort to work out a mutually agreeable resolution. Notwithstanding the foregoing, unless otherwise

mutually agreed by the parties in writing, the aggrieved party shall be deemed to have abandoned the formal grievance in the event notice of referral to the Arbitrator (in accordance with Article 16.400) has not been received by the responding party within sixty (60) calendar days of the date on which the underlying "difference" is alleged to have occurred. Refer to Article 16.202 for clarification on the interpretation of "occurred"

16.400 Step 2 (Formal Resolution)

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

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

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

16.500 Expenses

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

ARTICLE 17.000 - EXTENT OF AGREEMENT

17.100 Trade Jurisdiction and Scope of Work

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

17.200 Geographical Jurisdiction

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

17.300 More Favourable Terms

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

17.400 Other Agreements Governing Scope of Work**17.401 Copies of Agreement(s)**

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

17.402 Confirmation of Signatory Contractors

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

17.500 Savings Clause

17.501 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any

Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

17.502 In the event that any Article or Section is held invalid, or enforcement of, or compliance with which has been restrained in accordance with Article 17.501, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

17.600 Enabling

17.601 The Union Business Manager, in conjunction with Employers signatory to this Agreement, may determine, on a "project by project" and/or "blanket enabling" basis, if special dispensation is required to become competitive, and should the necessity arise, may, by mutual agreement, and in writing, amend or delete any terms or conditions of this Agreement for the duration of the project(s).

17.602 Notwithstanding Article 17.601 and/or any/all contrary provisions of this Agreement, joint Industry Funds negotiated between the BCBCBTU and CLR (i.e. Rehabilitation Fund, etc.), and/or individual dues to umbrella organizations, shall not be subject to reduction and/or elimination via enabling without the prior written consent of the BCBCBTU and CLR.

17.700 Registration

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

ARTICLE 18.000 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

18.100 Management Rights

The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement. Notwithstanding the foregoing, the Employer shall abide by all pertinent federal, provincial and municipal/local government legislation, regulations, bylaws, policies, procedures, etc., including but not limited to, the Canada Revenue Agency, Employment Insurance Act, WorkSafe BC, municipal business licensing bylaws, etc.

18.200 Working Partners

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

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

SIGNATURE OF PARTIES

Dated this 31 day of August, 2020.

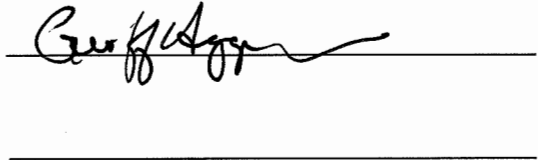
Signed on behalf of:
Construction Labour Relations Association of BC



A handwritten signature in black ink, appearing to be 'K. ...', is written over a horizontal line. Below this line, another signature is written over a second horizontal line.

Dated this 28 day of August, 2020.

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



A handwritten signature in black ink, appearing to be 'G. ...', is written over a horizontal line. Below this line, another horizontal line is present but contains no signature.

SCHEDULE "A1.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.1" shall apply to all projects except those covered by industrial PLA's

Non-Industrial PLA Projects

Effective June 17, 2019

| Employee Classifications: | % | Wage Rate | VP/SHP (10%) | Employer Contributions | | | | | | | Total Monetary Package |
|---------------------------------------|---------------|--------------|--------------|------------------------|------------------|-------------|-------------|------------|-------------|-------------|------------------------|
| | | | | B&M Welfare Plan | B&M Pension Fund | CAF | CIRP | JAPIan | BCBCBTU | D&A Policy | |
| "A" Foreperson (AFP) | 115% | 35.16 | 3.52 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 45.51 |
| "B" Foreperson (BFP) | 100% + \$1.00 | 31.57 | 3.16 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 41.56 |
| Terrazzo Mechanic (TM) | 100% | 30.57 | 3.06 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 40.46 |
| Helper (HP) | 85% | 25.98 | 2.60 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 35.41 |
| 6 th Term Apprentice (A6) | 90% | 27.51 | 2.75 | 3.00 | 3.24 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 36.73 |
| 5 th Term Apprentice (A5) | 80% | 24.46 | 2.45 | 3.00 | 2.88 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 33.02 |
| 4 th Term Apprentice (A4) | 70% | 21.40 | 2.14 | 3.00 | 2.52 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 29.29 |
| 3 rd Term Apprentice (A3) | 65% | 19.87 | 1.99 | 3.00 | 2.34 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 27.43 |
| 2 nd Term Apprentice (A2) | 60% | 18.34 | 1.83 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 23.40 |
| 1 st Term Apprentice (A1) | 55% | 16.81 | 1.68 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 21.72 |
| Pre-Apprentice (PAP) | | 13.85 | 1.39 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 18.47 |
| Pre-Apprentice first 6 months (PAP6M) | | 13.85 | 1.39 | n/a | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 15.47 |

SCHEDULE "A2.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule A2.1 shall apply to industrial PLA projects

Industrial PLA Projects

Effective June 17, 2019

| Employee Classifications: | % | Wage Rate | VP/SHP (10%) | Employer Contributions | | | | | | | Total Monetary Package |
|---------------------------------------|---------------|--------------|--------------|------------------------|------------------|-------------|-------------|------------|-------------|-------------|------------------------|
| | | | | B&M Welfare Plan | B&M Pension Fund | CAF | CIRP | JAPlan | BCBCBTU | D&A Policy | |
| "A" Foreperson (AFP) | 115% | 42.06 | 4.21 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 52.65 |
| "B" Foreperson (BFP) | 100% + \$1.00 | 37.57 | 3.76 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 47.71 |
| Terrazzo Mechanic (TM) | 100% | 36.57 | 3.66 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 46.61 |
| Helper (HP) | 85% | 31.08 | 3.11 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 40.57 |
| 6 th Term Apprentice (A6) | 90% | 32.91 | 3.29 | 3.00 | 2.84 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 42.27 |
| 5 th Term Apprentice (A5) | 80% | 29.26 | 2.93 | 3.00 | 2.52 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 37.94 |
| 4 th Term Apprentice (A4) | 70% | 25.60 | 2.56 | 3.00 | 2.21 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 33.60 |
| 3 rd Term Apprentice (A3) | 65% | 23.77 | 2.38 | 3.00 | 2.05 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 31.43 |
| 2 nd Term Apprentice (A2) | 60% | 21.94 | 2.19 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 27.36 |
| 1 st Term Apprentice (A1) | 55% | 20.11 | 2.01 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 25.35 |
| Pre-Apprentice (PAP) | | 13.85 | 1.39 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 18.47 |
| Pre-Apprentice first 6 months (PAP6M) | | 13.85 | 1.39 | n/a | n/a | 0.13 | 0.04 | n/a | 0.00 | 0.01 | 15.42 |

SCHEDULE "B1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B1.1" shall apply to all projects not governed by an Industrial PLA.

Non-Industrial PLA Projects

Effective June 17, 2019

| Employer Contributions | Employee Classifications | | | | | | | | | | | |
|--|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | AFP | BFP | TM | HEL | A6 | A5 | A4 | A3 | A2 | A1 | PAP | PAP6M |
| Bricklayers and Masons Welfare Plan | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | n/a |
| Bricklayers and Masons Pension Fund | 3.600 | 3.600 | 3.600 | 3.600 | 3.240 | 2.880 | 2.520 | 2.340 | n/a | n/a | n/a | n/a |
| CAF (Contract Administration Fund) | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan (BC Jurisdictional Assignment Plan) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 6.830 | 6.830 | 6.830 | 6.830 | 6.470 | 6.110 | 5.750 | 5.570 | 3.230 | 3.230 | 3.230 | 0.230 |
| Employee Deductions - Hourly | | | | | | | | | | | | |
| Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | n/a |
| BCBT Fund | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| SkillPlan | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| Total Employee Deductions - Hourly | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 0.155 |
| Total Hourly Remittance (‡Field Dues Not Incuded) | 9.485 | 9.485 | 9.485 | 9.485 | 9.125 | 8.765 | 8.405 | 8.225 | 5.885 | 5.885 | 5.885 | 0.385 |
| Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues. | | | | | | | | | | | | |
| Monthly Counter Dues | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |

‡ Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + VP/SHP + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Acid Proof and Refractory Premium, Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above will need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

SCHEDULE "B2.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B2.1" shall apply to all projects governed by an Industrial PLA.

Industrial PLA Projects

Effective June 17, 2019

| Employer Contributions | Employee Classifications | | | | | | | | | | | |
|--|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | AFP | BFP | TM | HEL | A6 | A5 | A4 | A3 | A2 | A1 | PAP | PAP6M |
| Bricklayers and Masons Welfare Plan | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | n/a |
| Bricklayers and Masons Pension Fund | 3.150 | 3.150 | 3.150 | 3.150 | 2.840 | 2.520 | 2.210 | 2.050 | n/a | n/a | n/a | n/a |
| CAF (Contract Administration Fund) | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| CIIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan (BC Jurisdictional Assignment Plan) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 6.380 | 6.380 | 6.380 | 6.380 | 6.070 | 5.750 | 5.440 | 5.280 | 3.230 | 3.230 | 3.230 | 0.230 |
| Employee Deductions - Hourly | | | | | | | | | | | | |
| Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | n/a |
| BCBT Fund | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| SkillPlan | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| CIIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| Total Employee Deductions - Hourly | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 0.155 |
| Total Hourly Remittance (‡Field Dues Not Included) | 9.035 | 9.035 | 9.035 | 9.035 | 8.725 | 8.405 | 8.095 | 7.935 | 5.885 | 5.885 | 5.885 | 0.385 |
| Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues. | | | | | | | | | | | | |
| Monthly Counter Dues | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |

‡ Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + VP/SHP + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Acid Proof and Refractory Premium, Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above will need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

SCHEDULE "A1.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.2" shall apply to all projects except those covered by industrial PLA's

Non-Industrial PLA Projects

Effective May 1, 2020

| Employee Classifications: | % | Wage Rate | VP/SHP (10%) | Employer Contributions | | | | | | | Total Monetary Package |
|---------------------------------------|---------------|--------------|--------------|------------------------|------------------|-------------|-------------|------------|-------------|-------------|------------------------|
| | | | | B&M Welfare Plan | B&M Pension Fund | CAF | CIRP | JAPlan | BCBCBTU | D&A Policy | |
| "A" Foreperson (AFP) | 115% | 36.02 | 3.60 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 46.45 |
| "B" Foreperson (BFP) | 100% + \$1.00 | 32.32 | 3.23 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 42.38 |
| Terrazzo Mechanic (TM) | 100% | 31.32 | 3.13 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 41.28 |
| Helper (HP) | 85% | 26.62 | 2.66 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 36.11 |
| 6 th Term Apprentice (A6) | 90% | 28.19 | 2.82 | 3.00 | 3.24 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 37.48 |
| 5 th Term Apprentice (A5) | 80% | 25.06 | 2.51 | 3.00 | 2.88 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 33.68 |
| 4 th Term Apprentice (A4) | 70% | 21.92 | 2.19 | 3.00 | 2.52 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 29.86 |
| 3 rd Term Apprentice (A3) | 65% | 20.36 | 2.04 | 3.00 | 2.34 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 27.97 |
| 2 nd Term Apprentice (A2) | 60% | 18.79 | 1.88 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 23.90 |
| 1 st Term Apprentice (A1) | 55% | 17.23 | 1.72 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 22.18 |
| Pre-Apprentice (PAP) | | 13.85 | 1.39 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 18.47 |
| Pre-Apprentice first 6 months (PAP6M) | | 13.85 | 1.39 | n/a | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 15.47 |

* Note that the minimum wage in B.C. will increase to 14.60 effective June 1, 2020. The pre-Apprentice rate shall be adjusted accordingly.

SCHEDULE "A2.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule A2.2 shall apply to industrial PLA projects

Industrial PLA Projects

Effective May 1, 2020

| Employee Classifications: | % | Wage Rate | VP/SHP (10%) | Employer Contributions | | | | | | | Total Monetary Package |
|---------------------------------------|---------------|-----------|--------------|------------------------|------------------|------|------|--------|---------|------------|------------------------|
| | | | | B&M Welfare Plan | B&M Pension Fund | CAF | CIRP | JAPlan | BCBCBTU | D&A Policy | |
| "A" Foreperson (AFP) | 115% | 42.40 | 4.24 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 53.02 |
| "B" Foreperson (BFP) | 100% + \$1.00 | 37.87 | 3.79 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 48.04 |
| Terrazzo Mechanic (TM) | 100% | 36.87 | 3.69 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 46.94 |
| Helper (HP) | 85% | 31.34 | 3.13 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 40.85 |
| 6 th Term Apprentice (A6) | 90% | 33.18 | 3.32 | 3.00 | 2.84 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 42.57 |
| 5 th Term Apprentice (A5) | 80% | 29.50 | 2.95 | 3.00 | 2.52 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 38.20 |
| 4 th Term Apprentice (A4) | 70% | 25.81 | 2.58 | 3.00 | 2.21 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 33.83 |
| 3 rd Term Apprentice (A3) | 65% | 23.97 | 2.40 | 3.00 | 2.05 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 31.65 |
| 2 nd Term Apprentice (A2) | 60% | 22.12 | 2.21 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 27.56 |
| 1 st Term Apprentice (A1) | 55% | 20.28 | 2.03 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 25.54 |
| Pre-Apprentice (PAP) | | 13.85 | 1.39 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 18.47 |
| Pre-Apprentice first 6 months (PAP6M) | | 13.85 | 1.39 | n/a | n/a | 0.13 | 0.04 | n/a | 0.00 | 0.01 | 15.42 |

* Note that the minimum wage in B.C. will increase to 14.60 effective June 1, 2020. The pre-Apprentice rate shall be adjusted accordingly.

SCHEDULE "B1.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B1.2" shall apply to all projects not governed by an Industrial PLA.

Non-Industrial PLA Projects

Effective May 1, 2020

| Employer Contributions | Employee Classifications | | | | | | | | | | | |
|--|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | AFP | BFP | TM | HEL | A6 | A5 | A4 | A3 | A2 | A1 | PAP | PAP6M |
| Bricklayers and Masons Welfare Plan | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | n/a |
| Bricklayers and Masons Pension Fund | 3.600 | 3.600 | 3.600 | 3.600 | 3.240 | 2.880 | 2.520 | 2.340 | n/a | n/a | n/a | n/a |
| CAF (Contract Administration Fund) | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan (BC Jurisdictional Assignment Plan) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 6.830 | 6.830 | 6.830 | 6.830 | 6.470 | 6.110 | 5.750 | 5.570 | 3.230 | 3.230 | 3.230 | 0.230 |
| Employee Deductions - Hourly | | | | | | | | | | | | |
| Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | n/a |
| BCBT Fund | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| SkillPlan | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| Total Employee Deductions - Hourly | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 0.155 |
| Total Hourly Remittance (‡Field Dues Not Included) | 9.485 | 9.485 | 9.485 | 9.485 | 9.125 | 8.765 | 8.405 | 8.225 | 5.885 | 5.885 | 5.885 | 0.385 |
| Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues. | | | | | | | | | | | | |
| Monthly Counter Dues | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |

‡ Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + VP/SHP + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Acid Proof and Refractory Premium, Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

SCHEDULE "B2.2"**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B2.2" shall apply to all projects governed by an Industrial PLA.

Industrial PLA Projects

Effective May 1, 2020

| Employer Contributions | Employee Classifications | | | | | | | | | | | |
|--|---------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | AFP | BFP | TM | HEL | A6 | A5 | A4 | A3 | A2 | A1 | PAP | PAP6M |
| Bricklayers and Masons Welfare Plan | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | n/a |
| Bricklayers and Masons Pension Fund | 3.150 | 3.150 | 3.150 | 3.150 | 2.840 | 2.520 | 2.210 | 2.050 | n/a | n/a | n/a | n/a |
| CAF (Contract Administration Fund) | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan (BC Jurisdictional Assignment Plan) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 6.380 | 6.380 | 6.380 | 6.380 | 6.070 | 5.750 | 5.440 | 5.280 | 3.230 | 3.230 | 3.230 | 0.230 |
| Employee Deductions - Hourly | | | | | | | | | | | | |
| Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | n/a |
| BCBT Fund | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| SkillPlan | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| Total Employee Deductions - Hourly | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 0.155 |
| Total Hourly Remittance (#Field Dues Not Incuded) | 9.035 | 9.035 | 9.035 | 9.035 | 8.725 | 8.405 | 8.095 | 7.935 | 5.885 | 5.885 | 5.885 | 0.385 |
| Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues. | | | | | | | | | | | | |
| Monthly Counter Dues | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |

* Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + VP/SHP + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Acid Proof and Refractory Premium, Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

SCHEDULE "A1.3"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.3" shall apply to all projects except those covered by industrial PLA's

Non-Industrial PLA Projects

Effective May 1, 2021

| Employee Classifications: | % | Wage Rate | VP/SHP (10%) | Employer Contributions | | | | | | | Total Monetary Package |
|---------------------------------------|---------------|-----------|--------------|------------------------|------------------|------|------|--------|---------|------------|------------------------|
| | | | | B&M Welfare Plan | B&M Pension Fund | CAF | CIRP | JAPlan | BCBCBTU | D&A Policy | |
| "A" Foreperson (AFP) | 115% | 36.88 | 3.69 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 47.40 |
| "B" Foreperson (BFP) | 100% + \$1.00 | 33.07 | 3.31 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 43.21 |
| Terrazzo Mechanic (TM) | 100% | 32.07 | 3.21 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 42.11 |
| Helper (HP) | 85% | 27.26 | 2.73 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 36.82 |
| 6 th Term Apprentice (A6) | 90% | 28.86 | 2.89 | 3.00 | 3.24 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 38.22 |
| 5 th Term Apprentice (A5) | 80% | 25.66 | 2.57 | 3.00 | 2.88 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 34.34 |
| 4 th Term Apprentice (A4) | 70% | 22.45 | 2.25 | 3.00 | 2.52 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 30.45 |
| 3 rd Term Apprentice (A3) | 65% | 20.85 | 2.09 | 3.00 | 2.34 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 28.51 |
| 2 nd Term Apprentice (A2) | 60% | 19.24 | 1.92 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 24.39 |
| 1 st Term Apprentice (A1) | 55% | 17.64 | 1.76 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 22.63 |
| Pre-Apprentice (PAP) | | 14.60 | 1.46 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 19.29 |
| Pre-Apprentice first 6 months (PAP6M) | | 14.60 | 1.46 | n/a | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 16.29 |

* Note that the minimum wage in B.C. will increase to 15.20 effective June 1, 2021. The pre-Apprentice rate shall be adjusted accordingly

SCHEDULE "A2.3"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule A2.3 shall apply to industrial PLA projects

Industrial PLA Projects

Effective May 1, 2021

Employer Contributions

| <u>Employee Classifications:</u> | % | Wage Rate | VP/SHP (10%) | B&M Welfare Plan | B&M Pension Fund | CAF | CIRP | JAPlan | BCBCBTU | D&A Policy | Total Monetary Package |
|---------------------------------------|---------------|--------------|--------------|------------------|------------------|-------------|-------------|------------|-------------|-------------|------------------------|
| "A" Foreperson (AFP) | 115% | 42.75 | 4.28 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 53.41 |
| "B" Foreperson (BFP) | 100% + \$1.00 | 38.17 | 3.82 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 48.37 |
| Terrazzo Mechanic (TM) | 100% | 37.17 | 3.72 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 47.27 |
| Helper (HP) | 85% | 31.59 | 3.16 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 41.13 |
| 6 th Term Apprentice (A6) | 90% | 33.45 | 3.35 | 3.00 | 2.84 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 42.87 |
| 5 th Term Apprentice (A5) | 80% | 29.74 | 2.97 | 3.00 | 2.52 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 38.46 |
| 4 th Term Apprentice (A4) | 70% | 26.02 | 2.60 | 3.00 | 2.21 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 34.06 |
| 3 rd Term Apprentice (A3) | 65% | 24.16 | 2.42 | 3.00 | 2.05 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 31.86 |
| 2 nd Term Apprentice (A2) | 60% | 22.30 | 2.23 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 27.76 |
| 1 st Term Apprentice (A1) | 55% | 20.44 | 2.04 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 25.71 |
| Pre-Apprentice (PAP) | | 14.60 | 1.46 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 19.29 |
| Pre-Apprentice first 6 months (PAP6M) | | 14.60 | 1.46 | n/a | n/a | 0.13 | 0.04 | n/a | 0.00 | 0.01 | 16.24 |

* Note that the minimum wage in B.C. will increase to 15.20 effective June 1, 2021. The pre-Apprentice rate shall be adjusted accordingly

SCHEDULE "B1.3"**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B1.3" shall apply to all projects not governed by an Industrial PLA.

Non-Industrial PLA Projects

Effective May 1, 2021

| Employer Contributions | Employee Classifications | | | | | | | | | | | |
|--|---------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | AFP | BFP | TM | HEL | A6 | A5 | A4 | A3 | A2 | A1 | PAP | PAP6M |
| Bricklayers and Masons Welfare Plan | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | n/a |
| Bricklayers and Masons Pension Fund | 3.600 | 3.600 | 3.600 | 3.600 | 3.240 | 2.880 | 2.520 | 2.340 | n/a | n/a | n/a | n/a |
| CAF (Contract Administration Fund) | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan (BC Jurisdictional Assignment Plan) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 6.830 | 6.830 | 6.830 | 6.830 | 6.470 | 6.110 | 5.750 | 5.570 | 3.230 | 3.230 | 3.230 | 0.230 |
| Employee Deductions - Hourly | | | | | | | | | | | | |
| Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | n/a |
| BCBT Fund | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| SkillPlan | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| Total Employee Deductions - Hourly | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 0.155 |
| Total Hourly Remittance (‡Field Dues Not Incuded) | 9.485 | 9.485 | 9.485 | 9.485 | 9.125 | 8.765 | 8.405 | 8.225 | 5.885 | 5.885 | 5.885 | 0.385 |
| Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues. | | | | | | | | | | | | |
| Monthly Counter Dues | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |

‡ Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Acid Proof and Refractory Premium, Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above will need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

SCHEDULE "B2.3"**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B2.3" shall apply to all projects not governed by an Industrial PLA.

Industrial PLA Projects

Effective May 1, 2021

| | Employee Classifications | | | | | | | | | | | |
|--|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | AFP | BFP | TM | HEL | A6 | A5 | A4 | A3 | A2 | A1 | PAP | PAP6M |
| Employer Contributions | | | | | | | | | | | | |
| Bricklayers and Masons Welfare Plan | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | n/a |
| Bricklayers and Masons Pension Fund | 3.150 | 3.150 | 3.150 | 3.150 | 2.840 | 2.520 | 2.210 | 2.050 | n/a | n/a | n/a | n/a |
| CAF (Contract Administration Fund) | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan (BC Jurisdictional Assignment Plan) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 6.380 | 6.380 | 6.380 | 6.380 | 6.070 | 5.750 | 5.440 | 5.280 | 3.230 | 3.230 | 3.230 | 0.230 |
| Employee Deductions - Hourly | | | | | | | | | | | | |
| Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | n/a |
| BCBT Fund | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| SkillPlan | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| Total Employee Deductions - Hourly | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 0.155 |
| Total Hourly Remittance (#Field Dues Not Incuded) | 9.035 | 9.035 | 9.035 | 9.035 | 8.725 | 8.405 | 8.095 | 7.935 | 5.885 | 5.885 | 5.885 | 0.385 |
| Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues. | | | | | | | | | | | | |
| Monthly Counter Dues | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |

Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Acid Proof and Refractory Premium, Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above will need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

SCHEDULE "A1.4"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.4" shall apply to all projects except those covered by industrial PLA's

Non-Industrial PLA Projects

Effective May 1, 2022

Employer Contributions

| <u>Employee Classifications:</u> | % | Wage Rate | VP/SHP (10%) | B&M Welfare Plan | B&M Pension Fund | CAF | CIRP | JAPlan | BCBCBTU | D&A Policy | Total Monetary Package |
|---------------------------------------|---------------|--------------|--------------|------------------|------------------|-------------|-------------|------------|-------------|-------------|------------------------|
| "A" Foreperson (AFP) | 115% | 37.74 | 3.77 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 48.34 |
| "B" Foreperson (BFP) | 100% + \$1.00 | 33.82 | 3.38 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 44.03 |
| Terrazzo Mechanic (TM) | 100% | 32.82 | 3.28 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 42.93 |
| Helper (HP) | 85% | 27.90 | 2.79 | 3.00 | 3.60 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 37.52 |
| 6 th Term Apprentice (A6) | 90% | 29.54 | 2.95 | 3.00 | 3.24 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 38.96 |
| 5 th Term Apprentice (A5) | 80% | 26.26 | 2.63 | 3.00 | 2.88 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 35.00 |
| 4 th Term Apprentice (A4) | 70% | 22.97 | 2.30 | 3.00 | 2.52 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 31.02 |
| 3 rd Term Apprentice (A3) | 65% | 21.33 | 2.13 | 3.00 | 2.34 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 29.03 |
| 2 nd Term Apprentice (A2) | 60% | 19.69 | 1.97 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 24.89 |
| 1 st Term Apprentice (A1) | 55% | 18.05 | 1.81 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 23.09 |
| Pre-Apprentice (PAP) | | 15.20 | 1.52 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 19.95 |
| Pre-Apprentice first 6 months (PAP6M) | | 15.20 | 1.52 | n/a | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 16.95 |

SCHEDULE "A2.4"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule A2.4 shall apply to industrial PLA projects

Industrial PLA Projects

Effective May 1, 2022

| Employee Classifications: | % | Wage Rate | VP/SHP (10%) | Employer Contributions | | | | | | | Total Monetary Package |
|---------------------------------------|---------------|--------------|--------------|------------------------|------------------|-------------|-------------|------------|-------------|-------------|------------------------|
| | | | | B&M Welfare Plan | B&M Pension Fund | CAF | CIRP | JAPlan | BCBCBTU | D&A Policy | |
| "A" Foreperson (AFP) | 115% | 43.09 | 4.31 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 53.78 |
| "B" Foreperson (BFP) | 100% + \$1.00 | 38.47 | 3.85 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 48.70 |
| Terrazzo Mechanic (TM) | 100% | 37.47 | 3.75 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 47.60 |
| Helper (HP) | 85% | 31.85 | 3.19 | 3.00 | 3.15 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 41.42 |
| 6 th Term Apprentice (A6) | 90% | 33.72 | 3.37 | 3.00 | 2.84 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 43.16 |
| 5 th Term Apprentice (A5) | 80% | 29.98 | 3.00 | 3.00 | 2.52 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 38.73 |
| 4 th Term Apprentice (A4) | 70% | 26.23 | 2.62 | 3.00 | 2.21 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 34.29 |
| 3 rd Term Apprentice (A3) | 65% | 24.36 | 2.44 | 3.00 | 2.05 | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 32.08 |
| 2 nd Term Apprentice (A2) | 60% | 22.48 | 2.25 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 27.96 |
| 1 st Term Apprentice (A1) | 55% | 20.61 | 2.06 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 25.90 |
| Pre-Apprentice (PAP) | | 15.20 | 1.52 | 3.00 | n/a | 0.13 | 0.04 | n/a | 0.05 | 0.01 | 19.95 |
| Pre-Apprentice first 6 months (PAP6M) | | 15.20 | 1.52 | n/a | n/a | 0.13 | 0.04 | n/a | 0.00 | 0.01 | 16.90 |

SCHEDULE "B1.4"**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B1.4" shall apply to all projects not governed by an Industrial PLA.

Non-Industrial PLA Projects

Effective May 1, 2022

| Employer Contributions | Employee Classifications | | | | | | | | | | | |
|--|---------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | AFP | BFP | TM | HEL | A6 | A5 | A4 | A3 | A2 | A1 | PAP | PAP6M |
| Bricklayers and Masons Welfare Plan | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | n/a |
| Bricklayers and Masons Pension Fund | 3.600 | 3.600 | 3.600 | 3.600 | 3.240 | 2.880 | 2.520 | 2.340 | n/a | n/a | n/a | n/a |
| CAF (Contract Administration Fund) | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan (BC Jurisdictional Assignment Plan) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 6.830 | 6.830 | 6.830 | 6.830 | 6.470 | 6.110 | 5.750 | 5.570 | 3.230 | 3.230 | 3.230 | 0.230 |
| Employee Deductions - Hourly | | | | | | | | | | | | |
| Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | n/a |
| BCBT Fund | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| SkillPlan | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| Total Employee Deductions - Hourly | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 0.155 |
| Total Hourly Remittance (#Field Dues Not Incuded) | 9.485 | 9.485 | 9.485 | 9.485 | 9.125 | 8.765 | 8.405 | 8.225 | 5.885 | 5.885 | 5.885 | 0.385 |
| Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues. | | | | | | | | | | | | |
| Monthly Counter Dues | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |

‡ Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Acid Proof and Refractory Premium, Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above will need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

SCHEDULE "B2.4"**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B2.4" shall apply to all projects governed by an Industrial PLA.

Industrial PLA Projects

Effective May 1, 2022

| Employer Contributions | Employee Classifications | | | | | | | | | | | |
|--|---------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | AFP | BFP | TM | HEL | A6 | A5 | A4 | A3 | A2 | A1 | PAP | PAP6M |
| Bricklayers and Masons Welfare Plan | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | 3.000 | n/a |
| Bricklayers and Masons Pension Fund | 3.150 | 3.150 | 3.150 | 3.150 | 2.840 | 2.520 | 2.210 | 2.050 | n/a | n/a | n/a | n/a |
| CAF (Contract Administration Fund) | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan (BC Jurisdictional Assignment Plan) | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Total Employer Contributions | 6.380 | 6.380 | 6.380 | 6.380 | 6.070 | 5.750 | 5.440 | 5.280 | 3.230 | 3.230 | 3.230 | 0.230 |
| Employee Deductions - Hourly | | | | | | | | | | | | |
| Union Pension Plan | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | 2.500 | n/a |
| BCBT Fund | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 | 0.085 |
| SkillPlan | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| CIRP (Rehabilitation Plan) | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| Total Employee Deductions - Hourly | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 2.655 | 0.155 |
| Total Hourly Remittance (*Field Dues Not Incuded) | 9.035 | 9.035 | 9.035 | 9.035 | 8.725 | 8.405 | 8.095 | 7.935 | 5.885 | 5.885 | 5.885 | 0.385 |
| Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues. | | | | | | | | | | | | |
| Monthly Counter Dues | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |

* Employers are reminded that the Employee Deduction for Field Dues should be calculated on the basis of 2.5% of the total Monetary Package (i.e. wage rate + employer contributions + applicable premiums). As a result, in the event premiums (e.g. Acid Proof and Refractory Premium, Shift Premium, etc.) are payable pursuant to the Agreement, the Field Dues shown above will need to be recalculated using the adjusted Monetary Package total. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

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

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

1. BCBCBTU

Bargaining Council of British Columbia Building Trade Unions

2. BCBT

BC Building Trades Council

3. CLR

Construction Labour Relations Association of British Columbia

4. Day

Unless otherwise specified, one (1) day shall be deemed to mean one (1) full calendar day, and such day shall be deemed to commence at 12:00 midnight.

5. Employee

Any individual who is a member of the Union, and/or such other person employed by the Employer under the terms of this Agreement.

6. Employer

Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement. Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

7. Hours Worked

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

8. Industrial Construction

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

9. IUBAC

International Union of Bricklayers and Allied Craftworkers

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

10. Local Resident

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

11. Lower Mainland

The area of BC inclusive of: Abbotsford, Aldergrove, Anmore, Belcarra, Burnaby, Chilliwack, Coquitlam, Delta, Langley (City and Township), Maple Ridge, Mission, New Westminster, North Vancouver (City and District), Pitt Meadows, Port Coquitlam, Port Moody, Richmond, Surrey, West Vancouver and White Rock.

12. LRB

British Columbia Labour Relations Board

13. MCA of BC

Masonry Contractors Association of BC

14. Out-Of-Town Project

Any project to which an Employee does not travel daily from their residence. Notwithstanding the foregoing, any project that is located more than two (2) hours travel, each way, from an Employee's residence, any project to which it is not practical for the Employee to travel daily from their residence, and any project to which it is not cost effective for the Employer if the Employee travels daily from their residence, shall be defined as an out-of-town project.

15. Terrazzo Worker

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

16. Union

IUBAC Local #2 BC and/or any other such IUBAC Local(s) as may be established whose membership performs ICI work as governed by the terms of this Agreement. Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

17. WorkSafeBC

Workers' Compensation Board of BC.

APPENDIX "B" – LETTER OF UNDERSTANDING RE: SATURDAY OVERTIME RATES

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 "C" - SCOPE OF WORK AND TRADE JURISDICTION

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

APPENDIX "D" - WAGE SECURITY BOND

(a) Requirement to Deposit and Maintain

- (1) Any Employer who has been signatory to the Terrazzo Workers Standard ICI Agreement for less than three (3) years shall deposit and maintain with the Union an individual Wage Security Bond for a maximum period of three (3) years, for use in the event such Employer should default on the payment of wages, and/or any Employer contributions, and/or any Employee deductions as required under the terms of this Agreement.
- (2) Such individual Wage Security Bond shall be:
 - (a) of a type suitable to the Union,
 - (b) for an amount acceptable to the Union, although such amount shall not exceed twenty-five thousand dollars (\$25,000.00),
 - (c) retained by the Union for use in accordance with (A) (1), and
 - (d) accompanied by a letter from the Employer authorizing such use by the Union.

(b) Return of Wage Security Bond

- (1) An Employer's individual Wage Security Bond shall be returned to such Employer not more than three (3) years after such Employer becomes signatory to this Agreement, or such earlier date as may be approved by the Union.
- (2) Notwithstanding (B) (1), in the event such an Employer ceases business within three (3) years of becoming signatory to this Agreement, the Union shall return such Employer's individual Wage Security Bond immediately upon being so informed, provided the Union is satisfied that the Employer has no outstanding wages, and that all Employer contributions, and/or Employee deductions have been remitted as required.
- (3) Notwithstanding (B) (1) and (B) (2), an Employer's individual Wage Security Bond shall not be returned to such Employer until at least one (1) year after such Employer has become signatory to this Agreement.

APPENDIX "E" – DALTON LARSON CONSENT AWARD (PAGE 1 OF 3)

IN THE MATTER OF: AN APPLICATION UNDER S. 86 OF THE CODE DATED MAY 2, 2019 Re: Wage Re-Opener (Section 86 - Case No. 73004/19R) Grievance

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

("CLR")

AND:

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, LOCAL 2 (B.C.)

("UNION")

CONSENT AWARD

Appearances:

Ingrid Otto, Legal Counsel; Paul Strangway, Senior Director, Labour Relations; Chris Mydske, Director Labour Relations; for CLR

Derrill Thompson, Legal Counsel; Geoff Higginson, Local Union 2 (B.C.) President; for the Union.

Background:

- A. CLR and the Union are parties to four collective agreements: Bricklayers Standard Industrial Agreement ("BAC Industrial"), Bricklayers Standard Commercial-Institutional Agreement ("Brick CI"), Terrazzo Workers Standard ICI Agreement ("Terrazzo") and Tilers Standard ICI Agreement ("Tile") (collectively, the "Four Collective Agreements") dated May 1, 2016 to April 30, 2019.
- B. The Four Collective Agreements, negotiated at the trade level, all contain April 1, 2019 wage re-opener provisions. The parties were unable to reach agreement on the wage re-openers. The matter was referred to me as arbitrator.
- C. CLR and the Bargaining Council of British Columbia Building Trade Unions (the "Council") were involved in negotiations and mediation at the Labour Relations Board in relation to the renewal of their 2016-2019 Collective Agreement.
- D. On May 31, 2019, CLR and the Council received from Mediator Dave Schaub, Recommendations for the Renewal of the 2016-2019 Collective Agreement between the parties. The Recommendations were the subject of an Order of the Chair of the Labour Relations Board, dated June 3, 2019, wherein the Recommendations and agreed to items were ordered into effect and collective bargaining for a collective agreement dated 2019-2023 was concluded.
- E. The foregoing Recommendations include wage increases for each of the four trades represented by the Union which took effect June 17, 2019, as follows:

APPENDIX "E" – DALTON LARSON CONSENT AWARD (PAGE 2 OF 3)

| | |
|--|--------|
| Group#2 | |
| Brick Industrial | |
| 2 weeks following date of ratification | \$0.65 |
| May 1, 2020 | \$0.65 |
| May 1, 2021 | \$0.65 |
| May 1, 2022 | \$0.65 |
| | |
| Group#4 | |
| Brick CI, Terrazzo and Tile | |
| 2 weeks following date of ratification | \$0.75 |
| May 1, 2020 | \$0.75 |
| May 1, 2021 | \$0.75 |
| May 1, 2022 | \$0.75 |

F. The Recommendations also state:

"The following terms shall apply to each Agreement within each group above. Each trade shall receive an increase to their monetary package for their Journey person (or equivalent) classification and all other indexes should remain. For any trade that received an increase in April 2019 that increase shall be deducted from the increases outlined as follows. CLR and the Union agree the Recommendations are applicable and binding on them.

G. The wage re-opener hearing was convened on September 18, 2019. In the course of discussions, the parties agreed to the following order on a consent basis.

Award and Order:

1. The industry practice is that there is no retroactivity of monetary package increases in settlements or interest arbitration awards between CLR and building trades unions: Construction Labour Relations Assn., [2013] B.C.C.A.A.A. No. 106 (Fleming); Construction Labour Relations, unreported, July 8, 2013 (Ready).
2. Given the context of industry practice, this order is not retroactive.
3. In keeping with wage increase patterns negotiated with other trades in the 2016-2019 round of bargaining, I order as follows:
 - (a) The BAC Industrial total package increase is \$0.12 effective April 1, 2019.
 - (b) The Brick CI, Terrazzo and Tile total package increase is \$0.10 effective April 1, 2019.

APPENDIX "E" – DALTON LARSON CONSENT AWARD (PAGE 1 OF 3)

4. Applying the foregoing provisions of the Recommendations in paragraph F, the result will be that the total wage package will remain unchanged as a result of this Consent Award.

IT IS SO ORDERED.

Issued at Vancouver, B.C. on September 18, 2019.

Dalton Larson

Dalton Larson, Arbitrator

APPENDIX "F" – SCHEDULE OF STATUTORY HOLIDAYS (PAGE 1 OF 3)

1. 2019

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

2. 2020

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

APPENDIX "F" – SCHEDULE OF STATUTORY HOLIDAYS (PAGE 2 OF 3)

3. 2021

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

4. 2022

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

APPENDIX "F" – SCHEDULE OF STATUTORY HOLIDAYS (PAGE 3 OF 3)

5. 2023

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

APPENDIX "G" - SIGNATORY EMPLOYERS

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 the renewal of the Terrazzo Workers Standard ICI Agreement with IUBAC Local #2 BC and to sign such Agreement on their behalf.

No Signatory Contractors

* 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.