## TILESETTERS 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

## TABLE OF CONTENTS PAGES 1 OF 2

## Refer to Appendix "A" for definitions and abbreviations applicable to this Agreement.

Article	1.000	Objects	1
Article	2.000	Effective Date and Duration	1
Article	3.000	Wages and Premiums	1
Article	4.000	Employee Classifications	2
Article	5.000	Monthly Remittances and Rate Calculations	7
Article	6.000	Union Benefit Plans	8
Article	7.000	Union Dues, Permit Fees and Representatives	9
Article	8.000	Industry Funds	9
Article	9.000	Hours of Work	11
Article	10.000	Annual Vacation and Statutory Holidays	15
Article	11.000	Hiring and Union Security	16
Article	12.000	Out of Town Projects	17
Article	13.000	Local Travel	20
Article	14.000	Working Conditions	21
Article	15.000	Tilesetters Joint Advisory Committee	23
Article	16.000	Grievance Procedure	23
Article	17.000	Extent of Agreement	25
Article	18.000	Management Rights and Responsibilities	26
		Signature of Parties	27
		Employer Contributions and Employee Deductions:	
	June 17, 2		-
	e "A1.1"	Hourly Wage Rates – Inside Lower Mainland Non-Industrial PLA Projects	
	e "A2.1"	Hourly Wage Rates – Outside Lower Mainland Non-Industrial PLA Projects	
	e "A3.1"	Hourly Wage Rates – Inside Lower Mainland Industrial PLA Projects	
Schedul		Hourly Wage Rates – Outside Lower Mainland Industrial PLA Projects	
	e "B1.1"	Employer Contributions and Employee Deductions – Non-Industrial PLA Projects	
Schedul	e "B2.1"	Employer Contributions and Employee Deductions – Industrial PLA Projects	33
Effective	May 1, 202	20	
Schedul	e "A1.2"	Hourly Wage Rates – Inside Lower Mainland Non-Industrial PLA Projects	34
Schedul	e "A2.2"	Hourly Wage Rates – Outside Lower Mainland Non-Industrial PLA Projects	35
Schedul	e "A3.2"	Hourly Wage Rates – Inside Lower Mainland Industrial PLA Projects	
Schedul	e "A4.2"	Hourly Wage Rates – Outside Lower Mainland Industrial PLA Projects	37
Schedul		Employer Contributions and Employee Deductions - Non-Industrial PLA Projects	38
Schedul	e "B2.2"	Employer Contributions and Employee Deductions – Industrial PLA Projects	39

## TABLE OF CONTENTS PAGES 2 OF 2

Effective May 1, 2021		
Schedule "A1.3"	Hourly Wage Rates - Inside Lower Mainland Non-Industrial PLA Projects	40
Schedule "A2.3"	Hourly Wage Rates - Outside Lower Mainland Non-Industrial PLA Projects	41
Schedule "A3.3"	Hourly Wage Rates - Inside Lower Mainland Industrial PLA Projects	42
Schedule "A4.3"	Hourly Wage Rates - Outside Lower Mainland Industrial PLA Projects	43
Schedule "B1.3"	Employer Contributions and Employee Deductions - Non-Industrial PLA Projects	44
Schedule "B2.3"	Employer Contributions and Employee Deductions – Industrial PLA Projects	45
Effective May 1, 2022		
Schedule "A1.4"	Hourly Wage Rates - Inside Lower Mainland Non-Industrial PLA Projects	46
Schedule "A2.4"	Hourly Wage Rates - Outside Lower Mainland Non-Industrial PLA Projects	47
Schedule "A3.4"	Hourly Wage Rates - Inside Lower Mainland Industrial PLA Projects	48
Schedule "A4.4"	Hourly Wage Rates - Outside Lower Mainland Industrial PLA Projects	49
Schedule "B1.4"	Employer Contributions and Employee Deductions - Non-Industrial PLA Projects	50
Schedule "B2.4"	Employer Contributions and Employee Deductions – Industrial PLA Projects	51
Appendices:		
Appendix "A"	Definitions and Abbreviations	52
Appendix "B"	LOU Re: Saturday Overtime	54
Appendix "C"	Scope of Work and Trade Jurisdiction	55
Appendix "D"	Wage Security Bond	56
Appendix "E"	Dalton Larson Consent Award	57
Appendix "F"	Schedule of Statutory Holidays	60
Appendix "G"	List of Signatory Employers	63

#### **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 <u>Wages</u>

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

#### 3.200 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 "A1", "A2", "A3" and "A4" 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 <u>Foreperson</u>

- 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 Journeyperson with TQ minimum straight time hourly wage rate on the project.
- 4.102 If an Employer employs three (3) or more Employees on a project, such Employer shall designate one (1) of the Employees to act as a "B" Foreperson. A "B" Foreperson shall receive a premium of one dollar (\$1.00) per hour over and above the applicable Journeyperson with TQ minimum straight time hourly wage rate on the project.

#### 4.200 Journeypersons

#### 4.201 Journeyperson with TQ

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

#### 4.202 New Journeyperson

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

#### (a) Monetary Package

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

#### (b) Identification

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

#### 4.203 Journeyperson without TQ

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

#### (a) Monetary Package

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

#### (b) Exemptions

- (i) The Union, on behalf of a Journeyperson without TQ who believes an appropriate and justifiable reason exists for their not having a valid Tilesetter TQ Certificate, may at any time make application to the TJAC for such individual to be exempt from Article 4.203.
- (ii) The TJAC shall have sole authority to decide whether or not to approve such an application for exemption.
- (iii) All applications to the TJAC for exemptions shall be made in writing and shall include all reasons supporting the application.

- (iv) The TJAC shall consider such an application at their earliest convenience, and shall render their decision in writing. An exemption shall be considered to be granted if a majority of the TJAC votes in favour of the application.
- (v) Notwithstanding Article 4.203(b)(iv), the TJAC shall consider the guidelines stipulated in Article 4.203(c) during the application review process.

#### (c) Exemption Application Review Guidelines

- (i) A Journeyperson without TQ who has made application to the TJAC for exemption from Article 4.203 shall be granted such exemption providing that such applicant, in the view of the TJAC, sufficiently fulfils the following conditions:
  - has a minimum of ten (10) years' experience as a Journeyperson as of September 1995,
  - is a proficient tradesperson, with appropriate skills and competence,
  - meets all requirements necessary to receive a Tilesetter TQ Certificate, and,
  - Has appropriate and justifiable reason(s) for not having attained a Tilesetter TQ Certificate. Examples of appropriate and justifiable reason(s) include: legitimate difficulty with reading and/or writing and/or test writing, being close enough to retirement age to make the effort required to attain TQ virtually pointless, etc.
- (ii) If the TJAC grants the exemption, the applicant Journeyperson without TQ shall be reclassified as a Journeyperson and shall thereafter be governed accordingly. Such exemption shall remain in effect until the Journeyperson has retired or is no longer a member of the Union. Notwithstanding the foregoing, the TJAC retains the right to grant a temporary exemption when and where circumstances dictate.
- (iii) If the TJAC does not grant the exemption, the applicant Journeyperson without TQ shall remain classified as such, and shall continue to be governed accordingly.
- (iv) The decision of the TJAC with respect to granting an exemption may be appealed by either party in accordance with Article 16.000.

#### 4.300 Improvers

#### 4.301 Monetary Package

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

#### 4.302 Scope of Work

(a) Improvers shall assist Journeypersons with TQ, New Journeypersons and/or Journeypersons without TQ with the cleaning, cutting and grouting of tile work. If a Journeyperson with TQ, New Journeyperson and/or Journeyperson without TQ requests an Improver to clean tools, such cleaning shall be done during scheduled working hours prior to the end of shift.

(b) Improvers shall perform the handling or movement of all equipment and allied materials. The handling or movement of all tile materials shall be performed by a member of the Union, regardless of whether or not there is an Improver working on the project.

#### 4.400 Apprentices

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

#### 4.401 Monetary Package

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

#### 4.402 Classification and Recruitment

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

A6 (6th Term)	Apprentice	(90%)	sixth six (6) months of work
A5 (5th Term)	Apprentice	(80%)	fifth six (6) months of work
A4 (4th Term)	Apprentice	(70%)	fourth six (6) months of work
A3 (3rd Term)	Apprentice	(65%)	third six (6) months of work
A2 (2 <sup>nd</sup> Term)	Apprentice	(60%)	second six (6) months of work
A1 (1st 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 tile trade, including school instruction if provided. The first three (3) months of such period shall be a probationary period.
- (b) Apprentices shall be given a thorough training in all aspects of the trade pertaining to the preparation for, layout of, and setting of all work.

- (c) Apprentices shall work a minimum of one (1) year setting tile under the supervision of a Journeyperson with TQ, New Journeyperson and/or Journeyperson without TQ. Violations of this Article shall be reviewed by the TJAC.
- (d) Upon completion of the Tilesetters Red Seal Program, the Apprentice shall be reclassified as a Journeyperson with TQ.

#### 4.404 Apprentice Log Book

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

#### 4.405 Employment Ratios

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

#### 4.500 Pre-Apprentices

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

#### 4.501 Monetary Package

- (a) The minimum straight time hourly wage rate for a Pre-Apprentice shall be 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 an Improver, upon the recommendation of the Union and the Employer.

#### 4.503 Union Membership

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

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

#### 5.100 Monthly Remittances

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

#### 5.200 Calculation of Monetary Package and Wage Rates

The Union and CLR shall mutually agree on all calculations involved in determining the breakdown of the monetary package, and hourly wage rates for all Employee classifications and/or premiums requiring calculation. The Union and CLR shall also mutually agree on the format of the Monthly Employer Contribution Report. Such mutual agreements shall be reached prior to such information and/or documents being distributed to either the Union membership and/or any

Employer signatory to this Agreement. The foregoing shall not be interpreted to mean the Union does not retain sole authority to determine allocation of the monetary package.

#### 5.300 Inspection of Employer Records

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

#### **ARTICLE 6.000 - UNION BENEFIT PLANS**

#### 6.100 Administration

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

#### 6.200 Bricklayers and Masons Welfare Plan

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

## 6.300 Ceramic Tile Workers Pension Plan

- 6.301 The Employer shall contribute the required amount(s) to the Ceramic Tile Workers Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "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 Plan deduction for the required amount(s) in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B" attached hereto.

#### ARTICLE 7.000 UNION DUES, PERMIT FEES AND REPRESENTATIVES

#### 7.100 Union Dues

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

- 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 schedule "B" for each hour worked from each employee's pay cheque and shall remit such deductions to the following Union related funds in the manner set forth in Article 5.000: Tilesetters Union Promotion Fund, BCBT Fund, SkillPlan and the Canadian Building Trades.

#### 8.200 Contract Administration Fund

#### 8.201 Employer Contribution

- (a) The Employer shall contribute the amount stipulated in schedules "B" for each hour worked, inclusive of GST or HST as the case may be, 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) 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 <a href="Employer">Employer</a> 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 Jurisdictional Assignment Plan

The Employer shall contribute the amounts set out in schedules "B" or each hour worked to Jurisdictional Assignment Plan in the manner set forth in Article 5.000. The JAP, as agreed to by and between the BCYT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAP, the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, Arbitration or the LRB, unless the Union has obtained a ruling from the Umpire in its favor, in which event the Union shall be entitled to claim damages through collective agreement arbitration for noncompliance with the Umpire's ruling for the period subsequent to the ruling.

#### 8.500 BCBCBTU Fund

The Employer shall contribute the amounts stipulated in 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.

#### 8.600 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).

#### ARTICLE 9.000 - HOURS OF WORK

#### 9.100 Shifts

#### 9.101 Starting and Stopping

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 Union members employed on such project.

Employees shall be at the work place and ready to start work at the designated starting time, except as may otherwise be provided by this Agreement. On Industrial projects the starting and stopping times shall be at the tool lock-up, or on non-Camp projects, the lunchroom.

#### 9.102 Day Shift

The regular work day shall be eight (8) hours between the hours of 8:00 am and 4:30 pm, with a one-half (½) hour mid-shift meal break. The regular work week shall be five (5) days, forty (40) hours, between 8:00 am Monday and 4:30 pm Friday.

#### 9.103 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 the equivalent Journeyperson rate. Second and subsequent meal breaks shall not be considered hours worked.

Day Shift No shift premium.

Afternoon Shift The Journeyperson 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 Journeyperson 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. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift. Two

(2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

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 the equivalent Journeyperson rate. Second and subsequent meal breaks shall not be considered hours worked. Notwithstanding any contrary interpretation of the following schedule/ a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift.

Day Shift No shift premium

Afternoon Shift The Journeyperson minimum straight time hourly rate shall be increased

by four dollars (\$4.00) per hour worked on any shift which commences

between 3:30 pm and 8:30 pm.

Night Shift The Journeyperson minimum straight time hourly rate shall be increased

by four dollars (\$4.00) per hour worked on any shift which commences

between 8:30 pm and before 1:01 am.

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

### 9.200 Compressed Work Week

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

#### 9.201 Hours of Work

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

#### 9.202 Overtime

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable minimum straight time hourly wage rate.
- \* For the term of this Collective Agreement, as ordered by the 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 work day in lieu of the Statutory Holiday. All Statutory Holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

#### 9.300 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 the 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 <a href="scheduled">scheduled</a> 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, on Commercial/Institutional projects 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**

#### 11.000 **Hiring**

#### 11.101 Productivity

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

#### 11.102 Name Request

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

#### 11.103 Union Membership

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

#### 11.200 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.

#### **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 12.101 (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).
- <u>Option #2</u> 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 at the CRA maximum tax free rate per road kilometer shall be paid each way to/from the forty (40) road kilometer boundary. Refer also to Article 12.400.

#### (b) Camp Accommodation

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

#### (c) Weekend Checkout

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

- (i) The Employee must turn in 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) When leave is desired in accordance with Article 12.301 (a), an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance

with the following formula. Such allowance shall be paid only once for each periodic leave.

0 km to 249 km n/a

250 km to 500 km	\$ 175.00
501 km to 750 km	\$ 275.00
751 km to 1,000 km	\$ 375.00
over 1,000 km	\$ 475.00

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

- 12.302 (a) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.
  - (b) The timing of such periodic leave shall be decided by mutual agreement. In no event shall an Employee receive leave unless he actually returns to 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

Notwithstanding any/all contrary provisions of this Agreement, effective January 1, 2020 the amount payable as an initial and terminal travel allowance and as a daily travel allowance shall be fifty-nine cents (\$0.59) per road kilometer. This amount shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometer" amount which shall be payable as an initial and terminal travel allowance and as a daily travel allowance shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

#### **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 road 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 Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance

amounts per road kilometer shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometer" amount which shall be payable pursuant to Articles 13.200 and 13.300 shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

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

#### 14.100 Harassment/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 WorkSafe BC, and/or any other such body (i.e. Federal, Provincial, or Municipal Governments, etc.), having the authority to enact same:
  - 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 <u>Tools</u>

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

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

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

- 14.503 An Employee shall not suffer any lost wages as a result of the Employer having made arrangements for the transportation of the Employee's tools to a project, if such tools are
  - subsequently not available to the Employee for any reason as a result of a transportation delay or mishap. Tool transportation costs are the responsibility of the Employer.
- 14.600 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.

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

The parties shall meet to address issues of mutual interest and importance. Such meetings shall be scheduled on an "as needed" basis, and any proposed changes to this Agreement shall not be implemented unless/until such changes are duly ratified by the parties. Notwithstanding the foregoing, where mutual agreement of the TJAC is required pursuant to an Article of this Agreement such agreement must be in writing and signed by both the Union and CLR in order to apply.

#### **ARTICLE 16.000 - GRIEVANCE PROCEDURE**

#### 16.100 Definition

- 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 <u>Time Limits</u>

- 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

#### **Tilesetters Standard ICI Agreement**

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.

## Tilesetters Standard ICI Agreement

### SIGNATURE OF PARTIES

Dated this 31 day of August, 2020.

Signed on behalf of:

Construction Labour Relations Association of BC

Dated this 28 day of August, 2020.

Signed on behalf of:

International Union of Bricklayers and Allied

Craftworkers Local #2 BC

#### SCHEDULE "A1.1"

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.1" shall apply to projects which are located inside the Lower Mainland.

"Inside" Lower Mainland	MALE								Effec	ctive Jur	ne 17, 2019
						Emplo	yer Cont	ributions	5		
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	*JAPlan	всвсвти	D&A Policy	Total Monetary Package
"A" Foreperson (AFP)	115%	36.31	3,631	3.000	2.280	0.130	0.040	n/a	0.050	0.010	45.451
"B" Foreperson (BFP)	100% + \$1.00	32.57	3.257	3.000	2.280	0.130	0.040	n/a	0.050	0.010	41.337
Journeyperson with TQ (JPTQ)	100%	31.57	3.157	3.000	2.280	0.130	0.040	n/a	0.050	0.010	40.237
Jouneyperson without TQ (JP)	85%	26.83	2.683	3.000	2.280	0.130	0.040	n/a	0.050	0.010	35.023
Improver (IMP)	85%	26.83	2.683	3.000	2.280	0.130	0.040	n/a	0.050	0.010	35.023
New Journeyperson (NJP)	85%	26.83	2.683	3.000	2.280	0.130	0.040	n/a	0.050	0.010	35.023
New Journeyperson first 30 days (NJP30	) 85%	26.83	2.683	n/a	n/a	0.130	0.040	n/a	0.050	0.010	29.743
6 <sup>th</sup> Term Apprentice (A6)	90%	28.41	2.841	3.000	2.052	0.130	0.040	n/a	0.050	0.010	36.533
5 <sup>th</sup> Term Apprentice (A5)	80%	25.26	2.526	3.000	1.824	0.130	0.040	n/a	0.050	0.010	32.840
4 <sup>th</sup> Term Apprentice (A4)	70%	22.10	2.210	3.000	1.596	0.130	0.040	n/a	0.050	0.010	29.136
3 <sup>rd</sup> Term Apprentice (A3)	65%	20.52	2.052	3.000	1.482	0.130	0.040	n/a	0.050	0.010	27.284
2 <sup>nd</sup> Term Apprentice (A2)	60%	18.94	1.894	3.000	n/a	0.130	0.040	n/a	0.050	0.010	24.064
1 <sup>st</sup> Term Apprentice (A1)	55%	17.36	1.736	3.000	n/a	0.130	0.040	n/a	0.050	0.010	22.326
Pre-Apprentice (PAP) Pre-Apprentice first 30 days (PAP30)		13.85 13.85	1.385 1.385	3.000 n/a	n/a n/a	0.130 0.130	0.040 0.040	n/a n/a	0.050 0.050	0.010 0.010	18.465 15.465

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

#### SCHEDULE "A2.1"

#### MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A2.1" shall apply to projects which are located outside the Lower Mainland.

"Outside" Lower Mainland	Market State of								Effective	June 17	7, 2019		
				Employer Contributions									
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	всвсвти	D&A Policy	Total Monetary Package		
"A" Foreperson (AFP)	115%	35.16	3.516	3.000	2.280	0.130	0.040	n/a	0.050	0.010	44.186		
"B" Foreperson (BFP)	100% + \$1.00	31.57	3.157	3.000	2.280	0.130	0.040	n/a	0.050	0.010	40.237		
Journeyperson with TQ (JPTQ)	100%	30.57	3.057	3.000	2.280	0.130	0.040	n/a	0.050	0.010	39.137		
Journeyperson without TQ (JP)	85%	25.98	2.598	3.000	2.280	0.130	0.040	n/a	0.050	0.010	34.088		
Improver (IMP)	85%	25.98	2.598	3.000	2.280	0.130	0.040	n/a	0.050	0.010	34.088		
New Journeyperson (NJP)	85%	25.98	2.598	3.000	2.280	0.130	0.040	n/a	0.050	0.010	34.088		
New Journeyperson first 30 days (NJP30)	85%	25.98	2.598	n/a	n/a	0.130	0.040	n/a	0.050	0.010	28.808		
6 <sup>th</sup> Term Apprentice (A6)	90%	27.51	2.751	3.000	2.052	0.130	0.040	n/a	0.050	0.010	35.543		
5 <sup>th</sup> Term Apprentice (A5)	80%	24.46	2.446	3.000	1.824	0.130	0.040	n/a	0.050	0.010	31.960		
4 <sup>th</sup> Term Apprentice (A4)	70%	21.40	2.140	3.000	1.596	0.130	0.040	n/a	0.050	0.010	28.366		
3 <sup>rd</sup> Term Apprentice (A3)	65%	19.87	1.987	3.000	1.482	0.130	0.040	n/a	0.050	0.010	26.569		
2 <sup>nd</sup> Term Apprentice (A2)	60%	18.34	1.834	3.000	n/a	0.130	0.040	n/a	0.050	0.010	23.404		
1 <sup>st</sup> Term Apprentice (A1)	55%	16.81	1.681	3.000	n/a	0.130	0.040	n/a	0.050	0.010	21.721		
Pre-Apprentice (PAP)		13.85	1.385	3.000	n/a	0.130	0.040	n/a	0.050	0.010	18 <i>.</i> 465		
Pre-Apprentice first 30 days (PAP30)		13.85	1.385	n/a	n/a	0.130	0.040	n/a	0.050	0.010	15.465		

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

#### SCHEDULE "A3.1"

#### MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A3.1" shall apply to industrial PLA projects which are located inside the Lower Mainland.

'Inside'' Lower Mainland Effective June 17, 2019

						Employ	er Cont				
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	всвсвти	D&A Policy	Total Monetary Package
"A" Foreperson (AFP)	115%	42.90	4.290	3.000	2.100	0.130	0.040	n/a	0.050	0.010	52.520
"B" Foreperson (BFP)	100% + \$1.00	38.30	3.830	3.000	2.100	0.130	0.040	n/a	0.050	0.010	47.460
Journeyperson with TQ (JPTQ)	100%	37.30	3.730	3.000	2.100	0.130	0.040	n/a	0.050	0.010	46.360
Journeyperson without TQ (JP)	85%	31.71	3.171	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.211
Improver (IMP)	85%	31.71	3.171	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.211
New Journeyperson (NJP)	85%	31.71	3.171	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.211
New Journeyperson first 30 days (NJP30)	85%	31.71	3.171	n/a	n/a	0.130	0.040	n/a	0.050	0.010	35.111
6 <sup>th</sup> Term Apprentice (A6)	90%	33.57	3.357	3.000	1.890	0.130	0.040	n/a	0.050	0.010	42.047
5 <sup>th</sup> Term Apprentice (A5)	80%	29.84	2.984	3.000	1.680	0.130	0.040	n/a	0.050	0.010	37.734
4 <sup>th</sup> Term Apprentice (A4)	70%	26.11	2.611	3.000	1.470	0.130	0.040	n/a	0.050	0.010	33.421
3 <sup>rd</sup> Term Apprentice (A3)	65%	24.25	2.425	3.000	1.365	0.130	0.040	n/a	0.050	0.010	31.270
2 <sup>nd</sup> Term Apprentice (A2)	60%	22.38	2.238	3.000	n/a	0.130	0.040	n/a	0.050	0.010	27.848
1 <sup>st</sup> Term Apprentice (A1)	55%	20.52	2.052	3.000	n/a	0.130	0.040	n/a	0.050	0.010	25.802
Pre-Apprentice (PAP)		13.85	1.385	3.000	n/a	0.130	0.040	n/a	0.050	0.010	18.465
Pre-Apprentice first 30 days (PAP30)		13.85	1.385	n/a	n/a	0.130	0.040	n/a	0.050	0.010	15.465

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

#### SCHEDULE "A4.1"

#### MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A4.1" shall apply to industrial PLA projects which are located outside the Lower Mainland.

"Outside" Lower Mainland Effective June 17, 2019

						Employ	er Cont	ribution	s		
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	всвсвти	D&A Policy	Total Monetary Package
"A" Foreperson (AFP)	115%	41.75	4.175	3.000	2.100	0.130	0.040	n/a	0.050	0.010	51.255
"B" Foreperson (BFP)	100% + \$1.00	37.30	3.730	3.000	2.100	0.130	0.040	n/a	0.050	0.010	46.360
Journeyperson with TQ (JPTQ)	100%	36.30	3.630	3.000	2.100	0.130	0.040	n/a	0.050	0.010	45.260
Journeyperson without TQ (JP)	85%	30.86	3.086	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.276
Improver (IMP)	85%	30.86	3.086	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.276
New Journeyperson (NJP)	85%	30.86	3.086	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.276
New Journeyperson first 30 days (NJP30	85%	30.86	3.086	n/a	n/a	0.130	0.040	n/a	0.050	0.010	34.176
6 <sup>th</sup> Term Apprentice (A6)	90%	32.67	3.267	3.000	1.890	0.130	0.040	n/a	0.050	0.010	41.057
5 <sup>th</sup> Term Apprentice (A5)	80%	29.04	2.904	3.000	1.680	0.130	0.040	n/a	0.050	0.010	36.854
4 <sup>th</sup> Term Apprentice (A4)	70%	25.41	2.541	3.000	1.470	0.130	0.040	n/a	0.050	0.010	32.651
3 <sup>rd</sup> Term Apprentice (A3)	65%	23.60	2.360	3.000	1.365	0.130	0.040	n <b>/</b> a	0.050	0.010	30.555
2 <sup>nd</sup> Term Apprentice (A2)	60%	21.78	2.178	3.000	n/a	0.130	0.040	n/a	0.050	0.010	27.188
1 <sup>st</sup> Term Apprentice (A1)	55%	19.97	1.997	3.000	n/a	0.130	0.040	n/a	0.050	0.010	25.197
Pre-Apprentice		13.85	1.385	3.000	n/a	0.130	0.040	n/a	0.050	0.010	18.465
Pre-Apprentice first 30 days (PAP30)		13.85	1.385	n/a	n/a	0.130	0.040	n/a	0.050	0.010	15.465

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

SCHEDULE "B1.1"

#### EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B1.1" shall apply to all projects without an Industrial PLA

Non-Industrial PLA Projects						1 30						E	ffective	June '	17, 2019
							mploye	e Class	ificatio	ns					
Employer Contributions	AFP	BFP	JPTQ	JP	IMP	NJP	NJP30	A6	A5	A4	А3	A2	A1	PAP	PAP30
Bricklayers and Masons Welfare Plan	3.000	3.000	3.000	3.000	3.000	3.000	n/a	3.000	3.000	3.000	3.000	3.000	3.000	3.000	n/a
Ceramic Tile Workers Pension Plan	2.280	2.280	2.280	2.280	2.280	2.280	n/a	2.052	1.824	1.596	1.482	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	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	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						
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	0.050	0.050	0.050
D&A Policy	0.010		0.010	0.010			0.010	0.010	0.010			0.010	0.010	0.010	0.010
Total Employer Contributions	5.510	5.510	5.510	5.510	5.510	5.510	0.230	5.282	5.054	4.826	4.712	3.230	3.230	3.230	0.230
Employee Deductions - Hourly															
Union Pension Plan	1.700	1.700	1.700	1.700	1.700	1.700	n/a	1.700	1.700	1.700	1.700	n/a	n/a	n/a	n/a
BCYT 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	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	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	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	0.040	0.040	0.040
Tilesetters Promotion Fund	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220
Total Employee Deductions - Hourly	2.075	2.075	2.075	2.075	2.075	2.075	0.375	2.075	2.075	2.075	2.075	0.375	0.375	0.375	0.375
Total Hourly Remittance (Excluding Field Due	7.585	7.585	7.585	7.585	7.585	7.585	0.605	7.357	7.129	6.901	6.787	3.605	3.605	3.605	0.605

## <u>‡ Employee Deductions - Field Dues</u>

#### Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues.

<sup>·</sup> Calculated on the basis of 2.5% of total Monetary Package ·

<sup>‡</sup> 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 will need to be recalculated using the adjusted Monetary Package. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

**‡** Employee Deductions - Field Dues

#### SCHEDULE "B2.1"

#### **EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

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

Industrial PLA Projects									70.70				Effective	June 1	17, 2019
	Employee Classifications														
Employer Contributions	AFP	BFP	JPTQ	JP	IMP	NJP	NJP30	A6	A5	<b>A</b> 4	A3	A2	<b>A1</b>	PAP	PAP30
Bricklayers and Masons Welfare Plan	3.000	3.000	3.000	3.000	3.000	3.000	n/a	3.000	3.000	3.000	3.000	3.000	3.000	3.000	n/a
Ceramic Tile Workers Pension Plan	2.100	2.100	2.100	2.100	2.100	2.100	n/a	1.890	1.680	1.470	1.365	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	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	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	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	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	0.010	0.010	0.010
Total Employer Contributions	5.330	5.330	5.330	5.330	5.330	5.330	0.230	5.120	4.910	4.700	4.595	3.230	3.230	3.230	0.230
Employee Deductions - Hourly															
Union Pension Plan	1.700	1.700	1.700	1.700	1.700	1.700	n/a	1.700	1.700	1.700	1.700	n/a	n/a	n/a	n/a
BCYT 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	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	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	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	0.040	0.040	0.040
Tilesetters Promotion Fund	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220
Total Employee Deductions - Hourly	2.075	2.075	2.075	2.075	2.075	2.075	0.375	2.075	2.075	2.075	2.075	0.375	0.375	0.375	0.375
Total Hourly Remittance (Excluding Field Dues)	7.405	7.405	7.405	7.405	7.405	7.405	0.605	7.195	6.985	6.775	6.670	3.605	3.605	3.605	0.605

#### Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues.

>> Calculated on the basis of 2.5% of total Monetary Package <<

<sup>‡</sup> 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 will need to be recalculated using the adjusted Monetary Package. 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 projects which are located inside the Lower Mainland.

"Inside" Lower Mainland						DAY A				Effectiv	e May 1, 2020
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	*JAPlan	всвсвти	D&A Policy	Total Monetary Package
"A" Foreperson (AFP)	115%	37.17	3.717	3.000	2.280	0.130	0.040	n/a	0.050	0.010	46.397
"B" Foreperson (BFP)	100% + \$1.00	33.32	3.332	3.000	2.280	0.130	0.040	n/a	0.050	0.010	42.162
Journeyperson with TQ (JPTQ)	100%	32.32	3.232	3.000	2.280	0.130	0.040	n/a	0.050	0.010	41.062
Jouneyperson without TQ (JP)	85%	27.47	2.747	3.000	2.280	0.130	0.040	n/a	0.050	0.010	35.727
Improver (IMP)	85%	27.47	2.747	3.000	2.280	0.130	0.040	n/a	0.050	0.010	35.727
New Journeyperson (NJP)	85%	27.47	2.747	3.000	2.280	0.130	0.040	n/a	0.050	0.010	35.727
New Journeyperson first 30 days (NJP30)	85%	27.47	2.747	n/a	n/a	0.130	0.040	n/a	0.050	0.010	30.447
6 <sup>th</sup> Term Apprentice (A6)	90%	29.09	2.909	3.000	2.052	0.130	0.040	n/a	0.050	0.010	37.281
5 <sup>th</sup> Term Apprentice (A5)	80%	25.86	2.586	3.000	1.824	0.130	0.040	n/a	0.050	0.010	33.500
4 <sup>th</sup> Term Apprentice (A4)	70%	22.62	2.262	3.000	1.596	0.130	0.040	n/a	0.050	0.010	29.708
3 <sup>rd</sup> Term Apprentice (A3)	65%	21.01	2.101	3.000	1.482	0.130	0.040	n/a	0.050	0.010	27.823
2 <sup>nd</sup> Term Apprentice (A2)	60%	19.39	1.939	3.000	n/a	0.130	0.040	n/a	0.050	0.010	24.559
1 <sup>st</sup> Term Apprentice (A1)	55%	17.78	1.778	3.000	n/a	0.130	0.040	n/a	0.050	0.010	22.788
Pre-Apprentice (PAP) Pre-Apprentice first 30 days (PAP30)		13.85 13.85	1.385 1.385	3.000 n/a	n/a n/a	0.130 0.130	0.040 0.040	n/a n/a	0.050 0.050	0.010 0.010	18.465 15.465

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

<sup>†</sup> The minimum wage in B.C. will go up to \$14.60/hour on June 1, 2020. The Pre-Apprentice wage rate will need to be adjusted accordingly.

### SCHEDULE "A2.2"

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A2.2" shall apply to projects which are located outside the Lower Mainland.

"Outside" Lower Mainland Effective May 1, 2020

				Employer Contributions									
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	всвсвти	D&A Policy	Total Monetary Package		
"A" Foreperson (AFP)	115%	36.02	3.602	3.000	2.280	0.130	0.040	n/a	0.050	0.010	45.132		
"B" Foreperson (BFP)	100% + \$1.00	32.32	3.232	3.000	2.280	0.130	0.040	n/a	0.050	0.010	41.062		
Journeyperson with TQ (JPTQ)	100%	31.32	3.132	3.000	2.280	0.130	0.040	n/a	0.050	0.010	39.962		
Journeyperson without TQ (JP)	85%	26.62	2.662	3.000	2.280	0.130	0.040	n/a	0.050	0.010	34.792		
Improver (IMP)	85%	26.62	2.662	3.000	2.280	0.130	0.040	n/a	0.050	0.010	34.792		
New Journeyperson (NJP)	85%	26.62	2.662	3.000	2.280	0.130	0.040	n/a	0.050	0.010	34.792		
New Journeyperson first 30 days (NJP30)	85%	26.62	2.662	n/a	n/a	0.130	0.040	. n/a	0.050	0.010	29.512		
6 <sup>th</sup> Term Apprentice (A6)	90%	28.19	2.819	3.000	2.052	0.130	0.040	n/a	0.050	0.010	36.291		
5 <sup>th</sup> Term Apprentice (A5)	80%	25.06	2.506	3.000	1.824	0.130	0.040	n/a	0.050	0.010	32.620		
4 <sup>th</sup> Term Apprentice (A4)	70%	21.92	2.192	3.000	1.596	0.130	0.040	n/a	0.050	0.010	28.938		
3 <sup>rd</sup> Term Apprentice (A3)	65%	20.36	2.036	3.000	1.482	0.130	0.040	n/a	0.050	0.010	27.108		
2 <sup>nd</sup> Term Apprentice (A2)	60%	18.79	1.879	3.000	n/a	0.130	0.040	n/a	0.050	0.010	23.899		
1 <sup>st</sup> Term Apprentice (A1)	55%	17.23	1.723	3.000	n/a	0.130	0.040	n/a	0.050	0.010	22.183		
Pre-Apprentice (PAP)		13.85	1.385	3.000	n/a	0.130	0.040	n/a	0.050	0.010	18.465		
Pre-Apprentice first 30 days (PAP30)		13.85	1.385	n/a	n/a	0.130	0.040	n/a	0.050	0.010	15.465		

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

<sup>†</sup> The minimum wage in B.C. will go up to \$14.60/hour on June 1, 2020. The Pre-Apprentice wage rate will need to be adjusted accordingly.

### SCHEDULE "A3.2"

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A3.2" shall apply to industrial PLA projects which are located inside the Lower Mainland.

"Inside" Lower Mainland Effective May 1, 2020

				Employer Contributions								
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	всвсвти	D&A Policy	Total Monetary Package	
"A" Foreperson (AFP)	115%	43.24	4.324	3.000	2.100	0.130	0.040	n/a	0.050	0.010	52.894	
"B" Foreperson (BFP)	100% + \$1.00	38.60	3.860	3.000	2.100	0.130	0.040	n/a	0.050	0.010	47.790	
Journeyperson with TQ (JPTQ)	100%	37.60	3.760	3.000	2.100	0.130	0.040	n/a	0.050	0.010	46.690	
Journeyperson without TQ (JP)	85%	31.96	3.196	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.486	
Improver (IMP)	85%	31.96	3.196	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.486	
New Journeyperson (NJP)	85%	31.96	3.196	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.486	
New Journeyperson first 30 days (NJP30)	85%	31.96	3.196	n/a	n/a	0.130	0.040	n/a	0.050	0.010	35.386	
6 <sup>th</sup> Term Apprentice (A6)	90%	33.84	3.384	3,000	1.890	0.130	0.040	n/a	0.050	0.010	42.344	
5 <sup>th</sup> Term Apprentice (A5)	80%	30.08	3.008	3.000	1.680	0.130	0.040	n/a	0.050	0.010	37.998	
4 <sup>th</sup> Term Apprentice (A4)	70%	26.32	2.632	3.000	1.470	0.130	0.040	n/a	0.050	0.010	33.652	
3 <sup>rd</sup> Term Apprentice (A3)	65%	24.44	2.444	3.000	1.365	0.130	0.040	n/a	0.050	0.010	31.479	
2 <sup>nd</sup> Term Apprentice (A2)	60%	22.56	2.256	3.000	n/a	0.130	0.040	n/a	0.050	0.010	28.046	
1 <sup>st</sup> Term Apprentice (A1)	55%	20.68	2.068	3.000	n/a	0.130	0.040	n/a	0.050	0.010	25.978	
Pre-Apprentice (PAP)		13.85	1.385	3.000	n/a	0.130	0.040	n/a	0.050	0.010	18.465	
Pre-Apprentice first 30 days (PAP30)		13.85	1.385	n/a	n/a	0.130	0.040	n/a	0.050	0.010	15.465	

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

<sup>†</sup> The minimum wage in B.C. will go up to \$14.60/hour on June 1, 2020. The Pre-Apprentice wage rate will need to be adjusted accordingly.

## SCHEDULE "A4.2"

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A4.2" shall apply to industrial PLA projects which are located outside the Lower Mainland.

"Outside" Lower Mainland	Effective May 1, 2020

				Employer Contributions									
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	всвсвти	D&A Policy	Total Monetary Package		
"A" Foreperson (AFP)	115%	42.09	4.209	3.000	2.100	0.130	0.040	n/a	0.050	0.010	51.629		
"B" Foreperson (BFP)	100% + \$1.00	37.60	3.760	3.000	2.100	0.130	0.040	n/a	0.050	0.010	46.690		
Journeyperson with TQ (JPTQ)	100%	36.60	3.660	3.000	2.100	0.130	0.040	n/a	0.050	0.010	45.590		
Journeyperson without TQ (JP)	85%	31.11	3.111	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.551		
Improver (IMP)	85%	31.11	3.111	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.551		
New Journeyperson (NJP)	85%	31.11	3.111	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.551		
New Journeyperson first 30 days (NJP30)	85%	31.11	3.111	n/a	n/a	0.130	0.040	n/a	0.050	0.010	34.451		
6 <sup>th</sup> Term Apprentice (A6)	90%	32.94	3.294	3.000	1.890	0.130	0.040	n/a	0.050	0.010	41.354		
5 <sup>th</sup> Term Apprentice (A5)	80%	29.28	2.928	3.000	1.680	0.130	0.040	n/a	0.050	0.010	37.118		
4 <sup>th</sup> Term Apprentice (A4)	70%	25.62	2.562	3.000	1.470	0.130	0.040	n/a	0.050	0.010	32.882		
3 <sup>rd</sup> Term Apprentice (A3)	65%	23.79	2.379	3.000	1.365	0.130	0.040	n/a	0.050	0.010	30.764		
2 <sup>nd</sup> Term Apprentice (A2)	60%	21.96	2.196	3.000	n/a	0.130	0.040	n/a	0.050	0.010	27.386		
1 <sup>st</sup> Term Apprentice (A1)	55%	20.13	2.013	3.000	n/a	0.130	0.040	n/a	0.050	0.010	25.373		
Pre-Apprentice		13.85	1.385	3.000	n/a	0.130	0.040	n/a	0.050	0.010	18.465		
Pre-Apprentice first 30 days (PAP30)		13.85	1.385	n/a	n/a	0.130	0.040	n/a	0.050	0.010	15.465		

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

<sup>†</sup> The minimum wage in B.C. will go up to \$14.60/hour on June 1, 2020. The Pre-Apprentice wage rate will need to be adjusted accordingly.

#### SCHEDULE "B1.2"

#### EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

Schedule "B1.2" shall apply to all projects without an Industrial PLA

Non-Industrial PLA Projects												0	Effe	ctive Ma	ay 1, 2020
					To be		Employee	Classi	fication	s			Marie		
Employer Contributions	AFP	BFP	JPTQ	JP	IMP	NJP	NJP30	A6	<b>A</b> 5	<b>A</b> 4	А3	A2	A1	PAP	PAP30
Bricklayers and Masons Welfare Plan	3.000	3.000	3.000	3.000	3.000	3.000	n/a	3.000	3.000	3.000	3.000	3.000	3.000	3.000	n/a
Ceramic Tile Workers Pension Plan	2.280	2.280	2.280	2.280	2.280	2.280	n/a	2.052	1.824	1.596	1.482	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	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	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						
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	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	0.010	0.010	0.010
Total Employer Contributions	5.510	5.510	5.510	5.510	5.510	5.510	0.230	5.282	5.054	4.826	4.712	3.230	3.230	3.230	0.230
Employee Deductions - Hourly															
Union Pension Plan	1.700	1.700	1.700	1.700	1.700	1.700	n/a	1.700	1.700	1.700	1.700	n/a	n/a	n/a	n/a
BCYT 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	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	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	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	0.040	0.040	0.040
Tilesetters Promotion Fund	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220
Total Employee Deductions - Hourly	2.075	2.075	2.075	2.075	2.075	2.075	0.375	2.075	2.075	2.075	2.075	0.375	0.375	0.375	0.375
Total Hourly Remittance (Excluding Field Dues)	7.585	7.585	7.585	7.585	7.585	7.585	0.605	7.357	7.129	6.901	6.787	3.605	3.605	3.605	0.605

# <u>‡ Employee Deductions - Field Dues</u>

# Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues.

‡ 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 will need to be recalculated using the adjusted Monetary Package. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

<sup>&</sup>gt;> Calculated on the basis of 2.5% of total Monetary Package <<

#### SCHEDULE "B2.2"

**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS** 

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

Industrial PLA Projects													Effecti	ive May	1, 2020
						E	mploye	e Class	ificatio	ns					
Employer Contributions	AFP	BFP	JPTQ	JP	IMP	NJP	NJP30	A6	A5	A4	А3	A2	A1	PAP	PAP30
Bricklayers and Masons Welfare Plan	3.000		3.000			3.000	n/a	3.000		3.000	3.000	3.000	3.000	3.000	n/a
Ceramic Tile Workers Pension Plan	2.100	2.100	2.100		2.100		n/a	1.890		1.470		n/a	n/a	n/a	n/a
CAF (Contract Administration Fund) CIRP (Rehabilitation Plan)	0.130		0.130		0.130		0.130	0.130		0.130	0.130	0.130	0.130	0.130	0.130 0.040
JAPlan (BC Jurisdictional Assignment Plan)	0.040 n/a	n/a	0.040 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	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	0.010	0.010	0.010
Total Employer Contributions	5.330	5.330	5.330	5.330	5.330	5.330	0.230	5.120	4.910	4.700	4.595	3.230	3.230	3.230	0.230
Employee Deductions - Hourly															
Union Pension Plan	1.700	1.700	1.700	1.700	1.700	1.700	n/a	1.700	1.700	1.700	1.700	n/a	n/a	n/a	n/a
BCYT 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	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	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	0.010	0.010	0.010
CIRP (Rehabilitation Plan)	0.040		0.040				0.040						0.040		0.040
Tilesetters Promotion Fund	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220
Total Employee Deductions - Hourly	2.075	2.075	2.075	2.075	2.075	2.075	0.375	2.075	2.075	2.075	2.075	0.375	0.375	0.375	0.375
Total Hourly Remittance (Excluding Field Dues	7.405	7.405	7.405	7.405	7.405	7.405	0.605	7.195	6.985	6.775	6.670	3.605	3.605	3.605	0.605
<u> ‡ Employee Deductions - Field Dues</u>			Calcul	ated on	the bas	sis of 2.	5% of to	tai Mon	etary Pa	ackage					

# Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues.

‡ 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 will need to be recalculated using the adjusted Monetary Package. 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 projects which are located inside the Lower Mainland.

"Inside" Lower Mainland Effective May 1, 2021

				Employer Contributions									
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	*JAPlan	всвсвти	D&A Policy	Total Monetary Package		
"A" Foreperson (AFP)	115%	38.03	3.803	3.000	2.280	0.130	0.040	n/a	0.050	0.010	47.343		
"B" Foreperson (BFP)	100% + \$1.00	34.07	3.407	3.000	2.280	0.130	0.040	n/a	0.050	0.010	42.987		
Journeyperson with TQ (JPTQ)	100%	33.07	3.307	3.000	2.280	0.130	0.040	n/a	0.050	0.010	41.887		
Jouneyperson without TQ (JP)	85%	28.11	2.811	3.000	2.280	0.130	0.040	n/a	0.050	0.010	36.431		
Improver (IMP)	85%	28.11	2.811	3.000	2.280	0.130	0.040	n/a	0.050	0.010	36.431		
New Journeyperson (NJP)	85%	28.11	2.811	3.000	2.280	0.130	0.040	n/a	0.050	0.010	36.431		
New Journeyperson first 30 days (NJP30)	85%	28.11	2.811	n/a	n/a	0.130	0.040	n/a	0.050	0.010	31,151		
6 <sup>th</sup> Term Apprentice (A6)	90%	29.76	2.976	3.000	2.052	0.130	0.040	n/a	0.050	0.010	38.018		
5 <sup>th</sup> Term Apprentice (A5)	80%	26.46	2.646	3.000	1.824	0.130	0.040	n/a	0.050	0.010	34.160		
4 <sup>th</sup> Term Apprentice (A4)	70%	23.15	2.315	3.000	1.596	0.130	0.040	n/a	0.050	0.010	30.291		
3 <sup>rd</sup> Term Apprentice (A3)	65%	21.50	2.150	3.000	1.482	0.130	0.040	n/a	0.050	0.010	28.362		
2 <sup>nd</sup> Term Apprentice (A2)	60%	19.84	1.984	3.000	n/a	0.130	0.040	n/a	0.050	0.010	25.054		
1 <sup>st</sup> Term Apprentice (A1)	55%	18.19	1.819	3.000	n/a	0.130	0.040	n/a	0.050	0.010	23.239		
Pre-Apprentice (PAP) Pre-Apprentice first 30 days (PAP30)		14.60 14.60	1.460 1.460	3.000 n/a	n/a n/a	0.130 0.130	0.040 0.040	n/a n/a	0.050 0.050	0.010 0.010	19.290 16.290		

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

<sup>†</sup> The minimum wage in B.C. will go up to \$15.20/hour on June 1, 2021. The Pre-Apprentice wage rate will need to be adjusted accordingly.

### **SCHEDULE "A2.3"**

### MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A2.3" shall apply to projects which are located outside the Lower Mainland.

"Outside" Lower Mainland Effective May 1, 2021

				Employer Contributions									
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Monetary Package		
"A" Foreperson (AFP)	115%	36.88	3.688	3.000	2.280	0.130	0.040	n/a	0.050	0.010	46.078		
"B" Foreperson (BFP)	100% + \$1.00	33.07	3.307	3.000	2.280	0.130	0.040	n/a	0.050	0.010	41.887		
Journeyperson with TQ (JPTQ)	100%	32.07	3.207	3.000	2.280	0.130	0.040	n/a	0.050	0.010	40.787		
Journeyperson without TQ (JP)	85%	27.26	2.726	3.000	2.280	0.130	0.040	n/a	0.050	0.010	35.496		
Improver (IMP)	85%	27.26	2.726	3.000	2.280	0.130	0.040	n/a	0.050	0.010	35.496		
New Journeyperson (NJP)	85%	27.26	2.726	3.000	2,280	0.130	0.040	n/a	0.050	0.010	35.496		
New Journeyperson first 30 days (NJP30)	85%	27.26	2.726	n/a	n/a	0.130	0.040	n/a	0.050	0.010	30.216		
6 <sup>th</sup> Term Apprentice (A6)	90%	28.86	2.886	3.000	2.052	0.130	0.040	n/a	0.050	0.010	37.028		
5 <sup>th</sup> Term Apprentice (A5)	80%	25.66	2.566	3.000	1.824	0.130	0.040	n/a	0.050	0.010	33.280		
4 <sup>th</sup> Term Apprentice (A4)	70%	22.45	2.245	3.000	1.596	0.130	0.040	n/a	0.050	0.010	29.521		
3 <sup>rd</sup> Term Apprentice (A3)	65%	20.85	2.085	3.000	1.482	0.130	0.040	n/a	0.050	0.010	27.647		
2 <sup>nd</sup> Term Apprentice (A2)	60%	19.24	1.924	3.000	n/a	0.130	0.040	n/a	0.050	0.010	24.394		
1 <sup>st</sup> Term Apprentice (A1)	55%	17.64	1.764	3.000	n/a	0.130	0.040	n/a	0.050	0.010	22.634		
Pre-Apprentice (PAP)		14.60	1.460	3.000	n/a	0.130	0.040	n/a	0.050	0.010	19.290		
Pre-Apprentice first 30 days (PAP30)		14.60	1.460	n/a	n/a	0.130	0.040	n/a	0.050	0.010	16.290		

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

<sup>†</sup> The minimum wage in B.C. will go up to \$15.20/hour on June 1, 2021. The Pre-Apprentice wage rate will need to be adjusted accordingly.

# SCHEDULE "A3.3"

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A3.3" shall apply to industrial PLA projects which are located inside the Lower Mainland.

"Inside" Lower Mainland Effective May 1, 2021

				Employer Contributions								
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Monetary Package	
"A" Foreperson (AFP)	115%	43.59	4.359	3.000	2.100	0.130	0.040	n/a	0.050	0.010	53.279	
"B" Foreperson (BFP)	100% + \$1.00	38.90	3.890	3.000	2.100	0.130	0.040	n/a	0.050	0.010	48.120	
Journeyperson with TQ (JPTQ)	100%	37.90	3.790	3.000	2.100	0.130	0.040	n/a	0.050	0.010	47.020	
Journeyperson without TQ (JP)	85%	32.22	3.222	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.772	
Improver (IMP)	85%	32.22	3.222	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.772	
New Journeyperson (NJP)	85%	32.22	3.222	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.772	
New Journeyperson first 30 days (NJP30)	85%	32.22	3.222	n/a	n/a	0.130	0.040	n/a	0.050	0.010	35.672	
6 <sup>th</sup> Term Apprentice (A6)	90%	34.11	3.411	3.000	1.890	0.130	0.040	n/a	0.050	0.010	42.641	
5 <sup>th</sup> Term Apprentice (A5)	80%	30.32	3.032	3.000	1.680	0.130	0.040	n/a	0.050	0.010	38.262	
4 <sup>th</sup> Term Apprentice (A4)	70%	26.53	2.653	3.000	1.470	0.130	0.040	n/a	0.050	0.010	33.883	
3 <sup>rd</sup> Term Apprentice (A3)	65%	24.64	2.464	3.000	1.365	0.130	0.040	n/a	0.050	0.010	31.699	
2 <sup>nd</sup> Term Apprentice (A2)	60%	22.74	2.274	3.000	n/a	0.130	0.040	n/a	0.050	0.010	28.244	
1 <sup>st</sup> Term Apprentice (A1)	55%	20.85	2.085	3.000	n/a	0.130	0.040	n/a	0.050	0.010	26.165	
Pre-Apprentice (PAP)		14.60	1.460	3.000	n/a	0.130	0.040	n/a	0.050	0.010	19.290	
Pre-Apprentice first 30 days (PAP30)		14.60	1.460	n/a	n/a	0.130	0.040	n/a	0.050	0.010	16.290	

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

<sup>†</sup> The minimum wage in B.C. will go up to \$15.20/hour on June 1, 2021. The Pre-Apprentice wage rate will need to be adjusted accordingly.

# SCHEDULE "A4.3"

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A4.3" shall apply to industrial PLA projects which are located outside the Lower Mainland.

"Outside" Lower Mainland	Effective May 1, 2021
--------------------------	-----------------------

				Employer Contributions									
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Monetary Package		
"A" Foreperson (AFP)	115%	42.44	4.244	3.000	2.100	0.130	0.040	n/a	0.050	0.010	52.014		
"B" Foreperson (BFP)	100% + \$1.00	37.90	3.790	3.000	2.100	0.130	0.040	n/a	0.050	0.010	47.020		
Journeyperson with TQ (JPTQ)	100%	36.90	3.690	3.000	2.100	0.130	0.040	n/a	0.050	0.010	45.920		
Journeyperson without TQ (JP)	85%	31.37	3,137	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.837		
Improver (IMP)	85%	31.37	3.137	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.837		
New Journeyperson (NJP)	85%	31.37	3.137	3.000	2.100	0.130	0.040	n/a	0.050	0.010	39.837		
New Journeyperson first 30 days (NJP30)	85%	31.37	3.137	n/a	n/a	0.130	0.040	n/a	0.050	0.010	34.737		
6 <sup>th</sup> Term Apprentice (A6)	90%	33.21	3.321	3.000	1.890	0.130	0.040	n/a	0.050	0.010	41.651		
5 <sup>th</sup> Term Apprentice (A5)	80%	29.52	2.952	3.000	1.680	0.130	0.040	n/a	0.050	0.010	37.382		
4 <sup>th</sup> Term Apprentice (A4)	70%	25.83	2.583	3.000	1.470	0.130	0.040	n/a	0.050	0.010	33.113		
3 <sup>rd</sup> Term Apprentice (A3)	65%	23.99	2.399	3.000	1.365	0.130	0.040	n/a	0.050	0.010	30.984		
2 <sup>nd</sup> Term Apprentice (A2)	60%	22.14	2.214	3.000	n/a	0.130	0.040	n/a	0.050	0.010	27.584		
1 <sup>st</sup> Term Apprentice (A1)	55%	20.30	2,030	3.000	n/a	0.130	0.040	n/a	0.050	0.010	25.560		
Pre-Apprentice		14.60	1.460	3.000	n/a	0.130	0.040	n/a	0.050	0.010	19.290		
Pre-Apprentice first 30 days (PAP30)		14.60	1.460	n/a	n/a	0.130	0.040	n/a	0.050	0.010	16.290		

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

<sup>†</sup> The minimum wage in B.C. will go up to \$15.20/hour on June 1, 2021. The Pre-Apprentice wage rate will need to be adjusted accordingly.

#### SCHEDULE "B1,3"

### **EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B1.3" shall apply to all projects without an Industrial PLA

Non-Industrial PLA Projects		ES.											Effect	ive May	1, 2021
						E	Employe	e Class	ification	าร					
Employer Contributions	AFP	BFP	JPTQ	JР	IMP	NJP	NJP30	<b>A6</b>	<b>A5</b>	<b>A4</b>	<b>A3</b>	A2	A1	PAP	PAP30
Bricklayers and Masons Welfare Plan	3.000	3.000	3.000	3.000	3.000	3.000	n/a	3.000	3.000	3.000	3.000	3.000	3.000	3.000	n/a
Ceramic Tile Workers Pension Plan	2.280	2.280	2.280	2.280	2.280	2.280	n/a	2.052	1.824	1.596	1.482	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	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	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						
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	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	0.010	0.010	0.010
Total Employer Contributions	5.510	5.510	5.510	5.510	5.510	5.510	0.230	5.282	5.054	4.826	4.712	3.230	3.230	3.230	0.230
Employee Deductions - Hourly															
Union Pension Plan	1.700	1.700	1.700	1.700	1.700	1.700	n/a	1.700	1.700	1.700	1.700	n/a	n/a	n/a	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	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	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	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	0.040	0.040	0.040
Tilesetters Promotion Fund	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220
Total Employee Deductions - Hourly	2.075	2.075	2,075	2.075	2.075	2.075	0.375	2.075	2.075	2.075	2.075	0.375	0.375	0.375	0.375
Total Hourly Remittance (Excluding Field Dues)	7.585	7.585	7.585	7.585	7.585	7.585	0.605	7.357	7.129	6.901	6.787	3.605	3.605	3.605	0.605

**<sup>‡</sup> Employee Deductions - Field Dues** 

Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues.

<sup>&</sup>gt;>> Calculated on the basis of 2.5% of total Monetary Package <<<

<sup>#</sup> 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 will need to be recalculated using the adjusted Monetary Package. 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 governed by an Industrial PLA

Industrial PLA Projects													Effecti	ve May	1, 2021
						E	mploye	e Classi	fication	S					
Employer Contributions	AFP	BFP	JPTQ	JP	IMP	PĽN	NJP30	A6	A5	A4	A3	A2	A1	PAP	PAP30
Bricklayers and Masons Welfare Plan	3.000	3.000	3.000	3.000	3.000	3.000	n/a	3.000	3.000	3.000	3.000	3.000	3.000	3.000	n/a
Ceramic Tile Workers Pension Plan	2.100	2.100	2.100	2.100	2.100	2.100	n/a	1.890	1.680	1.470	1.365	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	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	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						
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	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	0.010	0.010	0.010
Total Employer Contributions	5.330	5.330	5.330	5.330	5.330	5.330	0.230	5.120	4.910	4.700	4.595	3.230	3.230	3.230	0.230
Employee Deductions - Hourly															
Union Pension Plan	1.700	1.700	1.700	1.700	1.700	1.700	n/a	1.700	1.700	1.700	1.700	n/a	n/a	n/a	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	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	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	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	0.040	0.040	0.040
Tilesetters Promotion Fund	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220
Total Employee Deductions - Hourly	2.075	2.075	2.075	2.075	2.075	2.075	0.375	2.075	2.075	2.075	2.075	0.375	0.375	0.375	0.375
Total Hourly Remittance (Excluding Field Dues)	7.405	7.405	7.405	7.405	7.405	7.405	0.605	7.195	6.985	6.775	6.670	3.605	3.605	3.605	0.605

**<sup>‡</sup> Employee Deductions - Field Dues** 

Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues.

<sup>&</sup>gt;>> Calculated on the basis of 2.5% of total Monetary Package <<<

<sup>‡</sup> 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 will need to be recalculated using the adjusted Monetary Package. Please contact CLR or the Union for clarification if/as required. Refer also to Article 7.100.

Effective May 1, 2022

0.050

0.050

0.050

0.010

0.010

0.010

23.690

19.950

16.950

## SCHEDULE "A1.4"

"Inside" Lower Mainland

1<sup>st</sup> Term Apprentice (A1)

Pre-Apprentice first 30 days (PAP30)

Pre-Apprentice (PAP)

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A1.4" shall apply to projects which are located inside the Lower Mainland.

				Employer Contributions							
Employee Classifications:	º/o	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	*JAPlan	ВСВСВТИ	D&A Policy	Total Monetary Package
"A" Foreperson (AFP)	115%	38.89	3.889	3.000	2.280	0.130	0.040	n/a	0.050	0.010	48.289
"B" Foreperson (BFP)	100% + \$1.00	34.82	3.482	3.000	2,280	0.130	0.040	n/a	0.050	0.010	43.812
Journeyperson with TQ (JPTQ)	100%	33.82	3.382	3.000	2.280	0.130	0.040	n/a	0.050	0.010	42.712
Jouneyperson without TQ (JP)	85%	28.75	2.875	3.000	2.280	0.130	0.040	n/a	0.050	0.010	37.135
Improver (IMP)	85%	28.75	2.875	3.000	2.280	0.130	0.040	n/a	0.050	0.010	37.135
New Journeyperson (NJP)	85%	28.75	2.875	3.000	2.280	0.130	0.040	n/a	0.050	0.010	37.135
New Journeyperson first 30 days (NJP30)	85%	28.75	2.875	n/a	n/a	0.130	0.040	n/a	0.050	0.010	31.855
6 <sup>th</sup> Term Apprentice (A6)	90%	30.44	3.044	3.000	2.052	0.130	0.040	n/a	0.050	0.010	38.766
5 <sup>th</sup> Term Apprentice (A5)	80%	27.06	2.706	3.000	1.824	0.130	0.040	n/a	0.050	0.010	34.820
4 <sup>th</sup> Term Apprentice (A4)	70%	23.67	2.367	3.000	1.596	0.130	0.040	n/a	0.050	0.010	30.863
3 <sup>rd</sup> Term Apprentice (A3)	65%	21.98	2.198	3.000	1.482	0.130	0.040	n/a	0.050	0.010	28.890
2 <sup>nd</sup> Term Apprentice (A2)	60%	20.29	2.029	3.000	n/a	0.130	0.040	n/a	0.050	0.010	25.549

55%

18.60

15.20

15.20

1.860

1.520

1.520

3.000

3.000

n/a

n/a

n/a

n/a

0.130

0.130

0.130

0.040

0.040

0.040

n/a

n/a

n/a

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

# SCHEDULE "A2.4"

# MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A2.4" shall apply to projects which are located outside the Lower Mainland.

"Outside" Lower Mainland	Effective May 1, 2022

				Employer Contributions							
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Monetary Package
"A" Foreperson (AFP)	115%	37.74	3.774	3.000	2.280	0.130	0.040	n/a	0.050	0.010	47.024
"B" Foreperson (BFP)	100% + \$1.00	33.82	3.382	3.000	2,280	0.130	0.040	n/a	0.050	0.010	42.712
Journeyperson with TQ (JPTQ)	100%	32.82	3.282	3.000	2.280	0.130	0.040	n/a	0.050	0.010	41.612
Journeyperson without TQ (JP)	85%	27.90	2.790	3.000	2.280	0.130	0.040	n/a	0.050	0.010	36.200
Improver (IMP)	85%	27.90	2.790	3.000	2.280	0.130	0.040	n/a	0.050	0.010	36.200
New Journeyperson (NJP)	85%	27.90	2.790	3.000	2.280	0.130	0.040	n/a	0.050	0.010	36.200
New Journeyperson first 30 days (NJP30)	85%	27.90	2.790	n/a	n/a	0.130	0.040	n/a	0.050	0.010	30.920
6 <sup>th</sup> Term Apprentice (A6)	90%	29.54	2.954	3.000	2.052	0.130	0.040	n/a	0.050	0.010	37.776
5 <sup>th</sup> Term Apprentice (A5)	80%	26.26	2.626	3.000	1.824	0.130	0.040	n/a	0.050	0.010	33.940
4 <sup>th</sup> Term Apprentice (A4)	70%	22,97	2.297	3.000	1.596	0.130	0.040	n/a	0.050	0.010	30.093
3 <sup>rd</sup> Term Apprentice (A3)	65%	21.33	2.133	3.000	1.482	0.130	0.040	n/a	0.050	0.010	28.175
2 <sup>nd</sup> Term Apprentice (A2)	60%	19.69	1.969	3.000	n/a	0.130	0.040	n/a	0.050	0.010	24.889
1 <sup>st</sup> Term Apprentice (A1)	55%	18.05	1.805	3.000	n/a	0.130	0.040	n/a	0.050	0.010	23.085
Pre-Apprentice (PAP)		15.20	1.520	3.000	n/a	0.130	0.040	n/a	0.050	0.010	19.950
Pre-Apprentice first 30 days (PAP30)		15.20	1.520	n/a	n/a	0.130	0.040	n/a	0.050	0.010	16.950

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

# SCHEDULE "A3.4"

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A3.4" shall apply to industrial PLA projects which are located inside the Lower Mainland.

"Inside" Lower Mainland Effective May 1, 2022

					•						
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	ВСВСВТИ	D&A Policy	Total Monetary Package
"A" Foreperson (AFP)	115%	43.93	4.393	3.000	2.100	0.130	0.040	n/a	0.050	0.010	53.653
"B" Foreperson (BFP)	100% + \$1.00	39.20	3.920	3.000	2.100	0.130	0.040	n/a	0.050	0.010	48.450
Journeyperson with TQ (JPTQ)	100%	38.20	3.820	3.000	2.100	0.130	0.040	n/a	0.050	0.010	47.350
Journeyperson without TQ (JP)	85%	32.47	3.247	3.000	2.100	0.130	0.040	n/a	0.050	0.010	41.047
Improver (IMP)	85%	32.47	3.247	3.000	2.100	0.130	0.040	n/a	0.050	0.010	41.047
New Journeyperson (NJP)	85%	32.47	3.247	3.000	2.100	0.130	0.040	n/a	0.050	0.010	41.047
New Journeyperson first 30 days (NJP30)	85%	32.47	3.247	n/a	n/a	0.130	0.040	n/a	0.050	0.010	35.947
6 <sup>th</sup> Term Apprentice (A6)	90%	34.38	3.438	3.000	1.890	0.130	0.040	n/a	0.050	0.010	42.938
5 <sup>th</sup> Term Apprentice (A5)	80%	30.56	3.056	3.000	1.680	0.130	0.040	n/a	0.050	0.010	38.526
4 <sup>th</sup> Term Apprentice (A4)	70%	26.74	2.674	3.000	1.470	0.130	0.040	n/a	0.050	0.010	34.114
3 <sup>rd</sup> Term Apprentice (A3)	65%	24.83	2.483	3.000	1.365	0.130	0.040	n/a	0.050	0.010	31.908
2 <sup>nd</sup> Term Apprentice (A2)	60%	22.92	2,292	3.000	n/a	0.130	0.040	n/a	0.050	0.010	28.442
1 <sup>st</sup> Term Apprentice (A1)	55%	21.01	2.101	3.000	n/a	0.130	0.040	n/a	0.050	0.010	26.341
Pre-Apprentice (PAP)		15.20	1.520	3.000	n/a	0.130	0.040	n/a	0.050	0.010	19.950
Pre-Apprentice first 30 days (PAP30)		15.20	1.520	n/a	n/a	0.130	0.040	n/a	0.050	0.010	16.950

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

# SCHEDULE "A4.4"

## MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE

Schedule "A4.4" shall apply to industrial PLA projects which are located outside the Lower Mainland.

"Outside" Lower Mainland Effective May 1, 2022

				Employer Contributions							
Employee Classifications:	%	Wage Rate	VP/SHP (10%)	B&M Welfare Plan	CT Pension Plan	CAF	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Monetary Package
"A" Foreperson (AFP)	115%	42.78	4.278	3.000	2.100	0.130	0.040	n/a	0.050	0.010	52.388
"B" Foreperson (BFP)	100% + \$1.00	38.20	3.820	3.000	2.100	0.130	0.040	n/a	0.050	0.010	47.350
Journeyperson with TQ (JPTQ)	100%	37.20	3.720	3.000	2.100	0.130	0.040	n/a	0.050	0.010	46.250
Journeyperson without TQ (JP)	85%	31.62	3.162	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.112
Improver (IMP)	85%	31.62	3.162	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.112
New Journeyperson (NJP)	85%	31.62	3.162	3.000	2.100	0.130	0.040	n/a	0.050	0.010	40.112
New Journeyperson first 30 days (NJP30)	85%	31.62	3.162	n/a	n/a	0.130	0.040	n/a	0.050	0.010	35.012
6 <sup>th</sup> Term Apprentice (A6)	90%	33.48	3.348	3.000	1.890	0.130	0.040	n/a	0.050	0.010	41.948
5 <sup>th</sup> Term Apprentice (A5)	80%	29.76	2.976	3.000	1.680	0.130	0.040	n/a	0.050	0.010	37.646
4 <sup>th</sup> Term Apprentice (A4)	70%	26.04	2.604	3.000	1.470	0.130	0.040	n/a	0.050	0.010	33.344
3 <sup>rd</sup> Term Apprentice (A3)	65%	24.18	2.418	3.000	1.365	0.130	0.040	n/a	0.050	0.010	31.193
2 <sup>nd</sup> Term Apprentice (A2)	60%	22.32	2.232	3.000	n/a	0.130	0.040	n/a	0.050	0.010	27.782
1 <sup>st</sup> Term Apprentice (A1)	55%	20.46	2.046	3.000	n/a	0.130	0.040	n/a	0.050	0.010	25.736
Pre-Apprentice		15.20	1.520	3.000	n/a	0.130	0.040	n/a	0.050	0.010	19.950
Pre-Apprentice first 30 days (PAP30)		15.20	1.520	n/a	n/a	0.130	0.040	n/a	0.050	0.010	16.950

<sup>\*</sup> The JAPlan has been temporarily suspended effective May 01, 2018

### SCHEDULE "B1.4"

### **EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Schedule "B1.4" shall apply to all projects without an Industrial PLA

Non-Industrial PLA Projects												Ef	fective	May 1	L, 2022
	Employee Classifications														
Employer Contributions	AFP	BFP	JPTQ	JP	IMP	NJP	NJP30	<b>A6</b>	<b>A5</b>	<b>A4</b>	<b>A3</b>	A2	A1	PAP	PAP30
Bricklayers and Masons Welfare Plan	3.000	3.000	3.000	3,000	3.000	3,000	n/a	3.000	3.000	3.000	3,000	3.000	3.000	3.000	n/a
Ceramic Tile Workers Pension Plan	2.280	2.280	2.280	2.280	2,280	2.280	n/a	2.052	1.824	1.596	1.482	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	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	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	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	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	0.010	0.010	0.010
Total Employer Contributions	5.510	5.510	5.510	5.510	5.510	5.510	0.230	5.282	5.054	4.826	4.712	3.230	3.230	3.230	0.230
Employee Deductions - Hourly															
Union Pension Plan	1.700	1.700	1.700	1.700	1.700	1.700	n/a	1.700	1.700	1.700	1.700	n/a	n/a	n/a	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	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	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	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	0.040	0.040	0.040
Tilesetters Promotion Fund	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220
Total Employee Deductions - Hourly	2.075	2.075	2.075	2.075	2.075	2.075	0.375	2.075	2.075	2.075	2.075	0.375	0.375	0.375	0.375
Total Hourly Remittance (Excluding Field Dues)	7.585	7.585	7.585	7.585	7.585	7.585	0.605	7.357	7.129	6.901	6.787	3.605	3.605	3.605	0.605

#### **# Employee Deductions - Field Dues**

# Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues.

<sup>&</sup>gt;>> Calculated on the basis of 2.5% of total Monetary Package <<<

<sup>‡</sup> 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 will need to be recalculated using the adjusted Monetary Package. 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					u sebie		ALC:					E	fective	e May	1, 2022
	Employee Classifications														
Employer Contributions	AFP	BFP	JPTQ	JР	IMP	NJP	NJP30	<b>A6</b>	<b>A5</b>	<b>A4</b>	A3	A2	A1	PAP	PAP30
Bricklayers and Masons Welfare Plan	3.000	3.000	3.000	3.000	3.000	3.000	n/a	3.000	3.000	3.000	3.000	3.000	3.000	3.000	n/a
Ceramic Tile Workers Pension Plan	2.100	2.100	2.100	2.100	2.100	2.100	n/a	1.890	1.680	1.470	1.365	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	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	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	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	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	0.010	0.010	0.010
Total Employer Contributions	5.330	5.330	5.330	5.330	5.330	5.330	0.230	5.120	4.910	4.700	4.595	3.230	3.230	3.230	0.230
Employee Deductions - Hourly															
Union Pension Plan	1.700	1.700	1.700	1.700	1.700	1.700	n/a	1.700	1.700	1.700	1.700	n/a	n/a	n/a	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	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	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	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	0.040	0.040	0.040
Tilesetters Promotion Fund	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220	0.220
Total Employee Deductions - Hourly	2.075	2.075	2.075	2.075	2.075	2.075	0.375	2.075	2.075	2.075	2.075	0.375	0.375	0.375	0.375
Total Hourly Remittance (Excluding Field Dues)	7.405	7.405	7.405	7.405	7.405	7.405	0.605	7.195	6.985	6.775	6.670	3.605	3.605	3.605	0.605

**<sup>‡</sup> Employee Deductions - Field Dues** 

#### Total Hourly Remittances which need to be submitted are the "Total Hourly Remittances (Excluding Field Dues)" amounts listed above plus the Field Dues.

<sup>&</sup>gt;>> Calculated on the basis of 2.5% of total Monetary Package <<<

<sup>‡</sup> 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 will need to be recalculated using the adjusted Monetary Package. 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 (the British Columbia and Yukon Territory Building and Construction Trades Council)

#### 3. CLR

Construction Labour Relations Association of British Columbia

#### 4. Day

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

## 5. Employee

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

### 6. Employer

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

#### 7. 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. Definition of Industrial Construction

Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the 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

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

#### 9. IUBAC

International Union of Bricklayers and Allied Craftworkers

#### 10. Local Resident

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

#### 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 M eadows, Port Coquitlam, Port Moody, Richmond, Surrey, West Vancouver and White Rock.

#### 12. LRB

British Columbia Labour Relations Board

### 13. Out-Of-Tow n 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 Employee travels daily from their residence, shall be defined as an out-of-town project.

## 14. Tilesetter

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

#### 15. TJAC

Tilesetters Joint Advisory Committee

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

#### APPENDIX "D" - WAGE SECURITY BOND

## A. Requirement to Deposit and Maintain

- (1) Any Employer who has been signatory to the Tilesetters Standard ICI Agreement for less than three (3) years shall deposit and maintain with the Union an individual W age 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 W age 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 W age 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 Cl"), Terrazzo Workers Standard ICI Agreement ("Terrazzo") and Tilesetters 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 Cl, 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 Journeyperson (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:**

- 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 3 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

Actual Date	Observed Date
Tuesday, Jan. 1st	Tuesday, Jan. 1st
Monday, Feb 18 <sup>th</sup>	Monday, Feb 18 <sup>th</sup>
Friday, Apr. 19 <sup>th</sup>	Friday, Apr. 19th
Monday, Apr. 22nd	Monday, Apr. 22nd
Monday, May 20th	Monday, May 20th
Monday, July 1 <sup>st</sup>	Monday, July 1st
Friday, Aug. 2 <sup>nd</sup>	Friday, Aug. 2 <sup>nd</sup>
Monday, Aug. 5 <sup>th</sup>	Monday, Aug. 5th
Friday, Aug. 30 <sup>th</sup>	Friday, Aug. 30 <sup>th</sup>
Monday, Sept. 2 <sup>nd</sup>	Monday, Sept. 2 <sup>nd</sup>
Monday, Oct. 14 <sup>th</sup>	Monday, Oct. 14th
Monday, Nov. 11 <sup>th</sup>	Monday, Nov. 11th
Wednesday, Dec. 25th	Wednesday, Dec. 25th
Thursday, Dec. 26th	Thursday, Dec. 26th
	Tuesday, Jan. 1st Monday, Feb 18th Friday, Apr. 19th Monday, Apr. 22nd Monday, May 20th Monday, July 1st Friday, Aug. 2nd Monday, Aug. 5th Friday, Aug. 30th Monday, Sept. 2nd Monday, Oct. 14th Monday, Nov. 11th Wednesday, Dec. 25th

# 2. 2020

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

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

#### 2021 3.

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

#### 2022 4.

Statutory Holiday	
-------------------	--

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

# APPENDIX "F" - SCHEDULE OF STATUTORY HOLIDAYS (PAGE 3 OF 3)

# 5. 2023

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

## **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 a renewal Tilesetters Standard ICI Agreement with IUBAC Local #2 BC and to sign such Agreement on their behalf.

- 1. Creo Stone Inc.
- 2. Raeco (Western) Ltd.
- 3. Star Tile Co. Ltd.
- \* 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.