

# **CEMENT MASONS LOCAL 919 STANDARD ICI AGREEMENT**

**BETWEEN:**

**CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF B.C.,**

on its own behalf, on behalf of its member Employers who have authorized CLR to execute this agreement and who are included on the attached signatory list, and those members added from time to time by mutual agreement of the Union and CLRA (Hereinafter referred to as "THE EMPLOYER")

**AND:**

**CEMENT MASONS SECTION OF THE OPERATIVE  
PLASTERERS AND CEMENT MASONS  
INTERNATIONAL ASSOCIATION, LOCAL NO. 919,  
BURNABY, BRITISH COLUMBIA**

(Hereinafter referred to as "THE UNION")

**May 1, 2004 to April 30, 2010**

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**CLAUSE 1.00 -- OBJECTS**

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

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**CLAUSE 2.00 -- UNION RECOGNITION AND RIGHTS**

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

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**CLAUSE 3.00 -- EXTENT**

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- 3.01** This Agreement shall apply to all Employees of the Employer engaged on work within the work jurisdiction of the Cement Masons Union in the Province of British Columbia. In the event the Employer engages Cement Masons for work in the Yukon Territories through this Local Union, then all terms and conditions of this Agreement shall apply (and compensation for accident or injury equivalent to the WorkSafeBC Standards shall be provided by the Employer). The Employer agrees to engage only those subcontractors that are signatory to a collective agreement with the Union with the following exception: Placing and finishing (flat work) may be subcontracted to a contractor not signatory to a collective agreement with the Union where no employer signatory to a collective agreement with the Union submits a competitive subcontract tender price for such work at the time the subcontract was tendered. The term "competitive subcontract tender price" shall be defined as the lowest qualified price submitted by a signatory contractor who is available to do the work.
- 3.02** The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on any subcontractor engaged on work within the work jurisdiction of the Cement Mason with exception of placing and finishing (flat work).
- 3.03** The Employer will notify the Union upon request when work is subcontracted or to be subcontracted and shall provide the Union with the name of the subcontractor or contracting firm prior to the commencement of the work sublet.

**CLAUSE 4.00 -- WAGES****4.01 Hourly Wage Rates Journeymen Cement Masons:**

	Jan. 1/06	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<b>Industrial</b>						
Basic	26.78	27.67	28.88	29.86	30.84	31.82
With Metro	27.53	28.42	29.63	30.61	31.59	32.57
<b>Commercial Institutional</b>						
Basic	25.10	25.84	26.77	27.60	28.43	29.27
With Metro	25.85	26.59	27.52	28.35	29.18	30.02

The Journeyman Cement Mason's rate includes a five-cent (\$0.05) per hour tool allowance.

**4.02 Foremen Wage Rates**

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

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

**4.03 General Foreman - Industrial Projects:**

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

Note: Industrial Construction shall be defined to include as examples, manufacturing; production plants such as pulp mills; chemical plants; refineries; including the transmission facilities; meter pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; and breweries, etc.

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

**4.04 Apprentices:****(a) Industrial**

	<b>Jan. 1, 2006</b>	<b>May 1, 2006</b>	<b>May 1, 2007</b>	<b>May 1,2008</b>	<b>May 1, 2009</b>	<b>Apr. 1, 2010</b>
Pre-App. 50%	13.39	13.84	14.44	14.93	15.42	15.91
with Metro	14.14	14.59	15.19	15.68	16.17	16.66
2 <sup>nd</sup> 6 mos 70%	18.75	19.37	20.22	20.90	21.59	22.27
with Metro	19.50	20.12	20.97	21.65	22.34	23.02
3 <sup>rd</sup> 6 mos 75%	20.09	20.75	21.66	22.40	23.13	23.87
with Metro	20.84	21.50	22.41	23.15	23.88	24.62
4 <sup>th</sup> 6 mos 80%	21.42	22.14	23.10	23.89	24.67	25.46
with Metro	22.17	22.89	23.85	24.64	25.42	26.21
5 <sup>th</sup> 6 mos 85%	22.76	23.52	24.55	25.38	26.21	27.05
with Metro	23.51	24.27	25.30	26.13	26.96	27.80
6 <sup>th</sup> 6 mos 90%	24.10	24.90	25.99	26.87	27.76	28.64
with Metro	24.85	25.65	26.74	27.62	28.51	29.39
7 <sup>th</sup> 6 mos 95%	25.44	26.29	27.44	28.37	29.30	30.23
with Metro	26.19	27.04	28.19	29.12	30.05	30.98

**(b) Commercial/Institutional**

	Jan 1, 2006	May 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	Apr. 1, 2010
Pre-App. 50%	12.55	12.92	13.39	13.80	14.22	14.64
with Metro	13.30	13.67	14.14	14.55	14.97	15.39
2 <sup>nd</sup> 6 mos 70%	17.57	18.09	18.74	19.32	19.90	20.49
with Metro	18.32	18.84	19.49	20.07	20.65	21.24
3 <sup>rd</sup> 6 Mos 75%	18.83	19.38	20.08	20.70	21.32	21.95
with Metro	19.58	20.13	20.83	21.45	22.07	22.70
4 <sup>th</sup> 6 mos 80%	20.08	20.67	21.42	22.08	22.74	23.42
with Metro	20.83	21.42	22.17	22.83	23.49	24.17
5 <sup>th</sup> 6 mos 85%	21.34	21.96	22.75	23.46	24.17	24.88
with Metro	22.09	22.71	23.50	24.21	24.92	25.63
6 <sup>th</sup> 6 mos 90%	22.59	23.26	24.09	24.84	25.59	26.34
with Metro	23.34	24.01	24.84	25.59	26.34	27.09
7 <sup>th</sup> 6 mos 95%	23.85	24.55	25.43	26.22	27.01	27.81
with Metro	24.60	25.30	26.18	26.97	27.76	28.56

The pre-apprentice classification is an entry level position to assess the suitability of future applicants for apprenticeship training. Pre-apprentices shall be paid at fifty percent (50%) of the Journeyman rate inclusive of vacation and statutory holiday pay. Health and Welfare and Pension contribution do not apply to pre-apprentices.

**4.05 Premiums**

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

**(a) Height Pay**

Men Working from Slipform Scaffolds, swinging stages, buckets, cages or any platform or device that is suspended shall be paid forty-five cents (\$0.45) per hour above the hourly rate. *Height pay premium is sunsetted out of the Agreement until the ratification of the agreement following this Agreement that expires on April 30, 2010.*

**(b) Grinding of Concrete**

The Employer shall pay thirty-five cents (\$0.35) per hour above the hourly rate. If the grinder is being used during the first four (4) hours of the shift, then the thirty-five cents (\$0.35) additional payment shall be made to Cement Masons for a minimum of four (4) hours. If the grinder is being used after the regular lunch break, then the payment shall be applied to each hour of the entire shift. However, if the grinder is not used prior to the lunch break, then the premium rate shall only apply to those hours after such break. *The grinding of concrete premium is sunsetted out of the Agreement until the ratification of the agreement following this Agreement that expires on April 30, 2010.*

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

**(c) First Aid Attendant**

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

**(d) Underground Work**

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

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**CLAUSE 5.00 - INDUSTRY FUNDS**


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**5.01 Contributions and Deductions**

	Jan. 1/06	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
Health & Welfare	2.00	2.15	2.20	2.25	2.30	2.35
Pension	2.20	2.30	2.40	2.50	2.60	2.70
Apprentice & Promotion	0.385	0.385	0.385	0.385	0.385	0.385
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02
Contract Administration	0.13	0.13	0.13	0.13	0.13	0.13
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01
BCYT Deduction	0.10	0.10	0.10	0.10	0.10	0.10

**3% Local and International Dues Table - Deductions**

	<b>Jan. 1, 2006</b>	<b>May 1, 2006</b>	<b>May 1, 2007</b>	<b>May 1, 2008</b>	<b>May 1, 2009</b>	<b>Apr. 1, 2010</b>
<b>Journeyman</b>						
Local Dues	0.68	0.70	0.72	0.74	0.76	0.78
Int'l Dues	0.34	0.35	0.36	0.37	0.38	0.39
<b>Apprentice (80%)</b>						
Local Dues	0.56	0.58	0.60	0.62	0.64	0.66
Int'l Dues	0.28	0.29	0.30	0.31	0.32	0.33
<b>Pre Apprentice</b>						
Local Dues	0.30	0.30	0.32	0.32	0.34	0.34
Int'l Dues	0.15	0.15	0.16	0.16	0.17	0.17

**5.02 Health and Welfare**

The Employer shall contribute an amount as set out in Clause 501 for each hour earned by Employees covered by this Agreement to the Cement Masons Health and Welfare Fund for the purpose of providing welfare benefits to the Employees pursuant to all the terms, covenants and conditions of a certain Trust Agreement dated April 14, 1970, creating said Fund, and its amendments as may be from time to time adopted. Contributions shall be made in accordance with Clause 6 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

**5.03 Pension**

The Employer shall contribute an amount as set out in Clause 501 for each hour earned by Employees covered by this Agreement to the Cement Masons Pension Trust Fund pursuant to all terms, covenants and conditions of a certain Trust Agreement dated November 1, 1976, creating said fund and its amendments as may be from time to time adopted. Contributions shall be made in accordance with Clause 6 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

**5.04 Cement Masons Apprenticeship and Trade Promotion Fund**

Effective July 15, 2002, the Employer shall contribute an amount of sixty-three and one-half cents (\$0.635) and effective January 1, 2006, thirty-eight and one-half cents (\$0.385) for each hour earned by Employees covered by this Agreement to the Cement Masons Apprenticeship and Trade Promotional Fund. Contributions shall be made in accordance with Clause 6 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

**5.05 Field Dues**

The Employer will deduct for a dues supplement an amount of three percent (3%) of the gross hourly wage package (wages, statutory holiday and vacation pay, health benefit and pension) per hour for each hour earned by Employees covered by this Agreement and forward same to the Cement Masons Welfare Trust Fund, as directed by the Union in the manner set forth in Clause 6. Each Employee shall submit a written authorization to his Employer as a condition of employment as may be required by his Employer or the Union.

Per Capita Dues will be deducted for each employee in the amount of five dollars (\$5.00) per month and will be remitted to the Union along with the monthly remittance reports. In the event the OPCMIA per capita tax is raised, this amount will be raised accordingly by written notice to the Employer.

**5.06 British Columbia and Yukon Territory Building and Construction Trades Council**

The Employer will deduct for the British Columbia and Yukon Territory Building and Construction Trades Council an amount of six cents (\$0.06) and, effective January 1, 2006, ten cents (\$0.10) per hour for each hour earned by Employees covered by this Agreement and forward to the Union in accordance with Clause 6 - Remittances.

**5.07 Bargaining Council of British Columbia Building Trade Unions**

The Employers will provide funding for the Bargaining Council of British Columbia Building Trade Unions (BCBCBTU) of one cent (\$0.01) per hour for all hours earned. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

**5.08 Jurisdictional Assignment Plan**

The Employer shall contribute one cent (\$0.01) per hour worked by Employees covered by this Agreement to the Trustees of the Jurisdictional Assignment Plan Fund.

The contributions will be remitted by the fifteenth (15th) day of the month following that in which contributions cover and shall be made in accordance with Clause 6 - Remittances.

**5.09 B.C. Construction Industry Rehabilitation Fund**

The Employer shall contribute an amount of two cents (\$0.02) per hour for each hour earned by Employees covered by this Agreement to the Trustees of the B.C. Construction Industry Rehabilitation Fund. These funds will be remitted to the Trustees by the 15th day of the month following that which contributions cover through the Cement Masons' Welfare Trust Fund and shall be made in accordance with Clause 6 - Remittances.

**5.10 Contract Administration Fund**

All signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each Employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all funds received in accordance with the standard remittance form utilized by the Union. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

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

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**CLAUSE 6.00 - REMITTANCES**

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**6.01** The Cement Masons' Welfare Trust Fund and Pension Trust Fund shall be managed by Boards of Trustees appointed by the Union.

**6.02** Fund remittances means all contributions and deductions required under Clause 5 of this Agreement. The contributions and deductions for all Fund Remittances by the Employer shall be made by a cheque payable to "Cement Masons' Welfare Trust Fund" and shall be accompanied by a completed monthly remittance form copies of which shall be provided to all Employers by the Union. Contributions and deductions will be remitted to the Union's address by the fifteenth (15<sup>th</sup>) day of the month following the month such contributions

cover. The Trustees of the Cement Masons' Welfare Trust Fund shall forward these Fund Remittances to the appropriate authority by the last day of the month following the month such contributions and deductions have been made on their behalf to the Administrator of the appropriate fund.

- 6.03** The costs of administering the collection and distribution of contributions and deductions shall be shared proportionately by each Fund. The Trustees may waive such costs for the BCYT Fund, Jurisdictional Assignment Plan, Rehabilitation Fund and Contract Administration Fund. The costs of providing the Unified Remittance Form shall be deducted by the Cement Masons' Welfare Trust Fund office from the contributions received for Field Dues.
- 6.04** The Cement Masons' Pension and Benefit Plan shall have the right to conduct a payroll audit on any Employer covered by the collective agreement that is in non-compliance with the collective agreement in respect of sub-contracting, payment of wages, holiday pay, and benefit plan contributions. Should such audit reveal non-compliance, then the cost of the audit shall be borne by the Employer. Should it become necessary, one (1) person may be appointed by the Union to inspect the Employers' records as to hours worked and payment of all contributions and deductions made on behalf of all Employees covered by this Agreement.

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#### CLAUSE 7.00 - METRO TRAVEL

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**7.01 Greater Vancouver Travel:**

The Greater Vancouver Area shall extend to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Surrey, Delta, White Rock and Coquitlam and continue in a direct line from the northern boundary of Coquitlam westward to Indian Arm.

**7.02 Greater Victoria Area:**

The Greater Victoria Area shall extend to the area south and east of a line drawn from the mouth of Muir Creek to the height of land on the Malahat, including the Saanich Peninsula.

**7.03 Duncan Metro:**

The Greater Duncan Area shall extend from the northern boundary of the Greater Victoria Area (as described above) on the south to the northern municipal boundary of Chemainus on the North as outlined on the map initialled by the parties.

**7.04 Nanaimo Metro:**

The Greater Nanaimo Area shall extend from the northern municipal boundary of Chemainus, on the south to the Qualicum River, on the north as outlined on the map initialled by the parties.

**7.05 Campbell River Metro:**

The Greater Campbell River/Courtenay Area shall extend from Fanny Bay on the South to Bloedel on the North as outlined on the map initialled by the parties.

**7.06 Metro Payments:**

The Employer will pay an amount of fifty cents (\$0.50) and effective January 1, 2006, seventy-five cents (\$0.75) per hour earned to cover all travel time and transportation costs, including tolls, in the above metro areas to each Cement Mason regardless of his place of residence. This amount shall be added to the hourly rate.

