

# **PLASTERERS STANDARD ICI AGREEMENT**

**By and Between:**

**Operative Plasterers' & Cement Masons'  
International Association (OPCMIA)  
Union Local 919**

(Hereinafter referred to as the "Union")

**And:**

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

(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)

(Hereinafter referred to as the "Employer")

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

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**ARTICLE 1.000 - OBJECTS**

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The objects of this Agreement are to stabilize the industry, provide fair and reasonable working conditions and job security, elevate the trade to promote harmonious employment relationships between Employers and Employees, provide a mutually agreed upon method of resolving disputes and grievances arising out of the terms and conditions of this Agreement, prevent strikes and lockouts, enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented, and promote good public relations.

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**ARTICLE 2.000 - WORK JURISDICTION**

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Employees shall perform, but shall not be limited to the following work, except as may otherwise be determined by the Jurisdictional Assignment Plan of the BC Construction Industry:

- 2.100** The application and finishing of interior and exterior material by the use of a hawk and trowel and/or other conventional tools connected with the trade.
- 2.200** The application and finishing of interior and exterior material by the use of pumping machines. Employees shall operate all guns, nozzles, spraying and finishing devices.
- 2.300** Modelling, casting and ornamental work.
- 2.400** Wallboard taping and filling (machine or trowel), in accordance with the D.Q. Mills Decision, Impartial Jurisdictional Board, Washington DC, March 1, 1978.
- 2.500** Plastering and finishing of swimming pools.
- 2.600** The preparing and plastering of all surfaces to receive plaster, stucco or tile.
- 2.700** The application and finishing of such materials as fireproofing, thinwall, veneer plaster, rigid insulation and patent texturing materials.

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**ARTICLE 3.000 - WITHDRAWAL OF LABOUR**

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- 3.100** Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project site or sites for:
  - 3.101** Rendering assistance to labour organizations.
  - 3.102** Refusal on the part of Union members to work with non-Union workers. Refer to Article 3.200.
  - 3.103** 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 such Employer.
  - 3.104** Refer to Article 14.103 (c) (ii).
- 3.200** Refer to Appendix "B", Letter of Understanding Re: Affiliation.

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**ARTICLE 4.000 - SUBCONTRACTING**

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**4.100 Commercial/Institutional Construction Projects**

Article 4.100 applies to Commercial/Institutional Construction projects only.

- 4.101** This Agreement shall govern all work within the jurisdiction of the Plasterer which is performed by the Employer within the province of British Columbia.

- 4.102 (a) There shall be no restriction on an Employer’s right to subcontract work. Notwithstanding the foregoing, work which is governed by this Agreement shall be subcontracted to an employer who is signatory to a collective agreement with the Union if such an employer submits a competitive subcontract tender price for such work at the time the subcontract was tendered.
- (b) The term “competitive subcontract tender price” shall be defined as the lowest qualified price submitted by a signatory contractor who is available to perform the work.
- 4.103 Employers shall not use subcontracting as a means to replace steady Employees, however such Employees retain the right, at their sole discretion, to terminate their employment in order to work as a subcontractor. In the event a dispute should arise between the parties as to whether or not an Employee was a “steady Employee” the parties shall avail themselves of their rights in accordance with the preface to Article 27.000 of this Agreement.
- 4.104 The Employer shall pay to the Union an amount equal to two percent (2.0%) of the value of the labour subcontract for all subcontracted work which is within the jurisdiction of the Plasterer. Such payment shall be remitted monthly in the manner set forth in Article 14.100.

**4.200 Industrial Construction Projects**

Article 4.200 shall apply to Industrial Construction projects only.

- 4.201 The Employer shall not subcontract any work coming within the OPCMIA work description unless the subcontractor is also signatory to this Agreement.
- 4.202 The Employer shall notify the Union when work within the OPCMIA's work description is to be subcontracted.
- 4.203 The Employer shall, prior to the commencement of the subcontracted work within the OPCMIA's work description, provide the Union with the name of the firm or person to whom the work has been subcontracted. This Article shall not be applicable unless the subcontracted work to be performed is of more than two (2) working days duration.

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**ARTICLE 5.000 - MANAGEMENT RIGHTS**

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

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**ARTICLE 6.000 - HIRING AND TERMINATION**

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**6.100 General Conditions**

- 6.101 It is the prerogative of the Employer to hire and terminate Employees.
- 6.102 (a) Only one (1) partner, shareholder, and/or principal of an Employer may work with the tools of the trade.
- (b) 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 shall be required to be a Union member.
- 6.103 Notwithstanding Article 6.102, if the Employer is a single person firm and employs no Employees under the terms of this Agreement, and such person is performing work within the Union's work description, such Employer shall be required to be a Union member.

**6.200 Hiring**

- 6.201 When competent tradespersons and/or Apprentices are required, competent Union members shall be hired.

**6.202** When competent Union members are not available and/or the Union is unable to supply such members, the Employer may obtain the required tradespersons and/or Apprentices elsewhere. Notwithstanding the foregoing, the Employer shall first notify the Union and obtain a work clearance. Such work clearance shall not be unreasonably withheld

**6.203** All tradespersons and/or Apprentices obtained elsewhere by the Employer in accordance with Article 6.202 shall join the Union within fifteen (15) calendar days from date of hire or be replaced by competent Union members when such members are available.

**6.300 Classification and Availability of Employees**

**6.301** When requesting the dispatch of an Employee from the Union, the Employer shall have the right to differentiate between a specialty Fireproof Applicator, and a traditional Plasterer.

**6.302** The Union shall comply with the Employer's request, and shall be considered to be unable to supply competent Union members if an Employee in the classification requested is not available. Refer to Article 6.202.

**6.400 Termination of Employment**

**6.401 Lay Off Notice**

Employers shall provide Employees with one (1) hours notice of termination after one (1) weeks employment, or one (1) hours pay in lieu thereof, to enable said Employees to gather personal tools and put them in shape for the next project.

**6.402** If an Employee, for any reason, ceases to be an Employee of the Employer, such Employee shall be paid all outstanding wages, annual vacation pay, and statutory holiday pay owing in accordance with the following:

(a) If the project on which the Employee was employed is in the same area where the Employer's office is located and/or where a payroll department is established, the Employee shall be paid by the Employer not later than one (1) working day after such Employee ceases to be employed by the Employer.

(b) (i) If the project on which the Employee was employed is not in the same area where the Employer's office is located and/or where no payroll department is established, the Employee shall be paid by the Employer, or the Employer shall mail a cheque in payment of all outstanding wages, annual vacation pay, and statutory holiday pay owing by registered mail to an address designated by the Employee.

(ii) Such cheque shall be mailed not later than forty-eight (48) hours, exclusive of Saturdays, Sundays, and statutory holidays, after such Employee ceases to be employed by the Employer.

**6.403** Upon termination of employment, the Employee's Record of Employment shall accompany their final pay cheque.

**6.404** If an Employee is not paid in accordance with Article 6.402 and/or 6.403, such Employee shall still be considered to be on the Employer's payroll, and shall continue to receive the usual wages and benefits provided for in this Agreement until such time as the Employer complies with the provisions of the Agreement, or other arrangements have been agreed to, in writing, by the Union and the Employer.

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**ARTICLE 7.000 - WAGE SCHEDULES AND PREMIUMS**

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**The terms of the Plasterers Standard ICI Agreement (April 30, 2004 expiry) applied prior to June 8, 2006.**

**7.100 Industrial Construction Projects**

**7.101** The Industrial Construction minimum straight time hourly wage rates shall be as stipulated within Schedule

“A” of this Agreement. Such Schedule shall apply on all non-enabled projects. Refer also to Article 7.301.

**7.102** The effective increase to the Journeyperson Industrial monetary package over the duration of this Agreement is summarized as follows.

	Lower Mainland/Fraser Valley Area	All Other Areas of BC
June 8, 2006	\$ 1.91	\$ 1.91
May 1, 2007	\$ 1.50	\$ 1.50
May 1, 2008	\$ 1.25	\$ 1.25
May 1, 2009	\$ 1.25	\$ 1.25
April 1, 2010	<u>\$ 1.47</u>	<u>\$ 1.47</u>
Sub-Total	<u>\$ 7.38</u>	<u>\$ 7.38</u>
Increase to Metro Travel Premium	<u>\$ 0.15</u>	<u>\$ 0.00</u>
<b>Total Increase</b>	<b><u><u>\$ 7.53</u></u></b>	<b><u><u>\$ 7.38</u></u></b>

**7.103** All work performed on Industrial Construction projects shall be performed under the Industrial Construction wage schedule unless otherwise mutually agreed to, in writing, by the Union and CLR. The parties reserve the right to determine, by mutual agreement and prior to bid closing, any project not covered by the Industrial Construction definition which should be so classified.

**7.200 Commercial/Institutional Construction Projects**

- 7.201 (a)** The Commercial/Institutional Construction minimum straight time hourly wage rates shall be as stipulated within Schedule “A” of this Agreement. Such Schedule shall apply on all non-enabled projects.
- (b)** Notwithstanding Article 7.201 (a), the Union reserves the right to apply the Industrial Construction wage schedule to any Commercial/Institutional Construction project on which Union(s) pension funds are directly involved in the financing or development thereof, by notifying all Employers tendering said project not later than fifteen (15) working days prior to the tender closing.

**7.202** The effective increase to the Journeyperson Commercial/Institutional monetary package over the duration of this Agreement is summarized as follows.

	Lower Mainland/Fraser Valley Area	All Other Areas of BC
June 8, 2006	\$ 2.10	\$ 2.10
May 1, 2007	\$ 1.25	\$ 1.25
May 1, 2008	\$ 1.25	\$ 1.25
May 1, 2009	\$ 1.25	\$ 1.25
April 1, 2010	<u>\$ 0.50</u>	<u>\$ 0.50</u>
Sub-Total	<u>\$ 6.35</u>	<u>\$ 6.35</u>
Increase to Metro Travel Premium	<u>\$ 0.15</u>	<u>\$ 0.00</u>
<b>Total Increase</b>	<b><u><u>\$ 6.50</u></u></b>	<b><u><u>\$ 6.35</u></u></b>

**7.300 Premiums**

**7.301 Plaster Pump Premium**

- (a)** The Plaster Pump premium shall only apply to work performed on Industrial Construction projects.
- (b)** An Employee operating a plaster pump(s) on an Industrial Construction project shall receive a premium of twenty-five cents (\$0.25) per hour over the applicable straight time hourly wage rate when using a hose not larger than one and one-half (1½) inches in diameter, providing it does not apply to interior

texture finishes, and seventy-five cents (\$0.75) per hour over the applicable straight time hourly wage rate when using a hose larger than one and one-half (1½) inches in diameter.

**7.302 Swing Stage Premium**

Article 7.302 shall not be applicable for the term of this Agreement.

An Employee shall receive a premium of sixty cents (\$0.60) per hour over the applicable straight time hourly wage rate for all work performed on swinging stages, and/or where such Employee is required, in accordance with WorkSafe BC regulations, to wear a safety belt.

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**ARTICLE 8.000 - PAYMENT OF WAGES AND PAYROLL FAILURES**

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**8.100 Payment of Wages**

- 8.101** Employers shall pay Employees their weekly wages, in cash or by cheque, on the project every Friday before quitting time.
- 8.102** There shall be no more than five (5) days hold-back of an Employee's wages.
- 8.103** Employers may elect to pay Employees every second Friday with prior approval of the Union.
- 8.104** The Employer shall provide each Employee with a separate or detachable itemized statement accompanying such Employee's pay cheque, which records the:
- (a) hourly wage rate(s),
  - (b) total number of straight time and overtime hours worked, and
  - (c) total deductions from the amount earned.
- 8.105** On out of town projects, hold-back of wages shall be established at a pre-tender and/or pre-job conference.
- 8.106** Out of province Employers must maintain adequate payroll records within the province to ensure that questions from Employees and/or the Union concerning Employee pay cheques and/or Records of Employment can be answered by the BC office(s) of the Employer.

**8.200 Call Out Notice**

- 8.201** If an Employee reports to work and is not required, such Employee shall receive two (2) hours pay at the otherwise applicable hourly wage rate, unless:
- (a) work is stopped by inclement weather and/or for reasons beyond the control of the Employer, and/or
  - (b) the Employer gave such Employee adequate notice not to report to work.
- 8.202** The term "adequate notice", as used in Article 8.201 (b), shall be defined as one (1) hours notice prior to starting time when the Employee is accommodated in a camp, and two (2) hours notice prior to starting time in all other situations. Such notice may be made by telephone or radio.

**8.300 Project Breakdown**

- 8.301** If work on a project is discontinued due to a breakdown of the Employer's equipment, or as a result of a scaffold or material shortage, the Employee shall be paid at the otherwise applicable hourly wage rate for:
- (a) not less than four (4) hours if such breakdown occurs during the first four (4) hours of the shift, or

(b) not less than the full shift if such breakdown occurs after the first four (4) hours of the shift.

**8.302** If work on a project is discontinued for reasons beyond the control of the Employer, the Employee shall be paid at the otherwise applicable hourly wage rate, only for the actual hours worked.

**8.400 Wage Bond**

**8.401** Prior to a Union member being dispatched to an Employer who is either not signatory to this Agreement, or has only recently become signatory to this Agreement, such Employer may be required to deposit a wage bond suitable to the Union, in an amount no larger than five thousand dollars (\$5,000.00), for use in default as a result of the non-payment of wages, annual vacation pay, statutory holiday pay, Employer contributions, Employee deductions, and/or any other such payments required in accordance with this Agreement.

**8.402** When no longer required such wage bond shall, by mutual consent of the Union and the Employer concerned, be terminated, but in no event shall such wage bond be held longer than twelve (12) months.

**8.500 Payroll Failure**

Where there have been instances of an Employer, or the principals or Directors thereof, failing to meet payroll requirements, the Union shall have the right to:

**8.501** inspect the Employer's payroll records, and/or

**8.502** require the posting of a suitable wage bond, as provided for in Article 8.400, and/or

**8.503** require that the payment of wages, annual vacation pay, statutory holiday pay, Employer contributions, Employee deductions, and/or any other such payments provided required by this Agreement be made by cash or certified cheque.

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**ARTICLE 9.000 - ANNUAL VACATION AND STATUTORY HOLIDAYS**

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**9.100 Annual Vacation Pay and Statutory Holiday Pay**

**9.101** Annual vacation pay of six percent (6%) and statutory holiday pay of six percent (6%) shall be combined in an amount equal to twelve percent (12%). Such amount shall include any additional statutory holiday(s) which may be declared by the federal and/or provincial government, and be calculated only on the gross hourly earnings of each Employee regardless of the amount of time worked, and shall accrue to each Employee's credit.

**9.102** Each Employee shall receive the amount provided for in Article 9.101, with such amount to be paid on each pay cheque. Upon termination, each Employee shall receive all annual vacation pay and statutory holiday pay which may be owing.

**9.200 Annual Vacation**

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

**9.300 Statutory Holidays**

**9.301 Industrial Construction Projects**

The following statutory holidays shall apply to Industrial Construction projects:

New Year's Day, Heritage Day (3<sup>rd</sup> Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, B.C. Day, Friday preceding Labour Day, Labour Day,



Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other such day as may be declared a statutory holiday by the federal or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

**9.302 Commercial/Institutional Construction Projects**

The statutory holidays provided for in Article 9.301 shall also apply to Commercial/Institutional Construction projects, except as follows:

On Commercial/Institutional Construction projects, Heritage Day (3<sup>rd</sup> Monday in February) and 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.

**9.303 All Projects**

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. No work shall be performed on Labour Day, except where safety to life or property makes it necessary and permission from the Union has been obtained.

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**ARTICLE 10.000 - CREW LEADERS**

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**10.100 Definition**

The term Crew Leader shall be synonymous with Foreman.

**10.200 Qualifications**

All Crew Leaders shall be members in good standing of the Union.

**10.300 Ratios**

**10.301** When five (5) or more Plasterers are employed by an Employer on a project, one (1) Plasterer shall be appointed as a working Crew Leader.

**10.302** When ten (10) or more Plasterers are employed by an Employer on a project, the Crew Leader shall not work with the tools of the trade.

**10.400 Crew Leader Premium**

The minimum straight time hourly wage rate for a Crew Leader shall be 115% of the applicable Journeyperson minimum straight time hourly wage rate on the project. In addition to such rate, a Crew Leader shall also be paid all other premiums (i.e. annual vacation pay and statutory holiday pay, overtime, etc.) which may otherwise apply in accordance with this Agreement.

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**ARTICLE 11.000 - APPRENTICES**

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**11.100 Terms of Apprenticeship**

**11.101** There shall be three (3) Terms of Apprenticeship, with each Term consisting of 1,800 hours of practical work experience within the industry. In the event an Apprentice requests credit for prior work experience with a non signatory Employer, the parties shall mutually investigate the Apprentice's claims and thereafter shall credit the Apprentice with the practical work experience hours, if any, which the parties mutually agree are appropriate under the circumstances. If such mutual agreement is not achieved, either party may refer the matter to arbitration in accordance with Article 27.000.

**11.102** The following Apprentice classifications shall apply. The Union shall notify the Employer, in writing, when

an Apprentice becomes eligible for advancement to a higher classification. The Union shall also document such eligibility, if requested to do so by the Employer, by providing the Employer with evidence of the Apprentices practical work experience hours.

AA1	First Term	0 hours to 1,800 hours
AA2	Second Term	1,801 hours to 3,600 hours
AA3	Third Term	3,601 hours to 5,400 hours

**11.103 (a)** Once an Apprentice has successfully completed 5,400 hours of practical work experience in the industry (i.e. Third Term), the parties shall review the Apprentice’s skills, abilities and expertise, and shall mutually determine whether or not the Apprentice is sufficiently qualified to be classified as a Journeyman. If such mutual agreement is not achieved, either party may refer the matter to arbitration in accordance with Article 27.000.

**(b)** An individual who has successfully completed 5,400 hours of practical work experience in the industry (i.e. Third Term) but has not been classified as a Journeyman, shall continue to be paid at the Third Term rate but shall no longer be classified as an Apprentice. Such individual may apply at any time, in writing, to be classified as a Journeyman, but in no event shall such application be made within six (6) months of the completion of the review process for a previous application.

**11.200 Minimum Straight Time Hourly Wage Rates**

The minimum straight time hourly wage rate for an Apprentice shall be calculated as a percentage of the applicable Journeyman minimum straight time hourly wage rate.

AA1	55%	AA2	70%	AA3	85%
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**11.300 Probationary Period**

**11.301** Upon original hire, each Apprentice shall be subject to a two (2) month probationary period, during which time such Apprentice shall be evaluated by the Employer and the Union. Upon successful completion of the probationary period, or at such earlier time as may be mutually agreed by the parties, the Apprentice shall become a Union member.

**11.302** Upon becoming a Union member, an Apprentice may choose to become indentured to either the Employer or the Union. Notwithstanding the foregoing, an Employee shall not be required to be formally registered and/or indentured in order to be classified as an Apprentice.

**11.400 Employment Conditions**

**11.401** No more than fifty percent (50%) of the Employees employed by an Employer in accordance with this Agreement may be classified as an Apprentice. Such percentage shall be calculated on a company wide basis.

**11.402** An Apprentice shall work under the supervision of a Journeyman throughout the entire First Term of Apprenticeship. The Employer shall ensure that an Apprentice receives experience in all facets of the plastering trade during the course of his/her Apprenticeship, where it is practical for the Employer to do so.

**11.403** An Apprentice shall work with the tools of the trade and shall only perform work within the Union's work jurisdiction. The Employer shall supply an Apprentice with the necessary tools, as required, throughout the entire First Term of Apprenticeship.

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**ARTICLE 12.000 - PRE-APPRENTICES**

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**12.100 Hiring**

An Employer may hire anyone as a Pre-Apprentice, but such person must join the Union within thirty (30) calendar days of hire and pay Union dues.

**12.200 Wages, Benefits, and Union Dues**

**12.201** A Pre-Apprentice shall receive a straight time hourly wage rate equivalent to fifty percent (50%) of the applicable Journeyman minimum straight time hourly wage rate.

**12.202** A Pre-Apprentice shall receive annual vacation pay of six percent (6%) and statutory holiday pay of six percent (6%) in accordance with Article 9.100.

**12.203** The Employer shall remit all Employer contributions on behalf of a Pre-Apprentice which are otherwise required in accordance with this Agreement.

**12.204** The Employer shall deduct and remit Union dues on behalf of a Pre-Apprentice in accordance with Article 18.000.

**12.300 Advancement to Apprenticeship Program**

Upon recommendation of the Employer, and with the mutual agreement of the Union and the Pre-Apprentice, such Pre-Apprentice shall be entered into the Plasterers apprenticeship program.

**12.400 General Conditions**

**12.401** All other terms and conditions of this Agreement not otherwise modified within Article 12.000, shall apply to a Pre-Apprentice.

**12.402** The parties agree to review Article 12.000 upon the expiry of this Agreement, and to examine its success in terms of increasing the number and improving the quality of Apprentices joining the Plasterers apprenticeship program.

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**ARTICLE 13.000 - JOB STEWARDS AND UNION BUSINESS REPRESENTATIVES**

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**13.100 Job Stewards**

**13.101** Job Stewards shall be recognized on all projects and shall not be discriminated against.

**13.102** Job Stewards shall be appointed or elected by the majority of Union members employed on the project.

**13.103** The Union shall notify the Employer, in writing, of the name of the Job Steward on each project, and any changes thereafter.

**13.104** Job Stewards shall refer any/all grievances and/or disputes to the Union.

**13.105** Job Stewards shall be allowed reasonable time on the project to perform their duties.

**13.200 Union Business Representatives**

**13.201** Union Business Representatives shall have access to all projects at all times, but shall not interfere with the general work pattern.

**13.202** In the event a Union Business Representative wishes to conduct other than their normal duties on a project, such Representative shall first obtain permission from the Employer.

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**ARTICLE 14.000 - MONTHLY REMITTANCES AND RATE CALCULATIONS**

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**14.100 Monthly Remittances**

- 14.101** The Employer shall remit to the Union all Employer contributions and Employee deductions required in accordance with this Agreement, on behalf of those Employees working under the terms of this Agreement.
- 14.102** Such remittance shall be made by a single payment, accompanied by a Plasterers' Remittance Report, and shall be received by the Union not later than the fifteenth (15th) day of the month following that month for which such payment is payable.
- 14.103** (a) The Union shall declare an Employer delinquent if the Union has not received said Employer's remittance by the twenty-second (22nd) day of the month following that month for which such payment is payable.
- (b) If the Union declares an Employer delinquent in accordance with Article 14.103 (a), the Union shall notify the Employer, in writing, of such delinquency.
- (c) If the Employer fails to respond within forty-eight (48) hours, exclusive of Saturdays, Sundays and statutory holidays, of receipt of such notification of delinquency, the Union shall have the right to:
- (i) Demand payment of a penalty in the amount of ten percent (10%) of the delinquent payment.
- (ii) Withdraw its members from the delinquent Employer until such time as all monies owing have been paid in full.
- (iii) Require the Employer to post a suitable bond. Such bond shall not be of an amount exceeding a three (3) month average of remittances for such Employer, and shall be returned to the Employer, along with any interest earned, after six (6) consecutive months have elapsed without such Employer having again been declared delinquent.

**14.200 Monetary Calculations and Monthly Employers' Remittance Report**

- 14.201** The Union and CLR shall mutually agree upon all mathematical calculations involving the calculation of:
- (a) the breakdown of the monetary package,
- (b) Crew Leader, Apprentice an/or Pre-Apprentice hourly wage rates, and
- (c) all other Employee classifications and/or premiums requiring calculation.
- 14.202** The Union and CLR shall also mutually agree on the format of a Plasterers' Remittance Report.
- 14.203** Such mutual agreement as provided for in Articles 14.201 and 14.202 shall be reached prior to any corresponding information and/or documents being distributed to the Union membership and/or to any Employer signatory to this Agreement.
- 14.204** Article 14.200 shall not be interpreted to mean that the Union does not retain sole authority to determine the allocation of the monetary package.

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**ARTICLE 15.000 - CEMENT MASONS' HEALTH & WELFARE TRUST FUND**

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The Union shall maintain, and shall be responsible for the administration of the Cement Masons' Health & Welfare Trust Fund from which certain benefits are provided for Union members, Employers, and staff.

**15.100 Employer Contribution**

The Employer shall contribute the required amount to the Cement Masons' Health & Welfare Trust Fund in the manner set forth in Article 14.100. Such amount(s) and the effective date(s) applicable thereto, shall be as stipulated within Schedule "B" of this Agreement.

**15.200 Increase to Employer Contribution**

If the Trustees of the Cement Masons' Health & Welfare Trust Fund decide that an increase in the Employer contribution to the Fund is necessary, the appropriate amount shall be deducted from the wage package. Notwithstanding the foregoing, the Union shall provide the Employer with a minimum of thirty (30) calendar days written notice, unless otherwise mutually agreed to, in writing, by the Union and CLR, before such increase shall become effective.

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**ARTICLE 16.000 - GROUP RRSP**

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**16.100 Employer Contribution**

The Employer shall contribute the required amount to the Group RRSP in the manner set forth in Article 14.100. Such amount(s) and the effective date(s) applicable thereto, shall be as stipulated within Schedule "B" of this Agreement.

**16.200 Employee Deduction**

**16.201** The Employer shall deduct the required amount from each Employee's pay cheque, and shall remit such deduction to the Group RRSP in the manner set forth in Article 14.100. Such amount(s) and the effective date(s) applicable thereto, shall be as stipulated within Schedule "B" of this Agreement.

**16.202** The Union may, at its discretion, increase the amount of the Group RRSP Employee deduction. Notwithstanding the foregoing, the Union shall provide the Employer with a minimum of thirty (30) calendar days written notice, unless otherwise mutually agreed to, in writing, by the Union and CLR, before such increase shall become effective.

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**ARTICLE 17.000 - INDUSTRY FUNDS**

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**17.100 Contract Administration Fund**

**17.101** The Employer shall contribute thirteen cents (\$0.13) per hour worked, inclusive of GST, to the Contract Administration Fund in the manner set forth in Article 14.100. CLR may alter this amount by providing the Union with sixty (60) calendar days written notice.

- 17.102 (a)** The Union shall collect all Employer contributions made to the Contract Administration Fund in accordance with Article 17.101, and in turn shall forward such contributions to CLR, or its successor, not later than the last working day of the month following that for which such contributions were collected.
- (b)** The Union shall forward such collected contributions complete with a form, to be mutually agreed upon by the parties, which shall include at least the following information:
- (i)** name of each Employer from whom contributions have been collected,
  - (ii)** amount collected from each individual Employer,
  - (iii)** the total amount collected, and
  - (iv)** the period for which contributions are payable.

- (c) The Union shall be entitled to deduct an amount equal to five percent (5%) of the total Employer contributions collected, to cover administration costs, prior to forwarding such contributions to CLR.

**17.200 AWCC Promotional Fund**

**17.201** The Employer shall contribute ten cents (\$0.10) per hour worked to the AWCC Promotional Fund in the manner set forth in Article 14.100.

**17.202 (a)** The Union shall collect all Employer contributions made to the AWCC Promotional Fund in accordance with Article 17.201, and in turn shall forward such contributions to the AWCC not later than the last working day of the month following that for which such contributions were collected.

- (b) The Union shall be entitled to deduct an amount equal to five percent (5%) of the total Employer contributions collected, to cover administration costs, prior to forwarding such contributions to the AWCC.

**17.300 OPCMIA Local 919 Plasterers Advancement Fund**

Effective June 8, 2006, the Employer shall contribute ten cents (\$0.10) per hour to the OPCMIA Local 919 Plasterers Advancement Fund in the manner set forth in Article 14.100.

**17.400 Rehabilitation Plan**

The Employer shall contribute two cents (\$0.02) per hour worked to the BC Construction Industry Rehabilitation Plan in the manner set forth in Article 14.100. The BC Construction Industry Rehabilitation Plan shall be governed by a Board of Trustees appointed on an equal basis by BCYT and CLR, and shall be used for rehabilitative purposes in the industry on the basis of the negotiated and agreed principles of July 23, 1980.

**17.500 BC Jurisdictional Assignment Plan**

The Employer shall contribute one cent (\$0.01) per hour worked to the Jurisdictional Assignment Plan Fund in the manner set forth in Article 14.100. The JAP, as agreed to 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 shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

**17.600 BCBCBTU Fund**

The Employer shall contribute one cent (\$0.01) per hour worked to the BCBCBTU Fund in the manner set forth in Article 14.100. Notwithstanding the foregoing, such requirement shall continue only for as long as the BCBCBTU structure continues to exist pursuant to the *Labour Relations Code*.

**17.700 BCYT Fund**

The Employer shall contribute five cents (\$0.05) per hour worked to the BCYT Fund in the manner set forth in Article 14.100. Notwithstanding the foregoing, such contribution shall no longer be required effective June 8, 2006.

**17.800 PJAAC Fund**

The Employer shall contribute two cents (\$0.02) per hour worked to the PJAAC Fund in the manner set forth in Article 14.100. Notwithstanding the foregoing, such contribution shall no longer be required effective June 8, 2006.

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**ARTICLE 18.000 - UNION DUES**

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**18.100 Employee Deduction**

The Employer shall deduct the required Union Dues from each Employee's pay cheque, and shall remit such deduction in the manner set forth in Article 14.100. Such amount(s) and the effective date(s) applicable thereto, shall be as stipulated within Schedule "B" of this Agreement. The Employer shall deduct Union Dues from every Journeyman, Apprentice, and/or Pre-Apprentice employed, and shall also deduct arrears and initiation fees as directed and deemed necessary by the Union.

**18.200 Increase to Employee Deduction**

The Union shall notify the Employer as to the amount of Union Dues to be deducted and reserves the right to alter the amount of such deductions upon thirty (30) calendar days notice as determined by the Constitution and By-Laws of the Union, and in accordance with the *Labour Relations Code*.

**18.300 Written Authorization**

Each Employee shall submit a written authorization for such deductions to their Employer as a condition of employment. Such written authorization shall be duly signed by the Employee, and submitted to the Employer prior to such deductions being made.

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**ARTICLE 19.000 - HOURS OF WORK AND OVERTIME**

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**19.100 Regular Hours**

Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week, Monday through Friday. The regular hours of work shall be performed consecutively between the hours of 7:00 am and 5:00 pm daily.

**19.200 Overtime**

All hours worked outside of the regular hours of work shall be considered overtime until a break of eight (8) hours has occurred, and shall be paid for at the applicable overtime hourly wage rate.

**19.201** On Industrial Construction projects, 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. All other overtime shall be paid at double time.

**19.202** On Commercial/Institutional Construction projects, 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. The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

**19.300 Compressed Work Week**

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

**19.301 Hours of Work**

- (a) Ten (10) straight time hours (8:00 am to 6:30 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 compressed work week.
- (b) Ten (10) straight time hours (6:30 pm to 5:00 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 compressed work week. The applicable shift premium shall apply.

- (c) Notwithstanding Articles 19.301 (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.

### **19.302 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 straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on the Saturday of a Monday through Thursday compressed work week, or on the Saturday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (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 in accordance with paragraph (b) above, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

### **19.303 Statutory Holidays**

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

### **19.400 Meal Breaks**

**19.401** A one-half (½) hour meal break shall be provided during each working shift, at approximately the middle of such shift. Such break shall not be considered as time worked.

**19.402** A second meal break of not less than one-half (½) hour shall be provided to any Employee who is required to work a shift in excess of ten (10) hours. The second meal break shall be considered as time worked, and shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate.

**19.403** The timing of meal breaks shall be mutually agreed to by the Employer and the Union.

### **19.500 Rest Periods**

**19.501** 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.

**19.502** Notwithstanding Article 19.501, only two (2) rest periods shall be provided on a scheduled shift of ten (10) hours, however each such rest period shall be of fifteen (15) minutes duration.

**19.503** Rest periods shall be taken at a location determined by mutual agreement between the Employer and the Union.



**19.600 Starting and Stopping Times**

**19.601** Notwithstanding any other provision of this Agreement, the starting and stopping time may be varied, at the Employer's discretion, by one (1) hour earlier or later than the normal 8:00 am start.

**19.602 Industrial Construction Projects**

On Industrial Construction projects the starting and stopping times shall be at the tool lock-up, or, on non camp projects, the lunchroom.

**19.603 Commercial/Institutional Construction Projects**

- (a) On Commercial/Institutional Construction projects involving two (2) or more trades, the hours of work shall be determined by the general contractor after consultation with the Union(s) involved and the sub-contractors.
- (b) On Commercial/Institutional Construction projects involving only one (1) trade, the hours of work shall be determined by the Employer after consultation with the Union.
- (c) The arrangements referred to in Articles 19.603 (a) and (b) shall be made within the following parameters:
  - (i) Exceptions to the above starting times may be made for concrete pouring and finishing jointly, use of cranes and pumping equipment etc. on the understanding that such exceptions or variations are established at the outset of the project and are not subject to change on a day to day basis. Such exceptions shall be established between the hours of 7:00 am and 5:00 pm.
  - (ii) Where arrangements have been made regarding the work day as outlined above, such arrangements shall supersede any/all contrary provisions of this Agreement.
  - (iii) Once established as above, there shall be no further change unless there is further consultation with the respective parties.

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**ARTICLE 20.000 - SHIFTS**

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**20.100 Scheduling of Shifts**

**20.101** 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 and/or a night shift.

**20.102** 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.

**20.200 Shift Premiums**

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Journeyperson who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

Afternoon Shift: The applicable minimum straight time hourly wage rate shall be increased by seven percent (7.0%) for each hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent

(16.0%) for each hour worked on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked.

Notwithstanding any contrary interpretation of the foregoing 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. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

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**ARTICLE 21.000 - OCCUPIED BUILDINGS**

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**21.100 Variance of Hours**

Notwithstanding any/all contrary provisions of this Agreement:

**21.101** In order to properly proceed with work on a Commercial/Institutional Construction project in an occupied building(s), the regular hours of work and working shifts may be varied to conform to the requirements of the building owner(s)/client(s).

**21.102** The regular hours of work, if varied in accordance with Article 21.101, shall not necessarily conform to the regular hours of work for a Day Shift, Afternoon Shift and/or Night Shift, as provided for in Articles 19.000 and 20.000, but shall nevertheless be worked between the hours of midnight Sunday and midnight Friday.

**21.103** Three (3) consecutive working days shall not be necessary to constitute a shift, and shifts may occasionally need to be changed in order to conform to the requirements of the building owner(s)/client(s).

**21.200 Notification**

The Employer shall notify the Union prior to the commencement of any work in an Occupied Building performed in accordance with Article 21.100.

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**ARTICLE 22.000 - TRAVEL ALLOWANCES**

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**22.100 Metro Travel Area Premiums**

The otherwise applicable hourly wage rate shall be increased by the applicable Metro Travel premium amount. Annual vacation pay and statutory holiday pay shall be calculated on the resulting new total. The Metro Travel premium is not subject to overtime premiums or shift premiums. No daily travel allowance shall be payable on any project on which a Metro Travel Area Premium is applicable.

**22.101 Lower Mainland/Fraser Valley Area**

A Lower Mainland/Fraser Valley Metro Travel premium of ninety cents (\$0.90) per hour worked shall be paid to any Employee who is working on a project in the Lower Mainland/Fraser Valley Area. The Lower Mainland/Fraser Valley Area shall be defined as including Lions Bay to the west, Hope to the east, and everything in between.

**22.102 Victoria Area**

A Victoria Metro Travel premium of seventy five cents (\$0.75) per hour worked shall be paid to any Employee who is working on a project in the Victoria Area. The Victoria Area shall be defined as 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.

**22.200 Daily Travel Allowance**

**22.201** 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 the following. No daily travel allowance shall be payable on any project on which a Metro Travel Area

Premium is applicable.

- (a) A daily travel allowance of fifty cents (\$0.50) per road kilometre shall be paid to any Employee who resides within a defined Metro Travel Area pursuant to Article 22.100, and uses his/her own vehicle to travel from his/her residence to a project located outside of such Metro Travel Area. Such allowance shall be payable, each way, for each road kilometre driven between the Metro Travel Area boundary and the project.
- (b) A daily travel allowance shall be paid to any Employee who resides outside of a defined Metro Travel Area pursuant to Article 22.100, and uses his/her own vehicle to travel from his/her residence to a project located outside of a defined Metro Travel Area. Such allowance shall be payable in accordance with the following schedule.

First ten (10) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	\$0.50 per kilometre

**22.202** The “per road kilometre” amount payable pursuant to Article 22.201 is subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid. Effective January 1, 2008 such rate shall be fifty-two cents (\$0.52) per road kilometre.

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**ARTICLE 23.000 - OUT OF TOWN PROJECTS**

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**23.100 Local Residents**

- 23.101** The Employer may employ local residents on an out of town project.
- 23.102** A local resident shall not be entitled to receive first class room and board, and/or living out allowance, and/or camp accommodation, provided by the Employer in accordance with Article 23.200.

**23.200 Room and Board**

**23.201 Commercial/Institutional Construction Projects**

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

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

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

The amount of the daily lump sum LOA and daily meal allowance shall be as mutually agreed by the Union and the Employer on a “project by project” basis. Notwithstanding the foregoing, the Industrial Construction standard shall apply in the event that mutual agreement cannot be reached.

**23.202 Industrial Construction 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) of \$90.00. Effective May 1, 2007 this amount shall be increased to \$95.00. Effective May 1, 2009 this amount shall be increased to \$100.00.

No daily travel allowance and/or daily travel time shall be paid to an Employee who selects Option #1, nor shall Employer supplied transportation be provided.

**Option #2:**

- (a) The Employer shall provide the Employee with a single room plus \$50.00 daily meal allowance. Effective May 1, 2007 this amount shall be increased to \$52.50. Effective May 1, 2009 this amount shall be increased to \$55.00.
- (b) No daily travel time shall be paid to an Employee who selects Option #2, however the following terms and conditions shall be applicable.
  - (i) If the Employer provided room is forty (40) kilometres or less from the project, no daily travel allowance shall be paid.
  - (ii) If the Employer provided room is more than forty (40) kilometres from the project, a daily travel allowance of fifty cents (\$0.50) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary.
  - (iii) If the Employee(s) requested to use air travel to the project in accordance with Article 23.602 (b), Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis.
  - (iv) If the Employee(s) did not request to use air travel to the project in accordance with Article 23.602 (b), no Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis, and the Employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
  - (v) Notwithstanding any/all contrary provisions of this Agreement, any Employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).
  - (vi) The “per road kilometre” amount payable pursuant to Article 23.202, Option #2 (b) (ii), is subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid. Effective January 1, 2008 such rate shall be fifty-two cents (\$0.52) per road kilometre.

**23.300 Camp Projects****23.101 Accommodations**

- (a) 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.
- (b) 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.

**23.102 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.

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

**23.400 Periodic Leave**

- 23.401 (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 23.401 (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	\$ 100.00
501 km to 750 km	\$ 200.00
751 km to 1,000 km	\$ 250.00
over 1,000 km	\$ 325.00

The kilometreage shall be computed from the project to the Employee's point of departure.

- 23.402 (a) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.
- (b) The timing of such periodic leave shall be decided by mutual agreement. In no event shall an Employee receive leave unless he actually returns to his point of departure. Living out allowances shall not be paid during leave periods.

- 23.403 (a) For the purposes of Article 23.300, the term "out of town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than three hundred and twenty (320) kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's domicile.
- (b) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic leave.

23.404 Employees qualifying for leave shall return to the transportation terminal nearest the Employee's point of departure.

23.405 There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.

23.406 Interpretations contained within Article 23.400 shall not be applied to any other provision contained within this Agreement.

**23.500 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.

**23.600 Initial and Terminal Travel**

**23.601** The Employer shall pay an initial and terminal travel allowance of fifty cents (\$0.50) per road kilometre to any Employee who is directed or dispatched to an out-of-town project. Such allowance shall be:

- (a) payable each way, and the distance travelled shall be calculated from the Employee's residence to the project via the most direct route.
- (b) subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid. Effective January 1, 2008 such rate shall be fifty-two cents (\$0.52) per road kilometre.
- (c) Refer to Article 23.602 for further clarification and exceptions.

**23.602** Notwithstanding any/all contrary provisions of this Agreement:

**(a) Ferry Fares**

The Employer shall reimburse an Employee, upon the submission of the appropriate receipts, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. Highway tolls shall not be a reimbursable expense.

**(b) Air Travel**

Where an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

- (i) 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.
- (ii) The Employer may pre-arrange the air travel to/from the airport nearest the Employee's point of residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly "standby".
- (iii) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

**(c) Standard "Lump Sum" Amount Option**

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.

**(d) Timing of Payment**

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

**(e) Termination of Employment**

In the event an Employee voluntarily terminates his/her own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.

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**ARTICLE 24.000 - WORKING CONDITIONS**

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**24.100 Certifications and Personal Protective Equipment**

The following provisions shall apply to all Employees, whether they are reporting for work or are already employed on a project.

**24.101 Certifications**

Employees shall be responsible for ensuring they possess all health and safety related required certifications (e.g. 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.

**24.102 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:

- (a) clothing suitable for protection against the natural elements to which they may be exposed, and
- (b) 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.

**24.103 (a)** Employers shall be permitted to refuse work to any Employee who does not fulfil such provisions as stipulated in Article 24.100.

- (b) Notwithstanding Article 8.200, if an Employee is refused work in accordance with Article 24.103 (a), the Employer shall be required to pay the Employee only for actual time worked, if any.

**24.200 Safety**

**24.201** Employers and Employees shall at all times comply with the accident prevention regulations of the *Workers Compensation Act*, and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a violation of this Agreement.

**24.202** An Employee may refuse to perform work where, in such Employee's opinion, adequate safety precautions have not been provided.

**24.203 (a)** No Employee shall be terminated for refusing to perform work under conditions not consistent with those required by the WorkSafe BC.

- (b) Notwithstanding Article 24.203 (a), refusal by Employee to abide by WorkSafe BC regulations, and/or the Employer's posted safety regulations, after being duly warned, shall be sufficient cause for termination.

**24.204 (a)** The operator of a piece of equipment may refuse to operate such equipment if, in the operator's opinion, there is a reasonable doubt as to the equipment's safety.

(b) The operator shall not be required to operate such equipment until such time as the operator is satisfied the equipment is safe.

**24.205 (a)** An Employee shall not perform work where open salamanders, gasoline or oil, or any torch injurious to health is used.

(b) Salamanders, in particular, shall be piped to a flue or outside opening.

(c) Article 24.205 is intended to govern any plastering mixers or plastering machines of any type when used inside a building.

**24.206** The Employer shall supply respiratory masks consistent with WorkSafe BC regulations to any Employee working with compounds containing asbestos or other fibrous materials.

**24.207 (a)** The Employer shall pay the equivalent of a full shift at the otherwise applicable hourly wage rate to an Employee who:

(i) requires off-site medical attention which necessitates no return to work on that day, and/or

(ii) is recommended to rest until the next day by a qualified industrial first aid attendant.

(b) The Employer shall pay the equivalent of a full shift at the otherwise applicable hourly wage rate to an Employee who accompanies a fellow Employee to a hospital or other medical facility.

(c) The Employer shall be responsible for providing an Employee with transportation to a hospital or other medical facility where such transportation is required.

**24.300 General Conditions**

**24.301 Telephone**

The Employer shall ensure that a telephone(s) is available to all Employees, at all times, for incoming or outgoing emergency purposes, and any incoming messages shall be relayed immediately.

**24.302 Drinking Water**

The Employer shall supply, at no cost to the Employees, paper cups and salt tablets. In addition, if there is no running tap water available, the Employer shall also supply, at no cost to the Employees, cool drinking water in an approved sanitary container.

**24.303 Sexual Harassment**

The Union and the Employer recognize the right of all persons to work in an environment free from sexual harassment.

**24.400 Drug and Alcohol Testing**

A sub-committee of the parties shall be established to review client requirements and industry standards related to the issue of drug and alcohol testing of Employees. This issue is growing in importance and the sub-committee shall be authorized to bring forward recommendations. Such recommendations, if any, shall be subject to ratification by the parties.

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**ARTICLE 25.000 - EMPLOYEE SUPPLIED TOOLS**

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**25.100 Required Tools**

**25.101** An Employee shall ensure that his tools are in good condition prior to commencing work on a project.



**25.102** An Employee's tool kit shall include the following:

- |                                       |                |
|---------------------------------------|----------------|
| hawk                                  | dash brush     |
| minimum of two (2) plastering trowels | scratch brush  |
| margin or pointing trowel             | dash scoop     |
| angle trowel                          | hammer         |
| angle float                           | darby          |
| rubber float                          | spirit level   |
| finishing brush                       | tin snips      |
| tool brush                            | measuring tape |

**25.103** When an Employee is performing wallboard taping and filling work in accordance with Article 2.400, such Employee's tool kit, in addition to those tools required in accordance with Article 25.102, shall include the following:

- |   |                     |
|---|---------------------|
| broad knives six (6) inches and smaller | sander              |
| mud pan                                 | stilts              |
| gyproc knife                            | appropriate trowels |

**25.104** If an Employee does not have the basic tools required in accordance with Articles 25.102 and 25.103, the Employer may supply and charge such tools to the Employee at cost.

**25.200 Tool Insurance**

**25.201 Coverage**

Employees are guaranteed that while employed on a job site, project, or place of business of the Employer, the Employees' tools shall be insured. Such insurance shall include coverage for fire and burglary, or loss when working over water and/or in such other areas where tools cannot be retrieved. In the event of loss, the Employer agrees to replace the tools.

**25.202 Inventory List**

Upon commencement of employment on a project, the Employee shall submit to the Employer an inventory list of the tools brought onto the project. Such inventory list shall be signed by both the Employer and the Employee, and coverage shall commence at the date of the filing of the inventory list with the Employer. The Employee shall ensure that the inventory list is kept up-to-date.

**25.203 Affidavit of Loss**

The Employer may require an Employee claiming a loss to submit an affidavit of loss.

**25.300 Tool Lockup**

The Employer shall provide a suitable tool lockup, for the use of the Employees, on all projects. Such tool lockup shall be equipped with heat in the winter.

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**ARTICLE 26.000 - PLASTERERS JOINT ADVISORY AND APPRENTICESHIP COMMITTEE (PJAAC)**

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The terms of Article 26.000 of the Plasterers Standard ICI Agreement (April 30, 2004 expiry) shall continue to apply through June 7, 2006. Effective June 8, 2006, the parties shall, at their earliest opportunity, close the PJAAC bank account and transfer all existing funds and assets to the Union. The transfer cheque shall be signed by one (1) Union representative and one (1) Employer representative, and the Union shall use such transferred funds and assets for direct training related purposes. Refer to the "Release Form" signed by the parties on June 8, 2006.

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**ARTICLE 27.000 - GRIEVANCE PROCEDURE**

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Mr. Michael Fleming, Associate Chair, LRB, or his successor(s), shall remain seized of jurisdiction to resolve any/all matters of dispute which may arise between the parties in regards to the terms of the Plasterers Standard ICI Agreement Interest Arbitration Award and/or the application thereof. To this end, and notwithstanding any/all contrary provisions of the Plasterers Standard ICI Agreement, both parties reserve the right to submit such matters to Mr. Fleming for mediation/facilitation and an adjudicated resolution if necessary. Any such adjudicated resolution shall be final and binding upon the parties.

**27.100 Definition of Grievance**

A grievance shall be defined as a dispute between the Employer and the Union, or between the Employer and an Employee(s), concerning the interpretation, application, and/or operation of this Agreement, or any alleged violation thereof.

**27.200 General Conditions**

The parties to a grievance shall promptly discuss the particulars thereof, and shall diligently cooperate in an effort to resolve such grievance at the earliest possible time, without stoppage of work, unless otherwise provided for in this Agreement. Notice of any grievance shall be given to the Employer within thirty (30) calendar days of such grievance occurring.

**27.300 Resolution Process**

All grievances, excepting those that can be settled under Section 87 of the *Labour Relations Code*, shall be resolved in the following manner:

- 27.301** Where an Employee has a grievance, such Employee shall first either personally, or accompanied by such other person(s) as he may choose, discuss the grievance with the Crew Leader or project supervisor. If a resolution is reached, such resolution shall be considered final.
- 27.302** If a grievance has not been resolved in accordance with Article 27.301 within seven (7) calendar days or such longer time as the parties may mutually agree to, or in instances of any other grievance, the particulars thereof shall be set out, in writing, by the party resorting to this procedure, and shall be delivered to the other party. Both parties shall then confer forthwith upon the matter, and if a resolution is reached, such resolution shall be considered final.
- 27.303** If a resolution has not been reached in accordance with Article 27.302 within seven (7) calendar days or such longer time as the parties may mutually agree to, then such grievance shall be referred to arbitration, and an arbitration board of three (3) persons shall be selected as follows:
- (a) The party desiring arbitration shall appoint one (1) person (i.e. first nominee) to the arbitration board. Such party shall notify the other party, in writing, of the particulars of the grievance, and the name of the first nominee so appointed.
  - (b) The party receiving the notice shall, within five (5) working days thereafter, appoint one (1) additional person (i.e. second nominee) to the arbitration board. Such party shall notify the other party, in writing, of the name of the second nominee so appointed.
  - (c) The first and second nominees shall confer, and shall mutually agree upon the appointment of a third nominee. Such a third nominee shall act as Chair of the arbitration board.
  - (d) If the first and second nominees are unable to mutually agree within three (3) working days to the appointment of a third nominee in accordance with Article 27.303 (c), either the first or second nominee may apply to the LRB to appoint such a person. Once appointed by the LRB, such third nominee shall act as Chair of the arbitration board.

- 27.304** (a) The arbitration board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) working days from the date of the appointment of the Chair. Such time may be extended by mutually agreement of the parties.
- (b) The award of the majority of the arbitration board shall be considered the official award of the arbitration board, and shall be delivered, in writing, to the parties. Such award shall be final and binding upon the parties, and they shall carry it out forthwith.
- 27.305** Each party shall pay its own costs and expenses of arbitration, including the compensation and disbursements of its appointee to the arbitration board, plus one-half (½) of the compensation and disbursements of the Chair, and one-half (½) of any other expenses incurred (i.e. secretarial services, meeting rooms, etc.).
- 27.306** Matters to be dealt with under Article 27.300 shall normally be discussed during working hours, provided however, that lengthy negotiations for the settlement of any disputes shall be discussed outside of working hours.
- 27.307** Notwithstanding Article 27.303, the parties may, at their discretion, mutually agree that instead of appointing a three (3) person arbitration board they shall instead appoint a single arbitrator.
- (a) Such single arbitrator shall be selected by mutual agreement of the parties.
- (b) Articles 27.304 and 27.305 shall also be applicable where a single arbitrator has been appointed.
- (c) If such mutual agreement to appoint a single arbitrator cannot be reached within twenty four (24) hours, or such other time as may be mutually agreed upon, a three (3) person arbitration board shall be appointed in accordance with Article 27.303.

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**ARTICLE 28.000 - EXTENT OF AGREEMENT**

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**28.100 Independent Agreement(s)**

- 28.101** Should the Union enter into any Agreement other than this Agreement and/or the Pacific Region Maintenance Council 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.
- 28.102** CLR shall notify the Union, in writing, prior to any Employer(s) implementing such more favourable wages and/or terms and/or conditions.

**28.200 Confirmation of Signatory Contractors**

- 28.201** The Union shall provide CLR, within five (5) working days of signing this Agreement, a list of any/all other Employers signatory to this Agreement who are not members of CLR.
- 28.202** 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.
- 28.203** 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.

**28.300 Copies of Agreements**

- 28.301** The Union shall provide CLR with a true and complete copy of any Agreement, other than this Agreement,

which the Union has entered into as of the date this Agreement is signed, or subsequently enters into with any individual Employer or group of Employers, regardless of whether such Employer(s) is/are themselves a member of CLR.

**28.302** The Union shall also provide CLR with a list of all Employers signatory to such other Agreement(s) as per the terms of Article 28.200.

**28.303** Article 28.300 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.

**28.400 Savings Clause**

**28.401** It is assumed and contemplated by the parties signatory to this Agreement that each and every provision of this Agreement, whether read individually or in any combination, is and are in conformity with all laws of Canada and BC.

**28.402** In the event that amendment of such laws or interpretation of such laws by a court or tribunal of competent jurisdiction should result in any part or parts of this Agreement being rendered invalid, illegal or unenforceable, then such part or parts of this Agreement shall be deemed to be severed and of no further force and effect, but the remainder of this Agreement shall continue and remain in full force and effect and remain binding upon the parties signatory to this Agreement, for the duration of this Agreement.

**28.403 (a)** The parties signatory to this Agreement agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable, for the purpose of attempting to agree upon lawful replacements.

**(b)** In the absence of agreement, replacement provisions shall be subject to the grievance and arbitration procedure, as provided for in Article 27.000, without stoppage of work, providing however, that negotiations and grievance and arbitration procedures shall be limited to replacements having the same purpose, object or intent as the part or parts severed and not to new issues or matters.

**28.500 Enabling**

Item (1) (d) of the Plasterers Standard ICI Agreement Trade Level Memorandum of Agreement Re: Industrial, Commercial and Institutional Projects, signed by the parties on June 8, 2006, shall supercede any/all contrary provisions of this Agreement with respect to enabled and/or blanket enabled projects tendered as of May 25, 2006.

**28.501** The Union, upon request by CLR and/or an Employer(s) tendering a project, may determine on a project-by-project basis if special dispensation is required in order for such Employer to tender competitively.

**28.502** If the Union decides such special dispensation as provided for in Article 28.501 is required, the Union may, in writing, and with the mutual agreement of CLR and/or the Employer, amend, delete, add, and/or otherwise modify any terms and/or conditions of this Agreement for the duration of the project.

**28.503** Notwithstanding any/all contrary provisions of this Agreement, Joint Industry Funds negotiated between the BCBCBTU and CLR (e.g. 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.

**28.600 Registration of Agreement**

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

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**ARTICLE 29.000 - MULTI EMPLOYER CERTIFICATIONS**

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The parties shall cooperate in, and support in every way, the institution, at the initiative of the Union, of multi Employer certifications. Such multi Employer certifications shall be instituted along traditional trade lines and shall not be used in any

way to resolve jurisdiction or to affect the present (July 1980) status quo between trades.

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**ARTICLE 30.000 - STRIKES AND LOCKOUTS**

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- 30.100** Continuous, uninterrupted operation of the Employer's business in accordance with the schedule established by the Employer with consequent assurance of the opportunity for gainful employment of the Employer's Employees is hereby declared to be the essence of this Agreement.
- 30.200** Notwithstanding any contrary provision contained within this Agreement, during the term of this Agreement there shall be no lockout for any reason by the Employer or any strike, sitdown, slowdown, work stoppage or suspension of work either complete or partial for any reason by the Union and/or the Employees.
- 30.300** It shall not be a violation of this Agreement for Union members to refuse to cross a legal picket line which has been sanctioned by the BCYT.

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**ARTICLE 31.000 - PREPARATION OF AGREEMENT**

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During the preparation of this Agreement, mutually agreed upon adjustments were made to format and language in order to address/delete redundant provisions, vague language, logic, consistency, and grammar. The parties have agreed to the resulting changes and provisions. CLR will provide the Union with an electronic copy of this Agreement upon signing

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**ARTICLE 32.000 - EFFECTIVE DATE AND DURATION**

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The terms of the Plasterers Standard ICI Agreement (April 30, 2004 expiry) applied prior to June 8, 2006. In many cases, the provisions of this Agreement reflect only those terms which are applicable from June 8, 2006 onward. Refer to the Plasterers Standard ICI Agreement Trade Level Memorandum of Agreement Re: Industrial, Commercial and Institutional Projects, signed by the parties on June 8, 2006, for clarification as to which provisions changed. Refer to the Plasterers Standard ICI Agreement (April 30, 2004 expiry) for clarification as to the applicable terms prior to June 8, 2006.

- 32.100** This Agreement shall be in full force and effect from and including May 1, 2004 to and including April 30, 2010, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement to, within four (4) months immediately preceding the expiry date of this Agreement, April 30, 2010, or immediately preceding the last day of April in any year thereafter, by written notice, require the other party to this Agreement to commence collective bargaining.
- 32.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force 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 Agreement.
- 32.300** The operation of Section 50 (2) and 50 (3) of the *Labour Relations Code* are hereby excluded, and consequently shall not apply to this Agreement.

**SIGNATURE OF PARTIES**

Date this 27<sup>th</sup> day of June, 2008.

Date this 7<sup>th</sup> day of July, 2008.

Signed on behalf of:  
Construction Labour Relations Association of BC

Signed on behalf of:  
OPCMIA Union Local 919

Clyde H. Scollan \_\_\_\_\_

Chris Feller \_\_\_\_\_

Robert Noel \_\_\_\_\_

**SCHEDULE "A"  
MINIMUM STRAIGHT TIME HOURLY WAGE RATES**

The terms of the Plasterers Standard ICI Agreement (April 30, 2004 expiry) applied prior to June 8, 2006.

<b>INDUSTRIAL CONSTRUCTION</b>	<b>Effective Date</b>				
	<b>June 8/06</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>	<b>April 1/10</b>
Crew Leader (115%)	33.30	34.68	35.80	36.93	38.27
<b>Journeyman (100%)</b>	<b>28.96</b>	<b>30.16</b>	<b>31.13</b>	<b>32.11</b>	<b>33.28</b>
AA3 Apprentice (85%)	24.62	25.64	26.46	27.29	28.29
AA2 Apprentice (70%)	20.27	21.11	21.79	22.48	23.30
AA1 Apprentice (55%)	15.93	16.59	17.12	17.66	18.30
Pre-Apprentice (50%)	14.48	15.08	15.57	16.06	16.64
Annual Vacation and Statutory Holiday Pay	12%	12%	12%	12%	12%
Metro Travel Premiums: Lower Mainland/Fraser Valley Area	0.90	0.90	0.90	0.90	0.90
Victoria Area	0.75	0.75	0.75	0.75	0.75
All Other Areas of BC	N/A	N/A	N/A	N/A	N/A

<b>COMMERCIAL/INSTITUTIONAL CONSTRUCTION</b>	<b>Effective Date</b>				
	<b>June 8/06</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>	<b>April 1/10</b>
Crew Leader (115%)	31.54	32.66	33.79	34.90	35.25
<b>Journeyman (100%)</b>	<b>27.43</b>	<b>28.40</b>	<b>29.38</b>	<b>30.35</b>	<b>30.65</b>
AA3 Apprentice (85%)	23.32	24.14	24.97	25.80	26.05
AA2 Apprentice (70%)	19.20	19.88	20.57	21.25	21.46
AA1 Apprentice (55%)	15.09	15.62	16.16	16.69	16.86
Pre-Apprentice (50%)	13.72	14.20	14.69	15.18	15.33
Annual Vacation and Statutory Holiday Pay	12%	12%	12%	12%	12%
Metro Travel Premiums: Lower Mainland/Fraser Valley Area	0.90	0.90	0.90	0.90	0.90
Victoria Area	0.75	0.75	0.75	0.75	0.75
All Other Areas of BC	N/A	N/A	N/A	N/A	N/A

**SCHEDULE "B"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

The terms of the Plasterers Standard ICI Agreement (April 30, 2004 expiry) applied prior to June 8, 2006.

<b>EMPLOYER CONTRIBUTIONS</b> (All Employer Contributions are calculated on a "per hours worked" basis.)	Effective Date				
	June 8/06	May 1/07	May 1/08	May 1/09	April 1/10
Cement Masons' Health & Welfare Trust Fund	2.15	2.20	2.25	2.30	2.35
Group RRSP	0.52	0.63	0.74	0.85	0.96
Contract Administration Fund	0.13	0.13	0.13	0.13	0.13
AWCC Promotion Fund	0.10	0.10	0.10	0.10	0.10
OPCMIA Local 919 Plasterers Advancement Fund	0.10	0.10	0.10	0.10	0.10
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01
<b>Total</b>	<b>3.04</b>	<b>3.20</b>	<b>3.36</b>	<b>3.52</b>	<b>3.68</b>

<b>EMPLOYEE DEDUCTIONS</b> (Employee Deductions are calculated on the basis noted.)	Effective Date				
	June 8/06	May 1/07	May 1/08	May 1/09	April 1/10
Group RRSP	\$0.50 per hour worked				
Monthly Due	\$5.00 per month				
Field Dues	3.0% of wage package				
BCYT Fund	\$0.10 per hour worked				

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

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

- 1. AWCC**  
Association of Wall and Ceiling Contractors of British Columbia. All references made to the AWCC shall be deemed to also refer to any successor Association(s), organization(s), etc. which may be established.
- 2. BCBCBTU**  
Bargaining Council of British Columbia Building Trade Unions
- 3. BCYT**  
British Columbia and Yukon Territory Building and Construction Trades Council
- 4. CLR**  
Construction Labour Relations Association of British Columbia. All references made to CLR shall be deemed to also refer to any successor association(s), organization(s), etc. which may be established.
- 5. Commercial/Institutional Construction**  
That work which is governed by the terms of this Agreement and is not otherwise defined as Industrial Construction herein, shall be deemed to be Commercial/Institutional Construction. Refer also to item (12).
- 6. 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 am. (i.e. midnight).
- 7. 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.
- 8. 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.
- 9. Gender**  
Wherever the words "man", "men", "he" or "his" are utilized in this Agreement they shall be considered to apply equally to both genders (i.e. male and female).
- 10. Hours Worked**  
Employer contributions and Employee deductions made on the basis of "hours worked" shall be calculated as follows:
  - 1 straight time hour = 1 hour worked
  - 1 time and one-half overtime hour = 1 hour worked
  - 1 double time overtime hour = 1 hour worked
- 11. ICI**  
Industrial, Commercial, Institutional



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

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- 12. Industrial Construction**  
Shall include as examples: manufacturing; production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; and breweries, etc. Refer also to item (5).
- 13. LRB**  
British Columbia Labour Relations Board
- 14. Local Resident**  
A local resident shall be defined as any person who has resided, for a period not less than forty five (45) calendar days prior to being hired, within one hundred (100) kilometres by road of a project, or, where ferry travel is involved, within seventy five (75) minutes travel time of the project. Such travel time shall include all ferry and road kilometres.
- 15. Monetary Package**  
Wage Package + Employer Health and Welfare contribution
- 16. OPCMIA**  
Operative Plasterers' & Cement Masons' International Association
- 17. Plasterer**  
Any individual who is a member in good standing of the Union and is eligible to be employed under the terms of this Agreement.
- 18. PJAAC**  
Plasterers Joint Advisory and Apprenticeship Committee
- 19. Union**  
OPCMIA Union Local 919 and/or any other such OPCMIA Local 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.
- 20. Wage Package**  
Journeyman straight time hourly wage rate + combined annual vacation pay and statutory holiday pay.
- 21. WorkSafe BC**  
Workers' Compensation Board of BC

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**APPENDIX “B” - LETTER OF UNDERSTANDING RE: AFFILIATION**

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**BY AND BETWEEN:**

**Operative Plasterers’ & Cement Masons’ International Association (OPCMIA) Union Local 919  
(Hereinafter referred to as the “Union”)**

**AND:**

**Construction Labour Relations Association of BC (CLR)  
(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)  
(Hereinafter referred to as the “Employer”)**

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The parties agree that the following terms and conditions shall supercede any/all contrary provision(s), application, and/or interpretation of the Plasterers Standard ICI Agreement. This Letter of Understanding shall be included within the Plasterers Standard ICI Agreement and shall pertain thereto and be a part thereof. As a result, all relevant provisions of the Plasterers Standard ICI Agreement (i.e. effective date and duration, grievance resolution procedure, etc.) shall apply to this Letter of Understanding.

- (1) The Union shall not be entitled to restrict, in any way, an Employer’s right to perform work on a project site whereon work falling within the work jurisdiction of the Union is being performed by individuals who are not members of the Union. Such projects shall be hereinafter be referred to as “open shop projects”.
- (2) Item (1) shall apply regardless of the signatory status or lack thereof of the employer(s) of those individuals who are performing work falling within the work jurisdiction of the Union, and/or whether the Employer is a subcontractor of the employer(s) in question, or merely working on the same site as the employees or subcontractor(s) of such employer(s).
- (3) It shall be a violation of the Plasterers Standard ICI Agreement for the Union to attempt to exert pressure upon an Employer because such Employer is performing work on an open shop project or has the intention of doing so. In particular, the Union shall not withdraw its members from an open shop project and/or threaten to do so. Nor shall the Union attempt to exert pressure upon an Employer by other means.

Date this 27<sup>th</sup> day of June, 2008.

Date this 7<sup>th</sup> day of July, 2008.

Signed on behalf of:  
Construction Labour Relations Association of BC

Signed on behalf of:  
OPCMIA Union Local 919

Clyde H. Scollan

Chris Feller

Robert Noel

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