

CRAFT PLASTERERS LOCAL 919 STANDARD AGREEMENT

By and Between:

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

(Hereinafter referred to as the "Union")

And:

Construction Labour Relations Association of BC (CLR)

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

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

(Hereinafter referred to as the "Employer")

May 01, 2016 to April 30, 2019

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ARTICLE 1.000 - OBJECTS

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.

ARTICLE 2.000 - WORK JURISDICTION

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.

ARTICLE 3.000 - WITHDRAWAL OF LABOUR

- 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.

ARTICLE 4.000 - SUBCONTRACTING

4.100 No Employer shall subcontract work which is within the work jurisdiction of the plasterer to any contractor that is not signatory with the Union if such subcontracted work is to be performed on either:

4.101 an AHC/CHC project(s), and/or

4.102 a project(s) which is governed by a Project Labour Agreement.

4.200 No Employer shall subcontract work which is within the work jurisdiction of the plasterer to any contractor unless such contractor has both a valid CRA business number and is duly registered with WSBC.

ARTICLE 5.000 - MANAGEMENT RIGHTS

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

ARTICLE 6.000 - HIRING AND TERMINATION

6.100 **General Conditions**

6.101 It is the prerogative of the Employer to hire and terminate Employees.

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

6.200 **Hiring**

6.201 (a) When Employees are required, competent Union members shall be hired.

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

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

- (d) There shall also be no restrictions/limitations on the Employer's right to transfer an employee(s) from one (1) project to another throughout the province. When a non local resident employee(s) is transferred between two (2) out-of-town projects, the CRA maximum tax free amount per kilometer shall be paid to the non local resident employee from the point of dispatch to the first project as an initial travel allowance, and from the first project to the second project, one (1) way, and from the second project back to the point of dispatch as a terminal travel allowance.

6.202 When competent Union members are not available and/or the Union is unable to supply such members and/or the Employer wishes to hire an Uncertified Plasterer, the Employer may obtain the required Employees 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 Employees 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) In the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- (b) 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.
- (c) (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.

ARTICLE 7.000 - WAGE SCHEDULES AND PREMIUMS

7.100 Wage Schedules

7.101 The Industrial Construction minimum straight time hourly wage rates shall be as stipulated within Schedules "A" of this Agreement. Such Schedules shall apply on all non-enabled projects.

7.102 The following monetary package increases shall apply. The monetary package shall consist of wages, plus annual vacation and statutory holiday pay, plus Employer contribution to Union Benefit Plan (Cement Masons' Welfare Trust Fund), plus Employer contribution to Group RRSP. The Union retains the right to distribute such increases, at its discretion between the above listed components of the monetary package only.

7.103 The portion of each increase which the Union allocates to the wages component of the monetary package shall be added to the Certified Journeyperson (CJP) classification and all other classifications shall be recalculated thereafter in accordance with each respective corresponding percentage (i.e. CL @ 115%, 6th Term Apprentice @ 95%, 3rd Term UP @ 80%, etc.). As a result, the total monetary increase for a CJP shall be equal to the agreed upon increase, although the total monetary increase for other employee classifications may ultimately total a greater or lesser amount, depending upon the Union's final allocation.

Effective May 1, 2017	\$0.65 per hour
Effective May 1, 2018	\$0.65 per hour
Effective April 1, 2019	wage re-opener

7.200 Wage Re-Opener

7.201 The Parties shall meet no less than four (4) months prior to the effective date of the wage re-opener. However, if Parties are unable to mutual agree on outcome of wage re-opener, matter shall be referred to binding interest arbitration.

7.202 The Parties agree that Mr. Vince Ready shall be the interest Arbitrator. However, in the event that Mr. Ready has retired or is not healthy enough to perform the duties of the interest Arbitrator, the Parties agree that Mr. Stan Lanyon shall be the interest Arbitrator. However, in the event the Mr. Lanyon has retired or is not healthy enough to perform the duties of the interest Arbitrator, the Parties agree that Mr. Ken Saunders shall be the interest Arbitrator.

- 7.203** Notwithstanding any contrary interpretation of the foregoing, the interest Arbitrator shall not have the right to reduce the monetary package of the Union. The outcome of the wage re-opener shall be determined sufficiently prior to the effective date of the wage re-opener so as to allow Employers to adjust payrolls in a timely manner.
- 7.300** All work performed on Industrial Construction projects shall be performed under the Industrial Construction wage schedules unless otherwise mutually agreed to, in writing, by the Union and CLR. (Refer to Craft Plasterers Local 919 Standard C/I Agreement for an exception to the foregoing.) 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.
- 7.400 Premiums**
- 7.401 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.

ARTICLE 8.000 - PAYMENT OF WAGES AND PAYROLL FAILURES

8.100 Payment of Wages

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

- 8.101** Employers shall pay Employees their weekly wages on the project every Friday before quitting time. Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically via secure internet/ email.
- 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.

ARTICLE 9.000 - ANNUAL VACATION AND STATUTORY HOLIDAYS

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** The following statutory holidays shall apply to Industrial Construction projects:

New Year's Day, Family Day, 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** 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.

ARTICLE 10.000 - CREW LEADERS

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 Certified Journeyman 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.

ARTICLE 11.000 - PLASTERER APPRENTICES AND UNCERTIFIED PLASTERERS

It is not the intention of the Parties to create an environment wherein signatory employers would collectively employ significantly more Uncertified Plasterers than Plasterer Apprentices. As a result, in the event that such a discrepancy were to arise, the Union shall notify CLR and the Parties shall work together to find an expedited resolution to the imbalance. Notwithstanding the foregoing, if the Parties are unable to mutually agree on an expedited resolution, the matter shall be referred to arbitration for a final and binding decision.

11.100 Plasterer Apprentice

A Plasterer Apprentice shall be defined as an individual who has limited experience in the trade, was recruited by the Union into membership, and was dispatched by the Union in accordance with Article 6.201.

11.101 There shall be six (6) Plasterer Apprentice classifications. No more than fifty percent (50%) of the Employees employed by an Employer in accordance with this Agreement may be classified as a Plasterer Apprentice. Such percentage shall be calculated on a company wide basis.

11.102 The minimum straight time hourly wage rate for a Plasterer Apprentice shall be the applicable percentage of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

A1 = 70%

A3 = 80%

A5 = 90%

A2 = 75%

A4 = 85%

A6 = 95%

- 11.103** (a) The Plasterer Apprentice training program shall be determined from time to time by the Union, but shall generally include 5,400 hours of practical training, consisting of six (6) terms of 900 hours per term.
- (b) The Union shall notify the Employer, in writing, when a Plasterer Apprentice becomes eligible for advancement to a higher classification. Notwithstanding the foregoing, the Union shall not advance a Plasterer Apprentice to the status of Certified Journeyperson unless/until the Union is satisfied that the such advancement is warranted based on a reasonable review of the individual's skills, abilities and expertise.
- (c) The Union reserves the right to assign a new Plasterer Apprentice a classification other than "A1" if such Plasterer Apprentice can demonstrate commensurate prior work experience as a plasterer trade with a non-signatory Employer.
- 11.104** Refer to Schedules "A1" and "A2" for a breakdown of the six (6) Plasterer Apprentice monetary packages.

11.200 Uncertified Plasterer (UP)

11.201 An Uncertified Plasterer (UP) shall be defined as an individual who does not possess a valid Plasterers TQ certificate and was directly hired by the Employer in accordance with Article 6.202.

11.202 There shall be six (6) Uncertified Plasterer (UP) classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each UP after having judged such individual's competency, merit and ability.

11.203 The minimum straight time hourly wage rate for an UP shall be the applicable percentage of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project.

Level 1 = 70%	Level 3 = 80%	Level 5 = 90%
Level 2 = 75%	Level 4 = 85%	Level 6 = 95%

11.204 Effective November 12, 2012, all Union members who have historically worked as a Journeyperson pursuant to the Plasterers Standard ICI Agreement (April 30, 2010 expiry) shall be "grandfathered" as Certified Journeypersons on a go forward basis, regardless of whether or not such member is in fact a certified Plasterer. The Union shall provide a list of such members to CLR on or before December 12, 2012. Thereafter, any individual who is not on such list, and is not a certified Plasterer, shall be paid as an Uncertified Plasterer except as may otherwise be permitted in accordance with the provisions related to the Plasterers Apprenticeship program.

ARTICLE 12.000 - PRE-APPRENTICES

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** The minimum straight time hourly wage rate for a Pre-Apprentice shall be forty-five percent (45%) of the applicable Certified Journeyperson minimum straight time hourly wage rate on the project.
- 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** No Employer contribution to the Union Benefit Plan and/or Group RRSP shall be required on behalf of a Pre-Apprentice.
- 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 Plasterers 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 individuals joining the Plasterers Apprenticeship program.

ARTICLE 13.000 - JOB STEWARDS AND UNION BUSINESS REPRESENTATIVES

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.

13.300 Leaves of Absence

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

ARTICLE 14.000 - MONTHLY REMITTANCES AND RATE CALCULATIONS

14.100 Monthly Remittances

- 14.101** (a) 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.
- (b) All Employer contributions and employee deductions shall be calculated on the basis of "hours earned" on any project(s) which is governed by the Craft Plasterers Local 919 Standard Agreement.
- 14.102** (a) 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.
- (b) Notwithstanding Article 14.102 (a), with the mutual agreement of the Union, the Employer may electronically process the payment of its monthly remittance and/or the submission of its monthly Remittance Report.
- 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, Plasterer Apprentice, Uncertified Plasterer and/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.

ARTICLE 15.000 - CEMENT MASONS' WELFARE TRUST FUND

- 15.100** The Employer shall contribute the required amount to the Cement Masons' 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 Schedules "B" of this Agreement. Notwithstanding the foregoing, no Employer contribution to the Cement Masons' Welfare Trust Fund shall be required on behalf of a Pre-Apprentice.
- 15.200** The Employer contribution(s) to the Union Benefit Plan and Group RRSP shall be distributed between the two Plans at the sole discretion of the Union, and the Union may alter such distribution by providing CLR with sixty (60) calendar days written notice.
- 15.300** All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.
- 15.400** The Cement Masons' Welfare Trust Fund shall be managed by a Board of Trustees appointed by the Union.
- 15.500** The Parties agree to participate in a joint CLR and BCBCBTU affiliate review of the potential benefits of establishing a multi-trade Industry Benefit Fund and to implement such a fund if the Parties mutually agree on the benefits and outcomes of establishing such a Plan and Fund.

ARTICLE 16.000 - GROUP RRSP

- 16.100** (a) 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 Schedules "B" of this Agreement.
- (b) Employer contributions to the Group RRSP will be pro-rated for Plasterer Apprentices, Uncertified Plasterers and Pre-Apprentices based on the corresponding percentage of

their classification. Effective April 1, 2016, or such other date as the Union may determine, the Employer contribution to Group RRSP shall be Ninety percent (90%) of the CJP contribution for all Apprentices and UPs for work on all Industrial projects.

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

16.300 All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

ARTICLE 17.000 - INDUSTRY FUNDS

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

17.100 Contract Administration Fund

17.101 The Employer shall contribute the amounts set out in schedules "B", inclusive of HST or GST (as the case may be), 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 the amounts set out in schedules "B" 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 the amounts set out in schedules "B" 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 the amounts set out in schedules "B" 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 (JAPlan)

17.501 The Employer shall contribute the amounts set out in schedules "B" to the Jurisdictional Assignment Plan Fund in the manner set forth in Article 14.100.

17.502 The JAPlan, 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 JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

17.600 BCBCBTU Fund

The Employer shall contribute the amounts set out in schedules "B" 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 Drug and Alcohol Policy

A new Employer contribution to the Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy) shall be added to this agreement and the Employer shall contribute the amounts set out in schedules "B" to this program.

17.800 Coalition of BC Building Trades

Effective April 1, 2016, or such other date as the Union may determine, delete application of the employee deduction for the Coalition of BC Building Trades, and adjust all related language and Schedules pertaining thereto accordingly.

ARTICLE 18.000 - UNION DUES

18.100 Employee Deduction

The hourly working dues shall apply as directed by the Union, plus employee deductions shall be deducted for each hour earned that wages are payable and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made (this amount to be calculated to the nearest penny). See schedule "B" for the amounts and types of Employee deductions.

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.

ARTICLE 19.000 - HOURS OF WORK AND OVERTIME

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

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

19.202 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 hours, including all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

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

All statutory holidays which occur during a compressed (or alternate) work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.).

When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

19.400 Rest Breaks

19.401 Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours.

19.402 Notwithstanding Article 19.401, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been

so advised prior to the completion of the previous days' shift.

- 19.403** Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

19.500 **Meal Breaks**

19.501 **Regularly Scheduled Shifts of Ten (10) Hours or Less**

One (1) meal break of one-half (½) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is

practical to the mid-point of the shift and shall not be considered as time worked.

19.502 **Shifts in Excess of Ten (10) Hours**

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

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

ARTICLE 20.000 - SHIFTS

- 20.100** The Employer may schedule an afternoon and/or night shift as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift. Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

- 20.200** The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all non-Journeyperson employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule. Notwithstanding any contrary interpretation of the following schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and nights shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These shift premiums will not be paid for Saturday, Sunday or statutory holidays.

Day Shift No shift premium.

Afternoon Shift Six dollars (\$6.00) per hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not be considered to be hours worked.

Night Shift

Six dollars (\$6.00) per hour worked on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not be considered to be hours worked.

ARTICLE 21.000 - TRAVEL ALLOWANCES

21.100 Metro Travel Area Premiums

The payment of a metro travel premium is discontinued effective the date of implementation. The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between. The pre-existing premium of ninety cents (\$0.90) per hour was added to wages and holiday pay prior to the addition of the monetary package increases which apply during the duration of this Agreement.

21.200 Daily Travel Allowance

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

First forty (40) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	\$0.53 per km

21.202 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, 2012 such rate shall be fifty-three cents (\$0.53) per road kilometre.

ARTICLE 22.000 - OUT OF TOWN PROJECTS

22.100 Local Residents

22.101 The Employer may employ local residents on an out of town project.

22.102 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 22.200.

22.200 Room and Board

22.201 Article 22.200 shall apply to Employees who are not local residents of the area where the work is being performed, or is to be performed. A local resident shall be defined to mean any person residing within one hundred (100) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres.

22.202 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) based on the following schedule:

May 1, 2016 - \$135.00

May 1, 2017 - \$140.00

May 1, 2018 - \$145.00

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

The Employer shall provide the Employee with a single room plus \$62.50 daily meal allowance. Effective May 1, 2018 this amount shall be increased to \$65.00.

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

- (a) If the Employer provided room is forty (40) road kilometers or less from the project, no daily travel allowance shall be paid.
- (b) If the Employer provided room is more than forty (40) road kilometers from the project, a daily travel allowance of fifty-three cents (\$0.53) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary.
- (c) If the Employee(s) requested to use air travel to the project in accordance with Article 22.603, Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis.
- (d) If the Employee(s) did not request to use air travel to the project in accordance with Article 22.603, no Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis, and the Employee shall therefore assume all responsibility for traveling to/from the project on a daily basis.
- (e) Notwithstanding any/all contrary provisions of this Agreement, any Employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).
- (f) The "per road kilometre" amount payable pursuant to (b) herein, 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, 2012 such maximum allowable tax-free rate shall be fifty-three cents (\$0.53) per road kilometre.

22.300 Camp Projects

22.301 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.

22.302 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.

- (c) The Employee must turn in his meal ticket or sign a checkout in advance.
- (d) 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.

22.400 Periodic Leave

- 22.401 (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 22.401 (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	\$ 175.00
501 km to 750 km	\$ 275.00
751 km to 1,000 km	\$ 375.00
over 1,000 km	\$ 475.00

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

- 22.402 (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.

- 22.403** (a) For the purposes of Article 22.400, 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.
- 22.404** Employees qualifying for leave shall return to the transportation terminal nearest the Employee's point of departure.
- 22.405** There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.
- 22.406** Interpretations contained within Article 22.400 shall not be applied to any other provision contained within this Agreement.

22.500 **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.

22.600 **Initial and Terminal Travel**

22.601 **Allowance**

- (a) The Employer shall pay an initial and terminal travel allowance of fifty-three cents (\$0.53) per road kilometre to any Employee who is directed or dispatched to an out-of-town project. Such allowance shall be payable each way, and the distance traveled shall be calculated from the Employee's residence to the project via the most direct route.
- (b) The "per road kilometre" amount payable pursuant to Article 22.601 (a) 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, 2012 such maximum allowable tax-free rate shall be fifty-three cents (\$0.53) per road kilometre.

22.602 **Ferry Fares and Tolls**

Notwithstanding Article 22.601, the Employer shall reimburse an employee, upon the submission of the appropriate receipts, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. Such ferry fares shall be limited to one (1) standard length/height vehicle plus driver, each way. Tolls shall not be a reimbursable expense.

22.603 Air Travel

Notwithstanding Article 22.601, where an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

- (a) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (b) The Employer 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".
- (c) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

22.604 Standard "Lump Sum" Amount Option

Notwithstanding any/all contrary provision(s) of this Article, where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance "lump sum" amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

22.605 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.

22.606 Termination of Employment

Notwithstanding any/all contrary provision(s) of this Article, 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.

ARTICLE 23.000 - WORKING CONDITIONS

23.100 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.

23.101 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.

23.102 Personal Protective Equipment

The employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear. The Employer shall provide, at no cost to the employee, safety headgear and all other items of personal protective equipment required pursuant to WSBC regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an employee's pay cheque if such equipment is not returned. Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.

- 23.103** (a) Employers shall be permitted to refuse work to any Employee who does not fulfil such provisions as stipulated in Article 23.100.
- (b) Notwithstanding Article 8.200, if an Employee is refused work in accordance with Article 23.103 (a), the Employer shall be required to pay the Employee only for actual time worked, if any.

23.200 Safety

- 23.201** 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.
- 23.202** An Employee may refuse to perform work where, in such Employee's opinion, adequate safety precautions have not been provided.
- 23.203** (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 23.203 (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.
- 23.204** (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.
- 23.205** (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.

Article 23.205 is intended to govern any plastering mixers or plastering machines of any type when used inside a building.

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

- 23.207** (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.

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

23.300 **General Conditions**

23.301 **Telephone**

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

23.302 **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.

23.303 **Harassment**

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

23.304 Discrimination

The Parties agree that discrimination under the prohibited grounds of the BC Human Rights Code shall not be tolerated within the open and inclusive craft building trades construction industry.

23.400 Drug and Alcohol Testing

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

ARTICLE 24.000 - EMPLOYEE SUPPLIED TOOLS

24.100 Required Tools

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

24.102 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

24.103 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 24.102, shall include the following:

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

24.104 If an Employee does not have the basic tools required in accordance with Articles 24.102 and 24.103, the Employer may supply and charge such tools to the Employee at cost.

24.200 Tool Insurance**24.201 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.

24.202 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.

24.203 Affidavit of Loss

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

24.300 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.

ARTICLE 25.000 - GRIEVANCE PROCEDURE

25.100 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.

25.200 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.

25.300 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:

25.301 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.

25.302 If a grievance has not been resolved in accordance with Article 25.301 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.

25.303 If the Parties are unable to resolve a dispute within ten (10) working days from when a formal grievance is filed in writing as set out in Article 25.302, then the dispute shall

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

- 25.304** 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.).
- 25.305** Matters to be dealt with under Article 25.300 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.
- 25.306** Notwithstanding Article 25.303, the parties may, at their discretion, mutually agree that instead of appointing a three (3) person arbitration panel they shall instead appoint a single arbitrator.
- (a) Such single arbitrator shall be selected by mutual agreement of the parties.
 - (b) Article 25.304 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 panel shall be appointed in accordance with Article 25.303.

ARTICLE 26.000 - EXTENT OF AGREEMENT

This Agreement shall govern only industrial work which is within the work jurisdiction of the plasterer and which is being performed by bargaining unit members who are employees of the Employer on a project. The work jurisdiction of the plasterer shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan. This agreement shall not be applicable outside the province of British Columbia.

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

26.100 **Independent Agreement(s)**

The Plasterers Local 919 Poly Party Standard ICI Agreement by and between the Union and CLR may not be used for the purpose contemplated by Article 26.101.

- 26.101** 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 favorable, 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.

- 26.102** CLR shall notify the Union, in writing, prior to any Employer(s) implementing such more favorable wages and/or terms and/or conditions.

26.200 Confirmation of Signatory Contractors

- 26.201** 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.
- 26.202** 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.
- 26.203** 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.

26.300 Copies of Agreements

- 26.301** 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.
- 26.302** The Union shall also provide CLR with a list of all Employers signatory to such other Agreement(s) as per the terms of Article 26.200.
- 26.303** Article 26.300 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.

26.400 Savings Clause

- 26.401** 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.
- 26.402** 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.
- 26.403** (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 25.000, 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.

26.500 Enabling

In recognition of the close working relationship on projects between the Union and other BCYT and/or BCBCBTU affiliates, the parties acknowledge the need for enabling relief to be generally consistent. As a result, the parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the parties also acknowledge the individual autonomy of OPCMIA Plasterers Local 919, and agree that nothing herein shall be interpreted as an agreement to restrict that autonomy in any way.

26.501 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.

26.502 If the Union decides such special dispensation as provided for in Article 26.501 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.

26.503 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.

26.600 Registration of Agreement

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

ARTICLE 27.000 - MULTI-EMPLOYER CERTIFICATIONS

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.

ARTICLE 28.000 - STRIKES AND LOCKOUTS

28.100 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.

28.200 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.

- 28.300** 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.

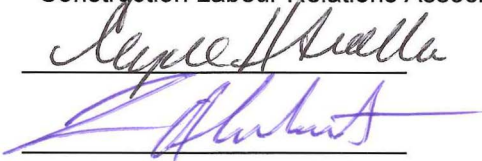
ARTICLE 29.000 - EFFECTIVE DATE AND DURATION

- 29.100** This Agreement shall be in full force and effect from and including May 1, 2016 to and including April 30, 2019, 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, 2019, 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.
- 29.200** 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.
- 29.300** 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

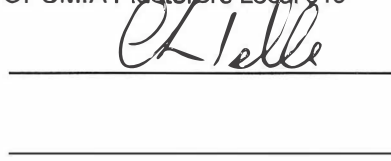
Dated this 22nd day of October, 2018.

Signed on behalf of:
Construction Labour Relations Association of BC



Dated this 22 day of October, 2018.

Signed on behalf of:
OPCMIA Plasterers Local 919



MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A1.1"
INDUSTRIAL

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

"Inside" Lower Mainland/Fraser Valley Effective May 01, 2017

				Employer Contributions									
Employee Classifications:	%	Base Rate	VP/SHP 12%	Benefit Plan	Group RRSP	OPCMIA Adv. Fund	CAF	AWCC	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Package
Journeyperson													
> Crew Leader (CL)	115%	48.27	5.792	2.55	1.760	0.100	0.13	0.05	0.02	0.01	0.01	n/a	58.692
> Certified (CJP)	100%	41.97	5.036	2.55	1.760	0.100	0.13	0.05	0.02	0.01	0.01	n/a	51.636
Plasterer Apprentice or Uncertified Plasterer (UP)													
> 6 th Term or Level 6	95%	39.87	4.784	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	49.108
> 5 th Term or Level 5	90%	37.77	4.532	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	46.756
> 4 th Term or Level 4	85%	35.67	4.280	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	44.404
> 3 rd Term or Level 3	80%	33.58	4.030	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	42.064
> 2 nd Term or Level 2	75%	31.48	3.778	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	39.712
> 1 st Term or Level 1	70%	29.38	3.526	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	37.360
Pre-Apprentice	45%	18.89	2.267	n/a	n/a	0.100	0.13	0.05	0.02	0.01	0.01	n/a	21.477

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A1.2"
INDUSTRIAL

Schedule "A1.2" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

"Inside" Lower Mainland/Fraser Valley												Effective May 01, 2018	
				Employer Contributions									
Employee Classifications:	%	Base Rate	VP/SHP 12%	Benefit Plan	Group RRSP	OPCMIA Adv. Fund	CAF	AWCC	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Package
Journeyperson													
> Crew Leader (CL)	115%	48.27	5.792	2.55	2.410	0.100	0.13	0.05	0.02	n/a	0.05	0.01	59.382
> Certified (CJP)	100%	41.97	5.036	2.55	2.410	0.100	0.13	0.05	0.02	n/a	0.05	0.01	52.326
Plasterer Apprentice or Uncertified Plasterer (UP)													
> 6 th Term or Level 6	95%	39.87	4.784	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	49.733
> 5 th Term or Level 5	90%	37.77	4.532	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	47.381
> 4 th Term or Level 4	85%	35.67	4.280	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	45.029
> 3 rd Term or Level 3	80%	33.58	4.030	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	42.689
> 2 nd Term or Level 2	75%	31.48	3.778	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	40.337
> 1 st Term or Level 1	70%	29.38	3.526	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	37.985
Pre-Apprentice	45%	18.89	2.267	n/a	n/a	0.100	0.13	0.05	0.02	n/a	0.05	0.01	21.517

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A2.1"
INDUSTRIAL

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

"Outside" Lower Mainland/Fraser Valley

Effective May 01, 2017

				Employer Contributions									
Employee Classifications:	%	Base Rate	VP/SHP 12%	Benefit Plan	Group RRSP	OPCMIA Adv. Fund	CAF	AWCC	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Package
Journeyperson													
> Crew Leader (CL)	115%	47.12	5.654	2.55	1.760	0.100	0.13	0.05	0.02	0.01	0.01	n/a	57.404
> Certified (CJP)	100%	40.97	4.916	2.55	1.760	0.100	0.13	0.05	0.02	0.01	0.01	n/a	50.516
Plasterer Apprentice or Uncertified Plasterer (UP)													
> 6 th Term or Level 6	95%	38.92	4.670	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	48.044
> 5 th Term or Level 5	90%	36.87	4.424	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	45.748
> 4 th Term or Level 4	85%	34.82	4.178	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	43.452
> 3 rd Term or Level 3	80%	32.78	3.934	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	41.168
> 2 nd Term or Level 2	75%	30.73	3.688	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	38.872
> 1 st Term or Level 1	70%	28.68	3.442	2.55	1.584	0.100	0.13	0.05	0.02	0.01	0.01	n/a	36.576
Pre-Apprentice	45%	18.44	2.213	n/a	n/a	0.100	0.13	0.05	0.02	0.01	0.01	n/a	20.973

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A2.2"
INDUSTRIAL

Schedule "A2.2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective May 01, 2018

				Employer Contributions									
Employee Classifications:	%	Base Rate	VP/SHP 12%	Benefit Plan	Group RRSP	OPCMIA Adv. Fund	CAF	AWCC	CIRP	JAPlan	BCBCBTU	D&A Policy	Total Package
Journeyperson													
> Crew Leader (CL)	115%	47.12	5.654	2.55	2.410	0.100	0.13	0.05	0.02	n/a	0.05	0.01	58.094
> Certified (CJP)	100%	40.97	4.916	2.55	2.410	0.100	0.13	0.05	0.02	n/a	0.05	0.01	51.206
Plasterer Apprentice or Uncertified Plasterer (UP)													
> 6 th Term or Level 6	95%	38.92	4.670	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	48.669
> 5 th Term or Level 5	90%	36.87	4.424	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	46.373
> 4 th Term or Level 4	85%	34.82	4.178	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	44.077
> 3 rd Term or Level 3	80%	32.78	3.934	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	41.793
> 2 nd Term or Level 2	75%	30.73	3.688	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	39.497
> 1 st Term or Level 1	70%	28.68	3.442	2.55	2.169	0.100	0.13	0.05	0.02	n/a	0.05	0.01	37.201
Pre-Apprentice	45%	18.44	2.213	n/a	n/a	0.100	0.13	0.05	0.02	n/a	0.05	0.01	21.013

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B1.1"
INDUSTRIAL

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

"Inside" Lower Mainland / Fraser Valley**Effective May 01, 2017**

	Employee Classifications								
Employer Contributions:	CL	CJP	6	5	4	3	2	1	PA
Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
Group RRSP	1.760	1.760	1.232	1.232	1.232	1.232	1.232	1.232	n/a
OPCMIA Plasterers Advancement Fund	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
AWCC	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
JAPlan	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
D&A Policy	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
* Total Employer Contributions	4.630	4.630	4.102	4.102	4.102	4.102	4.102	4.102	0.320
† Employee Deductions:									
Field Dues (Local + International)	1.530	1.530	1.320	1.320	1.320	1.320	1.320	1.320	0.630
BC Building Trades	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
* Total Employee Deductions	1.640	1.640	1.430	1.430	1.430	1.430	1.430	1.430	0.740
* Total Hourly Remittance									
ST	6.270	6.270	5.532	5.532	5.532	5.532	5.532	5.532	1.060
1.5x OT	9.405	9.405	8.298	8.298	8.298	8.298	8.298	8.298	1.590
2x OT	12.540	12.540	11.064	11.064	11.064	11.064	11.064	11.064	2.120

* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

† Employee deductions may be changed at the discretion of the Union upon providing CLR with sixty (60) calendar days' written notice.

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B1.2"
INDUSTRIAL

Schedule "B1.2" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

“Inside” Lower Mainland/Fraser Valley		Effective May 01, 2018								
		Employee Classifications								
Employer Contributions:		CL	CJP	6	5	4	3	2	1	PA
Cement Masons’ Welfare Trust Fund		2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
Group RRSP		2.410	2.410	2.169	2.169	2.169	2.169	2.169	2.169	n/a
OPCMIA Plasterers Advancement Fund		0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Contract Administration Fund		0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
AWCC		0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
Rehabilitation Plan		0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
JAPlan		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BCBCBTU		0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
D&A Policy		0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
* Total Employer Contributions		5.320	5.320	5.079	5.079	5.079	5.079	5.079	5.079	0.360
† Employee Deductions:										
Field Dues (Local + International)		1.560	1.560	1.350	1.350	1.350	1.350	1.350	1.350	0.630
BC Building Trades		0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Canadian Building Trades		0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
* Total Employee Deductions		1.670	1.670	1.460	1.460	1.460	1.460	1.460	1.460	0.740
* Total Hourly Remittance	ST	6.990	6.990	6.539	6.539	6.539	6.539	6.539	6.539	1.100
	1.5x OT	10.485	10.485	9.809	9.809	9.809	9.809	9.809	9.809	1.650
	2x OT	13.980	13.980	13.078	13.078	13.078	13.078	13.078	13.078	2.200

* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

† Employee deductions may be changed at the discretion of the Union upon providing CLR with sixty (60) calendar days' written notice.

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B2.1"
INDUSTRIAL

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

"Outside" Lower Mainland/Fraser Valley**Effective May 01, 2017**

Employer Contributions:	Employee Classifications								
	CL	CJP	6	5	4	3	2	1	PA
Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
Group RRSP	1.760	1.760	1.232	1.232	1.232	1.232	1.232	1.232	n/a
OPCMIA Plasterers Advancement Fund	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
AWCC	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
JAPlan	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
D&A Policy	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
* Total Employer Contributions	4.630	4.630	4.102	4.102	4.102	4.102	4.102	4.102	0.320
† Employee Deductions:									
Field Dues (Local + International)	1.500	1.500	1.290	1.290	1.290	1.290	1.290	1.290	0.630
BC Building Trades	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
* Total Employee Deductions	1.610	1.610	1.400	1.400	1.400	1.400	1.400	1.400	0.740
* Total Hourly Remittance	ST	6.240	6.240	5.502	5.502	5.502	5.502	5.502	1.060
	1.5x OT	9.360	9.360	8.253	8.253	8.253	8.253	8.253	1.590
	2x OT	12.480	12.480	11.004	11.004	11.004	11.004	11.004	2.120

* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

† Employee deductions may be changed at the discretion of the Union upon providing CLR with sixty (60) calendar days' written notice.

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B2.2"
INDUSTRIAL

Schedule "B2.2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley**Effective May 01, 2018**

	Employee Classifications								
<u>Employer Contributions:</u>	CL	CJP	6	5	4	3	2	1	PA
Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
Group RRSP	2.410	2.410	2.169	2.169	2.169	2.169	2.169	2.169	n/a
OPCMIA Plasterers Advancement Fund	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
AWCC	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.020
JAPlan	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BCBCBTU	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050	0.050
D&A Policy	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
* Total Employer Contributions	5.320	5.320	5.079	5.079	5.079	5.079	5.079	5.079	0.360
<u>† Employee Deductions:</u>									
Field Dues (Local + International)	1.530	1.530	1.320	1.320	1.320	1.320	1.320	1.320	0.630
BC Building Trades	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
Canadian Building Trades	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
* Total Employee Deductions	1.640	1.640	1.430	1.430	1.430	1.430	1.430	1.430	0.740
* Total Hourly Remittance	ST	6.960	6.960	6.509	6.509	6.509	6.509	6.509	1.100
	1.5x OT	10.440	10.440	9.764	9.764	9.764	9.764	9.764	1.650
	2x OT	13.920	13.920	13.018	13.018	13.018	13.018	13.018	2.200

* All Employer contributions and employee deductions shall be calculated on the basis of "hours earned".

† Employee deductions may be changed at the discretion of the Union upon providing CLR with sixty (60) calendar days' written notice.

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS

PAGE 1 of 2

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. 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).

6. 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.

7. 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.

8. 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).

9. 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

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS

PAGE 2 of 2

10. Hours Earned

Employer contributions and Employee deductions made on the basis of "hours earned" shall be calculated as follows:

- 1 straight time hour = 1 hour earned
- 1 time and one-half overtime hour = 1½ hours earned
- 1 double time overtime hour = 2 hours earned

11. Industrial Construction

Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for OPCMIA Plasterers Local 919.

12. LRB

British Columbia Labour Relations Board

13. Local Resident

A local resident shall be defined as any employee who resides within one hundred (100) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.

14. Lower Mainland/Fraser Valley

The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

15. OPCMIA

Operative Plasterers' & Cement Masons' International Association

16. 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.

17. Union

OPCMIA Local 919 and/or any other such OPCMIA Local as may be established whose members perform 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.

18. WorkSafe BC

Workers' Compensation Board of BC

APPENDIX "B" - LETTER OF UNDERSTANDING RE: AFFILIATION

BY AND BETWEEN: **OPCMIA Plasterers 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")**

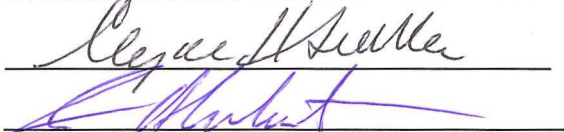
The parties agree that the following terms and conditions shall supercede any/all contrary provision(s), application, and/or interpretation of the Craft Plasterers Local 919 Standard Agreement. This Letter of Understanding shall be included within the Craft Plasterers Local 919 Standard Agreement and shall pertain thereto and be a part thereof. As a result, all relevant provisions of the Craft Plasterers Local 919 Standard Agreement (i.e. effective date and duration, grievance resolution procedure, etc.) shall apply to this Letter of Understanding.

- (1) The Union shall not restrict, in any way, an Employer's right to perform work on a project site whereon work falling within the jurisdiction of the plasterers masons is being performed by individuals who are not members of the Union. Where an Employer performs work on such a project site, regardless of whether the Employer is a subcontractor or merely working on the same site, the Union shall not exercise its non-affiliation clause or refuse to work on such project.
- (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 Craft Plasterers Local 919 Standard 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.

SIGNATURE OF PARTIES

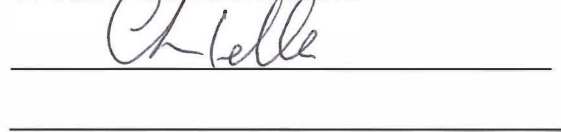
Dated this 22nd day of October, 2018.

Signed on behalf of:
Construction Labour Relations Association of BC



Dated this 22 day of October, 2018.

Signed on behalf of:
OPCMIA Plasterers Local 919



APPENDIX "C" - LIST OF SIGNATORY EMPLOYERS

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

The following employers have authorized CLR to bargain the newly named Craft Plasterers Local 919 Standard Agreement with OPCMIA Plasterers Local 919 and to sign such Agreement on their behalf.

1. Greer Contracting Ltd.