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No. OF EMPLOYEES	250
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THIS AGREEMENT dated for reference the 1st day of May, 1991.

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C., ON BEHALF OF ITS MEMBERS SET FORTH IN THE ATTACHED SCHEDULE "A" AND THOSE MEMBERS ADDED FROM TIME TO TIME BY MUTUAL AGREEMENT OF THE PARTIES.

(Hereinafter referred to as "THE EMPLOYER")

AND:

CONSTRUCTION & GENERAL WORKERS UNION, LOCAL 602,  
3542 Kingsway, Vancouver, B.C.

CONSTRUCTION & GENERAL LABOURERS UNION, LOCAL 1070,  
33 Eighth Avenue, New Westminster, B.C.

CONSTRUCTION & GENERAL LABOURERS UNION, LOCAL 1093,  
2750 Quadra Street, Victoria, B.C.

TUNNEL AND ROCK WORKERS UNION, LOCAL 168,  
#200 - 3550 Kingsway, Vancouver, B.C.

(PLASTERERS HELPERS SECTION)

IDENTIFY AGE WHEN SURVEYING FOR UPDATES  
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(Hereinafter referred to as "THE UNION")

CLAUSE 1 -- OBJECTS

1.01 The objects of this Agreement are to: stabilize the Construction Industry; provide fair and reasonable working conditions and job security for Employees in the Industry; promote harmonious employment relationships between Employers and Employees; provide mutually agreed methods 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; promote good public relations.

CLAUSE 2 -- UNION SHOP

2.01 Hiring



When Employees, including Foremen, are required only Union members having confirmation of dispatch from the Local Union shall be hired.

2.02 The Local Union shall be given at least forty-eight (48) hours' notice between Monday 9:00 a.m. and Friday 5:00 p.m. to complete the dispatch.

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**2.03** When Union members are not available in B.C. then the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Local Union and Tradesmen's qualifications.

**2.04** Employees hired under this part shall have fourteen (14) days in which to make application for membership in the Local Union, to become a member or be replaced by a Union member when available.

**2.05** When an Employee **suffers** a compensable injury he shall be entitled to re-employment with the same Contractor when **he** receives a clearance to return to work from his Doctor or the Workers' Compensation Board, providing the project is still in operation and there is work in his classification; however, should the Employer refuse employment, the Local Union, at the request of the Employee, may request the Employer to provide reasons for refusing to rehire.

**2.06** Should an Employee at any time cease to be a member in good standing of the Local Union under whose jurisdiction he is employed, the Employer shall, upon notification from said Local Union, discharge him forthwith.

**2.07** Each Local Union shall have the exclusive right to determine who is a member in good standing.

**2.08** Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trades Councils or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

**2.09** The Local Union **reserves** the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-Union workmen shall not be deemed to be a breach of this Agreement.

**REFERENCE:** Letter of Understanding re the second sentence of 2.09 on Commercial-Institutional Projects.

**2.10** The Union **reserves** the right to refuse to work with workmen who are not members of the signatory Local Union and who **are** performing work coming under the jurisdiction of the Labourers International Union of North America.

**2.11** The terms of this Agreement shall apply to all Sub-contractors or sub-contracts let by the Employer. The Employer agrees to engage only those Sub-contractors having an Agreement with the signatory Union prior to commencing work.

CLAUSE 3 -- WAGES AND EMPLOYER/EMPLOYEE CONTRIBUTIONS

**3.01** Industrial Construction  
 (Refer to Clause 24 for Definition 1)

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Wages

The following wage rates will be paid in respect to the occupation enumerated effective May 1, 1991 to April 30, 1994.

	<u>May 1/91</u>	<u>May 1/92</u>	<u>May 1/93</u>
Experienced Plasterers Helpers	22.32	23.56	TBA
Beginners, First Six (6) Months	21.47	22.66	TBA

Effective May 1, 1993, the monetary package shall be increased by the percentage change in the published Consumer Price Index for Vancouver (all items, 1986 = 100) for the month of February 1993, as compared to the Consumer Price Index for Vancouver for the month of February 1992. The increase shall be based on the total package as outlined in Point 2 of the June 13, 1991 Memorandum of Agreement between the Parties.

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Plaster Machine Operators to receive the equivalent of one (1) hour's pay per day extra.

A premium of sixty cents (\$0.60) per hour to be paid for all Swinging Scaffold Work.

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Contributions

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		<u>May 1/91</u>	<u>May 1/92</u>	<u>May 1/93</u>
Health & Welfare	**	1.47	1.54	TBA
Rehabilitation Fund		0.02	0.02	TBA
Labourers Advancement and Contract Administration Fund	**	0.29	0.29	TBA
Working Dues Deduction *	**	0.50	0.55	TBA
B.C.Y.T. Fund		0.04	0.04	TBA
Jurisdictional Assignment Fund		0.005	0.005	TBA
Health & Safety Program		0.02	0.02	TBA
Pension	**	2.01	2.26	TBA
<b>TOTAL</b>		<b>\$4.355</b>	<b>\$4.725</b>	<b>TBA</b>

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- Employee Deduction
- \*\* Hours Earned
- TBA Distribution to be determined at a later date.

Underground Premium

On industrial projects, Employees required to work underground shall receive prevailing rates plus ten percent (10%). This clause shall not apply to work performed within basements of buildings or open ditches.

Every Employee shall be given a statement of earnings and deductions together with his pay.

**3.02**      Commercial/Institutional Construction

On any projects where Union(s) Pension Funds are directly involved in financing or developing a project(s), the industrial rate of pay will apply, unless prior approval is given by the Union to have the wage rate set for the project. This will apply on all projects tendered after date of signing of the Agreement.

	<u>May</u> <u>1/91</u>	<u>Nov</u> <u>1/91</u>	<u>May</u> <u>1/92</u>	<u>Nov</u> <u>1/92</u>	<u>May</u> <u>1/93</u>
Experienced Plasterers Helpers	20.75	21.23	21.79	22.24	TBA
Beginners, First Six (6)Months	19.95	20.43	20.99	21.44	TBA

Effective May 1, 1993, the monetary package shall be increased by the percentage change in the published Consumer Price Index for Vancouver (all items, 1986 = 100) for the month of February 1993, as compared to the Consumer Price Index for Vancouver for the month of February 1992. The increase shall be based on the total package as outlined in Point 2 of the June 13, 1991 Memorandum of Agreement between the Parties.

Contributions

		<u>May</u> <u>1/91</u>	<u>Nov</u> <u>1/91</u>	<u>May</u> <u>1/92</u>	<u>Nov</u> <u>1/92</u>	<u>May</u> <u>1/93</u>
Health & Welfare	**	1.31	1.42	1.49	1.49	TBA
Rehabilitation Fund		0.02	0.02	0.02	0.02	TBA
Labourers Advancement and Contract Administration Fund	**	0.29	0.29	0.29	0.29	TBA
Working Dues Deduction •	**	0.42	0.42	0.45	0.45	TBA
B.C.Y.T. Fund		0.04	0.04	0.04	0.04	TBA
Jurisdictional Assignment Fund		0.005	0.005	0.005	0.005	TBA
Health & Safety Program		0.02	0.02	0.02	0.02	TBA
Pension	**	1.90	2.00	2.10	2.10	TBA
<b>TOTAL</b>		<b>4.005</b>	<b>4.215</b>	<b>4.415</b>	<b>4.415</b>	<b>TBA</b>

• Employee Deduction

\*\* Hours Earned

TBA Distribution to be determined at a later date.

Every Employee shall be given a statement of earnings and deductions together with his pay.

CLAUSE 4 -- PAYMENT OF WAGES AND EMPLOYER CONTRIBUTIONS

**4.01** Every Employer shall pay his Employees, in cash, his weekly wages on the job each Friday before quitting time. Employers, upon Union approval, may pay by ordinary cheque. There shall be no more than three (3) days holdback of Employees' wages. On out-of-town projects, holdback of wages will be set up by pre-job conference. Where it is mutually agreed to between the Union and the Employer, a bi-weekly payroll can be instituted.

**4.02** Timely payment of wages and contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:

- (a) The Union will advise the Employer within forty-eight (48) hours, in writing, of any delinquency.
- (b) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday and Sunday and Holidays, the Union may then request a meeting with the Employer or the President of C.L.R.A. or his Representative to provide for the payment of Funds.
- (c) Should the matter not be resolved at the above mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week or may require a ten percent (10%) penalty of the amount of late payment and/or upon twenty-four (24) hours' written notice to the Employer withdraw its members from the Employer without contravening the terms of this Agreement.

CLAUSE 5 -- DUES

**5.01** Dues Checkoff

The Employer will honour an Employee's written assignment of wages to the Union.

**5.02** The Employer will deduct any assigned amounts from the Employees' wages and pay the same to the Secretary of the Union by the fifteenth (15th) day of the month following such deductions.

CLAUSE 6 -- HEALTH AND WELFARE PLAN

**6.01** The Employer shall make contributions to the Labourers Medical and Benefit Plan of B.C. at the hourly rate outlined below for each hour for which wages are earned hereunder to each Employee within the scope of this Agreement.

Industrial Construction

May 1, 1991	\$1.47
May 1, 1992	\$1.54
May 1, 1993	TBA

Commercial/Institutional Construction

May 1, 1991	\$1.31
November 1, 1991	\$1.42
May 1, 1992	\$1.49
November 1, 1992	\$1.49
May 1, 1993	TBA

6.02 Such contributions shall be paid prior to the fifteenth (15th) day of the month following the month in which such hours were accumulated and shall be accompanied by a "Remittance Report" in a form prescribed and supplied by the Board of Trustees. Each monthly report and contribution shall include all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month. Such contributions shall be made by cheque payable to the Labourers Medical and Benefit Plan of B.C. at par.

CLAUSE 7 -- PENSION PLAN

7.01 The Employer shall make a Pension contribution, in trust, to the Labourers Medical and Benefit Plan of B.C. at the hourly rate outlined below for each hour for which wages are earned.

Industrial Construction

May 1, 1991	\$2.01
May 1, 1992	\$2.26
May 1, 1993	TBA

Commercial/Institutional Construction

May 1, 1991	\$1.90
November 1, 1991	\$2.00
May 1, 1992	\$2.10
November 1, 1992	\$2.10
May 1, 1993	TBA

7.02 Such contributions shall be paid prior to the fifteenth (15th) day of the month following in which such hours were accumulated and shall be accompanied by a Remittance Report supplied by the Union.

CLAUSE 8 -- VACATION AND STATUTORY HOLIDAY PAY

8.01 Vacation and Statutory Holiday pay shall be combined and shall be accrued at the rate of twelve percent (12%) of gross earnings and paid at least once every month. An Employee may take up to three (3) weeks' annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

8.02 Method of Payment of Above

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(a) The annual holiday payment, for purposes of calculation, shall be six percent (6%) of gross earnings and shall be paid to the Employee with each pay period. Annual holidays shall be at a time mutually arranged between the Employer and the Employee.

'b) The Statutory Holiday payment, for purposes of calculation, shall be six percent (6%) of gross earnings and shall be paid to the Employee with each pay period. *53/140*

**8.03** The recognized holidays are: New Year's Day, the third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding B.C. Day, B.C. Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any such day as may be declared a Public Holiday by the Federal and/or Provincial Governments. No work will be performed on Labour Day. All work performed on Statutory Holidays shall be paid for at double time rates. *37.0*

**8.04** When a Statutory Holiday falls on a Saturday and/or Sunday, the following regular work day or days will be observed.

**CLAUSE 9 -- WORKING DUES CHECKOFF**

**9.01** Effective the dates shown below, working dues shall be deducted from each Employee covered by this Agreement for each hour earned and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made.

Industrial Construction

May 1, 1991	\$0.50
May 1, 1992	\$0.55
May 1, 1993	TBA

Commercial/Institutional Construction

May 1, 1991	\$0.42
November 1, 1991	\$0.42
May 1, 1992	\$0.45
November 1, 1992	\$0.45
May 1, 1993	TBA

**9.02** Each member shall submit a written authorization to his Employer as a condition of employment as may be required by his Employer.

**9.03** Remittances shall be made in accordance with the forms provided by the Union.

**CLAUSE 10 -- JOB STEWARDS**

**10.01** Job Stewards shall be recognized on all jobs and shall not be discriminated against. All Job Stewards shall be appointed by the Business Manager of the Local Union, and the Employer shall be notified in writing. The Job Superintendent or Foreman shall be notified by the Union of the name or names of such Job Stewards, and in the event of a layoff or reduction in work force, such Job Stewards shall, at all times, be given preference of continued employment until completion of the work, unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties. *26/A*

**10.02** The Union shall be notified, in writing, within forty-eight (48) hours if a Job Steward is discharged for cause and such cause shall be stated in the reasons.

**10.03** Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or Foreman; however, in no way will he interfere with the men during working hours unless permission is granted.

**10.04** The Employer's Representative on site shall provide the Union Business Representative with the names of his Employees covered by the scope of this Agreement.

**CLAUSE 11 -- HOURS OF WORK**

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**11.01** Seven and one-half (7 1/2) hours shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m. Thirty-seven and one-half (37 1/2) hours shall constitute a week's work from 7:00 a.m. Monday to 4:30 p.m. Friday inclusive. All work done outside the regular hours to be considered overtime and paid for at double the straight time rate.

**11.02** On Commercial/Institutional Construction work, one (1) hour overtime per day, Monday through Friday, will be allowed at time and one-half (1 1/2) the straight time rate of pay.

**Flexibility of Hours (Commercial/Institutional Construction)**

**11.03** On projects involving two (2) or more trades, the hours of work shall be determined by the prime contractor after consultation with the Unions involved and the sub-contractors.

**11.04** On single trade projects the contractor shall determine the hours of work after consultation with the appropriate Union.

**11.04** The foregoing arrangements shall be made within the following parameters:

- (a) The regular work day shall be seven and one-half (7-1/2) hours and one-half (1/2) hour mid-shift lunch break (eight (8) hours, plus one-half (1/2) hour mid-shift lunch break for those trades having same as the established work day). Such hours may be established as a continuous period anywhere between the hours of 7:00 a.m. and 5:00 p.m. in the regular work day without penalty.
- (b) Exceptions to the above starting times may be made for concrete pouring and finishing jointly, use of cranes and pumping equipment etc. on the understanding that such exceptions or variations are established at the outset of the job or project and are not subject to changes on a day to day basis. Such exceptions must be established between the hours of 7:00 a.m. and 5:00 p.m.
- (c) Where arrangements have been made regarding the work day as outlined above, such arrangements will supersede any possible conflicting terms of the existing agreements during the term of this Agreement.
- (d) Once established as above, there will be no further change unless there is further consultation with the respective parties.

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Call Out Time

**11.05** Where a man is called out for work and no work is performed, he shall be paid four (4) hours.

1. On regular shifts at straight time.
2. On Saturdays, Sundays and Statutory Holidays at the prevailing overtime rates.
3. Where a man is called out for work at any time and work is performed, he shall be paid a minimum of:
  - (a) On regular shifts, four (4) hours at straight time.
  - (b) On overtime days, four (4) hours at the prevailing overtime rates.

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**11.06** The Employer shall pay to every Employee covered by this Agreement who works in excess of four (4) hours and less than seven and one-half (7 1/2) hours in any one (1) shift, at least seven and one-half (7 1/2) hours' wages for each such shift, provided the Employee is available for work.

**11.07** Shift Work

In cases of necessity shift work may be allowed, providing these shifts continue for three (3) consecutive days. Each shift will have an entirely new crew. Shift work will be paid at straight time. Recognized shifts are as follows:

(a) Afternoon Shift:

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4:30 p.m. to 11:30 p.m. to be classified as one (1) shift. (Lunch time of one-half (1/2) hour to be absorbed by the Employer.)

(b) Night Shift:

11:30 p.m. to 6:00 a.m. to be classified as one (1) shift. (Lunch time of one-half (1/2) hour to be absorbed by the Employer.)

Special Jobs

**11.08** On domestic and commercial work in occupied buildings, afternoon and night shifts will be permitted if it is not possible to constitute a shift for three (3) consecutive days. Such afternoon or night shifts must not necessarily conform to regular working hours for afternoon and night shifts, but are to conform to the requirements of the Building Owner. The Employer must notify the Union both prior to commencement and upon completion of work under this Section. It is recognized that occasionally shifts must be changed in order to conform to Building Owner requirements. It is understood, however, that the provisions of this Clause shall only apply when Plasterers are working under the "Special Jobs" provision of their Agreement.

**11.09** Payment for shifts under these "Special Jobs" provisions will be eight and one-half (8 1/2) hours' straight time pay for seven and one-half (7 1/2) hours' straight time work.

CLAUSE 12 -- PROJECT BREAKDOWN

12.01 When work on projects is discontinued due to Employer's equipment breakdown, scaffold or material shortages, Employees shall receive not **less** than four **(4)** hours' employment during morning breakdown and employment for the full shift, should the breakdown occur during the afternoon.

12.02 For work stoppages and breakdowns beyond the control of the Employer, the Employee will be paid only for the hours worked.

CLAUSE 13 -- TRANSPORTATION

13.01 Hiring and Termination

When upon commencing employment on a job men are required to travel to the job, they shall receive from the Employer the cost of transportation from the transportation terminal nearest to the Employee's domicile, including meals, travelling time and a sleeper, if night travel is necessary.

NOTE: Employees hired for out-of-town projects from the Vancouver -- New Westminster Metropolitan Area, as defined in Clause **13.16(a)**, shall be paid fares on public transport from their home to the bus or rail terminal for departure which shall be: for air transport, the Airline Limousine Depot in Vancouver; for rail transport, the depot concerned; for ferry and bus transport, the Vancouver Bus Depot; travel time will commence one-half (1/2) hour prior to scheduled departure from the depot concerned.

13.02 If an Employee voluntarily quits when having been on the job less than fifteen **(15)** calendar days, the cost of transportation to the job shall be deducted by the Employer.

13.03 If an Employee is terminated (not for cause), takes sick, is injured or leaves the **job** for authentic compassionate grounds, cost of return transportation, meals and a sleeper, if night travel is necessary, and travel time shall be paid by the Employer.

13.04 If an Employee quits or is discharged when having been on the job thirty **(30)** calendar days, return transportation, meals, travelling time and a sleeper, if night travel is necessary, shall be paid by the Employer. Travel time shall be paid in accordance with **13.05**.

13.05 Subject to the same conditions as govern transportation, seven and one-half (7-1/2) hours' pay at straight time will be paid out of every twenty-four **(24)** hours or portion thereof travelled. When the time required to travel to the job, check in and receive accommodation is less than seven and one-half (7-1/2) hours, the Employee may be required to work until seven and one-half (7-1/2) hours have elapsed since his departure from his place of domicile.

13.06 If the Employer fails to provide work and requires an Employee to stand by for more than **two (2)** consecutive shifts, the Employee, at his option, shall be deemed to have been laid off, and the cost of return transportation, meals and a sleeper, if night travel is necessary, and travel time shall be paid by the Employer.

13.07 Call out time without work does not constitute work provided.

13.08 Men dispatched to jobs before jobs are ready will be paid waiting time at the regular rate until the job starts or have their transportation paid return.

## Periodic Leave

**13.09** On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first-class transportation and expenses to the point of departure and back to the job.

**13.10** The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week or a number of days mutually agreed between the Employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an Employee receive leave unless he actually returns to his place of departure. Living-out-allowance shall not be paid during leave periods. (See Appendix "B" - Letter of Interpretation).

### **13.11** Cities, Towns or Villages

On all jobs situated within five (5) road miles of the centre of any incorporated city, town or village, in or near to which a member is residing, such member will travel daily to and from such jobs at no cost to the Employer. On jobs situated beyond five (5) road miles from such centres in which the Employee is a local resident, the Employee will receive sixty cents (\$0.60) per mile each way up to a distance of twenty (20) miles (or a total of twenty-five (25) road miles from such centre). All additional mileage to jobs beyond twenty-five (25) road miles from such centre will be paid at the rate of seventy cents (\$0.70) per mile each way for such additional mileage to reimburse the Employee for daily travel allowance and daily travel time.

**13.12** As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage and operated in compliance with Workers' Compensation Board Regulations, it being understood that in such an event, a marshalling point or points will be established at a place or places agreed to by the Union, (prior to commencement of the project) within the five (5) mile distance called for above and that the time spent in travelling to and from such marshalling point or points to the job site will be done during the regular hours and while the Employee is on the payroll.

### **13.13** Camps

Where camps are maintained, it is understood and agreed that time of departure from the marshalling point in the camp area and return to that point on conclusion of work, excluding the lunch period, shall be paid at the prevailing rate, i.e., inside normal hours at straight time; outside normal hours at the prevailing overtime rate.

**13.14** The matter of provision of transport shall be at the Employer's discretion.

**13.15** As an alternative to the foregoing where camp accommodation is a motel, hotel or similar, a daily allowance to cover transportation and travel time may be mutually agreed upon by the parties signatory to this Agreement. Vehicles used to transport workmen shall be approved passenger vehicles conforming to public transit standards and operated in compliance with Workers' Compensation Board Regulations.

### **13.16** Metropolitan Travel Areas

In lieu of payment for local transportation costs and regardless of the member's place of residence within the area, each Employer shall pay an additional amount of seventy-five cents (\$0.75) per hour to each member employed within the following areas:

(a) Vancouver - New Westminster Metropolitan Area

The Metropolitan Free Travel Zone includes: Vancouver, Burnaby, New Westminster, Annacis Island, the area extending to the exterior boundaries of West Vancouver, North Vancouver, University area, Richmond, Delta, White Rock, Surrey, Coquitlam and continuing in a direct line from the northern boundary of Coquitlam to Indian Arm.

(b) Victoria Metropolitan Area

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

(c) Vernon, Kelowna, Penticton Metropolitan Areas

The Metropolitan areas are twenty-five (25) road miles from the centre of Vernon, Kelowna and Penticton. In addition to the twenty-five (25) mile zone, it is agreed that members living in Vernon will travel to the city of Kelowna; members living in Kelowna will travel to the cities of Vernon and Penticton; members living in Penticton will travel to the city of Kelowna for no additional cost to the Employer over and above the Free Zone Rate.

When members are travelling through and beyond the immediately adjacent Metro Zone City, Travel Compensation will begin at the boundary of the Travel Zone where he has residence.

(d) Nanaimo Metropolitan Area

The Metropolitan area shall be twenty-five (25) road miles from the Nanaimo City Hall.

**13.17** It is agreed that the creation of the Vernon, Kelowna, Penticton and Nanaimo Free Zones have no bearing on members employed under Room and Board conditions.

CLAUSE 14 -- ROOM AND BOARD

**14.01** The following room and board conditions shall apply to all Employees with the exception of Local Residents as defined in Section **14.13** of this Clause:

**14.02** On jobs where camps are provided, except where otherwise arranged at a pre-job conference, room and board shall be supplied in camps seven (7) days a week, at no cost to the Employee. Camp accommodations, when supplied, shall meet all standards and requirements of the B.C. and Yukon Building and Construction Trades Councils Camp Rules, **1987 - 1997**, as submitted to the Association and attached hereto.

**14.03** Any Employee may refuse to live in accommodations which do not meet the above standards.

**14.04** On jobs where camps are not provided, Employees who are not local residents where the work is being performed shall receive first class room and board seven (7) days a week, supplied and paid for by the Employer. An acceptable standard of room and board shall be agreed upon by the Union and the Employer. The standard agreed upon shall be equivalent to the B.C. and Yukon Building and Construction Trades Councils Camp Rules, **1987 - 1997**.

**14.05** Board shall consist of three (3) meals per day, with a hot meal to be served at least two (2) hours or less immediately preceding the starting time of the shift and not more than one (1) hour immediately after completion of a shift.

**14.06** On graveyard and afternoon shifts only, the mid-shift bagged lunch will not be considered as a meal provided under this Section. This provision will apply only where Employees are accommodated in camp.

**14.07** Employees shall receive a hot meal at the noon lunch break, provided they are able to do so within the time limits allowed; if at all possible, the time limit shall be extended up to one (1) hour by mutual agreement as provided in Clause 11.

**14.08** It is understood that special transportation need not be provided at lunch time. They shall also be entitled to a hot meal if they are working with a crew who are receiving a hot lunch.

**14.09** Camps

Where a camp is provided, then Employees shall occupy such camp. Where the Employer provides other accommodations which are up to standards of the B.C. and Yukon Building and Construction Trades Councils' Camp Rules, 1987 - 1997 conditions, Employees shall stay at such accommodations.

**14.10** Living Out Allowance

In the event it is agreed that a living out allowance be paid, it shall be mutually agreed between the Employer and the Union and shall include cost of board and room and any daily travel allowances involved.

**14.11** Any Employee who is living in accommodation provided by the Employer may, on any weekend, vacate or check out of such accommodation, and the Employer shall pay him twelve dollars (\$12.00) per day where Employees are accommodated in camps and fifteen dollars (\$15.00) where Employees are accommodated in hotels/motels. The Employee must turn in his meal tickets or sign a check out in advance.

**14.12** 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.

**14.13** A local resident shall be defined as an Employee who has resided at a permanent address within twenty-five (25) miles by the shortest road route of the job for a period of sixty (60) days prior to commencement of the project.

**14.14** Where an Employee has moved into an area to work on a job or project and his employment has been terminated and the said Employee does not remain in the area sixty (60) days after termination to qualify as a local resident and the said Employee is hired by the aforementioned Employer or new Employer, the said Employee will be treated as a non-resident for all purposes and conditions of this Agreement.

CLAUSE 15 -- WORKING CONDITIONS

15.01 Lunch periods shall be at mid-shift.

15.02 Two (2) breaks of ten (10) minutes each shall be taken in a work shift. Time of first work break shall be at one-quarter (1/4) of the scheduled shift or as near that period as possible; the second work break shall be at three-quarters (3/4) of the scheduled shift or as near that period as possible.

15.03 Essential protective clothing, with exception of rain wear, shall be supplied at no cost to the Employee.

15.04 The Employer will provide the Employee a termination slip on termination which shall state the reason for the Employee's termination and whether or not he is eligible for rehire.

15.05 Adequate time will be allowed prior to quitting time for picking up tools.

15.06 A lock-up shall be provided for Employees for drying clothes and dressing room as well as lunch room. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept clear of building material and other construction paraphernalia.

15.07 No Employee will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.

15.08 At least one (1) hour's notice of termination with pay will be given by the Employer. The Employee shall use this time to gather his personal belongings and tools together and attend to matters dealing with his termination.

15.09 The Employer shall allow time off work without pay for any man who is serving on a Union Committee or for purpose of serving as a Union delegate to any Conference or function, provided that this can be done without cost to the Employer. Any Employee who acts within the scope of the above paragraph shall not lose his job or be discriminated against for so acting.

15.10 The starting time of the Employees shall be from the designated lock-up.

15.11 Employees requiring off-site medical attention which necessitates no return to work on that day or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift.

15.12 One (1) Beginner shall be allotted on jobs where three (3) or more Plasterers Helpers are employed.

15.13 In the event of a layoff, experienced Helpers shall be kept on the job in preference to Beginners.

15.14 Experienced Plasterers Helpers shall maintain their Hods, which are supplied by the Contractors. All ladders used by the Plasterers Helpers shall be so built that rungs will be spaced at not more than eight (8) inches.

*CBK*  
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*W/C*

**15.15** A telephone(s) shall be made available to all members at all times for emergency purposes for incoming and outgoing messages and that incoming messages shall be relayed immediately.

**15.16** Where running tap water is not available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets will be supplied.

#### CLAUSE 16 -- ACCIDENT PREVENTION

**16.01** It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Board Act. All equipment, tools and material must conform and be utilized in conformity with applicable provincial and or federal regulations, acts and laws. Employer safety rules and regulations shall be complied with, provided they are not inconsistent with the above mentioned.

**16.02** It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that does not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by the W.C.B. Regulations may be considered cause for dismissal.

**16.03** Any Employee may refuse to work where, in his opinion, adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to drive or operate such vehicle or equipment if, in his opinion, there is any reasonable doubt as to the safety of the unit or if he feels it is improperly loaded. He may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.

**16.04** The Employer will supply all safety hats on a charge-out basis at cost, such cost to be deducted from the Employees' earnings and refunded at such time as the Employee returns such equipment to the Employer in reasonable condition, subject to wear and tear.

**16.05** The Head Job Steward, or where there is a Safety Committee, a Union Representative of this Committee shall accompany the Compensation Board Inspector on all project inspections.

**16.06** Copies of the Minutes of Safety Meetings shall be forwarded promptly each month to the Local Union Office.

#### CLAUSE 17 -- GRIEVANCE PROCEDURE

**17.01** It is the spirit and intent of this Agreement as contained in Clause 1 -- Objects, to resolve all Employee or Employer grievances promptly and wherever possible within the Industry.

**17.02** If during the term of this Agreement there should arise any difference between the parties to or the persons bound by this Agreement concerning interpretation, application, operation or any alleged violation hereof or concerning discharge of any Employee which may be alleged to be unjust and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:

**17.03** The Job Steward or Business Agent of the Union shall first discuss the difference with the Foreman, Superintendent or the Employer, in that order, in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, excepting that

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p. 21

in the matter of discharge such grievance must be submitted, in writing, within ten **(10)** days occurrence, or in every case the matter shall be deemed to be waived.

**17.04** However, the foregoing time limits will not apply where there has been a failure to pay fully amounts due to Funds specified in this Agreement or to remit deductions from workmen as provided for in this Agreement.

**17.05** It is intended that the failure of the Employer to make the requisite contributions to be made on behalf of the Employees as provided elsewhere in this Agreement may be claimed by the Employees at any time.

**17.06** The Employer shall only remain liable for Health and Welfare and similar Funds as provided for in this Agreement on behalf of the sub-contractor for a period of forty **(40)** days after completion of the sub-contract.

**17.07** In the event any grievance is not resolved within seven **(7)** days it may, if mutually agreed, be referred in writing and heard by the Industry Grievance Panel as provided for in the Labourers Standard Agreement, or if the parties fail to agree that the grievance is to be referred to the Industry Grievance Panel, then each party shall within five (5) days appoint a member to a Board of Arbitration. The two **(2)** appointees shall within five **(5)** days of appointment agree upon a person to act as Chairman, but failing to do so within this time they shall jointly request the Minister of Labour for British Columbia to appoint such Chairman.

**17.08** The Board of Arbitration shall, within ten **(10)** days or such extended period as may be mutually agreed by the parties, hear the parties and render a decision which shall be final and binding. The fees and expenses of the Chairman of the Board of Arbitration shall be borne equally by the parties to the grievance.

**17.09** In the event a matter of discharge has not been referred to the Industry Grievance Panel or to an Arbitration Board within seven **(7)** days of its receipt, in writing, then the matter shall be deemed to be waived.

#### CLAUSE 18 -- B.C. JURISDICTIONAL WORK ASSIGNMENT PLAN

**18.01** Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will renegotiate such provision or provisions and all other provisions shall not be affected thereby.

**18.02** The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.

**18.03** The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.



**18.04** The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.

**18.05** The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

**18.06** Jurisdictional Assignment Plan Fund

- (a) One-half cent (.005) per hour for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form provided for in this collective agreement for each hour of work performed by each Employee covered by this Agreement.
- (b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.
- (c) It is agreed that the target date for implementation of the Plan shall be November 1, 1977. At the conclusion of one (1) year of operation, the Trustees of the Plan will make a general financial review, and should the funding require modification the Trustees will inform all parties of any agreed upon change together with the effective date of the modification. It is agreed that the decision of the Trustees shall be final and binding upon all parties.

**CLAUSE 19 -- LABOURERS ADVANCEMENT AND CONTRACT ADMINISTRATION FUND**

**19.01** The Employer shall contribute at the hourly rates outlined below for each hour for which wages are earned to the Labourers Medical and Benefit Plan of B.C. This amount shall be remitted to the British Columbia Labourers Advancement and Contract Administration Fund.

Industrial/Construction

May 1, 1991	\$0.29
May 1, 1992	\$0.29
May 1, 1993	TBA

Commercial/Institutional Construction

May 1, 1991	\$0.29
November 1, 1991	\$0.29
May 1, 1992	\$0.29
November 1, 1992	\$0.29
May 1, 1993	TBA

CLAUSE 20 -- REHABILITATION FUND

**20.01** The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour of work performed by each Employee covered by this Agreement to the B.C. Construction Industry Rehabilitation Fund in accordance with procedures established for the remittance of Trust Funds as per the Remittance Report.

CLAUSE 21 -- B.C.Y.T. FUND

**21.01** The Employer shall make contributions at the rate of four cents (**\$0.04**) per hour for each hour of work performed by each Employee covered by this Agreement to the British Columbia and Yukon Territory Building and Construction Trades Council Fund in accordance with the Remittance Report.

CLAUSE 22 -- HEALTH AND SAFETY PROGRAMME

**22.01** It is agreed that the Construction Industry Health & Safety Programme, as agreed between the Bargaining Council of B.C. Building Trades Unions and Construction Labour Relations Association of B.C., shall be appended hereto and shall form a part hereof.

CLAUSE 23 -- MULTI-EMPLOYER CERTIFICATION CLAUSE

**23.01** It is agreed that the parties to this specific Agreement, including C.L.R.A., its member contractors and the specific Employer of this Agreement shall co-operate in and support in every way the institution, at the initiative of the Union, of multi-Employer certification in accordance with Section **40** of the Industrial Relations Act.

**23.02** It is further agreed that such multi-Employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July/80) status quo between trades.

CLAUSE 24 -- INDUSTRIAL CONSTRUCTION

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

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

**24.03** Any and all work performed on an industrial project will be performed under the Industrial sector, unless otherwise covered by a separate agreement.

CLAUSE 25 -- COMPETITIVE CONSIDERATION CLAUSE

**25.01** The Union, in conjunction with Employers bidding work in the respective areas, may determine on a job-by-job basis if special dispensation is required to become competitive, and should the necessity arise, may, by mutual agreement and in writing, amend or delete any terms or conditions of the Agreement for the length of the job.

CLAUSE 26 -- SAVINGS CLAUSE

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

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

CLAUSE 27 -- TECHNOLOGICAL CHANGE

**27.01** It is understood and agreed that during the first six (6) months of the Agreement the parties will meet and in accordance with Section 74 of the Industrial Relations Act of B.C. negotiate a Clause on Technological Change to become part of the Agreement.

CLAUSE 28 -- DURATION

**28.01** This Agreement shall be in full force and effect from and including May 1, 1991 to and including April 30, 1994 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months and not less than two (2) months immediately preceding the date April 30, 1994 or immediately preceding the last day of April in any year thereafter by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

**28.02** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Company shall give notice of lockout or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

**28.03** The operation of Section 66(2) of the Industrial Relations Act of B.C. is hereby excluded.

SIGNED THIS \_\_\_ DAY OF \_\_\_\_\_, 1991.

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF B.C.

CONSTRUCTION & GENERAL WORKERS  
UNION, LOCAL 602

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CONSTRUCTION & GENERAL LABOURERS  
UNION LOCAL 1070

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CONSTRUCTION & GENERAL LABOURERS  
UNION LOCAL 1093

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TUNNEL & ROCKWORKERS UNION  
LOCAL 168

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APPENDIX A

MEMORANDUM OF AGREEMENT

AUGUST 31, 1982

BY AND BETWEEN:

THE BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

B.C. CONSTRUCTION HEALTH AND SAFETY PROGRAMME

We support a comprehensive Health and Safety Programme for the B.C. Construction Industry. Such programme will be funded through a two cents (\$0.02) per hour contribution to the B.C. Construction Industry Health and Safety Fund, commencing September 1, 1982, to accomplish the following objectives:

1. The B.C. Construction Industry Health and Safety Council, as established, shall employ a director and other personnel deemed necessary to develop and administer a comprehensive health and safety programme for the Construction Industry and provide the necessary assistance to any Employee or Employer group(s).
2. Provide safety information to all Employees and Employers to increase safety awareness.
3. Develop and implement safety courses to be available to Safety Committee members, **job** stewards, foremen, general foremen and Employers.
4. Develop a programme to provide for the proper identification of toxic and/or carcinogenic substances on construction sites and provide instructions for the safe handling of such substances to protect the health and safety of all workers.
5. The implementation of "tool box" meetings and establishment of formats and guidelines for conducting such meetings which will be held on a timely basis dictated by the nature and complexity of the work or project.
6. Develop, print and distribute safety handbooks and information for Safety Committee members, job stewards, supervisory and management personnel.
7. Provide guidelines for conducting regular Safety Committee meetings, the frequency of the Safety Committee meetings to be determined by the chairman and secretary of the **jobsite** Safety Committee and to be scheduled accordingly.
8. Implement on all construction sites, to which Section 4.02 of the W.C.B. Industrial Health and Safety regulations apply, a standardized format (see attached) for minutes of the regular Safety meetings.

*W.S. 3/9.15*

To address immediately the serious concern for health and safety in the construction industry both in the long and short term, we propose the following programme in addition to the preceding programme:

1. Jointly approach the Minister of Labour and the W.C.B. for implementation of the B.C. Construction Industry Safety Inquiry recommendations.
2. The B.C.Y.T.-B.C.T.C. and C.L.R.A. of B.C. will immediately appoint equal number of representatives to the B.C. Construction Industry Health and Safety Council.
3. Jointly approach the W.C.B. for funding.

Safety is a joint **Employer/Employee** concern. Neither group will be able, in isolation, to achieve a safe work place since each is dependent upon the other.

This represents a full commitment by both parties to pursue and co-operate in any and all reasonable avenues to accomplish the joint objective of providing a safe work environment.

Notwithstanding the foregoing, it is expressly agreed and recognized that the above programme is not intended or implied to abrogate the construction industry Employers' responsibility for health and safety as defined by the W.C.B. Act and the Industry Health and Safety Regulations.

It is also agreed that an appropriate Trust Deed between B.C.Y.T.-B.C.T.C. and C.L.R.A. of B.C. be agreed on to govern the B.C. Construction Industry Health and Safety Fund and the above programme be appended to and be part of the appropriate Building Trades Collective Agreements.

#### STANDARD FORMAT FOR SAFETY MEETINGS

- (a) Date, time of commencement and adjournment.
- (b) Name, address and phone number of prime contractor.
- (c) Location and phone number of project.
- (d) Members of committee present (note chairperson and secretary). List of Names with spaces for Occupation, Name of Contractor and Company Crew Size.
- (e) Contractors or trades not represented (Name and Contractor or Trade).
- (f) Minutes of previous meeting read.
- (g) Report of dispensation of previous recommendations.
- (h) Accidents or injuries investigated since previous meeting.
- (i) Weekly jobsite meeting report.
- (j) Any unsafe conditions per Workers' Compensation Board inspection or observation report read into minutes, including the date, report number and name of inspector.

(k) First Aid Report

The attendant's name, grade and number. Report of injuries since previous meeting.

(l) Accidents or injuries requiring further investigation.

(m) Member's reports of unsafe conditions identifying the problem, corrective action and responsibility.

(n) Work schedule projections.

(o) Other business.

(p) Date of next meeting.

(q) Secretary's signature.

APPENDIX B

LETTERS OF INTERPRETATION/UNDERSTANDING

BY AND BETWEEN:

BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS on behalf of all affiliates as specified in the Memorandum of Agreement

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA on behalf of its members

RE: PERIODIC LEAVE - TURNAROUND

1. The phrase "Out-of-Town Projects" contained within the various periodic leave or turnaround clauses shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hours' travel, including ferry travel, to the transportation terminal nearest the Employee's domicile. 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) days to be arranged between the Employee and Employer, subject to the same qualifiers provided in the periodic or turnaround clauses.

2. Employees qualifying for leave shall be returned to the transportation terminal nearest the Employee's domicile, except members from other locals or out of province Employees who shall return to the point of dispatch within the province of B.C.

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

4. The interpretation of periodic or turnaround clauses as noted above shall not be used to interpret any other clause or clauses contained within the various Building Trades collective agreements.

RE: RESERVATIONS CLAUSE - COMMERCIAL-INSTITUTIONAL

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.  
(on Behalf of the Signatory Employers)

AND:

CONSTRUCTION AND GENERAL WORKERS' UNION LOCAL 602  
CONSTRUCTION AND GENERAL LABOURERS' UNION LOCAL 1070  
CONSTRUCTION AND GENERAL LABOURERS' UNION LOCAL 1093  
AND THE TUNNEL AND ROCK WORKERS, UNION LOCAL 168  
(All in the Province of British Columbia)

The Parties agree, for the term of this Agreement, Clause 2.09 of the current Agreement be amended by the suspension of the words, "Refusal on the part of the Union members to work with non-Union workmen shall not be deemed to be a breach of this Agreement".

The Union may reinstitute the full provisions of (2.09) by notifying the Employer not later than fifteen (15) days prior to the bid closing on any job.

This amendment is not to be misconstrued to include any work falling within the Union's jurisdiction.

Dated this 25th day of June, 1991.

RE: 1993 WAGE INCREASE  
COMMERCIAL/INSTITUTIONAL SECTION

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.  
(on Behalf of the Signatory Employers)

AND:

CONSTRUCTION AND GENERAL WORKERS, UNION LOCAL 602  
CONSTRUCTION AND GENERAL LABOURERS' UNION LOCAL 1070  
CONSTRUCTION AND GENERAL LABOURERS' UNION LOCAL 1093  
AND THE TUNNEL AND ROCK WORKERS' UNION LOCAL 168  
(All in the Province of British Columbia)

The undersigned agree that this Letter of Understanding, appended as part of the Plasterers' Helper Agreement, provides that:

Effective May 1, 1993, the monetary package shall be increased by the percentage change in the published Consumer Price Index for Vancouver (all items, 1986 = 100) for the month of February 1993, as compared to the Consumer Price Index for Vancouver for the month of February 1992. The increase shall be based on the total package as outlined in Point 2 of the June 13, 1991 Memorandum of Agreement between the Parties.

Dated this 25th day of June, 1991.