

# **Plasterers Standard ICI Agreement**

**By and Between:**

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

(Hereinafter referred to as the "Union")

**And:**

**Construction Labour Relations  
Association of British Columbia**

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

(Hereinafter referred to as the "Employer")

**May 1, 2000 to April 30, 2004**

# **Plasterers Standard ICI Agreement**

**By and Between:**

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

**(Hereinafter referred to as the "Union")**

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**May 1, 2000 to April 30, 2004**

**Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

**Refer to Appendix "B" for definitions and abbreviations application to this Agreement.**

**ARTICLE 1.000 - OBJECT**

The object of this Agreement is 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 DESCRIPTION**

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, and/or

**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**Allowable Reasons

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**~~Excentions~~

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**3.201** The application of Article 3.102 shall be waived for the term of this Agreement on all Commercial/Institutional Construction projects. This waiver shall not be misconstrued to include any work falling within the Union's work description.

**3.202** Notwithstanding Article 3.201, the Union may trigger the use of Article 3.102 by notifying the Employer not later than fifteen (15) calendar days prior to the tender closing on any project.

### ARTICLE 4.000 - SUB-CONTRACTING

4.100 The Employer shall not sub-contract any work coming within the OPCMIA work description unless the sub-contractor is also signatory to this Agreement.

4.200 The Employer shall notify the Union when work within the OPCMIA's work description is to be sub-contracted.

4.300 The Employer shall, prior to the commencement of the sub-contracted work within the OPCMIA's work description, provide the Union with the name of the firm or person to whom the work has been sub-contracted. This Article shall not be applicable unless the sub-contracted work to be performed is of more than two (2) working days duration.

### ARTICLE 5.000 - MANAGEMENT RIGHTS

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

### 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 (a) Only one (1) partner, shareholder, and/or principal of an Employer may work with the tools of the trade.

(b) Any additional partners, shareholders, and/or principals of such Employer who work with the tools of the trade shall be classified as an Employee, and as such shall be required to be a Union member.

6.103 Notwithstanding Article 6.102, if the Employer is a single person firm and employs no Employees under the terms of this Agreement, and such person is performing work within the Union's work description, such Employer shall be required to be a Union member.

#### 6.200 Hiring

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

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

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withheld

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

### 6.300 Classification and Availability of Employees

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

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

### 6.400 Termination of Employment

#### 6.401 Lay Off Notice

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

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

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

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

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

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

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

## ARTICLE 7.000 - WAGE SCHEDULES AND PREMIUMS

### 7.100 General Conditions

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### 7.101 Metro Travel and/or Local Travel

Wage schedules do not include any travel related allowance(s) which may be applicable. Refer to Article 22.000.

### 7.102 Pension Fund Projects

The Union reserves the right to apply the Industrial Construction wage schedule to any Commercial/Institutional Construction project on which Union(s) pension funds are directly involved in the financing or development thereof, by notifying all Employers tendering said project not later than fifteen (15) working days prior to the tender closing.

### 7.200 Industrial Construction

7.201 (a) Refer to Appendix "B" for Industrial Construction definition, and to Article 7.100 for General Conditions which may also be applicable.

(b) (i) All work performed on Industrial Construction projects shall be performed under the Industrial Construction wage schedule unless otherwise mutually agreed to, in writing, by the Union and CLR.

(ii) 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.

### 7.202 Wage Schedule

Employers shall pay straight time hourly wage rates to Employees on Industrial Construction projects in accordance with the following schedule:

Crew Leader	31.17
Journeyman	27.71
Apprentices: A6 (90%)	24.94
A5 (80%)	22.17
A4 (70%)	19.40
A3 (60%)	16.63
A2 (55%)	15.24
A1 (50%)	13.86
Pre-Apprentice (40%)	11.08

### 7.300 Commercial/Institutional Construction

Refer to Commercial/Institutional Construction Blanket Enabling Letter of Understanding for provisions which supercede those contained within Article 7.300.

7.301 Refer to Appendix "B" for Commercial/Institutional Construction definition, and to Article 7.100 for General Conditions which may also be applicable.

### 7.302 Wage Schedule

Employers shall pay straight time hourly wage rates to Employees on Commercial/Institutional projects in accordance with the following schedule:

Crew Leader	29.26
Journeyman	26.01
Apprentices: A6 (90%)	23.41

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A5 (80%)	20.81
A4 (70%)	18.21
A3 (60%)	15.61
A2 (55%)	14.31
A1 (50%)	13.01
Pre-Apprentice (40%)	10.40

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

7.402 Swing Stage Premium

Article 7.402 shall not be applicable for the term of this Agreement.

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

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

8.100 Payment of Wages

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

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and/or Records of Employment can be answered by the BC office(s) of the Employer.

### 8.200 Call Out Notice

8.201 If an Employee reports to work and is not required, such Employee shall receive two (2) hours pay at the otherwise applicable hourly wage rate, unless:

- (a) work is stopped by inclement weather and/or for reasons beyond the control of the Employer, and/or
- (b) the Employer gave such Employee adequate notice not to report to work.

8.202 The term "adequate notice", as used in Article 8.201 (b), shall be defined as one (1) hours notice prior to starting time when the Employee is accommodated in a camp, and two (2) hours notice prior to starting time in all other situations. Such notice may be made by telephone or radio.

### 8.300 Project Breakdown

8.301 If work on a project is discontinued due to a breakdown of the Employer's equipment, or as a result of a scaffold or material shortage, the Employee shall be paid at the otherwise applicable hourly wage rate for:

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

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

### 8.400 Wage Bond

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

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

### 8.500 Payroll Failure

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

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

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

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



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ARTICLE 9.000 - ANNUAL VACATION AND STATUTORY HOLIDAYS

9.100 Annual Vacation Pay and Statutory Holiday Pay

9.101 Journeypersons and Apprentices

Refer to Commercial/Institutional Construction Blanket Enabling Letter of Understanding for provisions which supercede those contained within Article 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%).

9.102 Pre-Apprentices

Annual vacation pay of four percent (4%) and statutory holiday pay of four percent (4%) shall be combined in an amount equal to eight percent (8%).

9.103 The amounts specified in Articles 9.101 and 9.102 shall:

- (a) include any additional statutory holiday(s) which may be declared by the federal and/or provincial government, and
- (b) 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.

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

9.200 Annual Vacation

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

9.300 Statutory Holidays

9.301 Industrial Construction Projects

The following statutory holidays shall apply to Industrial Construction projects:

New Year's Day, Heritage Day (3<sup>rd</sup> Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, B.C. Day, Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other such day as may be declared a statutory holiday by the federal or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

9.302 Commercial/Institutional Construction Projects

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

On Commercial/Institutional Construction projects, Heritage Day (3<sup>rd</sup> Monday in February) and the Friday preceding Labour Day may be floated, and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between

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the Employer and the Employee.

9.303 All Projects

All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day, except where safety to life or property makes it necessary and permission from the Union has been obtained.

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 Premium

A Crew Leader shall be paid a minimum of one (1) hours pay at the Journeyperson straight time hourly wage rate, per day, in addition to the Journeyperson straight time hourly wage rate.

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ARTICLE 11.000 - APPRENTICES

11.100 General Conditions

11.101 Apprentices shall be employed in accordance with the provisions of the *Industry Training Authority Act*, and the parties agree to observe all provisions of such *Act*.

11.102 Apprentices shall be registered with and indentured through the PJAAC.

11.103 All matters pertaining to apprenticeship training, and/or the Plasterers apprenticeship program shall be governed by the PJAAC.

11.104 If a disagreement arises between an Apprentice and an Employer, either party may, in an effort to resolve such disagreement, submit the matter to the PJAAC for consideration. The decision of the PJAAC shall be final and binding.

11.200 Apprenticeship Training Program

11.201 Duration of Apprenticeship

(a) The standard apprenticeship term for a Plasterer Apprentice shall be three years, consisting of six (6) terms of six (6) months per term, and shall include three (3) terms of schooling.

(b) Such requirements may be modified upon unanimous agreement of the PJAAC.

(c) The following designations shall be used for Apprentices:

- A1 First Term 1st six (6) months
- A2 Second Term 2nd six (6) months
- A3 Third Term 3rd six (6) months
- A4 Fourth Term 4th six (6) months
- A5 Fifth Term 5th six (6) months
- A6 Sixth Term 6th six (6) months

11.202 Plaster Trade Qualification (TQ) Exam

(a) An Apprentice shall write the Plasterer TQ exam upon completion of his apprenticeship.

(b) If an Apprentice receives a passing grade on such exam, such Apprentice shall be classified as a Journeyman and shall be paid accordingly.

(c) (i) If an Apprentice does not receive a passing grade on such exam, such Apprentice shall continue to work as a sixth term Apprentice, and shall be paid accordingly.

(ii) Such Apprentice shall be provided additional opportunities to write the Plasterer TQ exam. However, if such Apprentice has not received a passing grade on the exam after working for one (1) additional year following the date he first wrote the exam, such Apprentice shall be reviewed by the PJAAC and a decision reached with respect to whether or not such Apprentice should be classified as a Journeyman. Such decision shall be final and binding.

11.203 Probationary Period

(a) Upon original hire, each Apprentice shall be subject to a two (2) month probationary period, during

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which time such Apprentice shall be evaluated by the Employer and/or the PJAAC.

- (b) Upon successful completion of the probationary period, or at such earlier time as may be directed by the PJAAC, the Apprentice shall become a Union member.

11.204 Supervision

An Apprentice shall work under the supervision of a Journeyman throughout the first two (2) years of his apprenticeship.

11.300 Ratios

11.301 Each Employer shall be allowed to employ one (1) Apprentice, plus one (1) additional Apprentice for every four (4) Journeymen regularly employed.

11.302 If an Employer employs four (4) or more Journeymen, such Employer shall also employ a minimum of one (1) Apprentice if requested to do so by the PJAAC. Such request shall not be made unless indentured Apprentices are available.

11.400 Wages

Refer to Commercial/Institutional Construction Blanket Enabling Letter of Understanding for provisions which supercede those contained within Article 11.400.

11.401 The straight time hourly wage rate for an Apprentice shall be based on a percentage of the applicable Journeyman straight time hourly wage rate. Refer to Articles 7.200 and 7.300.

11.402 The hourly wage rate of an Apprentice shall not be altered without the consent of the PJAAC.

11.500 Employment Conditions

11.501 An Apprentice shall work with the tools of the trade and shall only perform work within the Union's work description. Refer to Article 2.000.

11.502 The Employer shall ensure that an Apprentice receives experience in all facets of the trade, and is not confined to performing only a limited aspect of the work within the Union's work description during the course of his apprenticeship.

11.503 The Employer shall supply Apprentices with the necessary tools, as required, during the first year of his apprenticeship.

11.600 Transferring of Apprentices

11.601 An Apprentice shall not be permitted to transfer from one (1) Employer to another without the mutual consent of both Employers and the Union.

11.602 An Employer may transfer an Apprentice to another Employer, but such Apprentice shall return at the discretion of the original Employer upon three (3) working days notice.

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)

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calendar days of hire and pay Union dues.

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

12.201 A Pre-Apprentice shall receive a straight time hourly wage rate equivalent to forty percent (40%) of the applicable Journeyman straight time hourly wage rate.

12.202 A Pre-Apprentice shall receive annual vacation pay of four percent (4%) and statutory holiday pay of four percent (4%) in accordance with Article 9.100.

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

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

### **12.300 Advancement to Apprenticeship Program**

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

### **12.400 General Conditions**

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

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

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

#### 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.

### ARTICLE 14.000 - MONTHLY REMITTANCES AND RATE CALCULATIONS

#### 14.100 Monthly Remittances

14.101 The Employer shall remit to the Union all Employer contributions and Employee deductions required in accordance with this Agreement, on behalf of those Employees working under the terms of this Agreement.

14.102 Such remittance shall be made by a single payment, accompanied by an Operative Plasterers' Remittance Report, and shall be received by the Union not later than the fifteenth (15th) day of the month following that month for which such payment is payable.

14.103 (a) The Union shall declare an Employer delinquent if the Union has not received said Employer's remittance by the twenty-second (22nd) day of the month following that month for which such payment is payable.

(b) If the Union declares an Employer delinquent in accordance with Article 14.103 (a), the Union shall notify the Employer, in writing, of such delinquency.

(c) If the Employer fails to respond within forty-eight (48) hours, exclusive of Saturdays, Sundays and statutory holidays, of receipt of such notification of delinquency, the Union shall have the right to:

(i) Demand payment of a penalty in the amount of ten percent (10%) of the delinquent payment.

(ii) Withdraw its members from the delinquent Employer until such time as all monies owing have been paid in full.

(iii) Require the Employer to post a suitable bond. Such bond shall not be of an amount exceeding a three (3) month average of remittances for such Employer, and shall

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be returned to the Employer, along with any interest earned, after six (6) consecutive months have elapsed without such Employer having again been declared delinquent.

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

14.201 The Union and CLR shall mutually agree upon all mathematical calculations involving the calculation of:

- (a) the breakdown of the monetary package,
- (b) Crew Leader, Apprentice an/or Pre-Apprentice hourly wage rates, and
- (c) all other Employee classifications and/or premiums requiring calculation.

14.202 The Union and CLR shall also mutually agree on the format of an Operative 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 - HEALTH AND WELFARE PLAN

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

### 15.100 Employer Contribution

15.101 The Employer shall contribute one dollar and fifty-one cents (\$1.51) per hour worked to the Cement Masons' Health & Welfare Trust Fund in the manner set forth in Article 14.100. Effective August 14, 2002 such contribution shall be increased to one dollar and seventy-one cents (\$1.71) per hour worked and effective May 1, 2003 such contribution shall be increased to one dollar and eighty cents (\$1.80) per hour worked.

15.102 Notwithstanding Article 15.101, the May 1, 2003 Employer contribution of one dollar and eighty cents (\$1.80) per hour shall apply only to projects tendered from May 1, 2003 onward. The August 14, 2002 Employer contribution of one dollar and seventy-one cents (\$1.71) per hour shall continue to apply to projects tendered prior to May 1, 2003.

Note to Employers: Refer to Appendix "C" for important information regarding the application of Article 15.102.

### 15.200 Increase to Employer Contribution

15.201 If the Trustees of the Cement Masons' Health & Welfare Trust Fund decide that an increase in the Employer contribution to the Fund is necessary, the appropriate amount shall be deducted from the wage package.

15.202 Notwithstanding Article 15.201, the Union shall provide the Employer with a minimum of thirty (30)

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calendar days written notice, unless otherwise mutually agreed to, in writing, by the Union and CLR, before such increase shall become effective.

ARTICLE 16.000 - GROUP RRSP

16.100 Employee Deduction

16.101 The Employer shall deduct fifty cents (\$0.50) per hour worked from each Employee's pay cheque, and shall remit such deduction to the Group RRSP in the manner set forth in Article 14.100.

16.102 (a) The Union may, at its discretion, increase the amount of the Group RRSP Employee deduction.

(b) Notwithstanding Article 16.102 (a), the Union shall provide the Employer with a minimum of thirty (30) calendar days written notice, unless otherwise mutually agreed to, in writing, by the Union and CLR, before such increase shall become effective.

16.200 Employer Contribution

Effective on projects tendered from May 1, 2003 onward, the Employer shall contribute forty-one cents (\$0.41) per hour to the Group RRSP in the manner set forth in Article 14.100. No contribution shall be required on projects tendered prior to May 1, 2003.

Note to Employers: Refer to Appendix "C" for important information regarding the application of Article 16.200.



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ARTICLE 17.000 - INDUSTRY FUNDS

17.100 PJAAC Fund

17.101 The Employer shall contribute two cents (\$0.02) per hour worked to the PJAAC Fund in the manner set forth in Article 14.100.

17.102 (a) The parties agree to monitor funding of the apprenticeship program, and should such funding become insufficient to properly maintain the apprenticeship program, to have the PJAAC initiate an examination of the matter and make recommendations as considered appropriate.

(b) Furthermore, the parties agree that upon approval of the PJAAC, any decision to increase the Employer contribution to the PJAAC Fund shall become effective the first day of the month following such agreement, with no vote of signatory contractors required.

17.200 Trade Union Council Funds

17.201 BCYT Fund

The Employer shall contribute five cents (\$0.05) per hour worked to the BCYT Fund in the manner set forth in Article 14.100.

17.202 BCBCBTU Fund

(a) Effective June 15, 2002, the Employer shall contribute one cent (\$0.01) per hour worked to the BCBCBTU Fund in the manner set forth in Article 14.100.

(b) Notwithstanding Article 17.202 (a), such requirement shall continue only for as long as the BCBCBTU structure continues to exist pursuant to the *Labour Relations Code*.

17.300 BC Jurisdictional Assignment Plan

17.301 The Employer shall contribute one and one-half cents (\$0.015) per hour worked to the BC Jurisdictional Assignment Plan in the manner set forth in Article 14.100. Effective June 14, 2002 such contribution amount shall be reduced to one cent (\$0.01) per hour worked.

17.302 The BC Jurisdictional Assignment Plan, as agreed to by and between CLR and the BCYT, shall be binding upon the parties.

17.400 Rehabilitation Plan

17.401 The Employer shall contribute two cents (\$0.02) per hour worked to the BC Construction Industry Rehabilitation Plan in the manner set forth in Article 14.100.

17.402 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 AWCC Promotional Fund

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

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17.502 (a) The Union shall collect all Employer contributions made to the AWCC Promotional Fund in accordance with Article 17.501, 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.

### **17.600 Contract Administration Fund**

17.601 The Employer shall contribute eleven cents (\$0.11) per hour worked, inclusive of GST, to the Contract Administration Fund in the manner set forth in Article 14.100. CLR may alter this amount by providing the Union with sixty (60) calendar days written notice.

17.602 (a) The Union shall collect all Employer contributions made to the Contract Administration Fund in accordance with Article 17.601, 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.

### **17.700 British Columbia Construction Industry Health & Safety Council**

17.701 Pursuant to the April 24, 2002 Overall Memorandum of Settlement (OMS), signed by and between CLR and the BCBCBTU, the provisions for funding the BC Construction Industry Health & Safety Council shall be deleted, effective January 1, 2001, and the Council shall be wound up as soon thereafter as possible.

17.702 The existing monies in the BC Construction Industry Health & Safety Fund (after the resolution of all BC Construction Industry Health & Safety Council debts) will be provided to the BCBCBTU for health and safety training. All monies must be distributed in accordance with the Societies Act of BC.

17.703 Notwithstanding Articles 17.701 and 17.702, and/or any other contrary provision of this Agreement, the terms and conditions of Article 17.500 of the 1994-1998 Plasterers' Standard Agreement shall continue to apply through December 31, 2000.

## **ARTICLE 18.000 - UNION DUES**

### **18.100 Employee Deduction**

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18.101 The Employer shall deduct Union Dues from every Journeyman, Apprentice, and/or Pre-Apprentice employed.

18.102 The Employer shall also deduct arrears and initiation fees as directed and deemed necessary by the Union.

18.103 Such deductions shall be remitted in the manner set forth in Article 14.100.

### 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*. Refer to Appendix "A".

### 18.300 Written Authorization

18.301 Each Employee shall submit a written authorization for such deductions to their Employer as a condition of employment.

18.302 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

Article 19.101 shall supercede any/all contrary provisions of this Agreement until the ratification of the next Plasterers Standard ICI Agreement.

19.101 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.

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

19.202 Article 19.202 shall supercede any/all contrary provisions of this Agreement until the ratification of the next Plasterers Standard ICI Agreement.

(a) On Industrial Construction projects, the first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

(b) On Commercial/Institutional Construction projects, the first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All other

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overtime shall be paid at double time.

### 19.300 Compressed Work Week

19.301 A compressed work week of four (4) days per week may be established by mutual agreement between the Employer and the Union.

19.302 If a compressed work week is established in accordance with Article 19.301, and work is performed on a fifth day, such work shall be paid for at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

19.303 If a compressed work week is established in accordance with Article 19.301, and work is performed on a sixth day, such work shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate.

### 19.400 Meal Breaks

19.401 (a) A one-half (½) hour meal break shall be provided during each working shift, at approximately the middle of such shift.

(b) Such break shall not be considered as time worked.

19.402 (a) A second meal break of not less than one-half (½) hour shall be provided to any Employee who is required to work a shift in excess of ten (10) hours.

(b) The second meal break shall be considered as time worked, and shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate.

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

### 19.500 Rest Periods

19.501 Two (2) rest periods of not more than ten (10) minutes each shall be allowed during each working shift.

19.502 Notwithstanding Article 19.501, no Employee shall leave the project site during a rest period unless permission to do so has been granted by the Employer.

19.503 (a) If a working shift is to be ten (10) hours, a third ten (10) minute rest period shall be allowed at the end of eight (8) hours.

(b) If a second meal break is provided in accordance with Article 19.402, a third rest period shall not be taken. However, additional ten (10) minute rest periods shall be allowed two (2) hours after the second and all subsequent meal breaks.

19.504 The timing of rest periods shall be mutually agreed to by the Employer and the Union, but shall not interfere with the general work pattern.

### 19.600 Starting and Stopping Times

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

### 19.602 Industrial Construction

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

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### 19.603 Commercial/Institutional Construction

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

## ARTICLE 20.000 - SHIFTS

### 20.100 Premiums

Article 20.100 shall supercede any/all contrary provisions of this Agreement until the ratification of the next Plasterers Standard ICI Agreement.

Three (3) consecutive work days shall constitute a shift (afternoon shift and night shift). Shift premiums shall be paid on the basis of:

Day Shift: Eight (8) hours pay for eight (8) hours work

Afternoon Shift: Eight (8) hours pay for seven and one-half (7½) hours work

Night Shift: Eight (8) hours pay for seven (7) hours work

### 20.200 Definitions

#### 20.201 Day Shift

The regular working shift shall be as stipulated in Article 19.100.

#### 20.202 Afternoon Shift

An Afternoon Shift shall be defined as a shift commencing after 4:30 pm.

#### 20.203 Night Shift

A Night Shift shall be defined as a shift commencing after 11:30 pm.

### 20.300 Crew

Each shift shall have an entirely new crew.

ARTICLE 21.000 - OCCUPIED BUILDINGS

21.100 Variance of Hours

Notwithstanding any/all contrary provisions of this Agreement:

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

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

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

21.200 Notification

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

ARTICLE 22.000 - TRAVEL ALLOWANCES

Refer to Commercial/Institutional Construction Blanket Enabling Letter of Understanding for provisions which supercede those contained within Article 22.000.

22.100 Metropolitan Area Free Travel Zones

22.101 Metropolitan Area Travel Allowance

(a) In lieu of payment for local transportation costs and regardless of an Employee's place of residence, the Employer shall pay a metropolitan area travel allowance in the amount of seventy five cents (\$0.75) per hour in addition to the applicable hourly wage rate to any/all Employees employed within either the Vancouver - New Westminster Metropolitan Area or the Victoria Metropolitan Area.

(b) If an Employee receives compensation from the Employer for any other daily travel allowance and/or out of town travel expenses and/or room and board, such Employee shall not also be eligible to receive a metropolitan area travel allowance.

22.102 Vancouver - New Westminster Metropolitan Area

The Vancouver - New Westminster metropolitan area shall be defined as including: Vancouver, Burnaby, New Westminster, Annacis Island, the area extending to the exterior boundaries of West Vancouver, North Vancouver, University area, Richmond, Delta, Surrey, and Coquitlam and continuing in a direct line from the northern boundary of Coquitlam to Indian Arm.

22.103 Victoria Metropolitan Area

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The Victoria metropolitan area shall be defined as including: the area south and east of a line drawn from the mouth of Muir Creek to the height of land on the Malahat, including the Saanich Peninsula.

### 22.200 Projects Outside of Metropolitan Areas

22.201 The Employer shall pay an Employee, regardless of whether or not such Employee resides within one (1) of the two (2) metropolitan areas defined in Article 22.100, a daily travel expense of seventy cents (\$0.70) per mile, each way, from the boundary of the metropolitan area, when such Employee is employed on a project located outside of the metropolitan area and commutes to work daily.

22.202 Notwithstanding Article 22.201, if a project is located so close to the boundary of a metropolitan area that the daily travel expense which would otherwise be paid in accordance with Article 22.201 would total an amount less than what would otherwise have been received by the Employee if the project had been located within the metropolitan area, then subject to the pre-tender and/or pre-job mutual agreement between the Employer and the Union, the metropolitan area travel allowance shall be paid in lieu of the seventy cent (\$0.70) per mile daily travel expense.

### 22.300 Cities, Towns and Villages

22.301 An Employee shall receive a daily travel allowance for travel to and from a project on which such Employee is employed, to reimburse such Employee for travel costs and travelling time.

22.302 The amount of such daily travel allowance shall be based on the distance the project is from the centre of the incorporated city, town or village, in or nearest to which an Employee is a local resident (refer to Article 23.100 for definition), or is being accommodated, in accordance with the following schedule:

- (a) The first five (5) road miles travelled each day, each way:  
no payment
- (b) The next twenty (20) road miles travelled each day, each way:  
sixty cents (\$0.60) per mile
- (c) All additional road miles travelled each day, each way:  
seventy cents (\$0.70) per mile

### 22.400 General Conditions

22.401 The Employer reserves the right to determine whether a project is to be considered an out of town project, requiring room and board, or a daily travel project.

22.402 If, for any reason, the Employer requests an Employee to transport other workers to a project site in the Employee's personal vehicle, the Employer shall be responsible for any additional insurance costs which may be incurred as a result.

22.403 It shall not be a condition of employment for an Employee, at the direction of the Employer, to use his personal vehicle to transport the Employer's material and/or equipment.

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ARTICLE 23.000 - OUT OF TOWN PROJECTS

23.100 Local Residents

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

23.102 A local resident shall be defined as a Union member who has resided at a permanent address within eighty (80) 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, for a minimum of thirty (30) days prior to date of hire.

23.103 A local resident shall not be entitled to receive first class room and board, and/or living out allowance, and/or camp accommodation, provided by the Employer in accordance with Article 23.200.

23.200 Room and Board

The Employer reserves the right to determine whether a project is to be considered an out of town project requiring room and board, or a daily travel project.

23.201 First Class Room and Board

If an Employee is required to work on an out of town project, the Employer shall provide such Employee first class room and board for the full seven (7) day week.

23.202 Living Out Allowance

(a) An Employee shall not be entitled to receive living out allowance on any day such Employee does not work on his own accord.

(b) If it is necessary for an Employee to arrange his own room and board, the Employer shall pay such Employee living out allowance equivalent to reasonable living expenses for the full seven (7) day week, until the completion of the project.

23.203 Camp Accommodation

On projects where a camp is maintained, and an Employee is requested by the Employer to reside in such camp, such camp shall conform to the specifications contained within the applicable Construction Camp Rules and Regulations Agreement by and between BCYT and CLR.

23.300 Periodic Leave

23.301 (a) On out of town projects of over fifty (50) calendar days duration, a periodic leave shall be made available to Employees every forty (40) calendar days.

(b) Article 23.301 (b) shall supercede any/all contrary provisions of this Agreement until the ratification of the next Plasterers Standard ICI Agreement.

When leave is desired in accordance with Article 23.301 (a), an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.



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250 km to 500 km n/a \$ 100.00  
501 km to 750 km \$ 150.00 \$ 200.00  
751 km to 1,000 km \$ 200.00 \$ 250.00  
over 1,000 km \$ 250.00 \$ 325.00

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

23.302 (a) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.

(b) The timing of such periodic leave shall be decided by mutual agreement. In no event shall an Employee receive leave unless he actually returns to his point of departure. Living out allowances shall not be paid during leave periods.

23.303 (a) For the purposes of Article 23.300, the term "out of town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than three hundred and twenty (320) kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's domicile.

(b) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic leave.

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

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

23.306 Interpretations contained within Article 23.300 shall not be applied to any other provision contained within this Agreement.

### **23.400 Marshalling Points**

Article 23.400 shall supercede any/all contrary provisions of this Agreement until the ratification of the next Plasterers Standard ICI Agreement.

On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of thirty (30) minutes.

### **23.500 Travel to Out of Town Projects**

When an Employee, other than a local resident, is hired for work on an out of town project, such Employee shall receive from the Employer transportation fare, meals, and a sleeper or berth if required. In addition to the foregoing, the Employer also pay such Employee travel time in accordance with the following schedule.

**23.501** If less than four (4) hours are actually spent travelling, an Employee shall be paid only for actual hours travelled.

**23.502** If four (4) or more hours are actually spent travelling, an Employee shall be paid:

(a) the equivalent of a full shift, providing such Employee, upon arrival at the project, completes the

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remainder of such regularly scheduled shift if required to do so by the Employer, or

- (b) for actual hours travelled if such Employee, upon arrival at the project, does not complete the remainder of his regularly scheduled shift if required to do so by the Employer.
- (c) Notwithstanding Article 23.502 (b), the maximum travel time payable by an Employer to an Employee for travel in any twenty four (24) hour period shall not exceed the equivalent of one (1) full shift.

### **23.600 Qualifications for Travel Expenses and Travel Time**

**23.601 (a)** An Employee shall pay all transportation expenses incurred, and shall not be entitled to receive payment for travel time, if such Employee voluntarily quits, or is terminated by the Employer for just cause, after having worked on an out of town project for less than fifteen (15) days. This Article applies to transportation expenses and/or payment for travel time both to and from the project.

(b) If an Employee has already been paid by the Employer for transportation expenses incurred and/or travel time, and subsequently such Employee voluntarily quits, or is terminated by the Employer for just cause, after having worked on an out of town project for less than fifteen (15) days, the Employer may deduct such paid amounts from the Employee's pay cheque.

**23.602** The Employer shall pay an Employee for all transportation expenses incurred, to and from the project, and for travel time if required in accordance with Article 23.500, to and from the project, if such Employee:

(a) is terminated by the Employer for other than just cause, from an out of town project, or

(b) voluntarily quits, or is terminated by the Employer for just cause, after having worked on an out of town project for a minimum of thirty (30) days.

**23.603** The Employer shall pay an Employee for all transportation expenses incurred, to and from the project, and for travel time if required in accordance with Article 23.500, to the project only, if such Employee becomes ill, is injured, or leaves the project for authentic compassionate grounds.

**23.604** The Employer shall pay an Employee for all transportation expenses incurred, to the project only, and for travel time if required in accordance with Article 23.500, to the project only, if such Employee voluntarily quits, or is terminated by the Employer for just cause, after having worked on an out of town project for a period not less than fifteen (15) days, and not greater than twenty nine (29) days.

## **ARTICLE 24.000 - WORKING CONDITIONS**

### **24.100 Certifications and Personal Protective Equipment**

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

#### **24.101 Certifications**

Employees shall be responsible for ensuring they possess all health and safety related required certifications (e.g. Workplace Hazardous Materials Information System training, Record of Hearing Test. etc.) and that such certifications are valid. Proof of such certifications shall be

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provided to the Employer upon request.

### 24.102 Personal Protective Equipment

Employees shall be responsible for personally providing and utilizing the following, as required under regulations imposed by the WCB, and/or any other such body (i.e. federal, provincial, or municipal governments, etc.), having the authority to enact same:

- (a) clothing suitable for protection against the natural elements to which they may be exposed, and
- (b) all such personal protective equipment generally regarded as being the responsibility of the Employee. Such personal protective equipment shall include, but not be limited to, Canadian Standards Association (CSA) approved; gloves, safety headgear, and steel toed safety footwear complete with above ankle support.

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

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

### 24.200 Safety

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

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

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

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

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

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

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

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

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

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

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

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to an Employee who:

- (i) requires off-site medical attention which necessitates no return to work on that day, and/or
- (ii) is recommended to rest until the next day by a qualified industrial first aid attendant.
- (b) The Employer shall pay the equivalent of a full shift at the otherwise applicable hourly wage rate to an Employee who accompanies a fellow Employee to a hospital or other medical facility.
- (c) The Employer shall be responsible for providing an Employee with transportation to a hospital or other medical facility where such transportation is required.

### **24.300 General Conditions**

#### **24.301 Telephone**

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

#### **24.302 Drinking Water**

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

#### **24.303 Sexual Harassment**

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

## **ARTICLE 25.000 - EMPLOYEE SUPPLIED TOOLS**

### **25.100 Required Tools**

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

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

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

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

broad knives six (6) inches and smaller    sander  
mud pan      stilts

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gyproc knife      appropriate trowels

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

### **25.200 Tool Insurance**

#### **25.201 Coverage**

- (a) Employees are guaranteed that while employed on a job site, project, or place of business of the Employer, the Employees' tools shall be insured.
- (b) 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.
- (c) In the event of loss, the Employer agrees to replace the tools.

#### **25.202 Inventory List**

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

#### **25.203 Affidavit of Loss**

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

### **25.300 Tool Lockup**

**25.301** The Employer shall provide a suitable tool lockup, for the use of the Employees, on all projects.

**25.302** Such tool lockup shall be equipped with heat in the winter.

## **ARTICLE 26.000 - PLASTERERS JOINT ADVISORY AND APPRENTICESHIP COMMITTEE**

Article 26.000 shall be binding upon the Union, CLR, the AWCC, and all Employers signatory to this Agreement, regardless of whether such Employers are themselves members of the AWCC and/or CLR.

### **26.100 Structure**

**26.101** The Union and CLR shall establish a Plasterers' Joint Advisory and Apprenticeship Committee (PJAAC), which shall consist of:

- (a) Five (5) Employer representatives as follows:
  - (i) Three (3) Employers signatory to this Agreement, with such Employers to be appointed by CLR.
  - (ii) One (1) representative of the AWCC.
  - (iii) One (1) representative of CLR.
- (b) Five (5) members of the Union. with such members to be appointed by the Union.

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- 26.102 (a)** One (1) Employer representative shall be selected co-chair of the PJAAC by the Employer representatives, and one (1) Union representative shall be selected co-chair of the PJAAC by the Union representatives.
- (b)** The chair of the PJAAC shall alternate between the Employer representative co-chair and the Union representative co-chair on a meeting to meeting basis.
- (c)** The co-chair whose turn it is to not chair the PJAAC meeting shall be responsible for taking the minutes of said meeting.

### **26.200 Scope of Authority**

**26.201** The PJAAC shall be responsible for:

- (a)** all matters pertaining to apprenticeship training and/or Journey person upgrading,
- (b)** all matters arising out of the operation of this Agreement, and/or
- (c)** all other matters of interest to the trade.

- 26.202 (a)** The PJAAC shall have the power to make modifications, deletions, additions, and/or any such other change(s) as may be deemed necessary, to any Article(s) contained in this Agreement.
- (b)** Such power shall be not be exercised unless the PJAAC is required to respond to an emergency, and/or to a matter of critical importance arising within the trade, industry, or to the Union, and/or CLR, and/or an Employer signatory to this Agreement.
- (c)** A unanimous vote of the PJAAC shall be required before any change to this Agreement, as provided for in Article 26.202 (a), can be implemented.
- (d)** A change to this Agreement, as provided for in Article 26.202 (a), shall not be implemented until such time as an LOU, or such other document as may otherwise be mutually agreed to by the Union and CLR, has been duly prepared and signed by the Union and CLR.
- (e)** When an LOU has been duly prepared and signed in accordance with Article 26.202 (d), such LOU shall automatically be considered to be appended to this Agreement, and shall be binding on the Union, CLR, and all Employers signatory to this Agreement.
- (f)** Any LOU duly prepared and signed in accordance with Articles 26.202 (d) and (e), shall be effective as of the date of the unanimous vote of the PJAAC required in accordance with Article 26.202 (c), unless otherwise determined by the PJAAC.

### **26.300 Conduct of Business**

#### **26.301 Quorum**

A minimum of three (3) Employer representatives and three (3) Union representatives shall be required to constitute a quorum for the purposes of conducting PJAAC business.

#### **26.302 Voting**

- (a)** The Employer representatives and the Union representatives shall each be entitled to cast an equal number of votes on any and all matters and/or questions coming before the PJAAC.
- (b)** Unless otherwise specified, a majority of votes cast shall be required to decide any and all matters and/or questions coming before the PJAAC.

## **Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

### **26.303 Signing Authority**

Signing authority on all PJAAC financial accounts shall be as follows:

- (a) one (1) of either of two (2) Employer representatives, and
- (b) one (1) of either of two (2) Union representatives.

### **26.304 Scheduling of Meetings**

- (a) The PJAAC shall meet at least once every six (6) months, unless otherwise mutually agreed by the Union and CLR.
- (b) All PJAAC members shall receive a minimum of two (2) weeks written notice of all such meetings.

## **ARTICLE 27.000 - GRIEVANCE PROCEDURE**

### **27.100 Definition**

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

### **27.200 General Conditions**

**27.201** 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.

**27.202** Notice of any grievance shall be given to the Employer within thirty (30) calendar days of such grievance occurring.

### **27.300 Resolution Process**

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

**27.301** Where an Employee has a grievance, such Employee shall first either personally, or accompanied by such other person(s) as he may choose, discuss the grievance with the Crew Leader or project supervisor. If a resolution is reached, such resolution shall be considered final.

**27.302** If a grievance has not been resolved in accordance with Article 27.301 within seven (7) calendar days or such longer time as the parties may mutually agree to, or in instances of any other grievance, the particulars thereof shall be set out, in writing, by the party resorting to this procedure, and shall be delivered to the other party. Both parties shall then confer forthwith upon the matter, and if a resolution is reached, such resolution shall be considered final.

**27.303** If a resolution has not been reached in accordance with Article 27.302 within seven (7) calendar days or such longer time as the parties may mutually agree to, then such grievance may, by mutual agreement of the parties, be referred to the PJAAC for resolution. Any resolution reached by the PJAAC shall be considered final.

**27.304** If the parties do not mutually agree in accordance with Article 27.303 to refer the grievance to the PJAAC for resolution, then such grievance shall be referred to arbitration, and an

## **Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

arbitration board of three (3) persons shall be selected as follows:

- (a)** The party desiring arbitration shall appoint one (1) person (i.e. first nominee) to the arbitration board. Such party shall notify the other party, in writing, of:
  - (i)** the particulars of the grievance, and
  - (ii)** the name of the first nominee so appointed.
- (b)** The party receiving the notice shall, within five (5) working days thereafter, appoint one (1) additional person (i.e. second nominee) to the arbitration board. Such party shall notify the other party, in writing, of the name of the second nominee so appointed.
- (c)** The first and second nominees shall confer, and shall mutually agree upon the appointment of a third nominee. Such a third nominee shall act as Chair of the arbitration board.
- (d)** If the first and second nominees are unable to mutually agree within three (3) working days to the appointment of a third nominee in accordance with Article 27.304 (c), either the first or second nominee may apply to the LRB to appoint such a person. Once appointed by the LRB, such third nominee shall act as Chair of the arbitration board.

**27.305 (a)** The arbitration board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) working days from the date of the appointment of the Chair. Such time may be extended by mutually agreement of the parties.

**(b)** The award of the majority of the arbitration board shall be considered the official award of the arbitration board, and shall be delivered, in writing, to the parties. Such award shall be final and binding upon the parties, and they shall carry it out forthwith.

**27.306** Each party shall pay its own costs and expenses of arbitration, including the compensation and disbursements of its appointee to the arbitration board, plus one-half (½) of the compensation and disbursements of the Chair, and one-half (½) of any other expenses incurred (i.e. secretarial services, meeting rooms, etc.).

**27.307** Matters to be dealt with under Article 27.300 shall normally be discussed during working hours, provided however, that lengthy negotiations for the settlement of any disputes shall be discussed outside of working hours.

**27.308 (a)** Notwithstanding Article 27.304, the parties may, at their discretion, mutually agree that instead of appointing a three (3) person arbitration board they shall instead appoint a single arbitrator.

**(b)** Such single arbitrator shall be selected by mutual agreement of the parties.

**(c)** Articles 27.305 and 27.306 shall also be applicable where a single arbitrator has been appointed.

**(d)** If such mutual agreement to appoint a single arbitrator cannot be reached within twenty four (24) hours, or such other time as may be mutually agreed upon, a three (3) person arbitration board shall be appointed in accordance with Article 27.304.

## **ARTICLE 28.000 - EXTENT OF AGREEMENT**

### **28.100 Independent Agreement(s)**



## **Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

**28.101** Should the Union enter into any Agreement other than this Agreement and/or the Pacific Region Maintenance Council agreement, with any individual Employer and/or group of Employers performing work covered by the terms of this Agreement, and such other Agreement provides for wages and/or any other terms and/or conditions, in whole or in part, which the Employers signatory to this Agreement consider to be more favourable, such wages and/or terms and/or conditions shall automatically become part of this Agreement, and shall replace, as required, any/all corresponding provisions of this Agreement.

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

### **28.200 Confirmation of Signatory Contractors**

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

**28.202** Such list shall include each Employer's name, address and phone number, and shall consist of all Employers signatory to this Agreement, regardless of whether such Employers are themselves members of CLR.

**28.203** The Union shall also ensure that such list is kept up-to-date by providing to CLR, within five (5) working days of such signing, the name, address and phone number of any Employer who subsequently becomes signatory to this Agreement.

### **28.300 Copies of Agreements**

**28.301** The Union shall provide CLR with a true and complete copy of any Agreement, other than this Agreement, which the Union has entered into as of the date this Agreement is signed, or subsequently enters into with any individual Employer or group of Employers, regardless of whether such Employer(s) is/are themselves a member of CLR.

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

**28.303** Article 28.300 shall apply only to such other Agreements (i.e. Standard, Industrial, Commercial, Institutional, Residential, Project, Enabling, or combination thereof, etc.), which, in whole or in part, govern the performance of work also covered by the terms of this Agreement.

### **28.400 Savings Clause**

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

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

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

**Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

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

## **Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

### **28.500 Enabling**

Refer to Commercial/Institutional Construction Blanket Enabling Letter of Understanding for provisions which supercede those contained within Article 28.500.

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

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

**28.503** Notwithstanding any/all contrary provisions of this Agreement, Joint Industry Funds negotiated between the BCBCBTU and CLR (e.g. Rehabilitation Fund, etc.), and/or individual dues to umbrella organizations, shall not be subject to reduction and/or elimination via enabling without the prior written consent of the BCBCBTU and CLR.

### **28.600 Registration of Agreement**

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

## **ARTICLE 29.000 - 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 30.000 - STRIKES AND LOCKOUTS**

**30.100** Continuous, uninterrupted operation of the Employer's business in accordance with the schedule established by the Employer with consequent assurance of the opportunity for gainful employment of the Employer's Employees is hereby declared to be the essence of this Agreement.

**30.200** Notwithstanding any contrary provision contained within this Agreement, during the term of this Agreement there shall be no lockout for any reason by the Employer or any strike, sitdown, slowdown, work stoppage or suspension of work either complete or partial for any reason by the Union and/or the Employees.

**30.300** It shall not be a violation of this Agreement for Union members to refuse to cross a legal picket line which has been sanctioned by the BCYT.

## **ARTICLE 31.000 - INTERPRETATION**

**31.100** During the preparation of this Agreement, mutually agreed upon amendments were made which were not intended to change meaning and/or intent. These amendments addressed matters such as format, logic, consistency, and grammar, and the parties have agreed to the resulting language.

**31.200** Notwithstanding Article 31.100. the parties are aware that as a result of these amendments there may

## **Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

also have been inadvertent changes to the meaning and/or intent of certain provisions. As a result, for the duration of this Agreement only, the language contained within the 1994-1998 Plasterers Standard Agreement may be used for general interpretation purposes in the event of a dispute between the parties wherein the terms and conditions of this Agreement appear to differ in meaning and/or intent from the corresponding terms and conditions of the 1994-1998 Plasterers Standard Agreement.

**31.300** Notwithstanding Article 31.200, such Article shall not be applicable on any dispute which may arise concerning those language changes which resulted from:

**31.301** the August 14, 2002 arbitration award rendered by Stephen Kelleher, Q.C. and/or

**31.302** the April 24, 2002 Overall Memorandum of Settlement (OMS), signed by and between CLR and the BCBCBTU.

**31.303** Such arbitration award and OMS shall supercede any/all contrary provisions of this Agreement.

### **ARTICLE 32.000 - EFFECTIVE DATE AND DURATION**

**32.100** This Agreement shall be in force and effect from and including May 1, 2000 to and including April 30, 2004, 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, 2004, or immediately preceding the last day of April in any year thereafter, by written notice, require the other party to commence collective bargaining.

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

**32.300** The operation of Section 50 (2) and 50 (3) of the *Labour Relations Code* are hereby excluded, and consequently shall not apply to this Agreement.

**Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

**SIGNATURE OF PARTIES**

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ , 2003.

**SIGNED ON BEHALF OF:  
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC**

\_\_\_\_\_

\_\_\_\_\_

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ , 2003.

**SIGNED ON BEHALF OF:  
OPERATIVE PLASTERERS' & CEMENT MASONS'  
INTERNATIONAL ASSOCIATION UNION LOCAL 919**

\_\_\_\_\_

\_\_\_\_\_

**Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

**SIGNATURE OF PARTIES**

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ , 2003.

**SIGNED ON BEHALF OF:  
EMPLOYER**

\_\_\_\_\_

\_\_\_\_\_

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ , 2003.

**SIGNED ON BEHALF OF:  
OPERATIVE PLASTERERS' & CEMENT MASONS'  
INTERNATIONAL ASSOCIATION UNION LOCAL 919**

\_\_\_\_\_

\_\_\_\_\_

**COMMERCIAL/INSTITUTIONAL CONSTRUCTION  
BLANKET ENABLING LETTER OF UNDERSTANDING  
(PAGE 1 OF 3)**

**By and Between:**

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

(Hereinafter referred to as the "Union")

**And:**

**Construction Labour Relations Association of British Columbia**

**On its own behalf, on behalf of its member Employers who have authorized the Association to execute the Plasterers Standard ICI Agreement and who are included on the signatory list attached to such Agreement, and those members added from time to time by notice given to the Union**

(Hereinafter referred to as the "Employer")

Effective August 14, 2002, the terms and conditions contained herein shall supercede any/all contrary provisions of the Plasterers Standard ICI Agreement (hereinafter referred to as the "Agreement"). This LOU shall be appended to the Agreement and shall form a part thereof.

**(A) Notification Procedures**

- (1) Unless otherwise agreed to, in writing, by the parties to this LOU, all Employers shall automatically be authorized to implement the terms and conditions of this LOU on all Commercial/Institutional construction projects, except as provided for in items (A) (2) and (A) (3) below.
- (2) Notwithstanding item (A) (1) above, an Employer shall not be authorized to implement the terms and conditions of this LOU on any Commercial/Institutional Construction project unless such Employer has submitted a completed Blanket Enabling Notification in respect of the project, to the Union. The form of the Notification shall be similar to that used by other trades in the industry.
- (3) Notwithstanding item (A) (1) above, the Union shall, where appropriate, have the authority to apply the full rates and conditions of the Agreement in special cases where all of the bidders on a project are Union Employers signatory to the Agreement.

**(B) Negotiated Work**

Employers negotiating work are encouraged to communicate with the Union to ensure that objections are not encountered, before formally submitting the completed Blanket Enabling Notification. In turn, the Union agrees to assist the Employer in securing negotiated work.

**COMMERCIAL/INSTITUTIONAL CONSTRUCTION  
BLANKET ENABLING LETTER OF UNDERSTANDING  
(PAGE 2 OF 3)**

**(C) Enabling**

The Union retains the right, at their discretion, to provide additional enabling relief if and as required. Such enabling relief shall be provided in accordance with Article 28.500 of the Agreement.

**(D) Blanket Enabling Provisions**

The Agreement shall be modified as follows on all projects worked under the terms of this LOU.

**(1) Straight Time Hourly Wage Rates**

Employers shall pay straight time hourly wage rates to Employees on Commercial/Institutional projects governed by this LOU in accordance with the following schedule:

Crew Leader	25.20
Journeyman	22.40
Apprentices	
A6 (90%)	20.16
A5 (80%)	17.92
A4 (70%)	15.68
A3 (60%)	13.44
A2 (55%)	12.32
A1 (50%)	11.20
Pre-Apprentice (40%)	8.96

**(2) Annual Vacation and Statutory Holiday Pay**

Eight percent (8%).

**(3) Breweries and Bulk Loading Terminals**

- (a) This provision shall apply on work in the Lower Mainland and on Vancouver Island only.
- (b) The Journeyman straight time hourly wage rate for work on breweries and bulk loading terminals shall be \$24.40 per hour. The applicable straight time hourly wage rates for all other Employee classifications shall be recalculated accordingly.

**(4) Travel**

Metro and Local Travel as provided for in Article 22.000 of the Agreement shall be waived.



**COMMERCIAL/INSTITUTIONAL CONSTRUCTION  
BLANKET ENABLING LETTER OF UNDERSTANDING  
(PAGE 3 OF 3)**

**(D)Blanket Enabling Provisions (continued)**

**(5)Employer Contributions**

As per the Agreement.

**(6)No Strike - No Lockout**

A "No Strike - No Lockout" agreement shall apply for the duration of the project.

**(7)Other Terms and Conditions**

All other terms and conditions not otherwise modified herein shall be as per the Agreement.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ , 2003.

**SIGNED ON BEHALF OF:  
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC**

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ , 2003.

**SIGNED ON BEHALF OF:  
OPERATIVE PLASTERERS' & CEMENT MASONS'  
INTERNATIONAL ASSOCIATION UNION LOCAL 919**

**COMMERCIAL/INSTITUTIONAL CONSTRUCTION  
BLANKET ENABLING LETTER OF UNDERSTANDING  
(PAGE 3 OF 3)**

**(D)Blanket Enabling Provisions (continued)**

**(5)Employer Contributions**

As per the Agreement.

**(6)No Strike - No Lockout**

A "No Strike - No Lockout" agreement shall apply for the duration of the project.

**(7)Other Terms and Conditions**

All other terms and conditions not otherwise modified herein shall be as per the Agreement.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ , 2003.

**SIGNED ON BEHALF OF:  
EMPLOYER**

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ , 2003.

**SIGNED ON BEHALF OF:  
OPERATIVE PLASTERERS' & CEMENT MASONS'  
INTERNATIONAL ASSOCIATION UNION LOCAL 919**

**Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

**APPENDIX “A” - EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Employers shall remit Employer contributions and Employee deductions in accordance with the following. All contributions and deductions are payable on the basis of hours worked, except as otherwise noted.

<b>(1) <u>Employer Contributions</u></b>	<b>Expiry</b>	<b>Jun. 15/02</b>	<b>Aug. 14/02</b>	<b>* May 1/03</b>
Health and Welfare Fund	1.51	1.51	1.71	1.80
Industry Funds:				
Group RRSP	n/a	n/a	n/a	0.41
Contract Administration Fund	0.11	0.11	0.11	0.11
AWCC Promotional Fund	0.10	0.10	0.10	0.10
BCYT Fund	0.05	0.05	0.05	0.05
Apprenticeship Fund	0.02	0.02	0.02	0.02
Rehabilitation Plan	0.02	0.02	0.02	0.02
Health and Safety Program	0.02 contributions no longer required as of January 1, 2001			
BC Jurisdictional Assignment Plan	0.015	0.01	0.01	0.01
BCBCBTU Fund	n/a	0.01	0.01	0.01
<b>Total Industry Funds</b>	<b>0.335</b>	<b>0.32</b>	<b>0.32</b>	<b>0.73</b>
<b>Total Employer Contributions</b>	<b>1.845</b>	<b>1.83</b>	<b>2.03</b>	<b>2.53</b>
<b>(2) <u>Employee Deductions</u></b>	<b>Expiry</b>	<b>Jun. 15/02</b>	<b>Aug. 14/02</b>	<b>* May 1/03</b>
Group RRSP	0.50	0.50	0.50	0.50
Union Dues	see item (3) below			
<b>Total Employee Deductions</b>	<b>0.50</b>	<b>0.50</b>	<b>0.50</b>	<b>0.50</b>

\* The May 1/03 schedule is applicable to work on projects tendered from May 1, 2003 onward. The Aug. 14/02 schedule is applicable to work performed from August 14, 2002 onward on projects tendered prior to May 1, 2003.

**(3) Union Dues**

Effective July 1, 2003, an Employee deduction for Union Dues shall be processed in accordance with the following schedule.

**Monthly:** \$ 21.00 per month (deducted from the first pay cheque of each and every month)

**Hourly:** \$0.70 per hour earned (deducted from each and every pay cheque)

**APPENDIX "B" - DEFINITIONS AND ABBREVIATIONS (PAGE 1 OF 3)**

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**

- (a)** Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.
- (b)** 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).

**APPENDIX "B" - DEFINITIONS AND ABBREVIATIONS (PAGE 2 OF 3)**

**(9) Hours Earned**

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

- (a)** 1 straight time hour = 1 hour earned
- (b)** 1 time and one-half overtime hour = 1½ hours earned

## **Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

- (c) 1 double time overtime hour = 2 hours earned

### **(10) Hours Worked**

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

- (a) 1 straight time hour = 1 hour worked
- (b) 1 time and one-half overtime hour = 1 hour worked
- (c) 1 double time overtime hour = 1 hour worked

### **(11) ICI**

Industrial, Commercial, Institutional

### **(12) Industrial Construction**

- (a) Shall include as examples: manufacturing; production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; and breweries, etc. (*Refer to Commercial/Institutional Construction Blanket Enabling Letter of Understanding for provisions regarding bulk loading terminals and breweries in the Lower Mainland and on Vancouver Island.*)

#### **(b) Commercial/Institutional Construction**

That work which is governed by the terms of this Agreement and is not otherwise defined as Industrial Construction herein, shall be deemed to be Commercial/Institutional Construction.

### **(13) LOU**

Letter of Understanding

APPENDIX "B" - DEFINITIONS AND ABBREVIATIONS (PAGE 3 OF 3)

**(14) LRB**

British Columbia Labour Relations Board

**(15) Monetary Package**

Wage Package + Employer Health and Welfare contribution

**(16) OPCMIA**

Operative Plasterers' & Cement Masons' International Association

**(17) Plasterer**

Any individual who is a member in good standing of the Union and is eligible to be employed under the terms of this Agreement.

**(18) PJAAC**

Plasterers Joint Advisory and Apprenticeship Committee

**(19) Union**

(a) OPCMIA Union Local 919 and/or any other such OPCMIA Local as may be established whose membership performs ICI work as governed by the terms of this Agreement.

(b) Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

**(20) Wage Package**

Journeyperson straight time hourly wage rate + combined annual vacation pay and statutory holiday pay.

**(21) WCB**

Workers' Compensation Board of BC

**Plasterers Standard ICI Agreement May 1, 2000 to April 30, 2004**

**APPENDIX "C" - LETTER OF UNDERSTANDING RE: MAY 1, 2003 INCREASE**

**BY AND BETWEEN:**

**Operative Plasterers' and Cement Masons' International Association (OPCMIA) 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 the Plasterers Standard ICI Agreement and who are included on the signatory list attached to such Agreement, and those members added from time to time by notice given to the Union**

(Hereinafter referred to as the "Employer")

The parties hereby agree that the previously ratified increase of fifty cents (\$0.50) per hour to the monetary package, effective May 1, 2003, shall be distributed and applied as follows. All other terms and conditions of the Agreement shall remain unchanged.

1. The Employer Health and Welfare contribution shall be increased by nine cents (\$0.09) per hour worked for all applicable Employee classifications. The new Employer contribution amount shall be one dollar and eighty cents (\$1.80) per hour worked. Such increase shall apply ONLY to those projects tendered from May 1, 2003 onward. (Refer to item #3 below.)
2. A new Employer contribution to the Group RRSP shall be established and shall apply to all applicable Employee classifications. Such new Employer contribution shall be forty one cents (\$0.41) per hour worked, and shall apply ONLY to those projects tendered from May 1, 2003 onward. (Refer to item #3 below.)
3. a. **Employers shall provide the Union with a written listing of all projects (both awarded and outstanding) tendered prior to May 1, 2003. This will allow the Union to accurately keep track of those projects on which the increased Employer contributions do and do not apply. Such written listing shall be received by the Union NO LATER THAN 5:00 pm, Friday, May 30, 2003.**
  - b. Only those projects included on the written listing shall be exempt from the requirement to pay the increased Employer contributions. **Be advised that in the event an Employer does not submit a written listing to the Union by the deadline, all of the Employer's projects shall be deemed to have been tendered on or after May 1, 2003, and the increased Employer contributions shall therefore apply on all hours on all projects.**
  - c. Employers are encouraged to fax the written listing to the Union (604-298-6122) and to keep a copy of the confirmation of receipt on file, in order to minimize the potential for dispute. Likewise, Employers are also encouraged to fax a copy of the written listing to CLR (604-524-3925).

**Dated this 5<sup>th</sup> day of May, 2003.**

**Dated this 5<sup>th</sup> day of May, 2003.**

**Signed on behalf of::**

**Signed on behalf of::**

G.C. (Gregg) Sewell  
Construction Labour Relations Association of BC

Luigi Scaccia  
OPCMIA Local 919

Peter Gallagher Jr.  
Construction Labour Relations Association of BC

Chris Feller  
OPCMIA Local 919

APPENDIX "D" - SIGNATORY EMPLOYERS

**The following Employers are members of CLR and have authorized CLR to bargain and sign this Agreement on their behalf.**

Alexander Fireproofing  
401A Salter St.  
New Westminster, BC V3M 5Y1

The Artek Group Limited  
12140 - 103A Ave.  
Surrey, BC V3V 3G8

Ex-cel Acoustics Ltd.  
1655 S. Nicholson St.  
Prince George, BC V2N 1V7

Gallagher Bros. Contractors Ltd.  
8740 Greenall Ave.  
Burnaby, BC V5J 3M6

Greer Contracting Ltd.  
6 - 3610 Bonneville Pl.  
Burnaby, BC V3N 4T7

Industra Thermal Inc.  
401 Salter St.  
New Westminster, BC V3M 5Y1

--- Branch  
PO Box 414, 10320-146th St.  
Edmonton, AB T5J 2J6

Island Dry-Wall Ltd.  
561 Hillside Ave.  
Victoria, BC V8T 1Y9

L & M Painting & Decorating Ltd.  
Box 63002, Deer Lake P.O.  
Burnaby, BC V5E 4J4

Modern Drywall Construction Co. Ltd.  
6926 Russell Ave.  
Burnaby, BC V5J 4R9  
Optima Building Systems Ltd.  
460 Fraserview Pl.  
Delta, BC V3M 6H4

Turner Bros. Plastering Contractors Ltd.  
2793 - 208th St.  
Langley, BC V2Z 2B1



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