

CRAFT PLASTERERS LOCAL 919 STANDARD C/I AGREEMENT

By and Between:

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

(Hereinafter referred to as the "Union")

And:

Construction Labour Relations Association of BC (CLR)

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

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

(Hereinafter referred to as the "Employer")

May 01, 2019 to April 30, 2023

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ARTICLE 1.000 - OBJECTS

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

ARTICLE 2.000 – EXTENT OF AGREEMENT/WORK JURISDICTION

2.100 Extent of Agreement

This Agreement shall govern only commercial/institutional work which is within the work jurisdiction of the plasterers and which is being performed by bargaining unit members who are employees of a signatory employer that performs commercial/institutional work. This agreement shall not be applicable outside the Province of British Columbia.

- 2.101** Unless otherwise mutually agreed by the parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the Craft Plasterers Local 919 Standard C/I Agreement, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU affiliate union(s).
- 2.102** The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.
- 2.103** Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; meter pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for OPCMIA Plasterers Local 919.

2.200 Work Jurisdiction

The Jurisdictional Assignment Plan of BC shall be binding upon the parties. 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:

- 2.201** The application and finishing of interior and exterior material by the use of a hawk and trowel and/or other conventional tools connected with the trade.
- 2.202** 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.
- 2.203** Modelling, casting and ornamental work.

- 2.204 Wallboard taping and filling (machine or trowel), in accordance with the D.Q. Mills Decision, Impartial Jurisdictional Board, Washington DC, March 1, 1978.
- 2.205 Plastering and finishing of swimming pools.
- 2.206 The preparing and plastering of all surfaces to receive plaster, stucco or tile.
- 2.207 The application and finishing of such materials as fireproofing, thinwall, veneer plaster, rigid insulation and patent texturing materials.

ARTICLE 3.000 - AFFILIATION

- 3.100 The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing. See Appendix "B" for further details.
- 3.200 The Union shall not restrict, in any way, an Employer's right to perform work on a project site whereon work falling within the jurisdiction of the plasterer is being performed by individuals who are not members of the Union. Where an Employer performs work on such a project site, regardless of whether the Employer is a subcontractor or merely working on the same site, the Union shall not exercise its non-affiliation clause or refuse to work on such project.

ARTICLE 4.000 - SUBCONTRACTING

- 4.100 No Employer shall subcontract work which is within the work jurisdiction of the plasterer to any contractor unless such contractor has both a valid CRA business number and is duly registered with WSBC. The Employer may contract out work where the Employer:
 - 4.101 cannot perform the work in a manner that is competitive in terms of cost, or quality, or within required time limits, or
 - 4.102 the prime contract requires the contractor to accept the lowest qualified tender price for any/all subcontracted work.

ARTICLE 5.000 - MANAGEMENT RIGHTS

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

ARTICLE 6.000 - HIRING AND TERMINATION

6.100 General Conditions

- 6.101 It is the prerogative of the Employer to hire and terminate Employees.
- 6.102 All work performed within the work jurisdiction of the plasterer shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement. Notwithstanding

the foregoing, one (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.

6.200 Hiring

- 6.201 (a)** When Employees are required, competent Union members shall be hired.
- (b)** The Union shall process an Employer's "name request" hiring of a Union member provided the Union is first notified of the Employer's intention to name request such member and provided the member is "booked in" as available for work with the Union. Any employee who subsequently quits working for an Employer after having been name requested by such Employer shall not be eligible to be re-employed on the same project. In order to qualify for a name request, a Union member must first obtain a clearance from the Union.
- (c)** There shall be no restrictions/limitations on the Employer's right to hire via name request, and the Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work. Notwithstanding the foregoing, if such right is exercised, the Employer shall provide the Union with a letter or email outlining the reason(s) an individual was not suitable, upon receiving a written request from the Union to do so.
- (d)** There shall also be no restrictions/limitations on the Employer's right to transfer an employee(s) from one (1) project to another throughout the province. When a non-local resident employee(s) is transferred between two (2) out-of-town projects, the CRA maximum tax-free amount per kilometer shall be paid to the non-local resident employee from the employee's place of residence to the first project as an initial travel allowance, and from the first project to the second project, one (1) way, and from the second project back to the employee's place of residence as a terminal travel allowance.
- 6.202** When competent Union members are not available, and/or the Union is unable to supply such members, and/or the Employer wishes to hire an Uncertified Plasterer, the Employer may obtain the required Employees elsewhere. Notwithstanding the foregoing, the Employer shall first notify the Union and obtain a work clearance. Such work clearance shall not be unreasonably withheld.
- 6.203** Notwithstanding Article 6.201 and 6.202, after there are two (2) plasterers cleared through the dispatch system to a specific commercial/institutional project, the Employer may exercise the option to obtain employees elsewhere, it being understood that employees so hired shall meet the Union qualifications and shall possess the skills, ability and expertise to perform the available work.
- 6.204** All Employees obtained elsewhere by the Employer in accordance with Article 6.202 shall join the Union within fifteen (15) calendar days from date of hire or be replaced by competent Union members when such members are available.

6.300 Classification and Availability of Employees

- 6.301** When requesting the dispatch of an Employee from the Union, the Employer shall have the right to differentiate between a specialty Fireproof Applicator, and a traditional Plasterer.
- 6.302** The Union shall comply with the Employer's request and shall be considered to be unable to

supply competent Union members if an Employee in the classification requested is not available. Refer to Article 6.202.

6.400 Termination of Employment

6.401 Lay Off Notice

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

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

- (a) In the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- (b) If the project on which the Employee was employed is in the same area where the Employer's office is located and/or where a payroll department is established, the Employee shall be paid by the Employer not later than one (1) working day after such Employee ceases to be employed by the Employer.
- (c) 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. 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.

7.000 - WAGE SCHEDULES AND PREMIUMS

7.100 Wage Schedules

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

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

7.103 Monetary Package Increases

The following increases shall apply to the Journeyperson classification during the term of this Agreement. All other classifications will be re-calculated accordingly. These increases will be distributed between wages and Employer Contributions. The allocation will be provided to the Employer by the Union with sufficient notice prior to the effective date of the increase in order for the Employer's payroll department to be able to institute the change. Only the portion of each increase applied to wages shall attract Vacation and Holiday Pay in addition to the agreed upon increase.

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|--------------------------|-----------------|
| *Effective June 17, 2019 | \$2.00 per hour |
| Effective May 1, 2020 | \$0.30 per hour |
| Effective May 1, 2021 | \$0.30 per hour |
| Effective May 1, 2022 | \$0.30 per hour |

- * The April 1, 2019 increase of \$0.20 to the Journeyperson monetary package will be deducted from the June 17, 2019 increase.

7.200 Premiums**7.201 Plaster Pump Premium**

- (a) The Plaster Pump premium shall only apply to work performed on Industrial Construction projects.
- (b) An Employee operating a plaster pump(s) on an Industrial Construction project shall receive a premium of twenty-five cents (\$0.25) per hour over the applicable straight time hourly wage rate when using a hose not larger than one and one-half (1½) inches in diameter, providing it does not apply to interior texture finishes, and seventy-five cents (\$0.75) per hour over the applicable straight time hourly wage rate when using a hose larger than one and one-half (1½) inches in diameter.

ARTICLE 8.000 - PAYMENT OF WAGES AND PAYROLL FAILURES

8.100 Payment of Wages

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

- 8.101** Employers shall pay Employees their weekly wages on the project every Friday before quitting time. Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically via secure internet/ email.
- 8.102** There shall be no more than a seven (7) calendar day hold-back of an Employee's wages. However, the latest an employee may be paid is the Friday after the payroll cut off date. Where Friday is a Statutory Holiday, employees will be paid no later than the Thursday after the payroll cut off date.
- 8.103** Employers may elect to pay Employees every second Friday with prior approval of the Union.

- 8.104** The Employer shall provide each Employee with a separate or detachable itemized statement accompanying such Employee's pay cheque, which records the:
- (a) hourly wage rate(s),
 - (b) total number of straight time and overtime hours worked, and
 - (c) total deductions from the amount earned.
- 8.105** On out of town projects, hold-back of wages shall be established at a pre-tender and/or pre-job conference.
- 8.106** Out of province Employers must maintain adequate payroll records within the province to ensure that questions from Employees and/or the Union concerning Employee pay cheques and/or Records of Employment can be answered by the BC office(s) of the Employer.

8.200 Call Out Notice

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

8.300 Project Breakdown

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

8.400 Wage Bond

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

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

8.500 Payroll Failure

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

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

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

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

ARTICLE 9.000 - ANNUAL VACATION AND STATUTORY HOLIDAYS

9.100 Annual Vacation Pay and Statutory Holiday Pay

Annual vacation pay and statutory holiday pay shall be combined at the total rate of eight percent (8%) of gross earnings, and shall be paid to each employee on each pay cheque and upon termination of employment. Such amount shall include any additional statutory holiday(s) which may be declared by the federal and/or provincial government and be calculated only on the gross hourly earnings of each Employee regardless of the amount of time worked, and shall accrue to each Employee's credit.

9.200 Annual Vacation

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

9.300 Statutory Holidays

9.301 The following statutory holidays shall apply to Commercial/Institutional Construction projects:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, B.C. Day, Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other such day as may be declared a statutory holiday by the federal or provincial government. When a statutory holiday

falls on a Saturday or Sunday the following working day(s) shall be observed. In the event the Federal or Provincial governments declare a new Statutory Holiday, the BCBCBTU and CLR shall meet prior to the holiday coming into effect to determine which Non-Statutory Holiday currently provided for in the Collective Agreement shall be floated to the period between Christmas and New Years. When a statutory holiday falls on a Saturday or Sunday the following working day(s) shall be observed.

9.302 The Friday preceding Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.

9.303 All 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 Plasterer shall be appointed as a working Crew Leader.

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

10.400 Crew Leader Premium

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

ARTICLE 11.000 - PLASTERER APPRENTICES AND UNCERTIFIED PLASTERERS

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

11.100 Plasterer Apprentice

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

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

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

| | | |
|----------|----------|----------|
| A1 = 70% | A3 = 80% | A5 = 90% |
| A2 = 75% | A4 = 85% | A6 = 95% |

11.103 (a) The Plasterer Apprentice training program shall be determined from time to time by the Union, but shall generally include 5,400 hours of practical training, consisting of six (6) terms of 900 hours per term.

(b) The Union shall notify the Employer, in writing, when a Plasterer Apprentice becomes eligible for advancement to a higher classification. Notwithstanding the foregoing, the Union shall not advance a Plasterer Apprentice to the status of Certified Journeyman unless/until the Union is satisfied that the such advancement is warranted based on a reasonable review of the individual's skills, abilities and expertise.

(c) The Union reserves the right to assign a new Plasterer Apprentice a classification other than "A1" if such Plasterer Apprentice can demonstrate commensurate prior work experience as a plasterer trade with a non-signatory Employer.

11.104 Refer to Schedules "A1" and "A2" for a breakdown of the six (6) Plasterer Apprentice monetary packages.

11.200 Uncertified Plasterer (UP)

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

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

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

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

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

ARTICLE 12.000 - PRE-APPRENTICES

12.100 Hiring

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

12.200 Wages, Benefits, and Union Dues

12.201 The minimum straight time hourly wage rate for a Pre-Apprentice shall be forty- five percent (45%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

12.202 A Pre-Apprentice shall receive annual vacation pay and statutory holiday pay at a combined total rate of eight percent (8%) of gross earnings in accordance with Article 9.100.

12.203 No Employer contribution to the Union Benefit Plan and/or Group RRSP shall be required on behalf of a Pre-Apprentice.

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

12.300 Advancement to Plasterers Apprenticeship Program

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

12.400 General Conditions

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

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

ARTICLE 13.000 - JOB STEWARDS AND UNION BUSINESS REPRESENTATIVES

13.100 Job Stewards

- 13.101** Job Stewards shall be recognized on all projects and shall not be discriminated against.
- 13.102** Job Stewards shall be appointed or elected by the majority of Union members employed on the project.
- 13.103** The Union shall notify the Employer, in writing, of the name of the Job Steward on each project, and any changes thereafter.
- 13.104** Job Stewards shall refer any/all grievances and/or disputes to the Union.
- 13.105** Job Stewards shall be allowed reasonable time on the project to perform their duties.

13.200 Union Business Representatives

- 13.201** Union Business Representatives shall have access to all projects at all times but shall not interfere with the general work pattern.
- 13.202** In the event a Union Business Representative wishes to conduct other than their normal duties on a project, such Representative shall first obtain permission from the Employer.

13.300 Leaves of Absence

- 13.301** The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.
- 13.302** Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the B.C. Employment Standards Act.

ARTICLE 14.000 - MONTHLY REMITTANCES AND RATE CALCULATIONS

14.100 Monthly Remittances

- 14.101 (a)** The Employer shall remit to the Union all Employer contributions and Employee deductions required in accordance with this Agreement, on behalf of those Employees working under the terms of this Agreement.
- (b)** All Employer contributions and employee deductions shall be calculated on the basis of "hours worked" on any project(s) which is governed by the Craft Plasterers Local 919 Standard C/I Agreement.
- 14.102 (a)** Such remittance shall be made by a single payment, accompanied by a Plasterers'

Remittance Report, and shall be received by the Union not later than the fifteenth (15th) day of the month following that month for which such payment is payable.

- (b) Notwithstanding Article 14.102 (a), with the mutual agreement of the Union, the Employer may electronically process the payment of its monthly remittance and/or the submission of its monthly Remittance Report.

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

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

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

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

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

- (iii) Require the Employer to post a suitable bond. Such bond shall not be of an amount exceeding a three (3) month average of remittances for such Employer, and shall be returned to the Employer, along with any interest earned, after six (6) consecutive months have elapsed without such Employer having again been declared delinquent.

14.200 Monetary Calculations and Monthly Employers' Remittance Report

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

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

14.202 The Union and CLR shall also mutually agree on the format of a Plasterers' Remittance Report.

14.203 Such mutual agreement as provided for in Articles 14.201 and 14.202 shall be reached prior to any corresponding information and/or documents being distributed to the Union membership and/or to any Employer signatory to this Agreement.

14.204 Article 14.200 shall not be interpreted to mean that the Union does not retain sole authority to

determine the allocation of the monetary package.

ARTICLE 15.000 - CEMENT MASONS' WELFARE TRUST FUND

- 15.100** The Employer shall contribute the required amount to the Cement Masons' Welfare Trust Fund in the manner set forth in Article 14.100. Such amount(s) and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B" of this Agreement. Notwithstanding the foregoing, no Employer contribution to the Cement Masons' Welfare Trust Fund shall be required on behalf of a Pre-Apprentice.
- 15.200** The Employer contribution(s) to the Union Benefit Plan and Group RRSP shall be distributed between the two Plans at the sole discretion of the Union, and the Union may alter such distribution by providing CLR with sixty (60) calendar days written notice.
- 15.300** All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.
- 15.400** The Cement Masons' Welfare Trust Fund shall be managed by a Board of Trustees appointed by the Union.
- 15.500** The Parties agree to participate in a joint CLR and BCBCBTU affiliate review of the potential benefits of establishing a multi-trade Industry Benefit Fund and to implement such a fund if the Parties mutually agree on the benefits and outcomes of establishing such a Plan and Fund.

ARTICLE 16.000 - GROUP RRSP

- 16.100 (a)** The Employer shall contribute the required amount to the Group RRSP in the manner set forth in Article 14.100. Such amount(s) and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B" of this Agreement.
- (b)** Employer contributions to the Group RRSP shall be Seventy percent (70%) of the CJP contribution for all Apprentices and UPs for work on all Commercial/Institutional projects.
- 16.200** The Employer contribution(s) to the Union Benefit Plan and Group RRSP shall be distributed between the two Plans at the sole discretion of the Union, and the Union may alter such distribution by providing CLR with sixty (60) calendar days written notice.
- 16.300** All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

ARTICLE 17.000 - INDUSTRY FUNDS

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

17.100 Contract Administration Fund

17.101 The Employer shall contribute the amounts set out in schedules "B", inclusive of HST or GST (as the case may be), to the Contract Administration Fund in the manner set forth in Article 14.100. CLR may alter this amount by providing the Union with sixty (60) calendar days written notice.

17.102 (a) The Union shall collect all Employer contributions made to the Contract Administration Fund in accordance with Article 17.101, and in turn shall forward such contributions to CLR, or its successor, not later than the last working day of the month following that for which such contributions were collected.

(b) The Union shall forward such collected contributions complete with a form, to be mutually agreed upon by the parties, which shall include at least the following information:

- (i)** name of each Employer from whom contributions have been collected,
- (ii)** amount collected from each individual Employer,
- (iii)** the total amount collected, and the period for which contributions are payable.
- (iv)** The Union shall be entitled to deduct an amount equal to five percent (5%) of the total Employer contributions collected, to cover administration costs, prior to forwarding such contributions to CLR.

17.200 AWCC Promotional Fund

17.201 The Employer shall contribute the amounts set out in schedules "B" to the AWCC Promotional Fund in the manner set forth in Article 14.100.

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

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

17.300 OPCMIA Local 919 Plasterers Advancement Fund

The Employer shall contribute the amounts set out in schedules "B" to the OPCMIA Local 919 Plasterers Advancement Fund in the manner set forth in Article 14.100.

17.400 Rehabilitation Plan

17.401 The Employer shall contribute the amounts set out in schedules "B" to the BC Construction Industry Rehabilitation Plan in the manner set forth in Article 14.100.

17.402 The Employer shall deduct the amounts set out in schedules "B" off of each employee's pay and remit the deduction to the BC Construction Industry Rehabilitation Plan in the manner set forth in Article 14.100.

17.500 BC Jurisdictional Assignment Plan (JAPlan)

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

17.502 The JAPlan, as agreed to between the BCBT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

17.600 BCBCBTU Fund

The Employer shall contribute the amounts set out in schedules "B" to the BCBCBTU Fund in the manner set forth in Article 14.100. Notwithstanding the foregoing, such requirement shall continue only for as long as the BCBCBTU structure continues to exist pursuant to the Labour Relations Code.

17.700 Drug and Alcohol Policy

The Employer shall contribute the amounts set out in schedules "B" to the Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy) in the manner set forth in Article 14.100.

ARTICLE 18.000 - UNION DUES

18.100 Employee Deductions

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

18.200 Increase to Employee Deductions

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

18.300 Written Authorization

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

submitted to the Employer prior to such deductions being made.

ARTICLE 19.000 - HOURS OF WORK AND OVERTIME

19.100 Regular Hours

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

19.200 Overtime

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

19.202 The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours of overtime on Saturday shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All other overtime hours shall be paid at two (2) times the otherwise applicable straight time hourly wage rate. *Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See Appendix "D" - LOU re: Saturday Overtime Rates attached to this Agreement for further details.

19.300 Compressed Work Week

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

19.301 Hours of Work

- (a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular compressed work week.
- (b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive shall constitute the regular compressed work week. The applicable shift premium shall apply.
- (c) Notwithstanding Articles 19.301 (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

19.302 Overtime

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise

applicable straight time hourly wage rate.

- (b) The first eight (8) hours of overtime worked on the Saturday of a Monday through Thursday compressed work week, or on the Saturday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. *Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See Appendix "D" - LOU re: Saturday Overtime Rates attached to this Agreement for further details.
- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours in accordance with paragraph (b) above, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

19.303 Statutory Holidays

- (a) All statutory holidays which occur during a compressed (or alternate) work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.).
- (b) When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

19.400 Rest Breaks

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

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

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

19.500 Meal Breaks

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

One (1) meal break of one-half (½) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

19.502 Shifts in Excess of Ten (10) Hours

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

19.600 Starting and Stopping Time/Hours of Work Variances

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 time.

19.602 The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of OPCMIA members employed on such project.

19.603 Notwithstanding any/all contrary provisions of this Agreement, the Employer may vary the regular hours of work and working shifts to conform to the requirement of the building owner(s)/client(s) in order to properly proceed with work in an occupied building(s). The regular hours of work, if varied in accordance with the foregoing provision, shall not necessarily conform to the regular hours of work for a Day Shift, Afternoon Shift and/or Night Shift, but shall nevertheless be worked between the hours of midnight Sunday and midnight Friday. The Employer shall notify the Union prior to the commencement of any work in an occupied building performed in accordance with the foregoing.

19.700 Make Up Hours

19.701 Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and Employer. When all employees on the crew are sent home on the same day, they shall be provided the same opportunity to work Saturday at straight time, although each employee shall retain the right to decline such opportunity.

ARTICLE 20.000 - SHIFTS

20.100 The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon shift and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

20.200 The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all other classifications based on their percentage of the equivalent Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

Day Shift No shift premium.

Afternoon Shift The Journeyman rate shall be increased by three dollars (\$3.00) for each hour worked on any shift which commences at any time after 10:00 am but on

or before 8:30 pm.

Night Shift

The Journeyperson rate shall be increased by three dollars (\$3.00) for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am.

ARTICLE 21.000 - TRAVEL ALLOWANCES

21.100 Daily Travel Allowance

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

| | |
|--|---------------------------|
| First forty (40) road kilometres, each way, each day | not applicable |
| All additional road kilometres, each way, each day | CRA Maximum Tax-Free Rate |

ARTICLE 22.000 - OUT OF TOWN PROJECTS

22.100 When a non local resident employee is employed on an out-of-town project, the Employer shall supply an "employer supplied room plus daily meal allowance" or, with the mutual agreement of such employee, shall pay a daily "living out allowance" in lieu thereof. The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis although initial and terminal travel distance shall be calculated from the Employee's residence in B.C. or the Yukon Territory to the project via the most direct route. For Employees who reside outside of B.C. or the Yukon Territory, the distance will be measured from the point the employee first enters the Province of British Columbia or the Yukon Territory while following the most direct route to the jobsite. Such terms shall be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel. Employers are advised that if such mutual agreement, in writing cannot be provided to the Union within one (1) week request, the industrial standards for daily travel and initial and terminal travel shall apply.

22.200 Camp Projects

22.201 Accommodations

- (a) Camp accommodations, when supplied, shall meet the standards and requirements of the applicable Construction Camp Rules and Regulations Agreement by and between BCBT and CLR. An Employee may refuse to live in accommodations which do not meet such standards.
- (b) Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided Employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the Employee.

22.202 Weekend Checkout

Any Employee who is living in camp accommodations paid by the Employer may, on any weekend, vacate or check out of such accommodation and the Employer shall pay such Employee twenty dollars (\$20.00) per day.

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

22.300 Periodic Leave

22.301 (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) When leave is desired in accordance with Article 22.301 (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.

| | |
|--------------------|-----------|
| 0 km to 249 km | n/a |
| 250 km to 500 km | \$ 175.00 |
| 501 km to 750 km | \$ 275.00 |
| 751 km to 1,000 km | \$ 375.00 |
| over 1,000 km | \$ 475.00 |

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

22.302 (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 they actually return to their point of departure. Living out allowances shall not be paid during leave periods.

22.303 (a) For the purposes of Article 22.300, 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.

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

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

22.306 Interpretations contained within Article 22.300 shall not be applied to any other provision contained within this Agreement.

22.400 Marshalling Points

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

ARTICLE 23.000 - WORKING CONDITIONS

23.100 Certifications and Personal Protective Equipment

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

23.101 Certifications

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

23.102 Personal Protective Equipment

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

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

23.200 Safety

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

- 23.202** An Employee may refuse to perform work where, in such Employee's opinion, adequate safety precautions have not been provided.
- 23.203 (a)** No Employee shall be terminated for refusing to perform work under conditions not consistent with those required by the WorkSafe BC.
- (b)** Notwithstanding Article 23.203 (a), refusal by Employee to abide by WorkSafe BC regulations, and/or the Employer's posted safety regulations, after being duly warned, shall be sufficient cause for termination.
- 23.204 (a)** The operator of a piece of equipment may refuse to operate such equipment if, in the operator's opinion, there is a reasonable doubt as to the equipment's safety.
- (b)** The operator shall not be required to operate such equipment until such time as the operator is satisfied the equipment is safe.
- 23.205 (a)** An Employee shall not perform work where open salamanders, gasoline or oil, or any torch injurious to health is used.
- (b)** Salamanders, in particular, shall be piped to a flue or outside opening.

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

- 23.206** The Employer shall supply respiratory masks consistent with WorkSafe BC regulations to any Employee working with compounds containing asbestos or other fibrous materials.
- 23.207 (a)** The Employer shall pay the equivalent of a full shift at the otherwise applicable hourly wage rate to an Employee who:
- (i)** requires off-site medical attention which necessitates no return to work on that day, and/or
- (ii)** is recommended to rest until the next day by a qualified industrial first aid attendant.
- (b)** The Employer shall pay the equivalent of a full shift at the otherwise applicable hourly wage rate to an Employee who accompanies a fellow Employee to a hospital or other medical facility.
- (c)** The Employer shall be responsible for providing an Employee with transportation to a hospital or other medical facility where such transportation is required.
- 23.208** The Safety Training and Advocacy Committee is continued and shall make recommendations to the Parties, who shall jointly consider the Committee's mutually agreed recommendations, if any.

23.300 General Conditions

23.301 Telephone

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

23.302 Cell Phone Apps

No employee shall be required to install any app on their personal phone as a condition of employment.

23.303 Drinking Water

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

23.304 Harassment

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

23.305 Discrimination

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

23.400 Drug and Alcohol Testing

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

ARTICLE 24.000 - EMPLOYEE SUPPLIED TOOLS

24.100 Required Tools

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

24.102 An Employee's tool kit shall include the following:

hawk

dash brush

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

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

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

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

24.200 Tool Insurance

24.201 Coverage

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

24.202 Inventory List

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

24.203 Affidavit of Loss

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

24.300 Tool Lockup

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

ARTICLE 25.000 - GRIEVANCE PROCEDURE

25.100 Definition of Grievance

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

25.200 General Conditions

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

25.300 Resolution Process

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

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

25.302 If a grievance has not been resolved in accordance with Article 25.301 within seven (7) calendar days or such longer time as the parties may mutually agree to, or in instances of any other grievance, the particulars thereof shall be set out, in writing, by the party resorting to this procedure, and shall be delivered to the other party. Both parties shall then confer forthwith upon the matter, and if a resolution is reached, such resolution shall be considered final.

25.303 If the Parties are unable to resolve a dispute within ten (10) working days from when a formal grievance is filed in writing as set out in Article 25.302, then the dispute shall be referred to a three person arbitration panel. One panel representative shall be appointed by the Employer, and one panel representative shall be appointed by the Union, and the Panel Chair shall be one of the following three preselected Arbitrators: Mr. Stan Lanyon, Mr. Vince Ready and Mr. Ken Saunders. All appointments shall be made within five (5) working days of the dispute being referred to the panel, and the Parties shall use whichever pre-selected Arbitrator is available first. Such process shall apply on all unresolved disputes.

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

25.305 Matters to be dealt with under Article 25.300 shall normally be discussed during working hours, provided however, that lengthy negotiations for the settlement of any disputes shall be discussed outside of working hours.

25.306 Notwithstanding Article 25.303, the parties may, at their discretion, mutually agree that instead

of appointing a three (3) person arbitration board they shall instead appoint a single arbitrator.

- (a) Such single arbitrator shall be selected by mutual agreement of the parties.
- (b) Article 25.304 shall also be applicable where a single arbitrator has been appointed.
- (c) If such mutual agreement to appoint a single arbitrator cannot be reached within twenty-four (24) hours, or such other time as may be mutually agreed upon, a three (3) person arbitration panel shall be appointed in accordance with Article 25.303.

ARTICLE 26.000 – INDEPENDENT AGREEMENTS

26.100 Independent Agreements

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

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

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

26.200 Confirmation of Signatory Contractors

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

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

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

26.300 Copies of Agreements

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

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

26.303 Article 26.300 shall apply only to such other Agreements (i.e. Standard, Industrial, Commercial, Institutional, Residential, Project, Enabling, or combination thereof, etc.), which, in whole or in part, govern the performance of work also covered by the terms of this Agreement.

ARTICLE 27.000 – SAVINGS CLAUSE

27.100 Savings Clause

27.101 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.

27.102 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.

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

(b) In the absence of agreement, replacement provisions shall be subject to the grievance and arbitration procedure, as provided for in Article 25.000, without stoppage of work, providing however, that negotiations and grievance and arbitration procedures shall be limited to replacements having the same purpose, object or intent as the part or parts severed and not to new issues or matters.

ARTICLE 28.000 - ENABLING

28.100 Enabling

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

28.101 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.

28.102 If the Union decides such special dispensation as provided for in Article 26.501 is required, the Union may, in writing, and with the mutual agreement of CLR and/or the Employer, amend, delete, add, and/or otherwise modify any terms and/or conditions of this Agreement for the

duration of the project.

- 28.103** 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.

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 BCBT.

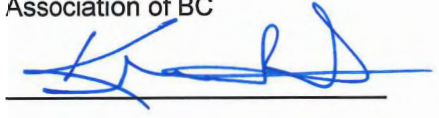
31.000 - EFFECTIVE DATE AND DURATION

- 31.100** This Agreement shall be in full force and effect from and including May 1, 2019 to and including April 30, 2023, 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, 2023, or immediately preceding the last day of April in any year thereafter, by written notice, require the other party to this Agreement to commence collective bargaining.
- 31.200** 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.
- 31.300** The operation of Section 50 (2) and 50 (3) of the Labour Relations Code are hereby excluded, and consequently shall not apply to this Agreement.

SIGNATURE OF PARTIES

Dated this 27 day of February, 2020.

Signed on behalf of:
Construction Labour Relations
Association of BC



B. SAO

Dated this 27 day of February, 2020.

Signed on behalf of:
OPCMIA Plasterers Local 919



MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A1.1"
COMMERCIAL/INSTITUTIONAL

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

"Inside" Lower Mainland/Fraser Valley

Effective June 17, 2019

| Employee Classifications: | % | Base Rate | VP/SHP 8% | Benefit Plan | RRSP | CAF | Adv. Fund | AWCC | CIRP | ‡ JAPlan | BCBCBTU | D&A | Total Monetary Package |
|---|-------------|------------------|----------------------|-------------------------|--------------|-------------|------------------|-------------|-------------|-----------------|----------------|----------------|---------------------------------------|
| Journey person | | | | | | | | | | | | | |
| Crew Leader (CL) | 115% | 40.89 | 3.271 | 2.55 | 1.960 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 49.051 |
| Certified (CJP) | 100% | 35.56 | 2.845 | 2.55 | 1.960 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 43.295 |
| Plasterer Apprentice or Uncertified Plasterer (UP) | | | | | | | | | | | | | |
| 6th Term or Level 6 | 95% | 33.78 | 2.702 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 40.784 |
| 5th Term or Level 5 | 90% | 32.00 | 2.560 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 38.862 |
| 4th Term or Level 4 | 85% | 30.23 | 2.418 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 36.950 |
| 3rd Term or Level 3 | 80% | 28.45 | 2.276 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 35.028 |
| 2nd Term or Level 2 | 75% | 26.67 | 2.134 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 33.106 |
| 1st Term or Level 1 | 70% | 24.89 | 1.991 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 31.183 |
| Pre-Apprentice | 45% | 16.00 | 1.280 | n/a | n/a | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 17.660 |

‡ JAPlan contributions have been temporarily suspended effective May 1, 2018.

MINIMUM STRAIGHT TIME HOURLY WAGE RATES
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A2.1"
COMMERCIAL/INSTITUTIONAL

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

"Outside" Lower Mainland/Fraser Valley

Effective June 17, 2019

| Employee Classifications: | % | Base Rate | VP/SHP 8% | Benefit Plan | RRSP | CAF | Adv. Fund | AWCC | CIRP | ‡ JAPlan | BCBCBTU | D&A | Total Monetary Package |
|---|-------------|------------------|----------------------|-------------------------|--------------|-------------|------------------|-------------|-------------|-----------------|----------------|----------------|---------------------------------------|
| Journeyman | | | | | | | | | | | | | |
| Crew Leader (CL) | 115% | 39.74 | 3.179 | 2.55 | 1.960 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 47.809 |
| Certified (CJP) | 100% | 34.56 | 2.765 | 2.55 | 1.960 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 42.215 |
| Plasterer Apprentice or Uncertified Plasterer (UP) | | | | | | | | | | | | | |
| 6th Term or Level 6 | 95% | 32.83 | 2.626 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 39.758 |
| 5th Term or Level 5 | 90% | 31.10 | 2.488 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 37.890 |
| 4th Term or Level 4 | 85% | 29.38 | 2.350 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 36.032 |
| 3rd Term or Level 3 | 80% | 27.65 | 2.212 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 34.164 |
| 2nd Term or Level 2 | 75% | 25.92 | 2.074 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 32.296 |
| 1st Term or Level 1 | 70% | 24.19 | 1.935 | 2.55 | 1.372 | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 30.427 |
| Pre-Apprentice | 45% | 15.55 | 1.244 | n/a | n/a | 0.13 | 0.100 | 0.05 | 0.04 | n/a | 0.05 | 0.01 | 17.174 |

‡ JAPlan contributions have been temporarily suspended effective May 1, 2018.

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B1.1"
COMMERCIAL/INSTITUTIONAL

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

"Inside" Lower Mainland/Fraser Valley

Effective June 17, 2019

| | Employee Classifications | | | | | | | | | |
|---------------------------------------|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------|
| | CL | CJP | 6 | 5 | 4 | 3 | 2 | 1 | PA | |
| Employer Contributions: | | | | | | | | | | |
| Cement Masons' Welfare Trust Fund | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | n/a | |
| Group RRSP | 1.960 | 1.960 | 1.372 | 1.372 | 1.372 | 1.372 | 1.372 | 1.372 | n/a | |
| Contract Administration Fund | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | |
| OPCMIA Plasterers Advancement Fund | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | |
| AWCC Promotion Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | |
| Rehabilitation Plan | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | |
| JAPlan | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | |
| BCBCBTU | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | |
| * Total Employer Contributions | 4.890 | 4.890 | 4.302 | 4.302 | 4.302 | 4.302 | 4.302 | 4.302 | 0.380 | |
| Employee Deductions: | | | | | | | | | | |
| Field Dues (Local + International) | 1.290 | 1.290 | 1.110 | 1.110 | 1.110 | 1.110 | 1.110 | 1.110 | 0.540 | |
| BCYT | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | |
| Rehabilitation Plan | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | |
| * Total Employee Deductions | 1.440 | 1.440 | 1.260 | 1.260 | 1.260 | 1.260 | 1.260 | 1.260 | 0.690 | |
| * Total Hourly Remittance | | | | | | | | | | |
| | ST | 6.330 | 6.330 | 5.562 | 5.562 | 5.562 | 5.562 | 5.562 | 5.562 | 1.070 |
| | 1.5X OT | 6.330 | 6.330 | 5.562 | 5.562 | 5.562 | 5.562 | 5.562 | 5.562 | 1.070 |
| | 2X OT | 6.330 | 6.330 | 5.562 | 5.562 | 5.562 | 5.562 | 5.562 | 5.562 | 1.070 |

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

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B2.1"
COMMERCIAL/INSTITUTIONAL

Schedule "B2.1" shall apply to all commercial/institutional projects which are located inside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective June 17, 2019

| | Employee Classifications | | | | | | | | |
|---------------------------------------|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | CL | CJP | 6 | 5 | 4 | 3 | 2 | 1 | PA |
| Employer Contributions: | | | | | | | | | |
| Cement Masons' Welfare Trust Fund | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | n/a |
| Group RRSP | 1.960 | 1.960 | 1.372 | 1.372 | 1.372 | 1.372 | 1.372 | 1.372 | n/a |
| Contract Administration Fund | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 | 0.130 |
| OPCMIA Plasterers Advancement Fund | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 |
| AWCC Promotion Fund | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| Rehabilitation Plan | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| JAPlan | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| BCBCBTU | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| D&A Policy | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| * Total Employer Contributions | 4.890 | 4.890 | 4.302 | 4.302 | 4.302 | 4.302 | 4.302 | 4.302 | 0.380 |
| Employee Deductions: | | | | | | | | | |
| | CL | CJP | 6 | 5 | 4 | 3 | 2 | 1 | PA |
| Field Dues (Local + International) | 1.260 | 1.260 | 1.080 | 1.080 | 1.080 | 1.080 | 1.080 | 1.080 | 0.510 |
| BCYT | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 | 0.100 |
| Canadian Building Trades | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 | 0.010 |
| Rehabilitation Plan | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| * Total Employee Deductions | 1.410 | 1.410 | 1.230 | 1.230 | 1.230 | 1.230 | 1.230 | 1.230 | 0.660 |
| * Total Hourly Remittance | | | | | | | | | |
| | ST | 6.300 | 6.300 | 5.532 | 5.532 | 5.532 | 5.532 | 5.532 | 1.040 |
| | 1.5X OT | 6.300 | 6.300 | 5.532 | 5.532 | 5.532 | 5.532 | 5.532 | 1.040 |
| | 2X OT | 6.300 | 6.300 | 5.532 | 5.532 | 5.532 | 5.532 | 5.532 | 1.040 |

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

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. **BCBT**
British Columbia Building Trades Council
4. **CLR**
Construction Labour Relations Association of British Columbia.
All references made to CLR shall be deemed to also refer to any successor association(s), organization(s), etc. which may be established.
5. **Day**
Unless otherwise specified, one (1) day shall be deemed to mean one (1) full calendar day, and such day shall be deemed to commence at 12:00 am. (i.e. midnight).
6. **Employee**
Any individual who is a member of the Union, and/or such other person employed by the Employer under the terms of this Agreement.
7. **Employer**
Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement. Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.
8. **Hours Worked**
Employer contributions and Employee deductions made on the basis of "hours worked" shall be calculated as follows:
 - 1 straight time hour = 1 hour worked
 - 1 time and one-half overtime hour = 1 hour worked
 - 1 double time overtime hour = 1 hour worked

9. Hours Earned

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

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

10. Industrial Construction

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

11. LRB

British Columbia Labour Relations Board

12. Local Resident

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

13. Lower Mainland/Fraser Valley

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

14. OPCMIA

Operative Plasterers' & Cement Masons' International Association

15. 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.

16. Union

OPCMIA Local 919 and/or any other such OPCMIA Local as may be established whose members perform work as governed by the terms of this Agreement. Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

17. WorkSafe BC

Workers' Compensation Board of

BY AND BETWEEN: **OPCMIA Plasterers Local 919**
(Hereinafter referred to as the "Union")

AND: **Construction Labour Relations Association of BC (CLR)**

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

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

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

- (1)** The Union shall not restrict, in any way, an Employer's right to perform work on a project site whereon work falling within the jurisdiction of the plasterers masons is being performed by individuals who are not members of the Union. Where an Employer performs work on such a project site, regardless of whether the Employer is a subcontractor or merely working on the same site, the Union shall not exercise its non-affiliation clause or refuse to work on such project.
- (2)** Item (1) shall apply regardless of the signatory status or lack thereof of the employer(s) of those individuals who are performing work falling within the work jurisdiction of the Union, and/or whether the Employer is a subcontractor of the employer(s) in question, or merely working on the same site as the employees or subcontractor(s) of such employer(s).
- (3)** It shall be a violation of the Craft Plasterers Local 919 Standard C/I Agreement for the Union to attempt to exert pressure upon an Employer because such Employer is performing work on an open shop project or has the intention of doing so. In particular, the Union shall not withdraw its members from an open shop project and/or threaten to do so. Nor shall the Union attempt to exert pressure upon an Employer by other means.

BY AND BETWEEN:

**OPCMIA Union Local 919
(Hereinafter referred to as the "Union")**

AND:

Construction Labour Relations Association of BC (CLR)

**(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Letter of Understanding and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")**

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Craft Plasterers Local 919 Standard C/I Agreement. Such terms and conditions shall not be included within the Craft Plasterers Local 919 Standard C/I Agreement, but shall otherwise be deemed to pertain thereto and be a part thereof. As a result, all other relevant provisions of the Craft Plasterers Local 919 Standard C/I Agreement (i.e. effective date and duration, grievance resolution procedure, etc.) shall also apply to this Letter of Understanding.

In particular, the parties hereby agree that the provisions of this Letter of Understanding are applicable only on shifts in excess of ten (10) hours. Where mutual agreement is referenced within this Letter of Understanding, the voluntary consent of the majority of employees on a crew shall be required in order for such agreement to have been achieved.

A. Shifts in Excess of Ten (10) Hours

The parties agree that shifts in excess of ten (10) hours occur as a result of either a "Scheduled Shift" or an "Unscheduled Overtime Shift". Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Understanding.

1. Scheduled Shifts

When an employee commences work on a shift in excess of ten (10) hours and such employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be eleven (11) hours and the employee only works eleven (11) hours.

2. Unscheduled Overtime Shifts

- a. When an employee commences work on a shift in excess of ten (10) hours but such employee ultimately works more than the originally scheduled hours, such a shift would be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eleven (11) hours but the employee ultimately works twelve (12) hours.
- b. When an employee commences work on a shift of ten (10) hours or less but such employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours but the employee ultimately works eleven (11) hours.

B. Objective

The objective of this Letter of Understanding is to address the practical differences between

providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

C. Paid Meal Breaks and Hot Meals

Notwithstanding any/all contrary interpretation of this Letter of Understanding, the second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that a hot meal is not supplied, the Employer shall pay a meal allowance to each affected Employee in lieu thereof. The amount shall be seventeen dollars (\$17.00), or the amount specified by CRA as reasonable for an overtime meal allowance.

D. Meal Breaks on Scheduled Shifts

1. Scheduled Shifts In Excess of Ten (10) Hours

Two (2) meal breaks of one-half (½) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including twelve (12) hours.

- a. The first one-half (½) hour meal break shall be scheduled as near as is practical to the one-third (a) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half (½) hour meal break shall be scheduled as near as is practical to the two-thirds (b) point of the shift and shall not be considered as time worked/earned.

c. Example - Scheduled Shift of Twelve (12) Hours

| | |
|-----------|--|
| 4.0 hours | 8:00 am to 12:00 noon work (straight time or overtime as the day/shift warrants) |
| 0.5 hours | 12:00 noon to 12:30 pm first meal break (not paid) |
| 4.0 hours | 12:30 pm to 4:30 pm work (straight time or overtime as the day/shift warrants) |
| 0.5 hours | 4:30 pm to 5:00 pm second meal break (payable at straight time) |
| 4.0 hours | 5:00 pm to 9:00 pm work (straight time or overtime as the day/shift warrants) |

2. Scheduled Shifts in Excess of Twelve (12) Hours

Three (3) meal breaks of one-half (½) hour each shall be provided on all Scheduled Shifts in excess of twelve (12) hours, up to and including sixteen (16) hours.

- a. The first one-half (½) hour meal break shall be scheduled as near as is practical to the one-quarter (¼) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half (½) hour meal break shall be scheduled as near as is practical to the one-half (½) point of the shift and shall not be considered as time worked/earned.
- c. The third one-half (½) hour meal break shall be scheduled as near as is practical to the three-quarters (¾) point of the shift and shall not be considered as time worked/earned.

d. Example - Scheduled Shift of Fourteen (14) Hours

| | |
|-----------|--|
| 3.5 hours | 8:00 am to 11:30 am work (straight time or overtime as the day/shift warrants) |
| 0.5 hours | 11:30 am to 12:00 noon first meal break (not paid) |

| | |
|-----------|--|
| 3.5 hours | 12:00 noon to 3:30 pm work (straight time or overtime as the day/shift warrants) |
| 0.5 hours | 3:30 pm to 4:00 pm second meal break (payable at straight time) |
| 3.5 hours | 4:00 pm to 7:30 pm work (straight time or overtime as the day/shift warrants) |
| 0.5 hours | 7:30 pm to 8:00 pm third meal break (payable at straight time) |
| 3.5 hours | 8:00 pm to 11:30 pm work (overtime as the day/shift warrants) |

E. Meal Breaks on Unscheduled Overtime Shifts

The parties acknowledge that it is the "unscheduled" nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

Option #1 - Early Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of twelve (12) hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original shift was a nine (9) hour or ten (10) hour shift.

Option #2 - Late Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

a. Default Provision

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

b. Flexible Provision

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected employees in order to determine if a majority of the crew

APPENDIX "C" – LETTER OF UNDERSTANDING RE: MEAL BREAKS**PAGE 4 OF 4**

wishes to delay the second meal break until after the one-half (½) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

| | |
|-----------|--|
| 5.0 hours | 7:00 am to 12:00 noon work (straight time or overtime as the day/shift warrants) |
| 0.5 hours | 12:00 noon to 12:30 pm first meal break (not paid) |
| 5.0 hours | 12:30 pm to 5:30 pm work (straight time or overtime as the day/shift warrants) |
| 0.5 hours | 5:30 pm to 6:00 pm work (overtime) |
| 0.5 hours | 6:00 pm to 6:30 pm second meal break (payable at straight time) |

The typical application of this schedule would allow for employees to depart for home at 6:30 pm, and be paid the meal allowance in lieu of the hot meal.

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

OPCMIA LOCAL 919

To assist the parties in the securing more of the current market share of work in the Construction Industry in the Province of B.C., a committee of equal representation from BCBCBTU and CLR shall be established within six (6) months from the date of these recommendations and shall meet on a quarterly basis thereafter to determine the effect the following amendment has had on the securing of new contracts by CLR. CLR (and its members) shall provide the committee with such information as required to make the determination.

For the term of the renewed collective agreement expiring on April 30, 2023 unless renewed by mutual agreement, effective the first of the month following the date of implementation of these recommendations, overtime for the first ten (10) hours on Saturdays shall be paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate and double time thereafter.

Collective agreements that currently provide for more hours being paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate or for hours paid at less than time and one-half (1.5X) on Saturdays, the existing provisions shall continue to be applied.

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

Effective date of signing, the following employers have authorized CLR to bargain a renewal Craft Plasterers Local 919 Standard C/I Agreement with the Operative Plasterers & Cement Masons International Association Local 919 and to sign such Agreement on their behalf.

1. Greer Contracting Ltd.

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of authorized Employers to the above list of signatory Employers.