

# **WALL & CEILING SECTOR POLY PARTY STANDARD ICI AGREEMENT**

**By and Between:**

**IUPAT District Council #38**

(On behalf of its affiliated Local Unions)

("IUPAT DC#38")

**And:**

**OPCMIA Plasterers Local 919**

("OPCMIA Local 919" or the "Union")

(collectively, the "Poly Party Unions")

**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 List of Signatory Employers, and those members added from time to time by notice given to the Poly Party Unions.)

(the "Employer")

**May 01, 2020 to April 30, 2024**

The Poly Party Unions and CLR hereby agree that the following provisions constitute the entirety of the Wall & Ceiling Sector Poly Party Standard ICI Agreement (this "Agreement"). The use of the term "the Parties" within this Agreement shall refer to OPCMIA Local 919 and CLR only.

**1. Application of the Wall & Ceiling Sector All Employee Standard ICI Agreement**

- (a) The Wall & Ceiling Sector All Employee Standard ICI Agreement (the "All Employee Agreement") shall also govern the work performed pursuant to this Agreement, except as otherwise superseded herein with respect to the craft work jurisdiction of a plasterer only.
- (b) The Parties shall apply and interpret the All Employee Agreement as if it were by and between OPCMIA Local 919 and CLR with respect to the matters pertaining to the how the All Employee Agreement governs the craft work jurisdiction of a plasterer.

**2. Management Rights and Subcontracting**

Replaces the preface paragraph of Article 3.201 of the All Employee Agreement.

No Employer shall subcontract work which is the craft work jurisdiction of the plasterers or the cement masons to any contractor that is not signatory with the Union if such subcontracted work is to be performed on any of the following.

**3. Monetary Package Breakdown**

Replaces Article 4.101 of the All Employee Agreement.

Refer to Schedules "A1", "A2", "B1" and "B2" for a detailed breakdown of the monetary package.

**4. Allocation of Monetary Package**

Replaces Article 4.200 of the All Employee Agreement.

No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Union Group RRSP, and all other Employer contributions) without the prior mutual agreement, in writing, of the Parties. Such mutual agreement shall not be unreasonably withheld.

**5. Uncertified Plasterer (UP)**

Replaces Article 4.403 of the All Employee Agreement.

- (a) An Uncertified Plasterer (UP) shall be defined as an individual who does not possess a valid TQ certificate and was directly hired by the Employer.
- (b) 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.
- (c) The minimum straight time hourly wage rate for a UP shall be the applicable percentage of the applicable Certified Journeyman Plasterer 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%

- (d) 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 "grand-parented" as Certified Journeyman Plasterers 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.

**6. Plasterer Apprentice**

Replaces Articles 4.404 and 4.405 of the All Employee Agreement.

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.

- (a) 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.
- (b) 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.
- (c) The minimum straight time hourly wage rate for a Plasterer Apprentice shall be the applicable percentage of the applicable Certified Journeyman Plasterer minimum straight time hourly wage rate on the project.

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

- (d) (i) 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.
- (ii) 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 Plasterer 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.
- (iii) 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.
- (e) Refer to Schedules "A1", "A2", "B1" and "B2" for a breakdown of the six (6) Plasterer Apprentice monetary packages.

**7. Pre-Apprentice**

Replaces Article 4.406 (a) of the All Employee Agreement.

The Parties recognize the importance of recruiting future Plasterer Apprentices. The Pre-Apprentice classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Pre-Apprentice shall, in the case of competent workers, be a possible source of future Plasterer Apprentices.

**8. Union Benefit Plan and Group RRSP**

Replaces Articles 4.601 and 4.802 of the All Employee Agreement.

- (a) The Employer shall contribute the required amount(s) to the Union Benefit Plan and Group RRSP in the manner set forth in Article 5.000 of the All Employee Agreement. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2".
- (b) Notwithstanding Article 4, 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.
- (c) No Employer contribution to the Group RRSP shall be required on behalf of a Plasterer Apprentice and/or a Pre-Apprentice.

**9. Other Employee Deductions**

Replaces Article 4.702 of the All Employee Agreement.

The Employer shall process an employee deduction for the OPCMA Local 919 Plasterers Advancement Fund, BC Building Trades and the Canadian Building Trades in such amount(s) as the Union directs and shall forward such deductions in the manner set forth in Article 5.000 of the All Employee Agreement. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2". The Union may alter such amounts(s) by providing the Employer with sixty (60) calendar days' written notice.

**10. Differentiation of Employee Classifications**

Replaces Article 8.300 of the All Employee Agreement.

Notwithstanding any/all contrary provisions of this Agreement, the Union shall not make any attempt to dispatch an employee of a different employee classification (i.e. Foreperson, Certified Journeyman Plasterer, Uncertified Plasterer, Plasterer Apprentice, and/or Pre-Apprentice) than was requested by the Employer. In particular, the Union shall not make any attempt to restrict/limit or deny the Employer from hiring the maximum ratio of Plasterer Apprentices permitted in accordance with Article 6. (b).

**11. Tools, Equipment and Protective Clothing**

Replaces Articles 11.501 (a) and 11.501 (b) of the All Employee Agreement. Article 11.501 remains unchanged.

- |   |                  |
|---|------------------|
| > 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 |

An employee shall also provide the following hand tools/equipment when performing wallboard taping and filling work.

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

**12. Joint Labour Management Initiatives**

Delete Article 12.100 of the All Employee Agreement.

Delete Article 12.100 in its entirety.

**SIGNATURE OF PARTIES**

Dated this 3 day of November, 2020

Signed on behalf of:  
Construction Labour Relations  
Association of BC



Dated this 5 day of November, 2020

Signed on behalf of:  
OPCMIA Plasterers Local 919



IUPAT District Council #28



MINIMUM STRAIGHT TIME HOURLY WAGE RATES  
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A1.1"

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

"Inside" Lower Mainland/Fraser Valley

Effective October 1, 2020

<b>Employee Classifications:</b>	<b>%</b>	<b>Base Rate</b>	<b>VP/SHP 8%</b>	<b>Benefit Plan</b>	<b>Group RRSP</b>	<b>CAF</b>	<b>AWCC</b>	<b>CIRP</b>	<b>D&amp;A</b>	<b>Total Monetary Package</b>
<b>Journey person</b>										
Foreperson (FP)	115%	40.28	3.222	2.55	2.200	0.13	0.05	0.04	0.01	48.482
<b>Certified (CIP)</b>	<b>100%</b>	<b>35.03</b>	<b>2.802</b>	<b>2.55</b>	<b>2.200</b>	<b>0.13</b>	<b>0.05</b>	<b>0.04</b>	<b>0.01</b>	<b>42.812</b>
<b>Plasterer Apprentice or Uncertified Plasterer (UP)</b>										
6th Term or Level 6	95%	33.28	2.662	2.55	n/a	0.13	0.05	0.04	0.01	38.722
5th Term or Level 5	90%	31.53	2.522	2.55	n/a	0.13	0.05	0.04	0.01	36.832
4th Term or Level 4	85%	29.78	2.382	2.55	n/a	0.13	0.05	0.04	0.01	34.942
3rd Term or Level 3	80%	28.02	2.242	2.55	n/a	0.13	0.05	0.04	0.01	33.042
2nd Term or Level 2	75%	26.27	2.102	2.55	n/a	0.13	0.05	0.04	0.01	31.152
1st Term or Level 1	70%	24.52	1.962	2.55	n/a	0.13	0.05	0.04	0.01	29.262
<b>Pre-Apprentice</b>	<b>45%</b>	<b>15.76</b>	<b>1.261</b>	<b>n/a</b>	<b>n/a</b>	<b>0.13</b>	<b>0.05</b>	<b>0.04</b>	<b>0.01</b>	<b>17.251</b>

MINIMUM STRAIGHT TIME HOURLY WAGE RATES  
BREAKDOWN OF MONETARY PACKAGE

SCHEDULE "A2.1"

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

"Outside" Lower Mainland/Fraser Valley

Effective October 1, 2020

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Benefit Plan	RRSP	CAF	AWCC	CIRP	D&A	Total Monetary Package
<b>Journey person</b>										
Foreperson (FP)	115%	39.13	3.130	2.55	2.200	0.13	0.05	0.04	0.01	47.240
Certified (CJP)	100%	34.03	2.722	2.55	2.200	0.13	0.05	0.04	0.01	41.732
<b>Plasterer Apprentice or Uncertified Plasterer (UP)</b>										
6th Term or Level 6	95%	32.33	2.586	2.55	n/a	0.13	0.05	0.04	0.01	37.696
5th Term or Level 5	90%	30.63	2.450	2.55	n/a	0.13	0.05	0.04	0.01	35.860
4th Term or Level 4	85%	28.93	2.314	2.55	n/a	0.13	0.05	0.04	0.01	34.024
3rd Term or Level 3	80%	27.22	2.178	2.55	n/a	0.13	0.05	0.04	0.01	32.178
2nd Term or Level 2	75%	25.52	2.042	2.55	n/a	0.13	0.05	0.04	0.01	30.342
1st Term or Level 1	70%	23.82	1.906	2.55	n/a	0.13	0.05	0.04	0.01	28.506
Pre-Apprentice	45%	15.31	1.225	n/a	n/a	0.13	0.05	0.04	0.01	16.765

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B1.1"

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

"Inside" Lower Mainland/Fraser Valley

Effective October 1, 2020

	Employee Classifications								
	FP	CJP	6	5	4	3	2	1	PA
<b>*Employer Contributions:</b>									
Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
Group RRSP	2.200	2.200	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
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
D&A Policy	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Employer Contributions</b>	<b>4.980</b>	<b>4.980</b>	<b>2.780</b>	<b>2.780</b>	<b>2.780</b>	<b>2.780</b>	<b>2.780</b>	<b>2.780</b>	<b>0.230</b>
<b>*Employee Deductions:</b>									
Field Dues (Local + International)	1.290	1.290	1.050	1.050	1.050	1.050	1.050	1.050	0.510
OPCMIA Local 919 Advancement Fund	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
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
<b>Total Employee Deductions</b>	<b>1.540</b>	<b>1.540</b>	<b>1.300</b>	<b>1.300</b>	<b>1.300</b>	<b>1.300</b>	<b>1.300</b>	<b>1.300</b>	<b>0.760</b>
<b>Total Hourly Remittance</b>	<b>6.520</b>	<b>6.520</b>	<b>4.080</b>	<b>4.080</b>	<b>4.080</b>	<b>4.080</b>	<b>4.080</b>	<b>4.080</b>	<b>0.990</b>

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



EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

SCHEDULE "B2.1"

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

"Outside" Lower Mainland/Fraser Valley

Effective October 1, 2020

	Employee Classifications								
	FP	CJP	6	5	4	3	2	1	PA
<b>*Employer Contributions:</b>									
Cement Masons' Welfare Trust Fund	2.550	2.550	2.550	2.550	2.550	2.550	2.550	2.550	n/a
Group RRSP	2.200	2.200	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
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
D&A Policy	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010
<b>Total Employer Contributions</b>	<b>4.980</b>	<b>4.980</b>	<b>2.780</b>	<b>2.780</b>	<b>2.780</b>	<b>2.780</b>	<b>2.780</b>	<b>2.780</b>	<b>0.230</b>
<b>*Employee Deductions:</b>									
Field Dues (Local + International)	1.260	1.260	1.020	1.020	1.020	1.020	1.020	1.020	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
<b>Total Employee Deductions</b>	<b>1.410</b>	<b>1.410</b>	<b>1.170</b>	<b>1.170</b>	<b>1.170</b>	<b>1.170</b>	<b>1.170</b>	<b>1.170</b>	<b>0.660</b>
<b>Total Hourly Remittance</b>	<b>6.390</b>	<b>6.390</b>	<b>3.950</b>	<b>3.950</b>	<b>3.950</b>	<b>3.950</b>	<b>3.950</b>	<b>3.950</b>	<b>0.890</b>

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

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**APPENDIX "D" - LIST OF SIGNATORY EMPLOYERS**

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

Effective July 28, 2020, the following employers have authorized CLR to bargain a new Wall & Ceiling Sector Poly Party Standard ICI Agreement with OPCMIA Plasterers Local 919 and IUPAT District Council #38 and to sign such Agreement on their behalf.

1. Ex-cel Acoustics Ltd.
2. Gallagher Bros. Contractors Ltd.
3. Modern Drywall Construction Co. Ltd.
4. Optima Building Systems Ltd.