



**LOCAL
919**

**BRITISH COLUMBIA
ROAD BUILDING INDUSTRY
STANDARD AGREEMENT**

BY and BETWEEN:

**CONTRACTORS INVOLVED IN THE BRITISH
COLUMBIA ROAD BUILDING INDUSTRY**

AND:

**OPERATIVE PLASTERERS' & CEMENT MASONS'
INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919**

2011 - 2013

INDEX

<u>CLAUSE</u>		<u>PAGE</u>
1.	OBJECTS	4
2.	DURATION	4
3.	EXTENT	5
	3.1 Application	5
	3.2 Sub-Contractors	5
4.	WAGES	5
	4.1 Hourly Wage Rates.....	5
	4.2 Health, Welfare and Pension Plan.....	5
	4.3 Vacation and General Holidays.....	6
	4.4 Payment of Wages.....	6
	4.5 Bonding Payroll Failures and Out-of-Province Firms.....	7
	4.6 Cement Mason Trade Jurisdiction.....	8
5.	HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME	8
	5.1 Regular Hours.....	8
	5.2 Shifts	8
	5.3 Shift Rotation.....	9
	5.4 Variations.....	9
	5.5 Call-Out Time.....	9
6.	OVERTIME	10
	6.1 Provision of Meals on Overtime.....	11
7.	TRANSPORTATION	11
	7.11 Bereavement Leave	12
	7.12 Local Transportation.....	12
	(a) Cities, Towns or Villages	12
	(b) Camps.....	13
	(c) Metropolitan Areas.....	13
	(d) Vancouver-New Westminster Metropolitan Area.....	14
	(e) Victoria Metropolitan Area	14
	(f) Nanaimo Area.....	14
	(g) During Working Hours.....	14
8.	CEMENT MASONS' APPRENTICESHIP TRADE AND PROMOTIONAL FUND	14
9.	WORKING CONDITIONS	15
	9.14 Special Conditions-Underground	16
	9.16 Telephones	16
10.	UNION SHOP	16
	10.1 Dispatch Offices	16
	10.2 Hiring.....	17
11.	JOB STEWARDS	18

12.	ROOM AND BOARD	18	
13.	ACCIDENT PREVENTION	19	
14.	DISPUTES	20	
	14.4 Industry Grievance Panel.....	21	
	14.5 Time Limits.....	21	
	14.6 Failure to Act.....	22	
15.	CONSTRUCTION UNIONS RESOLUTION BOARD	22	
16.	PUBLIC RELATIONS	22	
17.	SAVINGS CLAUSE	22	
18.	WORKING DUES CHECKOFF	22	
19.	CONSTRUCTION INDUSTRY REHABILITATION FUND	23	
20.	METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS	23	
21.	ENABLING CLAUSE	24	
ADDENDUM #1 B.C. ROAD BUILDING INDUSTRY STANDARD AGREEMENT			
	M.O.A (Lower Mainland Paving Group).....	25 - 27	
SCHEDULE OF EMPLOYER CONTRIBUTIONS			28
ADDENDUM #1	SCHEDULE "A", Wage Rates.....	29 - 30	
ADDENDUM #1	SCHEDULE "B", Special Provisions.....	31 - 33	
	Foreman.....	31	
	General Foreman.....	32	
	First Aid Man.....	32	
	Health, Welfare & Pension Plans.....	32	
	Tool List.....	33	
ADDENDUM #2 B.C. ROAD BUILDING INDUSTRY STANDARD AGREEMENT			
	M.O.A (Vancouver Island Paving Group).....	34 - 36	
SCHEDULE OF EMPLOYER CONTRIBUTIONS			37
ADDENDUM #2	SCHEDULE "A", Wage Rates.....	38 - 39	
ADDENDUM #2	SCHEDULE "B", Special Provisions.....	40- 43	
	Foreman.....	40	
	General Foreman.....	41	
	First Aid Man.....	41	
	Health, Welfare & Pension Plans.....	41	
	Tool List.....	43	
LETTER OF UNDERSTANDING RE: STRING LINE			44

AGREEMENT BETWEEN:

CONTRACTORS SIGNATORY TO THE ATTACHED ADDENDUMS

(Hereinafter referred to as "The Employer")

AND:

OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919

(Hereinafter referred to as "The Union")

CLAUSE 1: OBJECTS

The objects of this Agreement are to stabilize the Road Building Industry; provide fair and reasonable working conditions and job security for employees in the industry; promote harmonious employment relationships between Employers and employees; provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes, lockouts, and work stoppages; enable the skills of both Employers and employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

For the purpose of this agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

CLAUSE 2: DURATION

This agreement shall be in full force and effect from and including March 1, 2011 to and including February 28, 2013 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date February 28, 2013 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

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

The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

CLAUSE 3: EXTENT

3.1 Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in the attached Schedule on the following types of construction work in the Province of British Columbia and the Yukon Territory and shall be binding on the Employer and the Union and their respective successors and assigns.

Federal, Provincial, or Municipal roads and highways, logging roads, mining roads, mine stripping, railway grades, dykes, access roads to projects or industrial sites, all asphalt paving and concrete paving of highways and roads, asphalt parking lots and driveways, airport runways and taxi strips and gravel crushing for the foregoing types of work. The Employer shall be allowed to perform residential and municipal utility work and mine tailing dams under the terms and conditions of this Agreement.

When working on construction projects other than those described above, the Employer agrees that he/she shall abide by the Agreements covering such work between the Union and the Construction Labour Relations Association of B.C.

3.2 Sub-Contractors:

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

The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on the Sub-Contractor.

In the event a Sub-Contractor fails to make payment of wages, or benefits and conditions as contained in this Agreement, the prime contractor shall upon written notice, by the Union, of such payroll failure, be required to make the necessary payments.

CLAUSE 4: WAGES - VACATIONS AND GENERAL HOLIDAYS

4.1 Hourly Wage Rates:

The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Addendum #1 & #2 and Schedule "A", hereunto annexed in respect of the various classifications therein contained. Addendum #1 & #2 and Schedule "A" shall be deemed to be contained in and form a part of this Agreement.

4.2 Health, Welfare and Pension Plans:

The Employer will make contributions for Health, Welfare and Pension Plans in such amounts and under such conditions as are set forth in Addendum #1 & #2 and Schedule "B" forming part of this Agreement.

The employer contributions to the Cement Masons' Health and Welfare and Pension Plans shall be distributed at the sole discretion of the Union between the Health and Welfare component and the Pension Plan Component. The Employers shall be advised in writing, prior to any/every change.

4.3 **Vacation and General Holidays:**

Vacation and General Holiday pay shall be accrued at the rate of twelve and one half percent (12.5%) of gross earnings six percent (6%) for annual vacation and six and one half percent (6.5%) for General Holidays and shall be paid to the employee upon termination of employment, or when an employee takes his annual vacation.

Vacation and General Holiday pay shall be paid on each payroll.

Employees who have completed twelve (12) months of continuous employment from their date of hire (excluding temporary layoff) upon request shall be entitled to a minimum of three (3) consecutive weeks' vacation. Vacation periods will be arranged by mutual agreement between the employee and the Employer. It being understood no fare and travel time is payable.

The recognized holidays are: New Year's Day, third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Canada Day, first Monday in August (British Columbia Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double time rates. In the event that any additional day or days are declared public or provincial holidays by the Federal and/or Provincial Government, then such holidays shall be recognized and the General Holiday pay shall be increased by one-half of one percent (0.5%) for each additional day. The additional percentage to become effective as of the date of the holiday.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed.

When Christmas Day and Boxing Day fall on Saturday and Sunday, the following Monday and Tuesday will be observed.

When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Remembrance Day, Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the nearest Monday and the actual day of the holiday shall be worked and paid for at the appropriate straight time rate. Work performed on the day upon which it has been agreed that the holiday will be observed, the Employee will be paid at double time rates.

When working in a location where the Employer is prevented by the owner from working on a General Holiday, then the actual General Holiday will be observed.

4.4 **Payment of Wages:**

The Employer shall at least every second Friday, pay to each employee covered by this Agreement all wages earned by that employee to a day not more than five (5) working days prior to the date of payment, provided that if a General Holiday falls on the regular payday, payment will be made the preceding day. Second shift to be paid at least every second Thursday.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until payment of wages or other arrangements are made between the Employer and the Union.

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than the next day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by such employee.

As directed by the employee, a cheque mailed to the address of the employee, or to the Union office within the time as specified above, shall constitute payment in accordance with the provisions of this Agreement.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer, and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.

The Employer will provide a separate or detachable itemized statement with each pay, showing the number of hours at straight time rate and at overtime rate, the wage rate and total deductions from the amount earned.

Where subsistence allowance is payable under the terms of this Agreement, such subsistence allowance shall be paid by separate cheque.

4.5 Bonding Payroll Failures and Out-of-Province Firms:

- (a) Before members are dispatched to the Employer, such Employer shall, if demanded by the Union, post a bond or an Irrevocable Letter of Credit in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each employee who will be placed on the Employer's payroll for use in default of payment of wages, benefit contributions, vacation pay, General Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond or Irrevocable Letter of Credit shall, by mutual consent of the Union and the Employer concerned, be terminated.
- (b) Where there has been a payroll failure by the Employer or where the Employer has failed to remit trust funds as provided for elsewhere in this Agreement, the Employer shall, upon demand by the Union:
 - (i) make available at the Employer's premises all payroll records to the Union for examination; and/or
 - (ii) post a bond in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each employee who was on the Employer's payroll during the immediately preceding six (6) months.

In lieu of the bond, the Employer shall submit an Irrevocable Letter of Credit upon request of the Union.

- (c) Out-of-Province firms must establish a local pay office.

4.6 Cement Mason Trade Jurisdiction:

In case of a jurisdictional dispute over the allocation of work it is agreed that there will be no stoppage of work, but the procedure outlined in Clause 14 shall be followed. The cement masons' work jurisdiction for the road building industry shall include the following:

The placing and finishing of all concrete curbs and gutters, sidewalks, streets, roads, alleys, runways, aprons, and parking lots (whether finished by trowel or float or other process);

The setting of all catch basin frames, curb and gutter, sidewalk or any concrete forms one (1) board high;

The curing of finished concrete, wherever necessary, whether by chemical compound or otherwise shall be part of the jurisdiction of the cement masons.

The parties to this Agreement recognize the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as the successor plan to the "Impartial Board for the Settlement of Jurisdictional Disputes (AFL-CIO)". The parties further recognize that all Building Trades Unions are bound by the procedures of the Building Trades Departments Construction with respect to the resolution of jurisdictional disputes. Therefore, the parties agree to be bound to the procedure of the Building Trade Plan or any agreed upon successor plan.

CLAUSE 5: HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME

5.1 Regular Hours:

Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m., five (5) days shall constitute a week's work; i.e., Monday, 8:00 a.m. to Friday, 4:30 p.m. The start of the work week shall be Monday, 8:00 a.m., except as provided below:

5.2 Shifts:

When a second shift is required and continued for three (3) consecutive days or more, seven and one-half (7.5) hours of work shall constitute the second shift for which eight and one-half (8.5) hours' pay will be paid.

When a third shift is required and continued for three (3) consecutive days or more, seven and one-half (7.5) hours of work shall constitute the third shift for which nine and one-half (9.5) hours' pay will be paid.

Shift differential on straight time days shall be paid at straight time and on overtime days, at the prevailing overtime rate. All hours worked in excess of seven and one-half (7.5) hours on additional shifts, shall be paid for at overtime rates. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided.

When the Employer wishes to operate a project, or any part or parts thereof, on a three-shift basis, and provided the shifts are continued for three (3) or more consecutive days, then the starting time of the work week shall be 12:01 a.m. Monday, (in which case the work week will end at 12:00 midnight Friday). Any subsequent changes in the start of the work- week shall be made only after agreement has been reached with the Union.

5.3 Shift Rotation:

Where two (2) or more shifts are required, they shall rotate every two (2) weeks where practical: i.e., it is not intended that rotation would apply where there is no counterpart or cross shift.

Where a second shift is to be worked it shall commence not later than two (2) hours after completion of the first shift.

5.4 Variations:

All work done outside of the hours mentioned in Clause 5, section 1 and Clause 5, section 2 above shall be considered overtime EXCEPT:

- (a) When working hours are changed to obey fire prevention regulations made under the "Forest Act"; or
- (b) In accordance with Clause 5.1 the starting time may be varied up to two (2) hours. Where it is agreed between the Employer and the Union to vary the starting times; then, a majority of the employees on the job shall decide the issue. A ballot vote shall be taken on the job under the supervision of the Employer representative and a person designated by the Union.
- (c) Where, for the purpose of utilizing daylight hours, it is agreed between the Employer and the Union to vary the starting time from 8:00 a.m., each shift shall consist of seven and one-half (7.5) hours' work for which eight and one-half (8.5) hours shall be paid.
- (d) On paving projects where a single shift is established which encompasses part of the second shift and part of the third shift, the shift differential shall be two (2) hours.
- (e) Employees shall decide on such variation per the provision in paragraph (b) above.

5.5 Call-Out Time

It is understood that an employee starting work and no work is performed, he/she shall be paid two (2) hours at the Employee's applicable rate.

It is understood that a man starting work shall receive not less than four (4) hours' pay whether or not the job is suspended due to inclement weather:

- (a) On regular shifts at straight time;
- (b) On Saturdays, Sundays and General Holidays at the prevailing overtime rates;

- (c) Where an employee is called out for work at any time and no work is performed, he/she shall be paid a minimum of:
 - (i) On regular shifts, four (4) hours at straight time;
 - (ii) On overtime days, four (4) hours at the prevailing overtime rates;
 - (iii) After the regular shift, employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rate; provided however, that the employee has reported workman has reported to the job site in person, in a competent condition to carry out his duties, and providing adequate notice has not been given not to report to work.

Adequate notice shall be construed as follows: where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or pre-arranged radio broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

Each employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

The Employer shall pay to every employee covered by this Agreement, who works in excess of four (4) hours and less than eight (8) hours in any one shift at least 8 hours wages for each shift, provided the employee is available for work.

If the employee works more than four (4) hours on Saturday, Sunday, or General Holidays, he/she shall receive a minimum of eight (8) hours' pay at the prevailing overtime rates.

- (d) Where an employee reports at the request of his Employer, and performs work at overtime rates prior to his regular starting time, such time will be considered as overtime only, and not considered in calculating his daily minimums under this Clause.

CLAUSE 6: OVERTIME

- 6.1 All hours worked outside the regular hours, or the accepted variations therefrom, 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 following rates:

Monday through Friday - over eight (8) hours and up to and including eleven (11) hours, time and one-half; over eleven (11) hours, double time.

Saturday - time and one-half for all hours worked up to and including eleven (11) hours; over eleven (11) hours, double time.

Sunday and General Holidays, double time for all hours worked.

6.2 Provision of Meals on Overtime:

When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required to provide a meal at no cost to the employees, for those involved. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (1/2) hour and this break shall occur not more than six (6) hours after the last meal time.

Should an employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

6.3 Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate, and shall be given one-half (1/2) hour to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift

6.4 It is agreed that no employee shall be deprived of a hot meal by reason of working overtime, where the Employer is providing room and board.

CLAUSE 7: TRANSPORTATION

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

7.2 When an indentured apprentice is required to fulfill the annual schooling portion of his apprenticeship program, he shall receive fare and travel as per Clause 7 - Transportation.

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

7.4 If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation and meals shall be paid by the Employer.

7.5 If an employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer. Travel time shall be paid in accordance with paragraph 7.6

7.6 If the Employer fails to provide work and requires an employee to stand by for more than two (2) consecutive shifts, the employee, at his option, shall be deemed to have been laid off, and the cost of return transportation, meals, and a sleeper if night travel is necessary, and travel time shall be paid by the Employer. Call-out time without work does not constitute work provided.

7.7 Subject to the same conditions as govern transportation, eight (8) hour's pay at straight time will be paid each calendar day or portion thereof traveling or waiting for transportation. When the time required to travel to the job, check in and receive accommodation is less than (8) hours the Employee may be required to work until eight (8) hour have elapsed since his/her departure from his/her place of domicile.

7.8 Employees dispatched to jobs before jobs are ready will be paid waiting time at the regular rate until the job starts, or have their return transportation paid. Where subsistence allowance and retro pay is payable under the terms of this agreement, such payment shall be paid by separate cheque.

7.9 On projects of over fifty (50) calendar days duration, employees who are receiving room and board or a living-out allowance shall be eligible for leave after being on the project for thirty (30) calendar days. A maximum of four (4) days leave shall be granted at least once every forty-five (45) calendar days.

The scheduling and duration of these periodic leaves will be established by agreement with the employees, however the Employer shall have the right to vary the schedule within the above time periods due to inclement weather. Where the Employer schedules periodic leave due to inclement weather, all employees on the payroll shall be paid fare and expenses both ways regardless of length of time on the job.

When leave is desired in accordance with the above terms, the Employer shall provide transportation and expenses to the point of departure and back to the job. In no event will an employee receive leave unless he actually returns to his place of domicile and unless he returns to the project for the next shift following the leave.

No cash settlement in lieu of leave will be allowed. Living-out allowance shall not be paid during leave period. Employees who take leave from camp accommodations will not be required to vacate their rooms during leave.

7.10 If an employee takes sick, is injured or leaves the job for authentic compassionate grounds he shall be granted leave of absence. The Employer shall pay the cost of transportation to and from employee's place of residence.

7.11 **Bereavement Leave:**

In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with pay for eight (8) hours at straight time. Immediate family means wife, mother, father, brother, sister, children, mother-in-law, father-in-law, and grandparents.

7.12 **Local Transportation:**

(a) *Cities, Towns or Villages:*

On all jobs situated within eight (8) km. (five [5] road miles) of the center of any city, town or village in which an employee is residing or accommodated, such employee will travel daily to and from such jobs at no cost to the Employer. A local resident shall be defined as in Clause 12.2.

On all jobs situated beyond eight (8) km. (five [5] road miles) from such centers, such employees will receive forty-five cents (\$0.45) per km each way for such additional mileage to reimburse the Employee for a daily travel allowance and travelling time.

Where more than one (1) city, town or village is located within a forty (40) kilometer (twenty-five (25) road miles radius of the job site, the first eight (8) kilometers (five (5) road miles) each way from the city center shall be traveled at no cost to the Employer, but the allowance will be calculated from the city, town or village in or nearest to which the member is residing. (Note: This does not apply to the metropolitan areas of Vancouver – New Westminster or Victoria and Nanaimo).

For those employees using their own vehicles on all new grading and reconstruction projects where travelling would be required on an unfinished grade, then a marshalling point or points shall be established between the Employer and the Union Business Representatives. The Employer shall provide transportation to and from the employee's workstation.

As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage, and operated in compliance with Worker's Compensation Board Regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union, (prior to commencement of the project) within the eight (8) km. (five [5] road miles) distance called for above, and that the time spent in travelling to and from such marshalling point or points to the job site will be done during regular hours, and while the employee is on the payroll.

As a further alternative to the foregoing, the Union and the Employer may meet and agree upon a standard lump sum payment to cover the costs of transportation and travel time. This sum in the form of a daily allowance, shall be payable to all employees employed on this project irrespective of where the employee is residing or accommodated. It is the intent of both parties to provide a standard travel allowance, which may be determined upon the commencement of the project for the mutual advantage of both the Employer and the Employees.

ON PAVING JOBS ONLY where a majority of Employees desire to use THEIR PERSONAL transportation from the Hotel/Motel to the project, a travel allowance may be mutually agreed to between the BUSINESS REPRESENTATIVE and the Employer.

(b) ***Camps:***

Where camps are maintained, transportation to and from the job site shall be provided.

Vehicles used to transport workmen shall be approved passenger vehicles conforming to public transit standards and operated in compliance with Workers' Compensation Board Regulations.

Fifteen (15) minutes free travel time each way outside the regular shift hours will be allowed. All time beyond the fifteen (15) minutes that are outside the regular shift hours will be considered as time worked and paid for at the applicable overtime rates.

(c) ***Metropolitan Areas:***

In lieu of payment for local transportation cost regardless of the employee's place of residence, the Employer shall pay to each employee employed within the Metropolitan Area as defined below, one-dollar (\$1.00) per hour for each hour for which wages are payable hereunder. Such amounts shall be paid in the pay period and shall be part of gross earnings.

(d) *Vancouver - New Westminster Metropolitan Area:*

The area extending to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Delta, Surrey, Port Coquitlam and Coquitlam, and continuing in a direct line from the northern boundary of Coquitlam westward to Indian Arm and all Municipalities in the Fraser Valley up to the Eastern City Limits of Chilliwack.

(e) *Victoria Metropolitan Area:*

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

(f) *Nanaimo Metropolitan Area:*

This area in general is from Vancouver Island's east coast inland to include the built up area which at its greatest is eleven (11) kilometers and between the Qualicum River on the north and the northern boundary of Chemainus on the south. Ladysmith, Nanaimo, Parksville and Qualicum are included.

(g) *During the Working Hours:*

On paving projects in Metropolitan Areas where Employees are required to use their own vehicles to move from one (1) job location to another during working hours, an allowance shall be negotiated between the Union and the Company involved.

CLAUSE 8: CEMENT MASONS' APPRENTICESHIP TRADE AND PROMOTIONAL FUND

Effective March 1, 2006, the Employer shall contribute an amount of thirty-eight and one-half cents (\$0.385) for each hour earned by Employees covered by this Agreement to the Cement Masons' Apprenticeship and Trade Promotional Fund.

The Parties agree to the establishment of a Joint Committee to explore appropriate steps for the utilization of trainees and apprentices who have taken the various courses offered by the joint apprenticeship and training programs administered by the trades. The Committee shall meet within 30 calendar days of the date of ratification of the collective agreement. The Committee will be composed of equal participants of management and labour who shall have the duty to recommend the establishment of training positions or requisites. The recommendations of the Committee shall be final and binding upon the Parties.

Funds for the establishment, administration and operation of the Training Plan shall be set aside within the Cement Masons Apprenticeship and Trade Promotional Fund in such amounts as herein established and as follows: Cement Masons' Apprenticeship Fund of thirty-three and one-half cent (\$0.335) and Trade and Promotional Fund of five cents (\$0.05).

When the Employer intends to engage a probationary apprentice, he shall first notify the Local Union.

The apprentice must then obtain a dispatch slip from the Local Union before commencing work.

No apprentice shall be allowed to work without a Journeyman Cement Mason on the job.

After one (1) month probationary period, each apprentice must join the Union.

- (a) Every Employer will be allowed one (1) additional apprentice for every six (6) Journeyman employed. When five (5) or more Journeymen are employed on a project, one (1) apprentice shall be employed when available.
- (b) When an apprentice is laid off, the Employer shall notify the Union.

Pre-Apprentice/Helper Classification

The Union will agree to create a Pre-Apprentice/Helper six month entry level position that would be used to screen potential candidates for Apprenticeship training. The Pre-Apprentice would be assessed for suitability to the trade and after successfully completing the Pre-App term he/she could become eligible for Apprenticeship school training. Wages would be at the 50% level of the Journeyperson rate. Payment of benefit contributions would be suspended for the Pre-App term of employment.

CLAUSE 9: WORKING CONDITIONS

- 9.1 Lunch periods shall be at mid-shift.
- 9.2 The Employer shall allow each employee two (2) breaks of ten (10) minutes each, but not more in a work shift. Time of breaks shall be mutually agreed upon.
- 9.3 Essential protective clothing and rainwear shall be supplied at no charge to the Employee. In the event that an Employee does not return the foregoing items supplied to him/her by the Employer, The Employer shall charge the cost of same to the Employee and deduct this cost from any money owing to the Employee
- 9.4 The Employer will supply all safety hats and liners at no cost to the Employee provided the employees returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.
- 9.5 Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside, and cleaned out daily. Toilet paper will be provided.
- 9.6 Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months.
- 9.7 If requested by the Union or employee, the Employer will provide within three (3) calendar days, a termination slip which shall state the reason for the employee's termination and whether or not he is eligible for rehire.
- 9.8 Adequate time will be allowed prior to quitting time for picking up tools.
- 9.9 A lock-up shall be provided for employees for drying clothes, and dressing room, as well as lunchroom. The lock-up shall have tables, and benches with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of

building material and other construction paraphernalia and will provide hand cleaner and paper towels. Additional shelters shall be provided for employees to eat their lunch as may be required.

9.10 In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00). The Employer shall also provide fire and burglary insurance for the employees required tools to a total value of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer. Where an employee fails to file an inventory his rights to submit a claim shall be waived.

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

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

The intent of this Clause is that when an Employee is terminated, said Employee will be allowed to leave his/her work station one (1) hour before the end of the shift with pay for the full shift.

9.13 Where an employee is involved in an accident while on the job and as a result is unable to perform his work, he shall receive a full day's pay for the day of the accident.

9.14 **Special Conditions - Underground:**

Refer to the Collective Agreement between the Union and Construction Labour Relations Association of British Columbia.

9.15 The Employer shall allow time off work without pay for any man who is serving on a Union Committee, or for purpose of serving as a Union delegate to any conference or function provided that this can be done without cost to the Employer.

Any employee who acts within the scope of the above paragraph shall not lose his job, or be discriminated against for so acting.

9.16 **Telephones:**

It is agreed that a telephone(s) shall be made available to all members at all times for outgoing emergency purposes and that incoming messages received shall be relayed immediately.

CLAUSE 10: UNION SHOP

10.1 **Dispatch Offices:**

The Union shall maintain a Dispatch Office, or Offices, from which the Employer shall hire all employees.

The Union recognizes where the Employer wishes to name-request a former employee, this request will be acknowledged by the Union; provided however, the Union is FIRST notified of the Employer's intention to name-request the former employee and provided the former employee is registered with the Dispatch Office of the Union as being available for employment. A member quitting the Employer will not be eligible for re-hire on to the same project under the name-request provision. Such name-requests to originate with the superintendent or company headquarters, at the time of the pre-job conference or after consultation with the local Union.

10.2 **Hiring:**

- a) When cement masons, apprentices, foremen, or general foremen are required only union members having confirmation from the Union shall be hired.
- b) The Union shall be given at least forty-eight (48) hours' notice between Monday, 8:00 a.m. and Friday, 5:00 p.m. to complete the dispatch, but notice shall be given to the Employer of any difficulty in completing the dispatch prior to the expiration of the forty-eight (48) hour period.
- c) When Union members are not available within the B.C. and the Yukon Territories, then the Employer may obtain employees elsewhere, it being understood that Employees so hired shall meet Union and Tradesmen's qualifications.
- d) Employees hired under this part shall have fourteen (14) days in which to make application for membership to the Union, or be replaced by a Union member when available.
- e) Employees who have made application within the fourteen (14) days, but who are not accepted as a member of the Union, shall be the first to be laid off, providing there is a Union member on the project who is qualified and willing to do the job being done by the employee not yet a member of the Union.
- f) When an employee suffers a compensable injury, he shall be entitled to re-employment with the Employer when he receives a clearance to return to work from his doctor or the Workers' Compensation Board, providing the project is still in operation, and there is work in his classification; however, should the Employer refuse employment, the Union, at the request of the employee, may request the Employer to provide reasons for refusing to rehire.
- g) Should an employee at any time cease to be a member in good standing of the Union, under whose jurisdiction he is employed, the Employer shall, upon notification from the Union, discharge him forthwith.
- h) The Union shall have the exclusive right to determine who is a member in good standing.
- i) The Local Union reserves the right to render assistance to other Labour Organizations. Refusal on the part of Union members to work with non-union employees shall not be deemed a breach of this Agreement.
- j) Refusal on the part of Union members to work with employees whose Organization is not affiliated to the Building Trades Council shall not be deemed to be a breach of this Agreement.

- k) It shall not be a violation of this Agreement or cause for dismissal of an employee, to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Building Trades Councils of British Columbia, or to work with or to receive from any persons or firms who are considered unfair by any of the said Building Trades Councils.
- l) The Union reserves the right to refuse to work with Employees who are not members of the signatory Local Union and who are performing work coming under jurisdiction of the Operative Plasterers' & Cement Masons' International Association of the United States and Canada, Local 919.

CLAUSE 11: JOB STEWARDS

- 11.1 Job Stewards shall be recognized on all jobs and shall not be discriminated against. The Business Representative of the Local Union reserves the right to appoint and dispatch all Job Stewards and shall notify the Employer, in writing, of the appointment. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards, and in the event of layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his/her duties.
- 11.2 The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the notifications.
- 11.3 Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or foreman: however, in no way will he/she interfere with the Employees during working hours unless permission is granted.
- 11.4 The Employer's Representative on site shall provide the Union Representative, upon request, with the names of his/her employees and sub-contractors on the project.

CLAUSE 12: ROOM AND BOARD

- 12.1 On jobs where camps are provided, room and board will be supplied in camp at no cost to the employee. Camp accommodations, when supplied, shall meet all the standards and requirements of the B.C.Y.T. Camp Rules and Regulations.

Any employee may refuse to live in accommodations, which do not meet the above standards.
- 12.2 On jobs where camps are not provided, employees who are not local residents where the work is being performed, shall receive first class room and board supplied and paid for by the Employer. An acceptable standard of room and board shall be agreed upon by the Union and the Employer. The standard agreed upon shall be equivalent to the B.C.Y.T. Camp Rules and Regulations.

A local resident shall be defined as an employee who has resided at a permanent address within forty (40) km. (twenty-five [25] miles) by the shortest road route of the job for a period of sixty (60) days prior to the commencement of the project.

On utility, paving or crushing jobs only, an amount of subsistence allowance may be mutually agreed to between the Employer and a Business Representative of the Union at a pre-job meeting and shall include the cost of first class room and board and any daily travel allowances involved.

Failure of the Employer and the Business Representative of the Union to agree upon an amount of subsistence allowance, then the Employer shall supply first class room and board at no cost to the employee. Accommodations when supplied shall meet all the standards and requirements of the B.C.Y.T. Camp Rules and Regulations.

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

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

12.5 Any Employee who is living in accommodations provided by the Employer may on any weekend vacate or check out of such accommodation and the Employer shall pay him thirteen dollars and fifty cents (\$13.50) per day for each such day checked out.

Any Employee checking out of a hotel or motel shall receive from the Employer thirteen dollars and fifty cents (\$13.50) per day for each such day checked out. To qualify the employee must be available to work his schedule shift prior to and after the weekend and/or General Holiday and the employee must check out and sign the appropriate checkout form provided by the Employer prior to leaving.

It is agreed and understood that an Employee will not be required to vacate his room during the weekend check out.

CLAUSE 13: ACCIDENT PREVENTION

13.1 (a) It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no employee will be discharged because he fails to work under unsafe conditions as set out in the Regulations. Any refusal of an employee to abide by known Workers' Compensation Board Regulations or posted Employer safety regulations, after being duly warned, will be sufficient cause for dismissal.

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

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

- 13.3 Copies of the minutes of Safety Meetings shall be forwarded promptly each month to the respective Union offices.

CLAUSE 14: DISPUTES:

In the case of a jurisdictional dispute over the allocation of work, it is agreed that there shall be no stoppage of work. Where both Unions party to the dispute have Collective Agreements with the Employer then he/she shall assign the work in accordance with past practice in the British Columbia Road Building Industry. In instances where the Employer does not have a Collective Agreement the Union contesting the Cement Masons jurisdictional claim, the work shall be assigned to the Cement Masons.

If the dispute is not settled locally, then it shall be referred to the General President of the Operative Plasterers' & Cement Masons' International Association of the United States and Canada and the General President of the disputing Union.

- 14.1 The Job Steward or Business Representative of the Union shall first discuss the differences with the Foreman or Superintendent of the employer in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, except the matter of discharge must be submitted in writing within ten (10) days of occurrence, or in every case the matter shall be deemed to be waived.

However, the foregoing time limits will not apply in respect to any Employer remittances to the Cement Masons' Welfare Trust Fund, Pension Fund and the Cement Masons' Apprenticeship and Trade Promotional fund to be made on behalf of the employees as provided for in this Agreement.

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

The Employer shall only remain liable for Health and Welfare and similar funds as provided for in this Agreement on behalf of the Sub-Contractor for a period of forty (40) days after completion of the Sub-Contract.

- 14.2 In the event that any grievance involving a question other than discharge is not resolved between the Employer and the Union within twenty (20) days, it may, if mutually agreed, be referred in writing and heard by an Industry Grievance Panel as provided herein or if the Parties fail to agree that the grievance is to be referred to an Industry Grievance Panel, then each Party shall within five (5) days appoint a member to a Board of Arbitration. The two appointees shall within five (5) days of appointment agree upon a person to act as Chairman but failing to do so within this time, they shall jointly request the Minister of Labour for British Columbia to appoint such Chairman. The Board of Arbitration shall, within ten (10) days, or such extended period as may be mutually agreed by The Parties, hear the Parties and render a decision, which shall be final and binding. The fees and expenses of the Chairman of the Board of Arbitration shall be borne equally by the Parties to the grievance.
- 14.3 In the event any grievance involving discharge is not resolved between the Employer and the Union within ten (10) days of receipt of written notice from the aggrieved party, such grievance shall, within that time, at the request of either party, be referred in writing to an Industry Grievance Panel as provided herein or the matter shall be deemed to be waived.

14.4 Industry Grievance Panel:

An Industry Grievance Panel shall be drawn from representatives of the Construction Unions Resolution Board as set out in Clause 14 of this Agreement and shall be composed of at least four (4) members and not more than six (6) members. Appointment of Panel members shall be made from among those persons who are appointed representatives to the Resolutions Board or from among those persons who are officers of the participating Unions and those persons who are directors of the participating Employers. In no case and at no time shall representatives of the Union or the Employer involved in the dispute be appointed to a Panel. In all proceedings of the Panel, the Union and the Employer shall have equal representation and voting rights.

The Industry Grievance Panel shall meet and endeavour to render a decision within five (5) days of receipt of the grievance in writing. In the event that the Panel cannot arrive at a decision as to the disposition of the grievance within such time, or either Party to grievance is unwilling to accept the decision, the Panel shall add to this numbers by the selection of a Chairman, with voting rights, from a predetermined list of persons mutually agreed upon by the Parties hereto to act as such.

Should one of these persons fail to be appointed or none be able to act, the Minister of Labour of British Columbia shall be requested to appoint a Chairman. The Panel, with the Chairman added, shall meet and hear evidence and shall have all rights, powers, duties and authorities given to a Board of Arbitration by virtue of the Arbitration Act R.S.B.C., 1960, Chapter 14 and shall render its decision within ten (10) days of receipt of the grievance in writing and its decision shall be final and binding on the Parties to the grievance.

Any and all grievances referred to an Industry Grievance Panel as provided herein shall be resolved by a majority decision of the Panel. A decision of the Panel in matters concerning discharge may include an award of damages or compensation equitable. The fees and expenses of the Grievance Panel Chairman, where one (1) is required, shall be borne equally by the Parties to the Grievance.

The service of an Industry's Grievance Panel as constituted herein, shall be available to any Employer bound by this Agreement in the Construction Industry within the Province of British Columbia with the prior approval of the Construction Union Resolution Board. Unions participating in the Resolutions Board and the Employer shall each be required to pay a registration fee with the referral of each grievance to an Industry Grievance Panel.

Written notices of all grievances to be referred to a Grievance Panel and payment of all registration fees shall be made to the Construction Unions Resolution Board, which shall allocate disbursement of registration fees to assist in the defrayal of expenses of Grievance Panels as that body shall decide.

14.5 Time Limits:

The time limits specified in this Clause shall be strictly construed and may be extended only with the mutual consent of the Parties to the grievance. The time limits shall be exclusive of Saturday, Sunday, and Statutory Holidays.

14.6 Failure to Act:

If for any reason the Industry Grievance Panel ceases to exist or refuses to act in any grievance referred to it by a party or person bound by this Agreement, such grievance shall instead be dealt with by a Board of Arbitration as provided for herein.

CLAUSE 15: CONSTRUCTION UNIONS RESOLUTION BOARD

The Construction Unions Resolution Board (hereinafter referred to as the "Resolution Board") shall be maintained throughout the term of this Agreement for the purpose of reviewing any and all matters covered by this Agreement, in the furtherance of its objects and appointing Industry Grievance Panels to deal with Grievances which may be referred to the Resolution Board from time to time by mutual agreement of the Parties.

The Resolution Board shall be comprised of representatives from any Trade Union, as defined in the Labour Relations Code and accepted and recognized by the Building Trades Councils of B.C., which signs a Collective Agreement containing a provision for participation on the Resolutions Board and recognition of the Industry Grievance Panel procedure provided therein, together with Employer representation from the BC Road Builders Contractors. The total Employer Representatives to equal the number appointed by the Union.

The Resolution Board shall establish its own rules of conduct and shall determine, from time to time, its own numbers, subject always to equal representation from the participating Unions and the participating Contractors and shall establish rules of procedure for Industry Grievance Panels.

CLAUSE 16: PUBLIC RELATIONS

The parties to this Agreement mutually undertake to do all possible to ensure that in relationships with the general public every effort will be made toward the end that tactful associations are established and maintained particularly where temporary inconvenience may be cause due to construction in progress. Each party hereto undertakes to mutually discuss and correct instances, which may arise prejudicial to such good relations.

CLAUSE 17: SAVINGS CLAUSE

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause. However, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within the period of sixty (60) days to redraft a new section or portion thereof, which shall be valid and which shall replace the section or portion thereof declared invalid.

If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

CLAUSE 18: WORKING DUES CHECKOFF

The Employer will deduct for a dues supplement amount of three percent (3%) of the gross hourly wage package (wages, statutory holiday and vacation pay, health benefit and pension) per hour for

each hour earned by Employees covered by this Agreement and forward same to the Cement Masons Welfare Trust Fund, as directed by the union in the manner set forth in Clause 18. Each Employee shall submit a written authorization to his Employer as a condition of employment as may be required by his Employer or the Union.

Per Capita Dues will be deducted for each employee in the amount of five dollars (\$5.00) per month and will be remitted to the union along with the monthly remittance reports. In the event the OPCMLA per capita tax is raised, this amount will be raised accordingly by written notice to the Employer.

During the term of this Agreement, the amount of deduction may be increased or decreased at the request of the Union, subject to three (3) months' notice in writing to the Employer or his recognized bargaining association.

Contributions in the amount set out above shall be deducted per hour for working dues from each employee covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions are made.

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

Should the Union, during the term of this Agreement, request a change in hourly rate of the working dues check-off; the altered rate shall be deducted and remitted as above.

The Employer shall be given sixty (60) days' notice in writing of the change in the amount of deduction to be made.

CLAUSE 19: CONSTRUCTION INDUSTRY REHABILITATION FUND

The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

CLAUSE 20: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

The contributions and deductions referred to in Clauses 8, 18, 19, and paragraph 4 of Schedule "B", Addendum #1 shall be remitted monthly by cheque together with a form supplied to the Employer by the Administrator of the Cement Masons' Health & Welfare Plan and mailed not later than the 15th day of each month to the Administrator of the Cement Masons' Health & Welfare Plan. The said Cement Masons' Health & Welfare Plan shall remit monthly all such monies received to the Cement Masons' Apprenticeship & Trade Promotional Fund and Plan. The said Cement Masons' Health & Welfare Plan may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan, and approved by the Trustees of the recipient Funds.

If within forty-eight (48) hours of receipt of notification, by either the Union or the Welfare Plan, exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and a delinquency charge of two percent (2%) per month of the total amount of the unpaid

trust funds in arrears will attach to those unpaid trust funds and become due and payable as damages to cover costs of collection and loss of earnings suffered by the Trust.

This is not to be construed that the above charges relieve the Employer of any further liabilities, which may occur because of his failure to report and pay contributions/deductions as provided.

CLAUSE 21: ENABLING CLAUSE:

The Local Union, in conjunction with the Employer's Representative or the Employer bidding work in the respective areas, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, and in writing, amend or delete any terms or conditions of the Agreement for the duration of the job.

Signed on behalf of the Employer:

[Signature] BA BLAINTON LTD.
SIGNATURE SIGNING AUTHORITY

[Signature] COLUMBIA CONTRACTORS
SIGNATURE SIGNING AUTHORITY

[Signature] IMPERIAL SAVING Limited
SIGNATURE SIGNING AUTHORITY

[Signature] JACK CENE LTD.
SIGNATURE SIGNING AUTHORITY

[Signature] WINNEBAGO DESIGN LTD.
DATE SIGNATURE SIGNING AUTHORITY

JUNE 21, 2012.

Date.

Signed on behalf of the Union:

[Signature]
SIGNATURE SIGNING AUTHORITY

[Signature]
SIGNATURE SIGNING AUTHORITY

[Signature]
SIGNATURE SIGNING AUTHORITY

OPERATIVE PLASTERERS' & CEMENT MASONS'
INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919

ADDENDUM # 1

MEMORANDUM OF AGREEMENT

BETWEEN

BA BLACKTOP LTD.
JACK CEWE LTD.
COLUMBIA BITULITHIC LTD. (A division of Lafarge Canada Inc.)
IMPERIAL PAVING LTD.
WINVAN PAVING LTD.
(The Lower Mainland Paving Group)

(Hereinafter referred to as "The Employer")

AND:

OPERATIVE PLASTERERS' & CEMENT MASONS'
INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919

(Hereinafter referred to as "The Union")

Re: Addendum # 1 - British Columbia Road Building Industry Standard Agreement is carried over from the previous MOA between the Parties. Those items not already incorporated into the "main body" of the Agreement are set out below.

The Parties agree to the following terms:

1. By executing this Memorandum of Agreement, the Parties agree to the voluntary recognition of the Cement Masons Union by the Companies signatory to this Memorandum pursuant to the applicable provisions of the British Columbia Labour Relations Act. As such the Cement Masons Union understands and agrees that it waives all rights under other collective agreements that pertained to these Companies. Correspondingly, the Companies understand and agree that the terms of this new Collective Agreement shall apply to the Parties in all respects as long as the voluntary recognition remains in effect between the Parties.

2. Hours of Work and Overtime Provisions

The Parties agree to amend the collective agreement to incorporate the following changes:

- A. All letters of understanding to remain in effect during the terms of the collective agreement.
- B. Call-Out Guarantee – Saturdays: (See Clause 5.5)

5.5 Call-Out Time:

Call-Out Guarantee – Saturdays:

The following call-out guarantee will apply on Saturdays on a year-round basis:

- 2 hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- 4 hours pay at the applicable rate of pay in the event an employee commences work and works for less than 4 hours;
- Actual hours worked to be paid at the applicable rate of pay after 4 hours has been worked.

C. Call-Out Guarantee – Winter Months:

During the period November 1st to March 15th inclusive, the following call-out guarantee will apply on Monday through Friday, and on Sundays:

- 2 hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- 4 hours pay at the applicable rate of pay in the event an employee commences work and works for less than 4 hours;
- 6 hours pay at the applicable rate of pay if an employee works more than 4 hours but less than 6 hours;
- 8 hours pay at the applicable rate of pay in the event an employee works more than 6 hours but less than 8 hours.

Shift Work (See Clause 5.2)

5.2 Shifts:

- Where the majority of hours worked fall between 6 a.m. and 6 p.m., then no shift premium applies;
- Where the majority of hours worked fall between 6 p.m. and 6 a.m., then a shift premium of 1.25 times the applicable rate of pay shall apply for all hours worked on that shift;
- This provision shall only apply to field operations and shall specifically not apply to fixed plant operations.

4 Training

The Parties agree to the establishment of a Joint Committee to explore appropriate steps for the utilization of trainees and apprentices who have taken the various courses offered by the joint apprenticeship and training programs administered by the trades. The Committee shall meet within 30 calendar days of the date of ratification of the collective agreement. The Committee will be composed of equal participants of management and labour who shall have the duty to recommend the establishment of training positions or requisites. The recommendations of the Committee shall be final and binding upon the Parties.

5 Monetary Adjustments

The Parties agree to the following monetary adjustments:

Wage Increase and Pension and Benefit Contributions

	<u>Wage Rate</u>	<u>Benefits</u>
March 1, 2012	2.5%	\$0.10

The percentages as outlined shall be applied to individual classifications. The Union may distribute/allocate amounts to various plans and /or programs from such calculation.

6 Letters of Understanding

Renew all Letters of Understanding.

SCHEDULE OF EMPLOYER CONTRIBUTIONS

Year	2011	2012
Health & Welfare	\$2.30	\$2.30
Pension	\$2.60	\$2.70
App. Trade & Promo Fund	\$0.385	\$0.385
Rehab Plan		\$0.02
**Union Check-off Journeyman	\$1.26	\$1.29
**Union Check-off Apprentice	\$1.05	\$1.14
**Local Monthly Per Capita	\$5.00	\$5.00

** Employee Deduction

SCHEDULE "A"
ADDENDUM # 1

BETWEENBA BLACKTOP LTD.
JACK CEWE LTD.
COLUMBIA BITULITHIC LTD. (A division of Lafarge Canada Inc.)
IMPERIAL PAVING LTD.
WINVAN PAVING LTD.
(The Lower Mainland Paving Group)

AND:

**OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919**

CEMENT MASONS' - WAGE SCALE RATES

CEMENT MASONS'

WAGE SCALE RATES

(EFFECTIVE DATE: March 1, 2011 to February 28, 2012)

Apprenticeship Rates:

(CA 50%) 01 - 06 months = \$15.99/hour + \$1.00/hour metro travel = \$16.99 per hour

(CA 70%) 01 - 06 months = \$22.38/hour + \$1.00/hour metro travel = \$23.38 per hour

(CA 75%) 07 - 12 months = \$23.98/hour + \$1.00/hour metro travel = \$24.98 per hour

(CA 80%) 13 - 18 months = \$25.58/hour + \$1.00/hour metro travel = \$26.58 per hour

(CA 85%) 19 - 24 months = \$27.17/hour + \$1.00/hour metro travel = \$28.17 per hour

(CA 90%) 25 - 30 months = \$28.77/hour + \$1.00/hour metro travel = \$29.77 per hour

(CA 95%) 31 - 36 months = \$30.37/hour + \$1.00/hour metro travel = \$31.37 per hour

(CM 100%) Journeyman = \$31.97/hour + \$1.00/hour metro travel = \$32.97 per hour

(CM 115%) Foreman = \$36.77/hour + \$1.00/hour metro travel = \$37.77 per hour

(CM 116%) General Foreman = * \$39.40/hour + \$1.00/hour metro travel = \$40.40 per hour

Note: The General Foreman will also receive one half-hour at straight time per shift (at Overtime rates on Overtime shifts). * One half hour at straight time rate is included in the General Foreman Rate.

CEMENT MASONS' - WAGE SCALE RATES

(EFFECTIVE DATE: March 1, 2012 to February 28, 2013)

Apprenticeship Rates:

(CA 50%) 01 - 06 months = \$16.39/hour + \$1.00/hour metro travel = \$17.39 per hour

(CA 70%) 01 - 06 months = \$22.94/hour + \$1.00/hour metro travel = \$23.94 per hour

(CA 75%) 07 - 12 months = \$24.58/hour + \$1.00/hour metro travel = \$25.58 per hour

(CA 80%) 13 - 18 months = \$26.22/hour + \$1.00/hour metro travel = \$27.22 per hour

(CA 85%) 19 - 24 months = \$27.85/hour + \$1.00/hour metro travel = \$28.85 per hour

(CA 90%) 25 - 30 months = \$29.49/hour + \$1.00/hour metro travel = \$30.49 per hour

(CA 95%) 31 - 36 months = \$31.13/hour + \$1.00/hour metro travel = \$32.13 per hour

(CM 100%) Journeyperson = \$32.77/hour + \$1.00/hour metro travel = \$33.77 per hour

(CM 115%) Foreman = \$37.69/hour + \$1.00/hour metro travel = \$38.69 per hour

(CM 116%) General Foreman = * \$40.39/hour + \$1.00/hour metro travel = \$41.39 per hour

Note: The General Foreman will also receive one half-hour at straight time per shift (at Overtime rates on Overtime shifts). * One half hour at straight time rate is included in the General Foreman Rate.

ADDENDUM #1

**SPECIAL PROVISIONS
SCHEDULE "B"**

BETWEEN

BA BLACK TOP LTD.
JACK CEWE LTD.
COLUMBIA BITULITHIC LTD. (A division of Lafarge Canada Inc.)
IMPERIAL PAVING LTD.
WINVAN PAVING LTD.

(Hereinafter referred to as "The Employer")

AND:

OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919

(Hereinafter referred to as "The Union")

SCHEDULE "B"

1.
 - (a) **Foreman:**

When three (3) or more Cement Masons are employed on the same project, one (1) of these Cement Masons shall be appointed by the Employer as a working Foreman and shall be paid fifteen percent (15%) over the basic hourly wage rate.

All Foremen shall be members in good standing of the Union.

A Foreman shall not be required to work with the tools when his crew including himself exceeds six (6) men unless he considers it necessary.

The Foreman will be the only representative of the Employer who shall issue instructions to the Cement Masons' crew excepting where only two (2) Cement Masons are employed, then one (1) will be designated as Leadhand and shall receive thirty-five cent (\$0.35) over the basic hourly wage rate. He shall be under the direction of the Project Manager or Superintendent and shall convey instructions to the other member. When only one (1) Cement Mason is employed, he shall receive instruction from an official of the Company designated as being in charge of the job. When an official has been designated in accordance with this provision, he shall be the only representative of the Employer to issue instructions to the member during the entire shift or until two (2) or more Cement Masons are employed, but this does not restrict the right of the Employer from changing the designation at the start of a new shift.

2. **General Foreman:**

On Projects where more than nineteen (19) Cement Masons or (4) Foreman are employed, the Employer will appoint a General Foreman at sixteen percent (16%) over the basic Journeyperson Hourly Rate plus one half-hour at straight time per shift (at Overtime rates on Overtime shifts).

General Foreman will be members in good standing of the Union and shall not be required to work with tools unless he considers it necessary.

3. **FIRST AID MAN:**

When an Employee is required by the Employer to act as a First Aid Attendant, he will be paid a premium of seventy-five cents (\$0.75) per hour in addition to the required hourly rate.

4. **HEALTH, WELFARE AND PENSION PLANS:**

The Employer shall make contributions at the rate of two dollars and fifteen cents (\$2.15) per hour for each hour earned in respect to each employee covered by this Agreement to the Cement Masons' Health & Welfare Plan. (See Schedule of Employer Contributions - page 28)

The Employer shall make contributions at the rate of two dollars and thirty-five cents (\$2.35) per hour for each hour earned in respect to each employee covered by this Agreement to the Cement Masons' Pension Plan. . (See Schedule of Employer Contributions - page 28)

For clarification, "hours earned" means one and one-half or two times the contribution rate for overtime hours.

The Cement Masons' Health, Welfare and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives from the Union and one (1) Independent Trustee of B.C.

The Employer agrees to be bound by the terms of the Trust Agreements.

The Employer is required to report on the forms provided by the Health, Welfare and Pension Plans.

Contributions must be mailed or delivered by the Employer to the Administrator of the Cement Masons' Health & Welfare, and Pension Plans at his office located in 4457 East Hastings Street, Burnaby, B.C., V5C 2K1 no later than the fifteenth (15th) day of the month following that which contributions cover.

In the event the Employer fails to remit contributions to these Plans in accordance with this section of this Agreement:

- (a) The Union is free to take the following economic action:
 - (i) demand payment of the two percent (2%) per month delinquency charge as provided for in Clause 20 in this Agreement; and/or
 - (ii) demand the posting of a bond or an Irrevocable Letter of Credit as provided for elsewhere in this Agreement; and where the Employer has failed to comply with (i) and (ii) above, then

- (iii) forty-eight (48) hours after the Union has delivered the demand for bond or the Irrevocable Letter of Credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the Irrevocable Letter has been furnished and such other action shall not be considered a violation of this Agreement.

Such economic action as it applies to this Clause only may include the withholding and the withdrawal of dispatches to the Employer.

- (b) The Employer agrees that he shall:
 - (i) pay the delinquency charges referred to in (a) (i) of this section and
 - (ii) post a bond or irrevocable letter of credit referred to in (a) (ii) of this section whenever they are demanded in accordance with the provisions as set out in this Agreement.

The Business Representative of Local 919 may inspect during regular business hours an Employer's record of time worked by employees and contributions made to the Plans.

The Welfare or Pension Plans' Auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

Payments to the Health, Welfare and Pension Plans shall be made by cheque, payable at par at the Municipality of Burnaby, Province of British Columbia, to the Cement Masons' Health & Welfare Trust Fund Plan located at 4457 East Hastings Street, Burnaby, B.C. V5C 2K1

Benefits in which will be provided under this Plans are as follows:

- (a) Medical surgical benefits;
- (b) Weekly indemnity benefits for non-occupational sickness and accident;
- (c) Pension Plan;
- (d) Such additional benefits as the Trustees of the Plans shall periodically determine.

5. **TOOL LIST:**

Cement Masons will be required to have the following standard hand tools: two (2) steel trowels, pointing trowel, masonry chipping hammer, cold chisel, wooden float, standard edger, rubber float and cement type water brush,. On jobs where rubber floats and brushes wear out, the Employer shall supply new floats and brushes as required. Adequate tool lock -ups shall be provided by the Employer. All other tools will be supplied by the Employer.

ADDENDUM # 2

MEMORANDUM OF AGREEMENT

BETWEEN

ISLAND SLIPFORM INC.
(The Vancouver Island Paving Group)

AND:

OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919

Re: Addendum # 2 – Vancouver Island Paving Group – Road Building Agreement

Those conditions contained within the 2002 – 2006 Cement Masons' Road Building Standard Agreement not altered as result of this Memorandum of Agreement shall remain in effect. OPCMIA Local 919 agree to the following changes to terms and conditions for work performed on Road Building projects under the above referenced Agreement, effective March 1, 2006. Those terms and conditions contained within the 2002 – 2006 Cement Masons' Road Building Standard Agreement which are not otherwise altered shall continue to apply.

1. Duration (Clause 2)

March 1, 2011 to February 28, 2013

2. Pre-Apprentice/Helper Classification (new) (add to Clause 8)

The Union will agree to create a Pre-Apprentice/Helper six month entry level position that would be used to screen potential candidates for Apprenticeship training. The Pre-Apprentice would be assessed for suitability to the trade and after successfully completing the Pre-App term he/she could become eligible for Apprenticeship school training. Wages would be at the 50% level of the Journeyperson rate. Payment of benefit contributions would be suspended for the Pre-App term of employment.

3. Metro Payments (Clause 7)

Increase the Metro Payment to one dollar (\$1.00) per hour earned.

4. Local Transportation (Clause 7)

Amend Clause 7.12 (a) as follows:

(a) *Cities, Towns or Villages:*

On all jobs situated within eight (8) km. (five [5] road miles) of the center of any city, town or village in which an employee is residing or accommodated, such employee will travel daily to and from such jobs at no cost to the Employer. A local resident shall be defined as in Clause 12.2.

On all jobs situated beyond eight (8) km. from such centers, such employees will receive forty-five cents (\$0.45) per km. each way for such additional mileage to reimburse the Employee for a daily travel allowance and traveling time.

The rest of 7.12 (a) remains unchanged

5. Cement Masons Apprenticeship and Trade Promotional Fund (Clause 8)

Increase the employer contribution to Cement Masons Apprenticeship and Trade Promotion Fund:

The Employer shall contribute an amount of thirty-eight and one-half cents (\$0.385) for each hour earned by Employees covered by this Agreement to the Cement Masons Apprenticeship and Trade Promotional Fund. Contributions shall be made in accordance with Clause 20.

6. Working Dues Checkoff (Clause 18)

Add to Clause 18:

The Employer will deduct for a dues supplement amount of three percent (3%) of the gross hourly wage package (wages, statutory holiday and vacation pay, health benefit and pension) per hour for each hour earned by Employees covered by this Agreement and forward same to the Cement Masons Welfare Trust Fund, as directed by the union in the manner set forth in Clause 18. Each Employee shall submit a written authorization to his Employer as a condition of employment as may be required by his Employer or the Union.

Per Capita Dues will be deducted for each employee in the amount of five dollars (\$5.00) per month and will be remitted to the union along with the monthly remittance reports. In the event the OPCMIA per capita tax is raised, this amount will be raised accordingly by written notice to the Employer.

7. Room and Board (Clause 12)

Replace Clause 12.2 with the following:

On jobs where camp accommodation is not provided and where Employees are not local residents, Employees shall be provided with and at the discretion of the Employer:

Either

(a) Living out allowance (LOA) on the basis of \$85.00 on a seven days per week basis. Effective March 1, 2007, LOA will increase to \$90.00 and effective March 1, 2008 to \$95.00 per day and effective March 1, 2009 increased to \$100.00 per day.

Or

Accommodation plus \$45.00 for meal allowance on a seven (7) days per week basis. Effective March 1, 2007, meal allowance to increase to \$50.00 per day and effective March 1, 2008 to \$52.50 and effective March 1, 2009 to \$55.00. Accommodation shall mean single rooms when available on a project. Available shall mean a hotel or motel located in or nearest to the city, town or village to which the job is located.

(b) When an Employee is absent from work and does not furnish the Employer's representative on the job with satisfactory evidence of illness or accident, he will forfeit accommodation and meal allowance costs for the day he is absent. To qualify for living out allowance or meal allowance on

weekends, the Employee must work the last scheduled shift prior to the weekend and the first shift following the weekend or statutory holiday.

(c) *Where it is not unreasonable that employees will vacate accommodation for example, on weekends, LOA will not be payable and weekend checkout will then be effective.*

8. Vacation and General Holidays: (Clause 4.3)

Statutory Holiday - **Heritage Day (3rd Monday in February)** will be Sunset for the term of this Agreement.

9. Call-Out Guarantee – Winter Months: (Clause 5.5 (c)) (Sunset clause until February 28, 2013)

It is understood that members will receive 2 hours pay when they report to work and no work is performed. It is understood that members will receive a minimum of 4 hours pay when they report to work and work less than 4 hours. It is understood that members will receive pay for hours worked after 4 hours.

During the period November 1st to March 15th inclusive, the following call-out guarantee will apply on Monday through Friday, and on Sundays:

- 2 hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- 4 hours pay at the applicable rate of pay in the event an employee commences work and works for less than 4 hours;
- 6 hours pay at the applicable rate of pay if an employee works more than 4 hours but less than 6 hours;
- 8 hours pay at the applicable rate of pay in the event an employee works more than 6 hours but less than 8 hours

10. Premium Pay (Clause 4 Wages)

Amend following classifications:

Foreman 15%

Wage Increase and Pension and Benefit Contributions

	<u>Wage Rate</u>	<u>Benefits</u>
March 1, 2011	1%	\$0.00
March 1, 2012	2%	\$0.00

The percentages as outlined shall be applied to individual classifications. The Union may distribute/allocate amounts to various plans and /or programs from such calculation.

11. Letters of Understanding

Renew all Letters of Understanding.

SCHEDULE OF EMPLOYER CONTRIBUTIONS

(Year)	2011	2012
Health & Welfare	\$2.30	2.30
Pension	\$2.70	2.70
App. Trade & Promo Fund	\$0.385	0.385
Tool Allowance	\$0.05	0.05
Rehab Plan	\$0.02	0.02
**Union Check-off - Journeyperson	\$1.26	1.26
**Union Check-off - Apprentice	\$1.08	1.11
**Local Monthly Per Capita	\$5.00	\$5.00
** Employee Deduction		

SCHEDULE "A"
ADDENDUM # 2

BETWEEN

ISLAND SLIPFORM INC.
(The Vancouver Island Paving Group)

AND:

OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919

CEMENT MASONS'

WAGE SCALE RATES

(EFFECTIVE DATE: March 1, 2011 to February 28, 2012)

Apprenticeship Rates:

(CA 50%) 01 - 06 months = \$15.54/hour + \$1.00/hour metro travel = \$16.54 per hour

(CA 70%) 01 - 06 months = \$21.76/hour + \$1.00/hour metro travel = \$22.76 per hour

(CA 75%) 07 - 12 months = \$23.31/hour + \$1.00/hour metro travel = \$24.31 per hour

(CA 80%) 13 - 18 months = \$24.86/hour + \$1.00/hour metro travel = \$25.86 per hour

(CA 85%) 19 - 24 months = \$26.42/hour + \$1.00/hour metro travel = \$27.42 per hour

(CA 90%) 25 - 30 months = \$27.97/hour + \$1.00/hour metro travel = \$28.97 per hour

(CA 95%) 31 - 36 months = \$29.53/hour + \$1.00/hour metro travel = \$30.53 per hour

(CM 100%) Journeyman = \$31.08/hour + \$1.00/hour metro travel = \$32.01 per hour

(CM 115%) Foreman = \$35.74/hour + \$1.00/hour metro travel = \$36.74 per hour

(CM 116%) General Foreman = * \$38.30/hour + \$1.00/hour metro travel = \$39.30 per hour

Note: The General Foreman will also receive one half-hour at straight time per shift (at Overtime rates on Overtime shifts). * One half hour at straight time rate is included in the General Foreman Rate.

CEMENT MASONS'

WAGE SCALE RATES

(EFFECTIVE DATE: March 1, 2012 to February 28, 2013)

Apprenticeship Rates:

(CA 50%) 01 - 06 months = \$15.85/hour + \$1.00/hour metro travel = \$16.85 per hour

(CA 70%) 01 - 06 months = \$22.19/hour + \$1.00/hour metro travel = \$23.19 per hour

(CA 75%) 07 - 12 months = \$23.78/hour + \$1.00/hour metro travel = \$24.78 per hour

(CA 80%) 13 - 18 months = \$25.36/hour + \$1.00/hour metro travel = \$26.36 per hour

(CA 85%) 19 - 24 months = \$26.94/hour + \$1.00/hour metro travel = \$27.94 per hour

(CA 90%) 25 - 30 months = \$28.53/hour + \$1.00/hour metro travel = \$29.53 per hour

(CA 95%) 31 - 36 months = \$30.12/hour + \$1.00/hour metro travel = \$31.12 per hour

(CM 100%) Journeyman = \$31.70/hour + \$1.00/hour metro travel = \$32.70 per hour

(CM 115%) Foreman = \$36.46/hour + \$1.00/hour metro travel = \$37.46 per hour

(CM 116%) General Foreman = * \$39.07/hour + \$1.00/hour metro travel = \$40.07 per hour

Note: The General Foreman will also receive one half-hour at straight time per shift (at Overtime rates on Overtime shifts). * One half hour at straight time rate is included in the General Foreman Rate.

ADDENDUM #2

**SPECIAL PROVISIONS
SCHEDULE "B"**

BETWEEN

ISLAND SLIPFORM INC.
(Vancouver Island Paving Group)

AND:

OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919

SCHEDULE "B"

1.

(a) **Foreman:**

When three (3) or more Cement Masons are employed on the same project, one (1) of these Cement Masons shall be appointed by the Employer as a working Foreman and shall be paid fifteen percent (15%) over the basic hourly wage rate.

All Foremen shall be members in good standing of the Union.

A Foreman shall not be required to work with the tools when his crew including himself exceeds six (6) men unless he considers it necessary.

The Foreman will be the only representative of the Employer who shall issue instructions to the Cement Masons' crew excepting where only two (2) Cement Masons are employed, then one (1) will be designated as Leadhand and shall receive thirty-five cent (\$0.35) over the basic hourly wage rate. He shall be under the direction of the Project Manager or Superintendent and shall convey instructions to the other member. When only one (1) Cement Mason is employed, he shall receive instruction from an official of the Company designated as being in charge of the job. When an official has been designated in accordance with this provision, he shall be the only representative of the Employer to issue instructions to the member during the entire shift or until two (2) or more Cement Masons are employed, but this does not restrict the right of the Employer from changing the designation at the start of a new shift.

2. **General Foreman:**

On Projects where more than nineteen (19) Cement Masons or (4) Foreman are employed, the Employer will appoint a General Foreman at sixteen percent (16%) over the basic Journeyman Hourly Rate plus one half-hour at straight time per shift (at Overtime rates on Overtime shifts).

General Foreman will be members in good standing of the Union and shall not be required to work with tools unless he considers it necessary.

3. **FIRST AID MAN:**

When an Employee is required by the Employer to act as a First Aid Attendant, he will be paid a premium of seventy-five cents (\$0.75) per hour in addition to the required hourly rate.

4. **HEALTH, WELFARE AND PENSION PLANS:**

The Employer shall make contributions at the rate of two dollars and fifteen cents (\$2.30) per hour for each hour earned in respect to each employee covered by this Agreement to the Cement Masons' Health & Welfare Plan. (See Schedule of Employer Contributions - page 36)

The Employer shall make contributions at the rate of two dollars and thirty-five cents (\$2.70) per hour for each hour earned in respect to each employee covered by this Agreement to the Cement Masons' Pension Plan. . (See Schedule of Employer Contributions - page 36)

The employer contributions to the Cement Masons' Health and Welfare and Pension Plans shall be distributed at the sole discretion of the Union between the Health and Welfare component and the RRSP/Pension Plan Component. The BC Road Builders Association shall be advised in writing, prior to any/every change."

For clarification, "hours earned" means one and one-half or two times the contribution rate for overtime hours.

The Cement Masons' Health, Welfare and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives from the Union and one (1) Independent Trustee of B.C.

The Employer agrees to be bound by the terms of the Trust Agreements.

The Employer is required to report on the forms provided by the Health, Welfare and Pension Plans.

Contributions must be mailed or delivered by the Employer to the Administrator of the Cement Masons' Health & Welfare, and Pension Plans at his office located in 4457 East Hastings Street, Burnaby, B.C., V5C 2K1 no later than the fifteenth (15th) day of the month following that which contributions cover.

In the event the Employer fails to remit contributions to these Plans in accordance with this section of this Agreement:

(a) The Union is free to take the following economic action:

- (i) demand payment of the two percent (2%) per month delinquency charge as provided for in Clause 20 in this Agreement; and/or
- (ii) demand the posting of a bond or an Irrevocable Letter of Credit as provided for elsewhere in this Agreement; and where the Employer has failed to comply with (i) and (ii) above, then
- (iii) forty-eight (48) hours after the Union has delivered the demand for bond or the Irrevocable Letter of Credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the Irrevocable Letter has been furnished and such other action shall not be considered a violation of this Agreement.

Such economic action as it applies to this Clause only may include the withholding and the withdrawal of dispatches to the Employer.

- (b) The Employer agrees that he shall:
 - (i) pay the delinquency charges referred to in (a) (i) of this section and
 - (ii) post a bond or irrevocable letter of credit referred to in (a) (ii) of this section whenever they are demanded in accordance with the provisions as set out in this Agreement.

The Business Representative of Local 919 may inspect during regular business hours an Employer's record of time worked by employees and contributions made to the Plans.

The Welfare or Pension Plans' Auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

Payments to the Health, Welfare and Pension Plans shall be made by cheque, payable at par at the Municipality of Burnaby, Province of British Columbia, to the Cement Masons' Health & Welfare Trust Fund Plan located at 4457 East Hastings Street, Burnaby, B.C. V5C 2K1

Benefits in which will be provided under this Plans are as follows:

- (a) Medical surgical benefits;
- (b) Weekly indemnity benefits for non-occupational sickness and accident;
- (c) Pension Plan;
- (d) Such additional benefits as the Trustees of the Plans shall periodically determine.

5. **TOOL LIST:**

Cement Masons will be required to have the following standard hand tools: two (2) steel trowels, pointing trowel, masonry chipping hammer, cold chisel, wooden float, standard edger, rubber float and cement type water brush,. On jobs where rubber floats and brushes wear out, the Employer shall supply new floats and brushes as required. Adequate tool lock -ups shall be provided by the Employer. All other tools will be supplied by the Employer.

LETTER OF UNDERSTANDING
BRITISH COLUMBIA ROAD BUILDING INDUSTRY STANDARD AGREEMENT

BETWEEN

BA BLACK TOP LTD.
JACK CEWE LTD.
COLUMBIA BITULITHIC LTD. (A division of Lafarge Canada Inc.)
IMPERIAL PAVING LTD.
WINVAN PAVING LTD.
ISLAND SLIPFORM INC.

AND:

OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA, LOCAL 919

RE: STRING LINE

Further to Article 4.6, it is recognized that the setting of "string lines" has historically been a function of both the Labourer and Cement Mason; accordingly, it is not the intent of the Employers to alter that practice. Therefore, the site superintendent shall determine, based on the operational needs of the project who will set the "string line".

Signed on behalf of the Employer:

Signed on behalf of the Union:


SIGNATURE BA BLACKTOP LTD.
SIGNING AUTHORITY


SIGNATURE SIGNING AUTHORITY


SIGNATURE COLUMBIA BITULITHIC
SIGNING AUTHORITY


SIGNATURE SIGNING AUTHORITY


SIGNATURE IMPERIAL PAVING LIMITED
SIGNING AUTHORITY

SIGNATURE SIGNING AUTHORITY


SIGNATURE JACK CEWE LTD.
SIGNING AUTHORITY

SIGNATURE SIGNING AUTHORITY


DATE SIGNATURE SIGNING AUTHORITY
SIGNATURE SIGNING AUTHORITY

JUNE 21, 2012

Date.