

# **CEMENT MASONS LOCAL 919 STANDARD ICI AGREEMENT**

**BETWEEN:**

**CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF B.C.,**

on its own behalf, on behalf of its member Employers who have authorized CLR to execute this agreement and who are included on the attached signatory list, and those members added from time to time by mutual agreement of the Union and CLRA (Hereinafter referred to as "THE EMPLOYER")

**AND:**

**CEMENT MASONS SECTION OF THE OPERATIVE  
PLASTERERS AND CEMENT MASONS  
INTERNATIONAL ASSOCIATION, LOCAL NO. 919,  
BURNABY, BRITISH COLUMBIA**

(Hereinafter referred to as "THE UNION")

**May 1, 2004 to April 30, 2010**

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**CLAUSE 1.00 -- OBJECTS**

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- 1.01** The objects of this Agreement are to: Stabilize the construction industry; provide fair and reasonable working conditions and job security for the members of the Union; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lock-outs; enable the skills of both the Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

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**CLAUSE 2.00 -- UNION RECOGNITION AND RIGHTS**

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- 2.01** The Employer hereby recognizes the Union signatory hereto as the sole and exclusive collective bargaining representative of all Cement Masons to be employed or who are Employees over whom the Union has jurisdiction, as such jurisdiction is defined by the Building and Construction Trades Department of the American Federation of Labour and Congress of Industrial Organizations as of the date of this Agreement.
- 2.02** Subject to trade agreements and decisions of the Impartial Board for Settlement of Jurisdictional Disputes (A.F.L. - C.I.O.) the Cement Masons O.P. & C.M.I.A. claims for its members the Guide to Trade Jurisdiction as listed in Appendix A.
- 2.03** The Union reserves the right to render assistance to labour organizations including removal of its members from jobs when necessary. Refusal on the part of Union members to work with non-Union workmen or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer shall not be deemed a breach of this Agreement. In all such cases, the Employer involved will be given reasonable prior notice.

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**CLAUSE 3.00 -- EXTENT**

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- 3.01** This Agreement shall apply to all Employees of the Employer engaged on work within the work jurisdiction of the Cement Masons Union in the Province of British Columbia. In the event the Employer engages Cement Masons for work in the Yukon Territories through this Local Union, then all terms and conditions of this Agreement shall apply (and compensation for accident or injury equivalent to the WorkSafeBC Standards shall be provided by the Employer). The Employer agrees to engage only those subcontractors that are signatory to a collective agreement with the Union with the following exception: Placing and finishing (flat work) may be subcontracted to a contractor not signatory to a collective agreement with the Union where no employer signatory to a collective agreement with the Union submits a competitive subcontract tender price for such work at the time the subcontract was tendered. The term "competitive subcontract tender price" shall be defined as the lowest qualified price submitted by a signatory contractor who is available to do the work.
- 3.02** The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on any subcontractor engaged on work within the work jurisdiction of the Cement Mason with exception of placing and finishing (flat work).
- 3.03** The Employer will notify the Union upon request when work is subcontracted or to be subcontracted and shall provide the Union with the name of the subcontractor or contracting firm prior to the commencement of the work sublet.

**CLAUSE 4.00 -- WAGES****4.01 Hourly Wage Rates Journeymen Cement Masons:**

	Jan. 1/06	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
<b>Industrial</b>						
Basic	26.78	27.67	28.88	29.86	30.84	31.82
With Metro	27.53	28.42	29.63	30.61	31.59	32.57
<b>Commercial Institutional</b>						
Basic	25.10	25.84	26.77	27.60	28.43	29.27
With Metro	25.85	26.59	27.52	28.35	29.18	30.02

The Journeyman Cement Mason's rate includes a five-cent (\$0.05) per hour tool allowance.

**4.02 Foremen Wage Rates**

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

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 cents (\$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 instructions 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.

**4.03 General Foreman - Industrial Projects:**

On Industrial Projects where more than nineteen (19) Cement Masons or four (4) Foremen are employed, the Employer will appoint a General Foreman at twenty percent (20%) over the basic Industrial Hourly Rate plus one half-hour at straight time per shift (at Overtime rates on Overtime shifts). General Foremen will be members in good standing of the Union and shall not be required to work with the tools unless he considers it necessary.

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

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

**4.04 Apprentices:****(a) Industrial**

	<b>Jan. 1, 2006</b>	<b>May 1, 2006</b>	<b>May 1, 2007</b>	<b>May 1, 2008</b>	<b>May 1, 2009</b>	<b>Apr. 1, 2010</b>
Pre-App. 50%	13.39	13.84	14.44	14.93	15.42	15.91
with Metro	14.14	14.59	15.19	15.68	16.17	16.66
2 <sup>nd</sup> 6 mos 70%	18.75	19.37	20.22	20.90	21.59	22.27
with Metro	19.50	20.12	20.97	21.65	22.34	23.02
3 <sup>rd</sup> 6 mos 75%	20.09	20.75	21.66	22.40	23.13	23.87
with Metro	20.84	21.50	22.41	23.15	23.88	24.62
4 <sup>th</sup> 6 mos 80%	21.42	22.14	23.10	23.89	24.67	25.46
with Metro	22.17	22.89	23.85	24.64	25.42	26.21
5 <sup>th</sup> 6 mos 85%	22.76	23.52	24.55	25.38	26.21	27.05
with Metro	23.51	24.27	25.30	26.13	26.96	27.80
6 <sup>th</sup> 6 mos 90%	24.10	24.90	25.99	26.87	27.76	28.64
with Metro	24.85	25.65	26.74	27.62	28.51	29.39
7 <sup>th</sup> 6 mos 95%	25.44	26.29	27.44	28.37	29.30	30.23
with Metro	26.19	27.04	28.19	29.12	30.05	30.98

**(b) Commercial/Institutional**

	Jan 1, 2006	May 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	Apr. 1, 2010
Pre-App. 50%	12.55	12.92	13.39	13.80	14.22	14.64
with Metro	13.30	13.67	14.14	14.55	14.97	15.39
2 <sup>nd</sup> 6 mos 70%	17.57	18.09	18.74	19.32	19.90	20.49
with Metro	18.32	18.84	19.49	20.07	20.65	21.24
3 <sup>rd</sup> 6 Mos 75%	18.83	19.38	20.08	20.70	21.32	21.95
with Metro	19.58	20.13	20.83	21.45	22.07	22.70
4 <sup>th</sup> 6 mos 80%	20.08	20.67	21.42	22.08	22.74	23.42
with Metro	20.83	21.42	22.17	22.83	23.49	24.17
5 <sup>th</sup> 6 mos 85%	21.34	21.96	22.75	23.46	24.17	24.88
with Metro	22.09	22.71	23.50	24.21	24.92	25.63
6 <sup>th</sup> 6 mos 90%	22.59	23.26	24.09	24.84	25.59	26.34
with Metro	23.34	24.01	24.84	25.59	26.34	27.09
7 <sup>th</sup> 6 mos 95%	23.85	24.55	25.43	26.22	27.01	27.81
with Metro	24.60	25.30	26.18	26.97	27.76	28.56

The pre-apprentice classification is an entry level position to assess the suitability of future applicants for apprenticeship training. Pre-apprentices shall be paid at fifty percent (50%) of the Journeyman rate inclusive of vacation and statutory holiday pay. Health and Welfare and Pension contribution do not apply to pre-apprentices.

**4.05 Premiums**

Premiums, classifications, differentials and all other fringe benefits and conditions of this Agreement shall apply to apprentices.

**(a) Height Pay**

Men Working from Slipform Scaffolds, swinging stages, buckets, cages or any platform or device that is suspended shall be paid forty-five cents (\$0.45) per hour above the hourly rate. *Height pay premium is sunsetted out of the Agreement until the ratification of the agreement following this Agreement that expires on April 30, 2010.*

**(b) Grinding of Concrete**

The Employer shall pay thirty-five cents (\$0.35) per hour above the hourly rate. If the grinder is being used during the first four (4) hours of the shift, then the thirty-five cents (\$0.35) additional payment shall be made to Cement Masons for a minimum of four (4) hours. If the grinder is being used after the regular lunch break, then the payment shall be applied to each hour of the entire shift. However, if the grinder is not used prior to the lunch break, then the premium rate shall only apply to those hours after such break. *The grinding of concrete premium is sunsetted out of the Agreement until the ratification of the agreement following this Agreement that expires on April 30, 2010.*

The operators of grinders shall be rotated as often as possible to assure that the same person is not constantly employed on this type of work because of the dust and health hazards involved. Where an Employee, by his own option agrees to continue on the grinding operation, he need not be rotated in compliance with the above.

**(c) First Aid Attendant**

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.

**(d) Underground Work**

Underground work to be paid at ten percent (10%) higher rates.

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**CLAUSE 5.00 - INDUSTRY FUNDS**


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**5.01 Contributions and Deductions**

	<b>Jan. 1/06</b>	<b>May 1/06</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>	<b>Apr. 1/10</b>
Health & Welfare	2.00	2.15	2.20	2.25	2.30	2.35
Pension	2.20	2.30	2.40	2.50	2.60	2.70
Apprentice & Promotion	0.385	0.385	0.385	0.385	0.385	0.385
Rehabilitation Plan	0.02	0.02	0.02	0.02	0.02	0.02
Contract Administration	0.13	0.13	0.13	0.13	0.13	0.13
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01
BCYT Deduction	0.10	0.10	0.10	0.10	0.10	0.10



**3% Local and International Dues Table - Deductions**

	<b>Jan. 1, 2006</b>	<b>May 1, 2006</b>	<b>May 1, 2007</b>	<b>May 1, 2008</b>	<b>May 1, 2009</b>	<b>Apr. 1, 2010</b>
<b>Journeyman</b>						
Local Dues	0.68	0.70	0.72	0.74	0.76	0.78
Int'l Dues	0.34	0.35	0.36	0.37	0.38	0.39
<b>Apprentice (80%)</b>						
Local Dues	0.56	0.58	0.60	0.62	0.64	0.66
Int'l Dues	0.28	0.29	0.30	0.31	0.32	0.33
<b>Pre Apprentice</b>						
Local Dues	0.30	0.30	0.32	0.32	0.34	0.34
Int'l Dues	0.15	0.15	0.16	0.16	0.17	0.17

**5.02 Health and Welfare**

The Employer shall contribute an amount as set out in Clause 501 for each hour earned by Employees covered by this Agreement to the Cement Masons Health and Welfare Fund for the purpose of providing welfare benefits to the Employees pursuant to all the terms, covenants and conditions of a certain Trust Agreement dated April 14, 1970, creating said Fund, and its amendments as may be from time to time adopted. Contributions shall be made in accordance with Clause 6 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

**5.03 Pension**

The Employer shall contribute an amount as set out in Clause 501 for each hour earned by Employees covered by this Agreement to the Cement Masons Pension Trust Fund pursuant to all terms, covenants and conditions of a certain Trust Agreement dated November 1, 1976, creating said fund and its amendments as may be from time to time adopted. Contributions shall be made in accordance with Clause 6 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

**5.04 Cement Masons Apprenticeship and Trade Promotion Fund**

Effective July 15, 2002, the Employer shall contribute an amount of sixty-three and one-half cents (\$0.635) and effective January 1, 2006, 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 6 - Remittances. The Fund will be administered by a Board of Trustees appointed by the Union.

**5.05 Field Dues**

The Employer will deduct for a dues supplement an 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 6. 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.

**5.06 British Columbia and Yukon Territory Building and Construction Trades Council**

The Employer will deduct for the British Columbia and Yukon Territory Building and Construction Trades Council an amount of six cents (\$0.06) and, effective January 1, 2006, ten cents (\$0.10) per hour for each hour earned by Employees covered by this Agreement and forward to the Union in accordance with Clause 6 - Remittances.

**5.07 Bargaining Council of British Columbia Building Trade Unions**

The Employers will provide funding for the Bargaining Council of British Columbia Building Trade Unions (BCBCBTU) of one cent (\$0.01) per hour for all hours earned. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

**5.08 Jurisdictional Assignment Plan**

The Employer shall contribute one cent (\$0.01) per hour worked by Employees covered by this Agreement to the Trustees of the Jurisdictional Assignment Plan Fund.

The contributions will be remitted by the fifteenth (15th) day of the month following that in which contributions cover and shall be made in accordance with Clause 6 - Remittances.

**5.09 B.C. Construction Industry Rehabilitation Fund**

The Employer shall contribute an amount of two cents (\$0.02) per hour for each hour earned by Employees covered by this Agreement to the Trustees of the B.C. Construction Industry Rehabilitation Fund. These funds will be remitted to the Trustees by the 15th day of the month following that which contributions cover through the Cement Masons' Welfare Trust Fund and shall be made in accordance with Clause 6 - Remittances.

**5.10 Contract Administration Fund**

All signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each Employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all funds received in accordance with the standard remittance form utilized by the Union. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union for remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent funds from individual Employers.

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**CLAUSE 6.00 - REMITTANCES**

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**6.01** The Cement Masons' Welfare Trust Fund and Pension Trust Fund shall be managed by Boards of Trustees appointed by the Union.

**6.02** Fund remittances means all contributions and deductions required under Clause 5 of this Agreement. The contributions and deductions for all Fund Remittances by the Employer shall be made by a cheque payable to "Cement Masons' Welfare Trust Fund" and shall be accompanied by a completed monthly remittance form copies of which shall be provided to all Employers by the Union. Contributions and deductions will be remitted to the Union's address by the fifteenth (15<sup>th</sup>) day of the month following the month such contributions

cover. The Trustees of the Cement Masons' Welfare Trust Fund shall forward these Fund Remittances to the appropriate authority by the last day of the month following the month such contributions and deductions have been made on their behalf to the Administrator of the appropriate fund.

- 6.03** The costs of administering the collection and distribution of contributions and deductions shall be shared proportionately by each Fund. The Trustees may waive such costs for the BCYT Fund, Jurisdictional Assignment Plan, Rehabilitation Fund and Contract Administration Fund. The costs of providing the Unified Remittance Form shall be deducted by the Cement Masons' Welfare Trust Fund office from the contributions received for Field Dues.
- 6.04** The Cement Masons' Pension and Benefit Plan shall have the right to conduct a payroll audit on any Employer covered by the collective agreement that is in non-compliance with the collective agreement in respect of sub-contracting, payment of wages, holiday pay, and benefit plan contributions. Should such audit reveal non-compliance, then the cost of the audit shall be borne by the Employer. Should it become necessary, one (1) person may be appointed by the Union to inspect the Employers' records as to hours worked and payment of all contributions and deductions made on behalf of all Employees covered by this Agreement.

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#### **CLAUSE 7.00 - METRO TRAVEL**

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**7.01 Greater Vancouver Travel:**

The Greater Vancouver Area shall extend to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Surrey, Delta, White Rock and Coquitlam and continue in a direct line from the northern boundary of Coquitlam westward to Indian Arm.

**7.02 Greater Victoria Area:**

The Greater Victoria Area shall extend to 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.

**7.03 Duncan Metro:**

The Greater Duncan Area shall extend from the northern boundary of the Greater Victoria Area (as described above) on the south to the northern municipal boundary of Chemainus on the North as outlined on the map initialled by the parties.

**7.04 Nanaimo Metro:**

The Greater Nanaimo Area shall extend from the northern municipal boundary of Chemainus, on the south to the Qualicum River, on the north as outlined on the map initialled by the parties.

**7.05 Campbell River Metro:**

The Greater Campbell River/Courtenay Area shall extend from Fanny Bay on the South to Bloedel on the North as outlined on the map initialled by the parties.

**7.06 Metro Payments:**

The Employer will pay an amount of fifty cents (\$0.50) and effective January 1, 2006, seventy-five cents (\$0.75) per hour earned to cover all travel time and transportation costs, including tolls, in the above metro areas to each Cement Mason regardless of his place of residence. This amount shall be added to the hourly rate.

**7.07 Outside Metro:**

In addition to the foregoing, Employees residing within the above metro areas who are directed to work outside those metro areas and commute to and from work each day, shall receive forty-two cents (\$0.42) per kilometre on a return mileage basis from the exterior boundary of the metro area to the job as payment for daily travel.

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**CLAUSE 8.00 - HOLIDAY PAY**


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**8.01 Annual Vacation**

Employees shall receive six percent (6%) of all wages earned, including overtime, as vacation pay. This amount to be accrued and paid monthly and on termination. An Employee may take up to three (3) weeks; annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

**8.02 Statutory Holidays**

Employees shall receive six percent (6%) of all wages earned including overtime, as Statutory Holiday pay. The amount is to be accrued and paid monthly and on termination. The recognized holidays are:

New Year's Day	B.C. Day (1st Monday in Aug.)
3rd Monday in February	Friday preceding Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Friday preceding B.C. Day	Boxing Day

In addition to the above, any day proclaimed a holiday by Federal or Provincial Government Authority shall be recognized. When a holiday falls on a Saturday or Sunday, the following work day(s) will be observed. for at double time rates in addition to the Statutory and Annual Holiday Pay as outlined above.

On all commercial-institutional projects, the third Monday in February (Heritage Day) and the Friday before Labour Day may be floated, and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.

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**CLAUSE 9.00 -- HOURS OF LABOUR**


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**9.01 Regular Hours of Labour**

It is agreed that eight (8) hours shall constitute a regular work day, and that five (5) days, forty (40) hours shall constitute the regular work week. The regular work week shall be five (5) days between Monday 6:00 a.m. and Friday 6:00 p.m. in conformity with the above starting and ending times. The regular hours of work shall be observed, except the starting times may be varied between the hours of 6:00 a.m. and 10:00 a.m.

**9.02 Compressed Work Week**

A compressed work week may be established by the Employer.

**Hours of Work**

- (a) Ten (10) straight time hours shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.

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

#### **Overtime**

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1 1/2) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1 1/2) times the otherwise applicable straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

#### **Statutory Holidays**

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

### **9.03 Lunch Breaks**

A lunch break of a full thirty (30) minutes will be allowed for each Employee for the consumption of food and beverages as well as a rest period. The regular lunch break shall be in conformity with the starting times above:

6:00 a.m. start lunch break between 10:00 a.m. and 11:00 a.m.

7:00 a.m. start lunch break between 11:00 a.m. and noon

7:30 a.m. start lunch break between 11:30 a.m. and 12:30 p.m.

8:00 a.m. start lunch break between noon and 1:00 p.m.

9:00 a.m. start lunch break between 1:00 p.m. and 2:00 p.m.

0:00 a.m. start lunch break between 2:00 p.m. and 3:00 p.m.

On shift work the lunch break shall be between the third and one-half (3-1/2) and fourth and one-half (4-1/2) hours of work in harmony with the regular hours.

On jobs where the room and board provisions of Clause 12 apply, the regular lunch period may be extended to one (1) hour by mutual agreement between the Employer and the Union, and the start of such lunch period shall be as outlined above.

Where an Employee is required to work during the regular established lunch period, such Employee shall be paid at the double rate of pay. Where an Employee is required to work during the regular lunch period, he shall not be required to work beyond an extended work period of five (5) hours without a meal break. (NOTE: Four and one-half (4-1/2) hours on shift work.)

The time required for the meal break shall be considered as time worked and shall not exceed one-half (1/2) hour. If the Employee is required to take his lunch break prior to the regular lunch break, the foregoing shall also apply.

#### **9.04 One, Two or Three Shifts**

Three (3) consecutive work days shall constitute an afternoon and/or night shift. If a afternoon and/or night shift is/are not constituted, overtime rates per Clause 11 shall apply. Shift premiums shall be paid on the basis of:

Day Shift	8 hours pay for 8 hours work
Afternoon Shift	8 hours pay for 7-1/2 hours work
Night Shift	8 hours pay for 7 hours work

The starting time of the afternoon and/or night shift(s) may be varied by one hour without consent of the Union. Starting times may be furthered varied with mutual agreement between the Employer and Union.

It is agreed that on projects where more than one (1) shift is employed, the Employees shall be rotated at intervals of at least every two (2) weeks and not more often than once a week.

On underground work the ten percent (10%) higher rates shall also be applied to the shift differential.

#### **9.05 Occupied Buildings**

On jobs in occupied buildings where work must be done after regular working hours, Union members may work under the same rates and conditions as shift work, with the exception that it is not necessary to work three (3) consecutive days or more.

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### **CLAUSE 10.00 - CALLOUT TIME**

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- 10.01** Where an Employee is called out for work and no work is performed, he shall be paid four (4) hours pay, excepting that where the work is suspended due to inclement weather before any work is performed, he shall be paid two (2) hours pay and provided, however, that the Employee 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 for 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) hours' notice prior to starting time shall be given.
- 10.02** The Employer shall pay to every Employee covered by this Agreement who works less than four (4) hours in any day, a minimum of four (4) hours' pay for each day. The Employer shall also pay to every Employee covered by this Agreement who works in excess of four (4) hours and less than eight (8) hours in any day, at least eight (8) hours' pay for each such day. All hours worked outside the regular hours or accepted variations therefrom and outside the established shift hours shall not be considered for the purpose of satisfying the above requirements.
- 10.03** Where Employee(s) are called into work within eight (8) hours of working on the job, overtime rates shall apply until an eight (8) hour break occurs.

**10.04 Call-Out Time on Saturdays, Sundays, Statutory Holidays and Other Overtime Shifts:**

For the operation of this section, the same conditions that govern call-out time on regular shifts as set out in this Clause shall apply, with the exception that all hours paid to the Employees shall be paid at the applicable overtime rate of pay.

- 10.05** Where an Employee is injured during working hours, he shall be paid a minimum of eight (8) hours' pay at the applicable rate of pay.

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**CLAUSE 11.00 - OVERTIME**

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**11.01 Commercial-Institutional**

The first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half (1-1/2) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

**11.02 Industrial**

The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1-1/2) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.

- 11.03** Overtime will be as evenly distributed as practicable. A working Employer who is not a member of the Union shall not use the tools or machines of the trade during any overtime period.

- 11.04** Overtime work shall be paid for up to the complete one-half (1/2) hour. (ie: Work from 8:00 a.m. to 4:45 p.m. shall attract pay up to 5:00 p.m.)

- 11.05** Where arrangements are made prior to a man leaving the work site for work to be done after his shift, he will, at his Employer's option, either be continued on the payroll as though he were working, in which event he will be paid overtime at the applicable overtime rate and qualify for meal allowance as applicable or, in the event he is called back to work, a minimum of four (4) hours at the applicable overtime rate shall be paid.

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**CLAUSE 12.00 - REST BREAKS**

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- 12.01** On a regular shift, two (2) ten-minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. Where work is scheduled for a period of ten (10) hours, there shall be two (2) rest breaks of fifteen (15) minutes inclusive of compressed work weeks. Where work is required for a period of ten (10) hours, unscheduled, a third rest break will be taken at the end of eight (8) hours. Where work is required beyond ten (10) hours, a second meal break of one-half (2) hour will be provided at the end of eight (8) hours to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.

When an Employee is required to work more than ten (10) hours, the Employer shall provide a meal at no cost to the Employee. Additional meals shall be provided by the Employer at four (4) hour intervals after the first (1st) meal break.

Where camps are maintained or where suitable open facilities are located within ten (10) kilometres by road, hot meals must be provided. In all other cases, a variety of sandwiches or hamburgers, together with hot coffee and hot soup, shall be supplied by the Employer.

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**CLAUSE 13.00 - OUT-OF-TOWN TRAVEL ALLOWANCE**

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- 13.01** Employees directed to a project from which they do not return to their residence daily shall be paid a travel allowance for initial travel and transportation to the project and return from their designated dispatch point or their residence, whichever is closer, based on the following: Forty-five cents (\$0.45) and effective February 1, 2006, fifty cents (\$0.50) per kilometre by the most direct route inclusive of ferry expenses from the point of dispatch or residence, whichever is closer to the job. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. Mutual agreement of the parties is required to effect any amount exceeding fifty cents (\$0.50) per kilometre.
- 13.02** Mutual agreement of the Employer and employees is required for the use of air transportation. Should air transportation be used, the Employer shall pay air transportation costs inclusive of ground transportation at the terminus.
- 13.03** No other payment or reimbursement will be provided by the Employer for the employee's travel or time to and from out of town projects as defined by the collective agreement. If an Employee voluntarily quits or is terminated with cause when having been on the job less than fifteen (15) calendar days, travel allowance shall be deducted by the Employer. If an Employee quits or is terminated with cause when having been on the job thirty (30) calendar days, return travel allowance shall be paid by the Employer.
- 13.04** If an Employee takes sick, is injured or leaves the job for authentic compassionate ground, travel allowance shall be paid by the Employer.

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**CLAUSE 14.00 - PERIODIC LEAVE**

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- 14.01** An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

250 km to 500 km	100.00
501 km to 750 km	200.00
751 km to 1,000 km	250.00
over 1,000 km	325.00

The mileage will be computed from the project to the Employee's place of residence. It is agreed that the above amounts will be paid only once for each turnaround.

On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week or a number of days mutually agreed between the Employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an Employee receive leave unless he actually returns to his place of departure. Living-out-allowances shall not be paid during leave periods.

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**CLAUSE 15.00 - CITIES, TOWNS OR VILLAGES**

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- 15.01** On all jobs situated within forty (40) road kilometres of the centre 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.
- 15.02** On jobs situated beyond forty (40) road kilometres from such centres, the Employee will receive forty-five cents (\$0.45) per kilometre each way as a daily travel allowance.



- 15.03** If a member is accommodated in a motel, hotel or unit other than a camp, then transportation such as a taxi or approved company vehicle shall be supplied beyond the forty kilometre free zone and 50% of the local travel allowance shall also apply.
- 15.04** 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 WorkPlaceBC, 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 forty (40) kilometre 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.
- 15.05** 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. 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 this paragraph 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.

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**CLAUSE 16.00 - MARSHALLING POINTS**

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- 16.01** On camp jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.
- 16.02** Vehicles used to transport workmen shall be approved passenger vehicles conforming to public transit standards and operated in compliance with WorkSafeBC Regulations
- 16.03** On industrial jobs, the starting and stopping times shall be at the tool lock-up or lunchroom.
- 16.04** The starting and stopping time may be varied by one (1) hour earlier or later than the normal 8:00 a.m. start at the Employer's discretion.
- 16.05** It is understood and agreed that the time between departure from the main dining room or a marshalling point, that has been mutually agreed to by the Union and Employer, to work station shall be considered as time worked and shall be paid for at the appropriate rates of pay. Equal time will be allowed and paid for at the appropriate rates of pay for Employees to return to the departure point. Local residents who are commuting to and from work each day shall be entitled to the same provisions contained herein.

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**CLAUSE 17.00 -- PAYMENT OF WAGES**

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- 17.01** Wages shall be paid to each Employee on the job during normal work hours. Payment shall be made at least once every two (2) weeks for the wages due up to the end of the previous week. Where necessary, cheques will be made to include exchange.
- 17.02** The Employer shall provide a separate or detachable itemized statement with each pay, showing the number of hours at straight time rates and at overtime rates, the wage rate and total deductions from the amount earned.
- 17.03** The Employer will hold back no more than three (3) days' pay in any pay period, except on jobs over eighty (80) kilometres from the B.C. Head Office, in which case five (5) days' holdback will be allowed.

- 17.04** When an Employee is terminated for any reason, he shall be paid his accrued wages within two (2) business days of his return to Vancouver or place of residence. Cheques will be mailed to the address given the Employer representative by the Employee or will be held at the Employer's office, whichever is designated by the Employee. If payment is not made in accordance with this Clause, then the Employee will be considered as still being on the payroll of the Employer and will receive his usual wages and conditions until these provisions have been complied with.
- 17.05** Timely payment of wages, contributions and/or deductions provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions and/or deductions shall be dealt with as follows:
- 17.06** The Union will advise the Employer in writing of any delinquency; if the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday and Sunday and Holidays, the Union may then request a meeting with the Employer or his representative to provide for the payment of wages, contributions or deductions; should the matter not be resolved, the Union may demand payment of wages and contributions at the end of each day or at the end of each week or, upon twenty-four (24) hours notice to the Employer, withdraw its members from the Employer. Such withdrawal shall not be considered a violation of this Agreement.
- 17.07 Wage Bond**
- (a) Before members are dispatched to any Employer who has not been signatory to a Cement Masons Agreement for a minimum of two (2) years, then such Employer may be required to deposit a bond suitable to the Union up to ten thousand dollars (\$10,000.00) for use in default of payment of wages, welfare contributions, vacation pay, statutory holiday pay or any other contributions or payments provided by this Agreement. When no longer required, such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
- (b) Where there have been instances of payroll failures by the Employer or principals or directors to meet payroll requirements, the Union shall have the right to:
- Inspect the Employer's payroll; and/or
  - Require the posting of a bond suitable to the Union up to ten thousand dollars (\$10,000.00); and/or
  - Require that payment of wages and other payroll requirements be by cash or certified cheque.

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#### CLAUSE 18.00-- WORKING CONDITIONS

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- 18.01** 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.
- 18.02** When a Cement Mason is required to provide tools, the cost of transporting such tools to and from the job shall be borne by the Employer, subject to the same provisions as govern transportation, except where the job or project is located in the Greater Vancouver Area and the Greater Victoria Area.
- 18.03** One (1) hours' notice of discharge will be given by the Employer to the Employee or one (1) hours' pay allowed in lieu thereof to enable the Employee to get his tools and his personal belongings gathered together and put in shape for the next job.
- 18.04** If the Employer fails to provide work and requires an Employee to stand by for more than two (2) consecutive working days in any work week, the Employee, at his option, shall be deemed to have been laid-off. If travel allowance is involved, the cost of return travel allowance shall be paid by the Employer.

- 18.05** A lock-up shall be provided and used for drying clothes, a dressing room and a lunch room. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned up daily and kept cleared of building material and other construction paraphernalia. The lock-up shall have tables and benches and shall contain a tool lock-up for Cement Masons.
- 18.06** Respirators shall be furnished by the Employer to all Cement Masons while grinding. When respirators are issued, they shall be in a sanitary condition and a supply of new filters shall be available. Safety glasses or goggles shall be furnished by the Employer for Cement Masons for grinding, chipping or bush hammering of concrete. While grinding in confined areas, a fan or similar device shall be supplied by the Employer for dust removal.
- 18.07** Disposable coveralls and rubber gloves shall be supplied by the Employer when Cement Masons are required to work with hand applied colour ad-mix epoxy or similar materials. On the jobs and projects where the above work can be completed within a consecutive two (2) hour period (i.e. 8:00 A.M. to 10:00 A.M.) in any one day, then the above protective clothing need not be supplied.
- 18.08** The Employer shall follow all necessary safety practices in the use of epoxy as required by WorkSafeBC, and the Cement Masons will cooperate in following these safety measures as set up by the Employer.
- 18.09** No more than one (1) working partner will be recognized for any Employer. All other partners performing Cement Masons' work will become members of the Union. Where only one (1) Cement Mason is employed, he must be a member of the Union.
- 18.10** The Employer will provide a termination slip if requested by the Union, which shall state the reason for the Employee's termination.
- 18.11** On underground operations, lunch will be eaten on the Employer's time.
- 18.12** A five (5) minute tool pick-up period will be allowed prior to quitting time.
- 18.13** All Employees are guaranteed that while employed on the jobsite, project or place of business of the Employer, the Employees' tools will be insured. The insurance covers fire and burglary or loss when working over water or such other areas where tools cannot be retrieved. And in the event of loss, the Employer agrees to replace the tools. When commencing employment, the Employee shall submit to the Superintendent or his Representative, an inventory of the tools brought on the job, and the inventory list shall be signed by the Employer's Representative and the Employee. Coverage will commence at the date of filing of the inventory with the Employer. The Employee shall ensure that the inventory is current. An affidavit may be requested by the Employer from the Employee claiming the loss. The foregoing conditions re inventory have no effect with regard to the tools Cement Masons are required to have under the provisions of Clause 1801 of this Agreement as these will be automatically insured.
- 18.14** The Cement Masons' crew must be on the job to assist with the pour on slab work or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.
- 18.15** It shall be considered a violation of this Agreement for the Employer to rent equipment or power tools from Cement Mason Employees or to make employment conditional upon their providing or furnishing equipment or power tools.
- 18.16** It shall not be considered a violation of this Agreement for Employees to take time off twice within a twelve (12) month period to attend Union Conventions or Conferences providing, however, that time so taken does not exceed six (6) regular working days and providing that written notice has been given to the Employer at least one (1) week prior to taking such time off. The Employee's position shall be held open for him except in cases where there would be a normal reduction in the working force.
- 18.17** It shall be a violation of this Agreement for Employees to engage in piece work of any description.

- 18.18** 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 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.
- 18.19** Where there is no running tap water available, cool drinking water, in approved sanitary containers, shall be provided. Paper cups will be supplied. Salt tablets shall be supplied. Clean-up facilities, hand cleanser and paper towels shall be provided on all jobs.
- 18.20** It is agreed that telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.
- 18.21** All time lost by an Employee due to attendance, at the Employer's request, for doctors' or other medical examinations in connection with his employment will be paid for by the Employer at the applicable rates of pay.
- 18.22** In case of fire and burglary the Employer shall protect the value of an Employee's work clothes up to a total of three hundred dollars (\$300.00), providing an inventory of clothing is filed with the Employer. When commencing employment the Employee shall submit to the Superintendent or his representative an inventory of work clothes brought on the job. Coverage will commence at the date of the filing of the inventory with the Employer. The Employee shall ensure that the inventory is current.

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**CLAUSE 19.00 - UNION SHOP**

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**19.01 Dispatch Offices**

The Union shall maintain a dispatch office through which the Employer will clear all Cement Masons prior to hiring.

**19.02 Hiring**

When Employees are required, only Union members having clearance from the Union shall be hired. They shall be required to provide proof of membership in good standing in the Union when requested by the Employer, Foreman, Union Representative or Job Steward. Good standing shall be as established in the Local Union's Constitution and By-Laws. Should an Employee fail to provide proof as aforementioned, the Employer shall, upon notification from the Union, discharge him forthwith.

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

Notwithstanding the above, when Union members are not available in B.C., the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and tradesmen's qualifications and shall, within fourteen (14) days, make application for membership in the Union or be replaced by a Union member when available.

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 WorkSafeBC, providing the project is still in operation and there is work in his classification; however, should the Employer refuse employment the Local Union, at the request of the Employee, may request the Employer to provide reasons for refusing to rehire.

The Union shall have the exclusive right to determine who is a member in good standing. Should an Employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such Employee.

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**CLAUSE 20.00 - JOB STEWARDS AND BUSINESS REPRESENTATIVES**

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- 20.01** The Business Representative of the Union shall be permitted on all jobs, but will in no way interfere with the men during working hours, unless permission is granted by the Employer or his representative.

- 20.02** Job stewards shall be recognized on all jobs, shall have adequate time to take care of all grievances, shall attend all formal shop stewards' meetings as recognized and approved by the Employer and shall not be discriminated against.
- 20.03** The Union shall notify the Employer or superintendent in writing, as to the name of the Job Steward and any change thereof.
- 20.04** Under no circumstances shall Job Stewards or any Cement Masons make any arrangements with the Foreman or Employer, or vice versa, that will change or conflict in any way with any section or terms of this Agreement, without consultation with and approval from both the Union Manager and the Employer.
- 20.05** On all jobs, other than Foreman, a Job Steward shall be given preference of continued employment until completion of the work unless the Job Steward is not qualified or unless otherwise agreed between the parties hereto.

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**CLAUSE 21.00 - LIVING OUT ALLOWANCE, CAMPS, ACCOMMODATION**

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The following room and board conditions shall apply to all Employees except local residents as defined herein:

- 21.01** 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, requirements and conditions of the agreement between the British Columbia Yukon Territory Building and Construction Trades Council and Construction Labour Relations Association of British Columbia governing camp rules, regulations and conditions, agreement dated for reference September 1, 1987 - August 31, 1997 and any amendments thereto as negotiated from time to time between the above parties.
- 21.02** Any Employee may refuse to live in accommodations which do not meet the above standards.
- 21.03** Hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the Employee to take the supplied lunch with him to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer.
- 21.04** If an Employee is requested to move from one room to another by the Employer, he shall do so on the Employer's time.
- 21.05** 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 eighty-five dollars (\$85.00) on a seven days per week basis. Effective January 1, 2006, LOA will increase to ninety dollars (\$90.00) and effective May 1, 2007 to ninety-five dollars (\$95.00) per day and effective May 1, 2009 increased to one hundred dollars (\$100.00) per day; or
  - (b) Accommodation plus \$45.00 per day for meal allowance on a seven (7) days per week basis. Effective January 1, 2006, meal allowance to increase to fifty dollars (\$50.00) per day and effective May 1, 2007 to fifty-two dollars and fifty cents (\$52.50) and effective May 1, 2009 to fifty-five dollars (\$55.00) per day.
  - (c) When an Employee is absent from work and does not furnish the Employer's representative with satisfactory evidence of illness or accident, he will forfeit accommodation and meal allowance costs or LOA 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.
  - (d) 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.

**21.06 Local Resident**

A local resident will be defined to mean any person residing within eighty (80) kilometres by road of the project or, where ferry travel is involved, within 75 minutes travel time including ferry travel and road kilometres. A local resident must have resided at this location sixty (60) days prior to being hired to work on the project.

**21.07 Weekend Checkout**

Any Cement Mason who is living in accommodation provided by the Employer may, on any weekend or Statutory Holiday, check out of this accommodation, and the Employer shall pay him twelve dollars (\$12.00) per day where accommodation is provided in camps and fifteen dollars (\$15.00) per day where accommodation is provided in motel/hotel(s) and similar lodgings.

To qualify, the member must work the scheduled shift prior to the weekend or Statutory Holiday and the scheduled shift after the weekend or Statutory Holiday, providing work is available.

If meal tickets are provided to Cement Masons, the Cement Mason who intends to check-out or vacate for the weekend must turn in his meal tickets to the Employer's representative not later than 4:00 p.m. on Friday.

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**CLAUSE 22.00 - ACCIDENT PREVENTION**

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- 22.01** It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act, and any refusal on the part of a workman to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. In the interest of safety, it is understood and agreed that no Cement Mason will be permitted to work alone on overtime or shift work on buildings and structures unless a night watchman is employed or proper supervision is provided by the Employer. The watchman shall be instructed to check hourly on the workman to assure that he is unharmed and safe from any apparent injury. The Union is to instruct its members in standard safety precautions. If more than six (6) Cement Masons are employed by a contractor on a project, the Employer shall designate a Union member who will participate in all relevant Project Safety Committee Meetings.
- 22.02** A Foreman shall not be the designated member to attend project safety committee meetings unless mutually agreed to by both the Employer representative and the Union representative.
- 22.03** When an Employee is travelling on company business he shall be covered by Workers' Compensation.

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**CLAUSE 23.00 - APPRENTICESHIP PROGRAM**

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- 23.01** When the Employer intends to engage a probationary apprentice, he shall first notify the Local Union. The apprentice must then obtain a permit from the Local Union before commencing work.
- 23.02** No apprentice shall be allowed to work without a Journeyman Cement Mason on the job.
- 23.03** After a one (1) month probationary period, each apprentice must join the Union.
- 23.04** Every Employer will be allowed one (1) apprentice and one (1) additional apprentice for every six (6) Journeymen employed. When five (5) or more Journeymen are employed on a project, one (1) apprentice shall be employed when available.
- 23.05** When an apprentice is laid off, the Employer shall notify the Union.

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**CLAUSE 24.00 - JURISDICTIONAL DISPUTES**

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- 24.01** In case of a jurisdictional dispute over the allocation of work it is agreed that there will be no stoppage of work, but that the procedure as outlined in Clause 24.06 shall be followed.

Unless otherwise determined by decision of the Building and Construction Trades Department (A.F.L. - C.I.O.) and/or agreement entered into or existing between O.P. & C.M.I.A. and any other craft of the Building and Construction Trades Department, Cement Mason's work shall include the following: The finishing of all concrete on concrete construction such as floors, walls, ceilings, sidewalks, curbs and gutters ( whether finished by trowel or float or any other process); patching, sacking, chipping, bush hammering, rubbing, grinding and application of curing compounds where necessary in concrete finishing work; dry packing, grouting and finishing in connection with setting machinery such as engines, generators, air compressors, tanks and so forth that are set on concrete foundations.

- 24.02** The Employer shall assign the work to the Cement Mason in accordance with the above.
- 24.03** If a dispute arises as a result of such assignment, the aggrieved trade shall apply to the Umpire of Jurisdictional Work Assignment for decision as to which trade the work belongs, and the parties to this Agreement agree to abide by such decision.
- 24.04** Where another trade fails to be bound by a decision of the Umpire of Jurisdictional Work Assignment or the Impartial Board for Settlement of Jurisdictional Disputes, the work in question shall be awarded to the Cement Mason.
- 24.05** Any party or person bound by this Agreement having received a decision of the Umpire, may apply for a jurisdictional award to the Impartial Jurisdictional Disputes Board created by the Building and Construction Trades Department, (A.F.L. - C.I.O.) and such person or party shall be bound by all of the Procedural Rules and Regulations of the said Impartial Jurisdictional Disputes Board so far as may be applicable and shall be bound by any decision of the said Impartial Jurisdictional Disputes Board (including any decision of the Appeal Board provided therein) as if such decision were a decision of the Umpire of Work Assignment for British Columbia.
- 24.06** Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreement will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- 24.07** The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- 24.08** The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- 24.09** The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- 24.10** The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work are prohibited. No local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

- 24.11** Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the Jurisdictional Assignment Plan, the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, Arbitration or the B.C. Labour Relations Board, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for noncompliance with the Umpire's ruling for the period subsequent to the ruling.

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#### **CLAUSE 25.00 - GRIEVANCES**

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- 25.01** If during the term of this Agreement there should arise any difference between the parties to this Agreement concerning interpretation, application, operation or any alleged violation hereof or concerning discharge of any Employee which may be alleged to be unjust and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:
- 25.02** The Job Steward or Business Representative of the Union shall first discuss the difference with the Foreman or Superintendent of the Employer in an effort to resolve the matter on the job, or as an alternative the Business Representative may refer the difference directly to management through the Employer's main office or business address in the Province of British Columbia, and the Employer may refer the difference directly to the Business Representative through the main office of the Union in British Columbia.
- 25.03** If the difference is not resolved, 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.
- 25.04** However, the foregoing time limits will not apply in respect to any Employer remittances to the Cement Masons Welfare Trust Fund, Jurisdictional Assignment Plan 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 any time.
- 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 forty (40) days after completion of the sub-contract.
- 25.05** In the event a grievance involving a question of discharge is not resolved in seven (7) days and a grievance involving other matters is not resolved within twenty (20) days, then each party shall within five (5) days appoint a member to a Board of Arbitration. The two (2) appointees shall within five (5) days of appointment agree upon a person to act as Chairman, but failing to do so within this time they shall jointly request the Minister of Labour for British Columbia to appoint such Chairman. 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.
- 25.06** In the event a matter of discharge has not been referred to an Arbitration Board within seven (7) days of its receipt in writing, then the matter shall be deemed to be waived.
- 25.07 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.



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**CLAUSE 26.00 - SAVINGS CLAUSE**

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- 26.01** It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Federal or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Federal or Provincial Order or Statute and the other provisions of this Agreement shall not be affected thereby.

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**CLAUSE 27.00 - MANAGEMENT RIGHTS**

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- 27.01** It is recognized by both parties to this Agreement that the Employer is, in the first instance, the sole interpreter of his rights to manage his business as long as such actions are not in violation of or contrary to the terms of this Agreement.

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**CLAUSE 28.00 - JOINT INDUSTRY RECOVERY PROGRAM**

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- 28.01** The Union, in conjunction with the Employers' representative or the Employers bidding work in the respective areas, may determine on a job by job basis if special dispensation is required to become competitive and should the necessity arise, may, by mutual agreement and in writing, amend or delete any of the terms or conditions of the Agreement for the length of the job.
- 28.02** Unless otherwise agreed to in writing, the Union shall not decline to participate in the process contemplated by this Clause.
- 28.03** The parties further agree that the Joint Industry Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include the provision, not already provided for in the agreement, which in any way either increases the Employers' cost and/or decreases the Employers' flexibility with respect to any term of the standard agreement. Such enabling may not be applied to cause the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, without the prior written consent of the BCBCBTU and CLR.

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**CLAUSE 29.00 - DURATION OF AGREEMENT**

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- 29.01** This Agreement shall be for the period from and including May 1, 2004 to and including April 30, 2010 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of expiry of this Agreement (April 30, 2010) or immediately preceding the last day of April in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:
- (a) The Union shall give notice to strike (or until the Union goes on strike); or
  - (b) The Employer shall give notice of lock-out (or the Employer shall lock-out its Employees); or,
  - (c) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.
- 29.02** If, during the life of this Agreement there should arise any difficulty or misunderstanding as to the interpretation of any part or clause of the Agreement, that section or part of the Agreement may be amended by mutual consent of the two parties.

SIGNED AT THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA, THIS \_\_\_\_ DAY OF  
\_\_\_\_, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF B.C.

THE CEMENT MASONS SECTION OF THE  
OPERATIVE PLASTERS AND CEMENT MASONS  
INTERNATIONAL ASSOCIATION, LOCAL NO. 919  
BURNABY, BC

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**APPENDIX "A" Guide To Trade Jurisdiction**

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The finishing of all concrete on buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, alleys and roofs, mass or reinforced concrete slabs and all flat surfaces of concrete including the screeding, straightedging, floating and trowelling of same. The laying and spreading and finishing of all types of bituminous concrete. The operation and control of all types of Vacuum Mats used in the drying of concrete or cement floors in preparing same for finish. The operation of finishing machines, power driven floats and trowelling machines shall be performed by the Cement Mason. Mastic flooring, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic and all other types of resilient floors. The finishing or washing of all concrete construction using any colour pigment when mixed with cement, in any other form -- mosaic and nail coat whether done by brush, broom, trowel, float or any other process including operation of machines for scoring floors or any purpose they may be used for in connection with Cement Masons Trade. The rodding, spreading and finishing of all top materials, sills, coping, steps, stairs and risers and running all cement and plastic material 6" base or less shall be the work of the Cement Mason. All preparatory work on concrete construction to be finished, or rubbed, patching, brushing, chipping and bushhammering, rubbing or grinding if done by machine or carborundum stone on all concrete construction. The setting of all curb and gutter forms. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks and so forth, that is set on concrete foundations. All dry packing, grouting and finishing in the setting of all sole plates, treads, pipes and doorjamb, etc., that are set in concrete.

The curing of finished concrete, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.

The spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride granolithic or terrazzo composition floors shall be the work of the Cement Mason; including all types of oxychloride granolithic or terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces, bonding; the preparation and installation of ground or base courses, steps and cove base.

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**LETTER OF UNDERSTANDING**

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BY AND BETWEEN: CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND: THE CEMENT MASONS SECTION OF THE  
OPERATIVE PLASTERS AND CEMENT MASONS  
INTERNATIONAL ASSOCIATION, LOCAL NO. 919  
BURNABY, BC

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**RE: PRE-JOBS**

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It is understood and agreed by the principle organizations hereto that they will encourage and promote the Pre-job@ concept on the following basis:

- (a) Industrial projects of substantive size.
- (b) Out-of-town projects (industrial, commercial, institutional) of substantive size or special characteristics.
- (c) Commercial, institutional or major residential in-town projects having special characteristics.
- (d) To be called by the B.C.Y.T. - B.C.T.C. in consultation and co-operation with CLR and the responsible CLR contractor.
- (e) Arrangements to be made with sufficient lead time for postal notice to affected organizations.
- (f) Pre-jobs shall be open to all building trades Unions affiliated with the B.C.Y.T. - B.C.T.C.
- (g) General contractors, management contractors, major sub-contractors.
- (h) Topics of consideration (among others) - hours of labour, overtime, travel, transportation, manpower requirements, safety and health, camp, catering, hotel-motel facilities, job durations, responsible representatives, managers and supervisors etc.
- (i) Should irreconcilable differences surface, the terms of the various collective agreements shall prevail.
- (j) Where required or deemed expedient (esp. industrial projects), pre-jobs shall include "jurisdictional mark-ups".
- (k) Where a job or project is of more than local interest and where it is deemed practical and expedient, pre-jobs shall be held in the Lower Mainland.

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION OF THE U.S. AND CANADA, LOCAL 919.

J. Bruno & Son Limited  
868 E. Cordova St.  
Vancouver, BC V6A 1M4

Commonwealth Construction Canada Ltd.  
4599 Tillicum St.  
Burnaby, BC V5J 3J9

Cranberry Construction Services Ltd.  
DBA MacIntosh & Norman  
4520 B - Franklin Ave.  
Powell River, BC V8A 3E3

Crossroads Construction Co. Ltd.  
3664 Opie Cres.  
Prince George, BC V2N 1C1

Driver's Industrial Installations Ltd.  
7701 Somenos Rd.  
Duncan, BC V9L 5Z7

Duron (B.C.) Ltd.  
#702 - 5830 Byrne Rd.  
Burnaby, BC V5J 3J3

Halse Martin Construction Co. Ltd.  
1636 McGuire Ave.  
North Vancouver, BC V7P 3B1

Jacobs Catalytic Ltd.  
PO Box 5276 Stn A  
400S - 8500 Macleod Trail South  
Calgary, AB T2H 2N7

Kellogg, Brown & Root (Canada) Company  
PO Box 5588 Stn South  
Edmonton, AB T6E 6P8

Kingston Construction Ltd.  
9349 - 194th St.  
Surrey, BC V4N 4G1

Lockerbie & Hole Industrial Inc.  
401 Salter St.  
New Westminster, BC V3M 5Y1

--- Branch  
PO Box 414, 14940 - 121A Ave  
Edmonton, AB T5V 1A3

McNamara Construction Company  
80 North Queens Street  
Etobicoke, ON M8Z 5Z6

--- Branch  
PO Box 13095  
St. John's, NF A1B 3V8

Mutual Construction (2000) Ltd.  
3985 Gravely Street  
Burnaby, BC V5C 3T4

D. Robinson Contracting Ltd.  
4341 Boban Drive  
Nanaimo, BC V9T 5V9

Smith Bros. & Wilson (B.C.) Ltd.  
8729 Aisne St.  
Vancouver, BC V6P 3P1

Star Tile Co. Ltd.  
2121 E. Hastings St.  
Vancouver, BC V5L 1V2

Western Industrial Contractors Ltd.  
4912 Hart Hwy  
Prince George, BC V2K 3A1

--- Branch  
4 \_ 613 \_ 13th St.  
Castlegar, BC V1N 3K3

--- Branch  
8674 Amos Road  
Chernanish, BC V0R 1K5

--- Branch  
1250 Commercial Way  
Penticton, BC V3A 3H5

--- Branch  
32B Dolly Varden St  
Kitimat, BC V8C 2K6

Whelen Mechanical Installations (1981) Ltd.  
4025 E. 1st Ave.  
Burnaby, BC V5C 3W5