

Plasterers

AGREEMENT

SOURCE	10		
EFF.	84	05	01
	86	04	30
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	100		

THIS AGREEMENT made in duplicate and effective from the 1st day of May, 1984 to the 30th day of April, 1986

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.
On behalf of its members set forth in the attached Appendix "A" and those members added from time to time by mutual agreement of the parties

(Hereinafter referred to as "THE EMPLOYER")

AND:

**OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION,
LOCAL UNION NO. 779, 102 - 2415 Columbia St., Vancouver, B.C.**

(Hereinafter referred to as "THE UNION")

CLAUSE I — OBJECT

The object of this Agreement is to stabilize the Industry; provide fair and reasonable working conditions and job security; elevate the trade to promote harmonious employment relationships between Employer 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 lockouts; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

CLAUSE 2A — UNION SHOP CLAUSE

(1) When competent tradesmen or Apprentices are required, competent Union men, members of Local 779 shall be hired. When competent members from this Local are not available, then the Employer may obtain tradesmen elsewhere, it being understood that the Employer must first notify the Union for a work clearance and that these Employees shall join the Union within fifteen (15) calendar days from date of hire or be replaced by competent, Union tradesmen when said men are available. It is the prerogative of the Employer to hire and discharge Employees.

(2) Any Contractors signatory to this Agreement shall not subcontract any work coming within the jurisdiction of the Operative Plasterers' and Cement Masons' International Association unless the subcontractor is also signatory to this Agreement. The Employer shall notify the Union when work within the jurisdiction of the Operative Plasterers and Cement Masons International Association is subcontracted or to be subcontracted and shall provide the Union with the name of the subcontractor or subcontracting firm prior to the commencement of the work to be sublet provided the job is more than two (2) working days duration.

CLAUSE 2B — RESERVATIONS CLAUSE

Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for

the Union to withdraw its members from a job-site or sites for:

- (a) Rendering assistance to Labour Organizations.
- (b) Refusal on the part of Union members to work with non-union workmen.
- (c) 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.

CLAUSE 2C — MULTI-EMPLOYER CERTIFICATION CLAUSE

It is agreed that the parties to this specific Agreement, including C.L.R.A., its member contractors and the specific Employer of this Agreement shall cooperate in and support in every way the institution, at the initiative of the Union, of multi-employer certification in accordance with Section 40 of the Labour Code of B.C.

It is further agreed that such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July 1980) status quo between trades.

CLAUSE 3 — WAGES

1. Hourly Wage Rates:

	May 1, 1984	May 1, 1985
Journeyman	\$19.54	\$20.255
Foreman	22.15	22.96
Apprentice -		
1st 6 month period	9.77	10.13
2nd 6 month period	10.75	11.14
3rd 6 month period	11.72	12.15
4th 6 month period	13.68	14.18
5th 6 month period	15.63	16.20
6th 6 month period	17.59	18.23

0260701

~~404-9-902-08~~

NOTE: These rates include a \$0.04 tool allowance.

2. Employees operating plaster pumps will receive **twenty-five** cents (\$0.25) per hour over the basic hourly rate up to one inch and one-half (1-1/2") hose providing it does not apply to interior texture finishes. **Seventy-five** cents (\$0.75) per hour over the basic hourly rate with hose above one and one-half (1 1/2) inches.

CLAUSE 3A — PAYMENT OF WAGES

(1) Every Employer shall pay his Employees in cash or by cheque their weekly wages on the job each Friday before quitting time. There shall be no more than three (3) days holdback of Employees' wages. On out-of-town projects, holdback of wages will be set up by pre-job conference. The Employer will provide a separate or detachable itemized statement with each pay showing the wage rate, number of hours at straight time rates and number of hours at overtime rates, and total deductions from the amount earned.

(2) All out-of-province firms must maintain adequate payroll records within the province so that questions from Employees and the Union concerning pay cheques, and separation slips, can be answered by the British Columbia offices of the company.

CLAUSE 3B — WAGE BOND

(1) Before members are dispatched to any Employer who is not a signatory or is a new signatory to a Plasterers Agreement, such Employer may be required to deposit a bond suitable to the Union, up to five thousand dollars (\$5,000.00) 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.

(2) 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:

- (a) inspect the Employer's payroll; and/or
- (b) require the posting of a suitable bond; and/or
- (c) require that payment of wages and other payroll requirements be by cash or certified cheque.

CLAUSE 3C — DEDUCTIONS AND CONTRIBUTIONS

Regarding the various deductions and contributions which are payable to the Union office by the fifteenth (15th) day of each month, the Union agrees to declare an Employer delinquent if he does not remit by the **twenty-second** (22nd) of the same month.

Upon one month's delinquency, the Union shall advise the Employer in writing of the delinquency. If the Employer fails to respond within **forty-eight** (48) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall have the right to:

(i) demand a ten percent (10%) penalty of the amount of late payment; and/or

(ii) withdraw its members from the delinquent Employer until all monies are paid in full; and/or

(iii) require the posting of a suitable bond, not to exceed three (3) months' average remittances for that Employer. This bond shall be returned to the Employer, along with any interest earned, after the Employer has not been declared delinquent for six (6) consecutive months.

CLAUSE 3D — CHECK OFF OF UNION DUES

The Employer agrees to deduct from every member and Apprentice in his employ, Union dues and remit the same on designated form to the Union Office on or before the fifteenth (15th) day of each month.

There shall also be a check off of arrears and initiation fees when deemed necessary by the Union and when proper check off cards have been duly signed and turned over to the Employer.

The Union will inform the Company as to the dues required and reserves the right to alter the amount of deductions on thirty (30) days notice as determined by the Constitution and By-Laws of the Union and in conformity with Section 9 of the Labour Relations Act of British Columbia.

Each member shall submit a written authorization for such deductions to his Employer as a condition of employment as may be required by his Employer.

CLAUSE 3E — HEALTH AND WELFARE FUND

(1) The Employer and the Union shall maintain the Trustees Health and Welfare Fund from which certain benefits are provided for the members and the Employers. The Trustees shall include equal representation by the Employers and the Union and shall be responsible for the administration of the Fund. The Employer agrees to contribute to the Fund at the rate of **eighty-five** cents (\$0.85) for each hour for which wages are payable to an Employee in any job classification within this Agreement. Effective May 1, 1985 the contribution to the Health and Welfare Fund shall increase by eighteen cents (\$0.18) per hour to one dollar and three cents (\$1.03) for each hour for which wages are payable. All contributions shall be paid into the Fund on or before the fifteenth (15th) day of each and every month.

(2) B.C.Y.T. FUND

Effective May 1, 1984 the Employer shall forward three cents (\$0.03) and effective May 1, 1985 five cents (\$0.05) for each hour for which wages are payable for the Plasterers' Health and Welfare Fund. This amount shall subsequently be remitted to the B.C.Y.T. Fund.

(3) B.C. CONSTRUCTION INDUSTRY REHABILITATION FUND

Effective May 1, 1984 the Employer shall forward by the 15th day of the month following that which contributions cover, one-half cent (\$0.005) and effective May 1, 1985 one cent (\$0.01) for each hour for

which wages are payable for the Plasterers' Health and Welfare Fund. This amount shall subsequently be remitted to the B.C. Construction Industry Rehabilitation Fund.

The B.C. Construction Industry Rehabilitation Fund will be governed by a Board of Trustees appointed on an equal basis by the Construction Labour Relations Association and the B.C. & Yukon Building Trades Council and shall be used for rehabilitative purposes in the industry on the basis of the negotiated and agreed principles of July 23, 1980.

(4) B.C. CONSTRUCTION INDUSTRY HEALTH AND SAFETY PROGRAMME

It is agreed that the Construction Industry Health and Safety Programme as agreed between the Bargaining Council of B.C. Building Trade Unions and Construction Labour Relations Association of B.C. shall be appended hereto and shall form a part hereof.

The Programme shall be funded through a two cent (\$0.02) per hour contribution to the B.C. Construction Industry Health and Safety Fund effective May 1, 1984.

It is agreed that the Employer of this specific collective agreement will accept the Trustees as appointed by C.L.R.A. as being the Trustees on his behalf.

CLAUSE 3F — STATUTORY HOLIDAY PAY

The recognized Statutory Holidays are: New Year's Day, the third Monday in February (Heritage Day), Good Friday, Easter Monday, Empire Day, Dominion Day, the Friday preceding B.C. Day, B.C. Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any such day as may be declared a holiday by the Federal and/or Provincial Governments under the Factories Act.

When a Statutory Holiday falls on a Saturday or Sunday, the following work day(s) will be observed. All work performed on Statutory Holidays or days observed in place of Statutory Holidays shall be paid for at double time rates in addition to the Statutory and annual holiday pay as outlined below. No work will be done on Labour Day.

An amount equal to six percent (6%) of total wages shall be accrued by the Employer as payment for the above Statutory Holidays. This amount accrued will be remitted to the Union Office on or before the fifteenth (15th) day of each month. The Union will subsequently forward the amount to the respective member.

CLAUSE 3G — VACATION WITH PAY

All Employees covered by the Agreement are entitled to annual vacation. The Employee will notify his Employer at least two (2) weeks in advance of starting vacation.

The amount of six percent (6%) of the Employee's wages to be paid when he takes his annual vacation, or upon termination of employment.

CLAUSE 4 — SWING STAGE

Employees are to receive sixty cents (\$0.60)

increase in basic hourly rate for all work on swinging stages and also where required to wear a safety belt for safety requirements.

CLAUSE 5 — UNDERGROUND PREMIUM

On industrial projects employees required to work underground shall receive prevailing rates plus ten percent (10%). This clause shall not apply to work performed within basements of buildings or open ditches.

CLAUSE 6 — COFFEE BREAK

There will be a ten (10) minute break each morning and afternoon, said break not to interfere with the general work pattern. Employees are not allowed to leave the job.

CLAUSE 7 — BUSINESS AGENTS

Business Agents shall have access to all projects at all times providing that they do not interfere with the general work pattern. Should they wish to conduct other than their normal duties on a project, the Business Agents must first obtain permission from the Employer or his Superintendent.

CLAUSE 8 — FOREMAN

Where more than four (4) tradesmen are employed on one (1) job, one (1) must be appointed working Foreman. When ten (10) or more tradesmen are working on one (1) job, the Foreman must not work with the tools. All Foremen must be members in good standing with Local 779. Whenever a Foreman is appointed, he shall be guaranteed a minimum of one hour's pay per day in addition to the Journeyman's current rate of pay per day.

No more than one (1) working Employer will be recognized in any one (1) firm of contractors. All other partners in the Company performing Plasterers work will become members of the Union. Where a one-man contractor is performing Plasterers work himself and not employing other Plasterer tradesmen, the contractor shall become a member of the Union.

Any changes to this clause will be dealt with by the Joint Management Labour Board.

CLAUSE 9 — JOB STEWARD

Job Stewards shall be recognized on all jobs and shall not be discriminated against. The Steward will be appointed or elected by the majority of the members on the project. The Union will notify the contractor or his Representative as to the name of the Steward on that project and any changes thereof. The Steward will refer any grievance or dispute to the Union Business Agent. Stewards will be allowed reasonable time on the project to perform their duties.

CLAUSE 10 — HOURS OF LABOUR

Seven and one-half (7 1/2) hours shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m. Thirty-seven and one-half (37 1/2) hours shall constitute a week's work, Monday to Friday inclusive. One-half (1/2) hour is to be taken for a lunch period. All

work done outside of regular hours shall be considered overtime and the scale will be double time.

Shift Work

In case of necessity, shift work may be allowed providing these shifts continue for three (3) consecutive days. Each shift will have an entirely new crew. Shift work will be paid at straight time. Recognized shifts are as follows:

Afternoon Shift: 4:30 p.m. to 11:30 p.m., to be classified as one (1) shift. (Lunchtime of one-half (1/2) hour to be absorbed by the Employer.)

Night Shift: 11:30 p.m. to 6:00 a.m., to be classified as one (1) shift. (Lunchtime of one-half (1/2) hour to be absorbed by the Employer.)

Special Jobs

On domestic and commercial work in occupied buildings, afternoon and night shifts will be permitted if it is not possible to constitute a shift for three (3) consecutive days. Such afternoon or night shifts must not necessarily conform to regular working hours for afternoon and night shifts but are to conform to the requirements of the Building Owner within the period from midnight Sunday to midnight Friday. The Employer shall notify the Union prior to commencement of work under this Section. It is recognized that occasionally shifts must be changed in order to conform to building owner requirements.

CLAUSE 11 — TERMINATION OF EMPLOYMENT

(a) After one (1) week's employment, any Employee being terminated shall be allowed one (1) hour of Company time to gather together his tools and put them in shape for the next job. Any Employee not receiving this notice shall be allowed one (1) hour's pay in lieu thereof.

(b) Any Employee reporting to a job and not being required shall be paid two (2) hours' wages unless stopped by bad weather and/or for reasons beyond the control of the Employer, or where the Employer has given adequate notice telling the Employee not to report to work. Adequate notice shall be construed as one (1) hour's notice prior to starting time when the Employee is accommodated in a camp, and two (2) hours' notice prior to starting time in all other situations. Notice may be by telephone or radio.

(c) In the event an Employee covered by this Agreement ceases, for any reason, to be an Employee of the Employer, he shall be paid all his wages, salary and holiday pay earned as follows:

(i) If the job is in the same area where the firm is established and where a payroll department is set up, then the Employee shall be paid no later than one (1) working day after he ceases to be an Employee.

(ii) If the job is not in the same area where the firm is established or no payroll is set up, then the Employee shall be paid, or the Employer will mail all accrued wages by registered mail to an address designated by the Employee no later than forty-eight (48) hours after he ceases to be an Employee.

(d) Upon termination of employment, Employees must receive their record of employment at the time they receive their final pay.

(e) Where an Employee is not paid as provided in this clause, such Employee shall still be considered on the payroll of the Employer and shall receive his usual wages and all other conditions of the Agreement until such time as there is compliance with the provisions of the Agreement or other arrangements are made between the Employer and the Union.

CLAUSE 12 — PROJECT BREAKDOWN

When work on projects is discontinued due to Employers equipment breakdown, scaffold or material shortages, Employees shall receive not less than four (4) hours employment during morning breakdown and employment for the full shift, should the breakdown occur during the afternoon.

For work stoppages and breakdowns beyond the control of the Employer, the Employee will be paid only for the hours worked.

CLAUSE 13 — BOUNDARIES

Vancouver • New Westminster • Victoria
Metropolitan Areas

In lieu of payment for local transportation costs and regardless of the member's place of residence, each employer shall pay an amount of seventy-five cents (\$0.75) per hour effective May 1, 1984, in addition to the applicable wage rate to each member employed within the following areas:

(a) Vancouver • New Westminster
Metropolitan Area

The Metropolitan Free Travel Zone includes: Vancouver, Burnaby, New Westminster, Annacis Island, the area extending to the exterior boundaries of West Vancouver, North Vancouver, University area, Richmond, Delta, White Rock, Surrey, Coquitlam and continuing in a direct line from the northern boundary of Coquitlam to Indian Arm.

(b) Victoria Metropolitan Zone

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.

(c) Employees residing within or outside the metropolitan zones as described above, but working outside the zone and commuting to work each day, shall receive as a travelling expense, seventy cents (\$0.70) per mile effective May 1, 1984 on a return mileage from the boundary of the metropolitan zone to the job. If such job is situated so close to the boundary that the mileage charges amount to less than the metropolitan travel allowance, then subject to pre-job mutual agreement, the metropolitan travel allowance shall be paid in lieu of mileage. The Employer reserves the right to determine whether a job is to be classed as an out of town job requiring board and room or a travel time job.

Employees receiving seventy cents (\$0.70) per mile travelling expense or out of town travel

expenses and room and board will not receive the metropolitan travel allowance.

CLAUSE 13B — LOCAL TRAVEL, CITIES, TOWNS AND VILLAGES

On all jobs situated within five (5) road miles of the centre of the City, Town or Village in which the Employee is a local resident or is accommodated, the Employee will travel daily to and from such jobs at no cost to the Employer.

On jobs situated beyond five (5) road miles from such centres in which the Employee is a local resident or is accommodated, such Employee will receive sixty cents (\$0.60) per mile each way as a daily travel allowance up to a distance of twenty (20) miles or a total of twenty-five (25) miles from such centres. All additional mileage to jobs beyond twenty-five (25) miles from such centres will be paid at a rate of seventy cents (\$0.70) per mile each way for such additional mileage to reimburse the Employee for daily travel allowance and travelling time.

CLAUSE 13C — ROOM AND BOARD

When an Employee is required to work out-of-town, the Employer will supply him with first class room and board for the full seven (7) day week. If it is necessary for the Employee to arrange his own room and board, the Employer will pay reasonable living expenses for the full seven (7) day week. The standard agreed upon in such case shall be provided until the completion of the project. Expenses will not be paid for any day an Employee lays off on his own accord.

On projects where camps are maintained and Employees are requested to reside in them, the Employers agree that said camps must conform to the camp specifications set down by the British Columbia and Yukon Territory Building and Construction Trades Council.

Local bona fide residents may be employed on out-of-town projects. A bona fide resident shall be defined as a member of Local 779 who has resided at a permanent address, within a fifteen (15) mile radius of the jobsite, for a minimum of thirty (30) days prior to his date of hire. Such local bona fide residents shall not be entitled to the foregoing provisions of this Clause.

CLAUSE 13D — TRANSPORTATION

When required to travel away from home, an Employee will receive transportation fare, meals, berth if required and travel time.

(i) An Employee will be paid for actual time spent travelling when trip is under four (4) hours.

(ii) An Employee will be paid the equivalent of a full shift if the travelling time is over four (4) hours and providing that the Employee on arrival will work the remainder of his shift when required to do so and failing to do so, will be paid only the actual time spent travelling.

(iii) Maximum travel pay in twenty-four (24) hour period will be equal to one (1) regular shift.

If an Employee voluntarily quits, or is discharged

(for just cause) when having been on the job less than fifteen (15) calendar days, the cost of transportation and travel time to the job shall be deducted by the Employer.

If an Employee is terminated (other than discharge for just cause), the cost of return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer.

If an Employee takes sick, is injured, or leaves the job for authentic compassionate grounds, cost of return transportation, meals and a sleeper if night travel is necessary, shall be paid.

If an Employee quits or is terminated when having been on the job thirty (30) calendar days, return transportation, meals, travelling time and a sleeper if night travel is necessary, shall be paid by the Employer.

Periodic Leave

Effective September 20, 1980, on out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job.

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 allowance shall not be paid during leave periods. (See Appendix "C" - Letter of Interpretation.)

CLAUSE 14 — WORK DESCRIPTION

Members of Local 779 shall perform, but not limited to the following work:

1. The application and finishing of interior and exterior material by the use of:

(a) the hawk and trowel and other conventional tools connected with the trade;

(b) pumping machines, members shall operate all guns, nozzles, spraying and finishing devices.

2. Modelling, casting and ornamental work.

3. Wallboard taping and filling (machine or trowel).

4. Plastering and finishing of swimming pools.

5. The preparing and plastering of all surfaces to receive plaster, stucco or tile.

6. The application and finishing of such materials as limpid asbestos, fireproofing, thinwall, veneer plaster, rigid insulation and patent texturing materials.

CLAUSE 15 — GENERAL PROVISIONS

1. Safety

(a) No member shall work where open

salamanders (gasoline or oil) or any torch injurious to health is used. Salamanders in particular will be piped to a flue or outside opening. This Section is intended to cover any plastering mixers or plastering machines of any type when used inside a building.

(b) 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 member to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member will be discharged because he fails to work under unsafe conditions as set out in the regulations. Any refusal of a member to abide by known Workers' Compensation Board regulations or posted Company safety regulations, after being duly warned, will be sufficient cause for dismissal.

(c) 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 may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.

(d) Employees requiring off-site medical attention which necessitates no return to work on that day, or where a qualified industrial First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift. It shall be the responsibility of the Employer to transport the injured worker to a hospital.

If a fellow tradesman accompanies the injured worker to a doctor or hospital he shall do so without loss of wages.

(e) The Employer shall also supply respiratory masks as recommended by the Workers' Compensation Board when working with compounds containing asbestos or other fibrous materials.

2. Automobile Allowance

If one (1) Employee, at the request of the Employer uses his automobile to transport other workers to the work site, it is agreed that the Employer is liable for any extra insurance costs entailed.

It shall not be a condition of employment for an Employee, at the direction of the Employer, to use his personal vehicle to transport the materials and equipment of the Employer.

3. Tradesman Supplied

Tools — The tools of a member starting a new job shall be in good condition. His kit shall include: Hawk — at least two (2) plastering trowels — margin or pointing trowel — angle trowel — angle float — rubber float — finishing brush — tool brush — dash brush — scratch brush — dash scoop — hammer — darby — spirit level — tin snips and measuring tape.

In addition, when wallboard taping and filling — broad knives six (6) inches and smaller — mud pan

— gyproc knife — sander — stilts and appropriate trowels.

In the event of an Employee not having the basic hand tools as outlined above, the Employer must supply and charge to the Employee at cost.

4. Tool Allowance

Each member shall receive a four cent (\$0.04) per hour tool allowance which is included in the hourly rate as per Clause 3.

5. Tool Insurance

All employees are guaranteed that while employed on the jobsite, project or place of business of the Employer, the Employee's 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 the 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 existing collective agreements that make provision for tool lists.

6. Tool Lockup

On all jobs a suitable lockup must be provided by the Employer for the use of the Employees. Same to be equipped with heat in the winter.

7. Telephones

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

8. Drinking Water

Where running tap water is not available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets will be supplied.

9. Super-Annuated Members

The Employer agrees that on large jobs, provisions shall be made to hire a minimum of one (1) super-annuated member for every ten (10) regularly employed members performing work on a project.

10. Drywall

Where this Agreement refers to members, or Employees, read also "Wallboard Filler & Taper".

CLAUSE 16 — APPRENTICES

(a) All Apprentices shall be employed in accordance with the British Columbia Apprenticeship Act and parties hereto agree to observe all provisions of the Act.

(b) No Apprentice shall be allowed to work

without a Journeyman Plasterer on the job, for the first two (2) years of his apprenticeship.

(c) Each Employer shall be allowed one (1) Apprentice for his shop and an additional Apprentice for every four (4) qualified Journeymen Plasterers regularly employed. When four (4) or more Journeymen are employed, one (1) Apprentice shall be employed upon the request of the Union or the Apprenticeship Committee when indentured Apprentices are available.

(d) After the two (2) months probationary period, each Apprentice must join the Union.

(e) The Employer agrees to supply the necessary tools during the first year of apprenticeship.

(f) The wage scale for Apprentices shall be based on a percentage of the Journeyman's rate and shall be paid on the following schedule:

Six Month Periods	% of Journeyman's Rate
1st	50
2nd	55
3rd	60
4th	70
5th	80
6th	90

If the Apprentice can pass a tradesman's qualification test, set by the Employer and the Committee, he shall be eligible for the full tradesman's rate. If the Apprentice does not pass the tradesman's qualification test, then he shall continue on at ninety percent (90%) of the tradesman's rate until he passes the tradesman's qualification test or the end of the fourth year, whichever comes first.

(g) Should any disagreement arise between an Apprentice and his Employer, either or both of them may appeal to the Joint Management Labour Board which shall act as an arbitrator in an effort to settle the dispute.

(h) All Apprentices shall be indentured to an Employer or the Union. Apprentices shall not be allowed to transfer from one (1) Employer to another without the mutual consent of the Employer and the Union.

Employers may transfer Apprentices to other Employers, but said Apprentices shall return at the discretion of the original Employer within three (3) days notice. The wage structure of an Apprentice cannot be changed without the consent of the Apprenticeship Committee. Should a dispute arise between Employer and Apprentice, it will be settled under Item (a) of Clause 16.

(i) Apprentices will be involved in all aspects of the trade and not used primarily for one (1) function of the trade during their apprenticeship.

(j) The Apprenticeship Committee shall consist of three (3) Employers and three (3) Union members and will handle all public relations and development of training programs. A quorum shall consist of two (2) Employers and two (2) Union members.

CLAUSE 17 — GRIEVANCE PROCEDURE

(a) It is agreed that any grievance or dispute arising out of the interpretation or application of the Agreement, that may arise during the life of this

Agreement, will be promptly discussed and the parties hereto will diligently cooperate in an effort to adjust such grievances at the earliest possible time without stoppage of work unless otherwise provided for in this Agreement.

(b) Notice of any grievance or dispute must be given to the Employer within thirty (30) days of occurrence. The agreed procedure of adjusting all grievances or disputes shall be as follows:

1. By a discussion between the Employee or Employees concerned, the Shop Steward and the head of the firm involved.

2. In the event of a failure to reach an agreement under the provisions of Clause (b), Sub-section (1), the grievance or dispute shall then be discussed by the Employee(s), the Representative(s) of the Union and the Employer.

3. Failing to reach an agreement under Clause (b), Sub-section (2), the grievance or dispute shall then be submitted to the Joint Management Labour Board.

(c) Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Joint Management Labour Board. It shall be composed of three (3) Representatives of the Employer and three (3) Representatives of the Union.

(d) The decision of the Board shall be final and binding and shall be retroactive from the date of submission of the grievance or dispute. The Board shall adopt rules and procedures which shall be binding on both parties. All expenses incurred by the Board shall be equally paid for by both Parties.

(e) The Joint Management Labour Board may, at its discretion, appoint an impartial arbitrator to render a decision on the matter in dispute and said decision shall be accepted by the Board as a final and binding decision.

CLAUSE 18 — EFFECTIVE DATE AND DURATION

(a) This Agreement shall be in force and effective from and including May 1, 1984 to and including April 30, 1986 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding the expiry date of this Agreement (which is April 30, 1986) 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.

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

(c) The operation of Section 66 (2) of the Labour Code of British Columbia Act is hereby excluded.

CLAUSE 19 — JOINT MANAGEMENT LABOUR BOARD

In the event of an emergency, or a matter of critical importance arising within the Industry, or to either party to this Agreement, a Joint Management Labour Board shall have the power to make changes, deletions, or additions to any Clause or Clauses contained in this Agreement, in an effort to rectify the situation.

Construction Labour Relations Association of B.C. shall have the right to represent contractors signatory to this Agreement on all matters coming before the Joint Management Labour Board.

This Board shall consist of equal representation of three (3) members from Local 779 and three (3) members of the Diversified Wall and Ceiling Contractors Association of B.C. A unanimous vote of all six (6) Board Members will be required before any change can be implemented using this Clause.

When such changes are unanimously agreed upon as provided above, they shall be reduced to writing, executed by the proper officers of the Union and the Association and appended to the Collective Agreement. Any such change shall be binding on the parties hereto from the date upon which unanimous agreement is reached by the Joint Management Labour Board. The provisions of Clause 19 are binding upon all contractor members of the Diversified Wall and Ceiling Contractors Association of B.C. and contractors who have given said Contractors Association their Power of Attorney to act on their behalf for Clauses contained in this Agreement.

CLAUSE 20 — STRIKES AND LOCKOUTS

Continuous, uninterrupted operation of the company's business in accordance with the schedule established by the company with consequent assurance of the opportunity for gainful employment of the company's Employees is hereby declared to be the essence of the Agreement. Notwithstanding anything herein contained in this Agreement to the contrary during the term of this Agreement, there shall be no lockout for any reason by the company or any strike, sitdown, slowdown, work stoppage or suspension of work either complete or partial for any reason by the Employees.

It shall not be a violation of this Agreement for members of the Union to refuse to cross a legal picket line which has been sanctioned by the B.C. & Yukon Building and Construction Trades Council.

CLAUSE 21 — B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN

(a) 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@) 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 agreements will re-negotiate in provision or provisions and all other provisions shall not be affected thereby.

(b) 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.

(c) 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.

(d) 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.

(e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No local union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

(f) The employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the collective agreements.

CLAUSE 22 — JURISDICTIONAL ASSIGNMENT PLAN FUND

(a) One-half cent (\$.005) per hour for all classifications covered by this collective agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this collective agreement (hours worked or hours earned as the case may be).

(b) These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

CLAUSE 23 — SAVINGS CLAUSE

It is assumed and contemplated by the parties hereto that each and every provision of this Agreement, whether read singly or in any combination, is and are in conformity with all laws of Canada and British Columbia.

In the event that amendment of such laws, or interpretation of such laws by a Court or Tribunal of competent jurisdiction, should result in any part or parts of this Agreement being rendered invalid, illegal, or unenforceable, then such part or parts of this Agreement shall be deemed to be severed and of no further force and effect, but the remainder of this Agreement shall continue and remain in full force and effect and

remain binding upon the parties for the term of this Agreement.

The parties agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable as indicated above, for the purpose of attempting to agree upon lawful replacements. In the absence of agreement, replacement provisions will be subject to the grievance and arbitration procedure without stoppage of work as provided for in this Agreement, PROVIDING HOWEVER, that negotiations and grievance and arbitration procedures shall be limited to replacements having the same purpose, object or intent as the part or parts severed and not to new issues or matters.

CLAUSE 24 — TECHNOLOGICAL CHANGE

It is understood and agreed that during the first six (6) months of the Agreement; the parties will meet and in accordance with Section 74 of the Labour Code of British Columbia Act, negotiate a Clause on Technological Change to become part of the Agreement.

SIGNED AT THE CITY OF VANCOUVER IN THE PROVINCE OF BRITISH COLUMBIA THIS DAY OF, 1984.

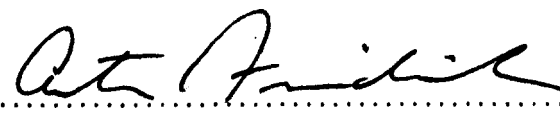
SIGNED ON BEHALF OF THE EMPLOYER:


.....


.....

THIS AGREEMENT IS EXECUTED BY THE UNION IN ITS OWN BEHALF AND ON BEHALF OF ITS MEMBERS. THE UNION WARRANTS AND REPRESENTS THAT A MAJORITY OF ITS MEMBERS HAVE RATIFIED THIS AGREEMENT.

SIGNED ON BEHALF OF OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 779


.....

.....

LETTER OF UNDERSTANDING

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

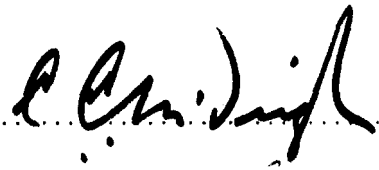

AND:

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION LOCAL UNION NO. 779

Should the contractors, during the term of this agreement, through their representatives on the board of the Acoustical Wall and Ceiling Contractors Association, agree to participate in the promotional fund of said Association, the Union agrees to insert the necessary language into the Collective Agreement, binding all contractors signatory to this agreement to financial participation in this fund. It is understood that all contributions to this fund shall be made by the Employers.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.


.....

.....

SIGNED ON BEHALF OF:

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION LOCAL UNION 779


.....

APPENDIX A

MEMORANDUM OF AGREEMENT

AUGUST 31, 1982

BY AND BETWEEN:

THE BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

B.C. CONSTRUCTION HEALTH AND SAFETY PROGRAMME

We support a comprehensive Health and Safety Programme for the B.C. Construction Industry. Such programme will be funded through a two cent (\$0.02) per hour contribution to the B.C. Construction Industry Health and Safety Fund, commencing September 1, 1982, to accomplish the following objectives:

- 1. The B.C. Construction Industry Health and Safety Council as established shall employ a director and other personnel deemed necessary to develop and administer a comprehensive health and safety programme for the Construction Industry and provide the necessary assistance to any Employee or Employer group(s).
2. Provide safety information to all Employees and Employers to increase safety awareness.
3. Develop and implement safety courses to be available to Safety Committee members, job stewards, foremen, general foremen and Employers.
4. Develop a programme to provide for the proper identification of toxic and/or carcinogenic substances on construction sites and provide instructions for the safe handling of such substances to protect the health and safety of all workers.
5. The implementation of "tool box" meetings and establishment of formats and guidelines for conducting such meetings which will be held on a timely basis dictated by the nature and complexity of the work or project.
6. Develop, print and distribute safety handbooks and information for Safety Committee members, job stewards, supervisory and management personnel.
7. Provide guidelines for conducting regular Safety Committee meetings; the frequency of the Safety Committee meetings to be determined by the chairman and secretary of the jobsite Safety Committee, and to be scheduled accordingly.
8. Implement on all construction sites, to which Section 4.02 of the W.C.B. Industrial Health and Safety

regulations apply, a standardized format (see attached) for minutes of the regular Safety meetings.

To address immediately the serious concern for health and safety in the construction industry both in the long and short term, we propose the following programme in addition to the preceding programme.

- 1. Jointly approach the Minister of Labour and the W.C.B. for implementation of the B.C. Construction Industry Safety Inquiry recommendations.
2. The B.C.Y.T.-B.C.T.C. and C.L.R.A. of B.C. will immediately appoint equal number of representatives to the B.C. Construction Industry Health and Safety Council.
3. Jointly approach the W.C.B. for funding.

Safety is a joint Employer/Employee concern. Neither group will be able, in isolation, to achieve a safe work place since each is dependent upon the other.

This represents a full commitment by both parties to pursue, and cooperate in, any and all reasonable avenues to accomplish the joint objective of providing a safe work environment.

Notwithstanding the foregoing, it is expressly agreed and recognized that the above programme is not intended or implied to abrogate the construction industry employers' responsibility for health and safety as defined by the W.C.B. Act and the Industry Health and Safety Regulations.

It is also agreed that an appropriate Trust Deed between B.C.Y.T.-B.C.T.C. and C.L.R.A. of B.C. be agreed on to govern the B.C. Construction Industry Health and Safety Fund and the above programme be appended to and be part of the appropriate Building Trades Collective Agreements.

SIGNED ON BEHALF OF: THE BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS

[Handwritten signature]

SIGNED ON BEHALF OF: CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

[Handwritten signature]

STANDARD FORMAT FOR SAFETY MEETINGS

- (a) Date, time of commencement and adjournment.

(b) Name, address and phone number of prime contractor.

(c) Location and phone number of project.

(d) **Members of committee present (note chairperson and secretary).** List of Names with spaces for Occupation, Name of Contractor and Company Crew Size.

(e) Contractors or trades not represented (Name and Contractor or Trade).

(f) Minutes of previous meeting read.

(g) Report of dispensation of previous recommendations.

(h) Accidents or injuries investigated since previous meeting.

(i) Weekly jobsite meeting's report,

(j) Any unsafe conditions per Workers' Compensation Board inspection or observation report read into minutes, including the date, report number and name of inspector.

(k) First Aid Report

The attendant's name, grade and number. Report of injuries since previous meeting.

(l) Accidents or injuries requiring further investigation.

(m) Member's reports of unsafe conditions identifying the problem, corrective action, and responsibility.

(n) Work schedule projections.

(o) Other business.

(p) Date of next meeting.

(q) Secretary's signature.

APPENDIX B

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING, dated for reference this 31st day of August, 1982.

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

THE BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS

confirms and declares that the parties hereto agree:

The Trust Deed of the B.C. Construction Industry

Health and Safety Fund will provide for but not be limited to the following:

1. Equal number of Trustees representing Construction Labour Relations Association of B.C. and the B.C. & Yukon Building and Construction Trades Council;

2. Equal Trustee voting;

3. Position of Chairman of the B.C. Construction Health and Safety Fund will be a representative of the B.C. & Yukon Building and Construction Trades Council;

4. Position of Safety Director of the B.C. Construction industry Health and Safety Council will be a member of a union affiliated to the B.C. & Yukon Building and Construction Trades Council;

5. The selection of the Safety Director of the B.C. Construction Industry Health and Safety Council will be decided through a selection committee composed of one Union Trustee, one Employer Trustee, and one representative from the B.C. & Yukon Building and Construction Trades Council.

The Safety Director selection Committee will make their recommendation to the Board of Trustees of the B.C. Construction industry Health and Safety Council for approval.

SIGNED ON BEHALF OF:

BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

APPENDIX "C"

LETTER OF INTERPRETATION

BY AND BETWEEN:

BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS on behalf of all affiliates as specified in the Memorandum of Agreement

AND:

**CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA
on behalf of its members**

RE: PERIODIC LEAVE - TURNAROUND

1. The phrase "Out of Town Projects" contained within the various periodic leave or turnaround clauses shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hours travel, including ferry travel, to the transportation terminal nearest the employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the employer of five (5) or seven (7) days to be arranged between the employee and employer subject to the same qualifiers provided in the periodic or turnaround clauses.


2. Employees qualifying for leave shall be returned to the transportation terminal nearest the employee's domicile except members from other locals or out of province employees who shall return to the point of dispatch within the province of B.C.

3. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the union and the employer.

4. The interpretation of periodic or turnaround clauses as noted above shall not be used to interpret any other clause or clauses contained within the various Building Trades collective agreements.

DATED this 3rd day of July, 1984.

BARGAINING COUNCIL OF BRITISH
COLUMBIA BUILDING TRADE UNIONS



CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA



THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND ARE ACCREDITED OR HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 779

Alexander Insulations Ltd.
1222 Franklin St.
Vancouver, B.C. V6A 1K1

Alpine Drywall & Plastering (B.C.)
Ltd.
3831 Still Creek Ave.
Burnaby, B.C. V5C 4E2

Barval Installations Ltd.
1060 Leathead Rd.
Kelowna, B.C. V1X 2K5

B.C. Gypsum Dry-Wall Systems Ltd.
485 Garbally Rd.
Victoria, B.C. V8T 2J9

J. Carachelo Plaster & Stucco
Contractor Ltd.
1920 Mahon Ave.
North Vancouver, B.C. V7M 2T5

Chalifour Bros. Construction Ltd.
7840 Express St.
Burnaby, B.C. V5A 1T4

--- Branch: Chalifour Bros.
Construction Ltd.
R.R.#3
1810-A Verling Ave. (P.O. Box 7)
Victoria, B.C. V8X 3x1

Compact Systems Ltd.
1832 W. 1st Ave.
Vancouver, B.C. V6J 1G5

Ernest Dann Ltd.
6908 Palm Ave.
Burnaby, B.C. V5J 4M3

Donalco of B.C. Ltd.
11351D Bridgeport Rd.
Richmond, B.C. V6X 1T4

Frenette Plastering & Associates
Ltd.
538 Hillside Ave.
Victoria, B.C. V8T 1Y9

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

Great West Drywall Limited
103 - 1020 McKenzie Ave.
Victoria, B.C. V8T 3L1

A. P. Green Refractories (Canada)
Ltd.
P.O. Box 80595
Burnaby, B.C. V5H 3X9

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

J & L Construction Ltd.
590A Adams Rd.
Kelowna, B.C. V1V 1K4

E & R Johnson Plastering Ltd.
4325 Parkridge Court
Victoria, B.C. V8Z 6N8

Kelowna Lite-Kast Products Ltd.
1060 Leathead Rd.
Kelowna, B.C. V1X 2K5

H.B. Krebs Plastering Ltd.
5680 Buckingham Ave.
Burnaby, B.C. V5E 2A1

L & M Painting & Decorating Ltd.
6750 Jubilee Ave.
Burnaby, B.C. V5H 3G8

Modern Drywall Construction Co. Ltd.
5303 Joyce St.
Vancouver, B.C. V5R 4H3

Overload Contracting Ltd.
Box 67
Maple Ridge, B.C. V2X 7E9

Palcor Management Ltd.
3050 Admirals Rd.
Victoria, B.C. V9A 2R8

Raymond Contractors Ltd.
2717 Cottonwood St.
Aldergrove, B.C. VOX 1A0

Sapriken Bros. Contractors Ltd.
3805 Highway 97 North
Kelowna, B.C. V1X 5C3

Seahawk Construction Ltd.
201 - 4381 Fraser St.
Vancouver, B.C. V6V 4G4

W.R. Shields Contractors Ltd.
9349 - 194th St.
Surrey, B.C. V3T 4W2

Stevenson Construction Co. Ltd.
1620 W. 8th Ave.
Vancouver, B.C. V6J 1V4

T.J. Drywall (1981) Ltd.
3817 - 152nd St.
Surrey, B.C.

Turner Bros. Plastering Contractors
Ltd.
3010 Norland Ave.
Burnaby, B.C. V5B 3A6

Victoria Drywall & Stucco Ltd.
2615 Turner St.
Victoria, B.C. V8T 4T8

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. IS THE ACCREDITED
BARGAINING AGENT FOR THE FOLLOWING FIRMS (PLASTERERS)

Alpine Drywall & Decorating Ltd.
3757 Brandon St.
Burnaby, B.C.

--- Branch: Alpine Drywall &
Decorating Ltd.
7335 Flint Rd. S.E.
Calgary, Alta. T2G 1X5

Atlas Drywall Ltd.
3171 Rae St.
Port Coquitlam, B.C. V3B 2Y3

Frank G. Browne Ltd.
671 Alpha St.
Victoria, B.C. V8Z 1V5

Compact Wall & Ceiling Systems
1832 West 1st Ave.
Vancouver, B.C. V6J 1G5

Coquitlam Drywall Ltd.
1070 Ridgeway
Coquitlam, B.C.

Donalco Services Ltd.
60 Progress Ave
Scarborough, Ont. M1P 2Y4

Double Duty Drywall (B.C.)Ltd.
225 Schoolhouse Road
Coquitlam, B.C.

L.R. Frenette Plastering Ltd.
482 Cecilia St.
Victoria, B.C. V8T 4G5

G. Graham Plastering Ltd.
11089A Ravine Rd.
Surrey, B.C. V3T 3X5

Houliston Construction Ltd.
209 - 640 west Broadway
Vancouver, B.C. V5Z 1G4

Langford Drywall Ltd.
#102 - 3375 Whittier Ave.
Victoria, B.C.

T.J. Drywall Ltd.
11474 - 90th Ave.
Delta, B.C. V4C 3H4

Whitehall Contractors Ltd.
P.O. Box 1700
Sechelt, B.C. V0N 3A0

AGREEMENT—

S AGREEMENT made in duplicate and effective from the 1st day of May, 1982 to the 30th day of April, 1984

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

On behalf of its members set forth in the attached Appendix "A" and those members added from time to time by mutual agreement of the parties

(Hereinafter referred to as "THE EMPLOYER")

SOURCE	CA
EMP. MEMBERS	82 05 01
TERM.	84 04 30
No. OF EMPLOYEES	
NOMBRE D'EMPLOYES	AB.

AND:

**OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION,
LOCAL UNION NO. 779, 1450B Odium Drive, Vancouver, B.C.**

33 construction

(Hereinafter referred to as "THE UNION")

CLAUSE I — OBJECT

The object of this Agreement is to stabilize the Industry; provide fair and reasonable working conditions and job security; elevate the trade to promote harmonious employment relationships between Employer 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 lockouts; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

CLAUSE 2A — UNION SHOP CLAUSE

(1) When competent tradesmen or Apprentices are required, competent Union men, members of Local 779 shall be hired. When competent members from this Local are not available, then the Employer may obtain tradesmen elsewhere, it being understood that the Employer must first notify the Union for a work clearance and that these Employees shall join the Union within fifteen (15) calendar days from date of hire or be replaced by competent, Union tradesmen when said men are available. It is the prerogative of the Employer to hire and discharge Employees.

(2) Any Contractor signatory to this Agreement shall not subcontract any work coming within the jurisdiction of the Operative Plasterers' and Cement Masons' International Association unless the subcontractor is also signatory to this Agreement. The Employer shall notify the Union when work within the jurisdiction of the Operative Plasterers and Cement Masons International Association is subcontracted or to be subcontracted and shall provide the Union with the name of the subcontractor or subcontracting firm prior to the commencement of the work to be sublet provided the job is more than two (2) working days duration.

CLAUSE 2B — RESERVATIONS CLAUSE

Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for:

(a) Rendering assistance to Labour Organizations.

(b) Refusal on the part of Union members to work With non-union workmen.

(c) 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.

CLAUSE 2C — MULTI-EMPLOYER CERTIFICATION CLAUSE

It is agreed that the parties to this specific Agreement, including C.L.R.A., its member contractors and the specific Employer of this Agreement shall cooperate in and support in every way the institution, at the initiative of the Union, of multi-employer certification in accordance with Section 40 of the Labour Code of B.C.

It is further agreed that such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July 1980) status quo between trades.

CLAUSE 3 — WAGES

1. Hourly Wage Rates:

	May 1, 1982	Nov.1, 1982	May 1, 1983
Journeyman	\$17.69	\$17.93	\$19.54
Foreman	20.05	20.32	22.15
Apprentice -			
1st 6 month period	8.85	8.96	9.77
2nd 6 month period	9.73	9.86	10.75
3rd 6 month period	10.61	10.76	11.72
4th 6 month period	12.38	12.55	13.68
5th 6 month period	14.15	14.34	15.63
6th 6 month period	15.92	16.14	17.59

NOTE: These rates include a \$0.04 tool allowance.

2. Employees operating plaster pumps will receive twenty-five cents (\$0.25) per hour over the basic

~~404-9-902-08~~

hourly rate up to ~~one~~ inch and one-half (1 1/2") hose providing it ~~does~~ not apply to interior texture finishes. Seventy-five cents (\$0.75) per hour over the basic hourly rate with hose above ~~one~~ and one-half (1 1/2) inches.

CLAUSE 3A — PAYMENT OF WAGES

(1) Every Employer shall pay his Employees in cash or by cheque their weekly wages on the job each Friday ~~before quitting~~ time. There shall be ~~no~~ more than three (3) days holdback of Employees' wages. On out-of-town ~~projects~~, holdback of wages will be set up by ~~pre-job conference~~. The Employer will provide a separate or detachable itemized statement with each pay showing the wage rate, number of hours at straight time rates and number of hours at overtime rates, and total deductions from the amount earned.

(2) All out-of-province firms must maintain adequate payroll records within the province ~~so~~ that questions from Employees and the Union concerning pay cheques, and separation slips, can be answered by the British Columbia offices of the company.

CLAUSE 3B — WAGE BOND

(1) Before members are dispatched to any Employer who is not a signatory or is a new signatory to a Plasterers Agreement, such Employer may be required to deposit a bond suitable to the Union, ~~up~~ to five thousand dollars (~~\$5,000.00~~) 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.

(2) 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:

- (a) inspect the Employer's payroll; ~~and/or~~
- (b) require the posting of a suitable bond;

~~and/or~~

(c) require that payment of wages ~~and~~ other payroll requirements be by cash or certified cheque.

CLAUSE 3C — DEDUCTIONS AND CONTRIBUTIONS

Regarding the various deductions and contributions which are payable to ~~the~~ Union office by the fifteenth (15th) day of each month, ~~the~~ Union agrees to declare ~~an~~ Employer delinquent if he ~~does~~ not remit by the twenty-second (22nd) of the same month.

Upon one month's delinquency, the Union shall advise the Employer in writing of the delinquency. ~~If the~~ Employer fails to respond within ~~forty-eight~~ (48) hours of receipt of notification exclusive of Saturday, Sunday and Statutory Holidays, the Union shall have the right to:

- (i) demand a ten percent (10%) penalty of the amount of late payment; ~~and/or~~
- (ii) withdraw its members from the delinquent Employer until all monies are paid in full; ~~and/or~~
- (iii) require ~~the~~ posting of a suitable bond, not to

~~exceed~~ three (3) months' average remittances for that Employer. This bond shall be returned to the Employer, along with any interest earned, after the Employer has not been declared delinquent for six (6) consecutive months.

CLAUSE 3D — CHECK OFF OF UNION DUES

The Employer agrees to deduct from every member and Apprentice in his employ, Union dues and remit the same on designated form to the Union Office on or before the fifteenth (15th) day of each month.

There shall also be a ~~check~~ off of arrears and initiation fees when deemed necessary by the Union and when proper check off cards have been duly signed and turned over to the Employer.

The Union will inform the Company ~~as~~ to the dues required and reserves the right to alter the amount of deductions on thirty (30) days notice ~~as~~ determined by the Constitution and By-Laws of the Union and in conformity with Section 9 of the Labour Relations Act of British Columbia.

Each member shall submit a written authorization for such deductions to his Employer as a condition of employment ~~as~~ may be required by his Employer.

CLAUSE 3E — HEALTH AND WELFARE FUND

(1) The Employer and the Union shall maintain the Trustees Health and Welfare Fund from which certain benefits are provided for the members and the Employers. The Trustees shall include equal representation by the Employers and the Union and shall be responsible for the administration of the Fund. The Employer agrees to contribute to the Fund at the rate of sixty-two cents (\$0.62) for each hour ~~for~~ which wages are payable to ~~an~~ Employee in any job classification within this Agreement. Effective Nov. 1, 1982 the contribution to the Health and Welfare Fund shall increase by twenty-three cents (~~\$0.23~~) per hour to eighty-five cents (~~\$0.85~~) for each hour for which wages are payable. All contributions shall be paid into the Fund on or before the fifteenth (15th) day of each and every month.

(2) B.C.Y.T. FUND

Effective May 1, 1982 the Employer shall forward three cents (\$0.03) for each hour for which wages are payable for the Plasterers' Health and Welfare Fund. This amount shall subsequently be remitted to the B.C.Y.T. Fund.

(3) B.C. CONSTRUCTION INDUSTRY REHABILITATION FUND

Effective May 1, 1980 the Employer shall forward by the 15th day of the month following that which contributions cover, one-half cent (\$0.005) for each hour for which wages are payable for the Plasterers' Health and Welfare Fund. This amount shall subsequently be remitted to the B.C. Construction Industry Rehabilitation Fund.

The B.C. Construction Industry Rehabilitation Fund will be governed by a Board of Trustees appointed on an equal basis by the Construction Labour Relations Association and the B.C. & Yukon Building Trades Council ~~and~~ shall be used for rehabilitative

purposes in the industry on the basis of the negotiated and agreed principles of July 23, 1980.

(4) B.C. CONSTRUCTION INDUSTRY HEALTH AND SAFETY PROGRAMME

It is agreed that the Construction Industry Health and Safety Programme as agreed between the Bargaining Council of B.C. Building Trade Unions and Construction Labour Relations Association of B.C. shall be appended hereto and shall form a part hereof.

The Programme shall be funded through a two cent (\$0.02) per hour contribution to the B.C. Construction Industry Health and Safety Fund commencing September 1, 1982.

It is agreed that the Employer of this specific collective agreement will accept the Trustees as appointed by C.L.R.A. as being the Trustees on his behalf.

CLAUSE 3F — STATUTORY HOLIDAY PAY

The recognized Statutory Holidays are: New Year's Day, the third Monday in February (Heritage Day), Good Friday, Easter Monday, Empire Day, Dominion Day, the Friday preceding B.C. Day, B.C. Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any such day as may be declared a holiday by the Federal and/or Provincial Governments under the Factories Act.

When a Statutory Holiday falls on a Saturday or Sunday, the following work day(s) will be observed. All work performed on Statutory Holidays or days observed in place of Statutory Holidays shall be paid for at double time rates in addition to the Statutory and annual holiday pay as outlined below. No work will be done on Labour Day.

An amount equal to six percent (6%) of total wages shall be accrued by the Employer as payment for the above Statutory Holidays. This amount accrued will be remitted to the Union Office on or before the fifteenth (15th) day of each month. The Union will subsequently forward the amount to the respective member.

CLAUSE 3G — VACATION WITH PAY

All Employees covered by the Agreement are entitled to annual vacation. The Employee will notify his Employer at least two (2) weeks in advance of starting vacation.

The amount of six percent (6%) of the Employee's wages to be paid when he takes his annual vacation, or upon termination of employment.

CLAUSE 4 — SWING STAGE

Employees are to receive sixty cents (\$0.60) increase in basic hourly rate for all work on swinging stages and also where required to wear a safety belt for safety requirements.

CLAUSE 5 — UNDERGROUND PREMIUM

On industrial projects employees required to work underground shall receive prevailing rates plus ten percent (10%). This clause shall not apply to work

performed within basements of buildings or open ditches.

CLAUSE 6 — COFFEE BREAK

There will be a ten (10) minute break each morning and afternoon, said break not to interfere with the general work pattern. Employees are not allowed to leave the job.

CLAUSE 7 — BUSINESS AGENTS

Business Agents shall have access to all projects at all times providing that they do not interfere with the general work pattern. Should they wish to conduct other than their normal duties on a project, the Business Agents must first obtain permission from the Employer or his Superintendent.

CLAUSE 8 — FOREMAN

Where more than four (4) tradesmen are employed on one (1) job, one (1) must be appointed working Foreman. When ten (10) or more tradesmen are working on one (1) job, the Foreman must not work with the tools. All Foremen must be members in good standing with Local 779. Whenever a Foreman is appointed, he shall be guaranteed a minimum of one hour's pay per day in addition to the Journeyman's current rate of pay per day.

No more than one (1) working Employer will be recognized in any one (1) firm of contractors. All other partners in the Company performing Plasterers work will become members of the Union. Where a one-man contractor is performing Plasterers work himself and not employing other Plasterer tradesmen, the contractor shall become a member of the Union.

Any changes to this clause will be dealt with by the Joint Management Labour Board.

CLAUSE 9 — JOB STEWARD

Job Stewards shall be recognized on all jobs and shall not be discriminated against. The Steward will be appointed or elected by the majority of the members on the project. The Union will notify the contractor or his Representative as to the name of the Steward on that project and any changes thereof. The Steward will refer any grievance or dispute to the Union Business Agent. Stewards will be allowed reasonable time on the project to perform their duties.

CLAUSE 10 — HOURS OF LABOUR

Seven and one-half (7 1/2) hours shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m. Thirty-seven and one-half (37 1/2) hours shall constitute a week's work, Monday to Friday inclusive. One-half (1/2) hour is to be taken for a lunch period. All work done outside of regular hours shall be considered overtime and the scale will be double time.

Shift Work

In case of necessity, shift work may be allowed providing these shifts continue for three (3) consecutive days. Each shift will have an entirely new crew. Shift work will be paid at straight time. Recognized shifts are as follows:

Afternoon Shift: 4:30 p.m. to 11:30 p.m., to be classified as one (1) shift. (Lunch time of one-half (1/2) hour to be absorbed by the Employer.)

Night Shift: 11:30 p.m. to 6:00 a.m., to be classified as one (1) shift. (Lunch time of one-half (1/2) hour to be absorbed by the Employer.)

Special Jobs

On domestic and commercial work in occupied buildings, afternoon and night shifts will be permitted if it is not possible to constitute a shift for three (3) consecutive days. Such afternoon or night shifts must not necessarily conform to regular working hours for afternoon and night shifts but are to conform to the requirements of the Building Owner within the period from midnight Sunday to midnight Friday. The Employer shall notify the Union prior to commencement of work under this Section. It is recognized that occasionally shifts must be changed in order to conform to building owner requirements.

CLAUSE 11 — TERMINATION OF EMPLOYMENT

(a) After one (1) week's employment, any Employee being terminated shall be allowed one (1) hour of Company time to gather together his tools and put them in shape for the next job. Any Employee not receiving this notice shall be allowed one (1) hour's pay in lieu thereof.

(b) Any Employee reporting to a job and not being required shall be paid two (2) hours' wages unless stopped by bad weather and/or for reasons beyond the control of the Employer, or where the Employer has given adequate notice telling the Employee not to report to work. Adequate notice shall be construed as one (1) hour's notice prior to starting time when the Employee is accommodated in a camp, and two (2) hours' notice prior to starting time in all other situations. Notice may be by telephone or radio.

(c) In the event an Employee covered by this Agreement ceases, for any reason, to be an Employee of the Employer, he shall be paid all his wages, salary and holiday pay earned as follows:

(i) If the job is in the same area where the firm is established and where a payroll department is set up, then the Employee shall be paid no later than one (1) working day after he ceases to be an Employee.

(ii) If the job is not in the same area where the firm is established or no payroll is set up, then the Employee shall be paid, or the Employer will mail all accrued wages by registered mail to an address designated by the Employee no later than forty-eight (48) hours after he ceases to be an Employee.

(d) Upon termination of employment, Employees must receive their record of employment at the time they receive their final pay.

(e) Where an Employee is not paid as provided in this clause, such Employee shall still be considered on the payroll of the Employer and shall receive his usual wages and all other conditions of the Agreement until such time as there is compliance with the provisions of the Agreement or other arrangements are made between the Employer and the Union.

CLAUSE 12 — PROJECT BREAKDOWN

When work on projects is discontinued due to Employer's equipment breakdown, scaffold or material shortages, Employees shall receive not less than four (4) hours employment during morning breakdown and employment for the full shift, should the breakdown occur during the afternoon.

For work stoppages and breakdowns beyond the control of the Employer, the Employee will be paid only for the hours worked.

CLAUSE 13 — BOUNDARIES

Vancouver • New Westminster • Victoria Metropolitan Areas

In lieu of payment for local transportation costs and regardless of the member's place of residence, each employer shall pay an amount of sixty cents (\$0.60) per hour effective May 1, 1982, an amount of seventy-five cents (\$0.75) per hour effective May 1, 1983, in addition to the applicable wage rate to each member employed within the following areas:

(a) Vancouver • New Westminster Metropolitan Area

The Metropolitan Free Travel Zone includes: Vancouver, Burnaby, New Westminster, Annacis Island, the area extending to the exterior boundaries of West Vancouver, North Vancouver, University area, Richmond, Delta, White Rock, Surrey, Coquitlam and continuing in a direct line from the northern boundary of Coquitlam to Indian Arm.

(b) Victoria Metropolitan Zone

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.

(c) Employees residing within or outside the metropolitan zones as described above, but working outside the zone and commuting to work each day, shall receive as a travelling expense, sixty-three cents (\$0.63) per mile effective May 1, 1982 and seventy cents (\$0.70) per mile effective May 1, 1983 on a return mileage from the boundary of the metropolitan zone to the job. If such job is situated so close to the boundary that the mileage charges amount to less than the metropolitan travel allowance, then subject to pre-job mutual agreement, the metropolitan travel allowance shall be paid in lieu of mileage. The Employer reserves the right to determine whether a job is to be classed as an out of town job requiring board and room or a travel time job.

Employees receiving sixty-three cents (\$0.63) or seventy cents (\$0.70) per mile travelling expense or out of town travel expenses and room and board will not receive the metropolitan travel allowance.

CLAUSE 13B — LOCAL TRAVEL, CITIES, TOWNS AND VILLAGES

On all jobs situated within five (5) road miles of the centre of the City, Town or Village in which the Employee is a local resident or is accommodated, the Employee will travel daily to and from such jobs at no cost to the Employer.

On jobs situated beyond five (5) road miles from such centres in which the Employee is a local resident or is accommodated, such Employee will receive fifty-three cents (\$0.53) per mile each way as a daily travel allowance up to a distance of twenty (20) miles or a total of twenty-five (25) miles from such centres. All additional mileage to jobs beyond twenty-five (25) miles from such centres will be paid at a rate of sixty-three cents (\$0.63) per mile each way for such additional mileage to reimburse the Employee for daily travel allowance and travelling time. Effective May 1, 1983 these amounts shall be increased seven cents (\$0.07) per mile to sixty cents (\$0.60) and seventy cents (\$0.70) respectively.

CLAUSE 13C — ROOM AND BOARD

When an Employee is required to work out-of-town, the Employer will supply him with first class room and board for the full seven (7) day week. If it is necessary for the Employee to arrange his own room and board, the Employer will pay reasonable living expenses for the full seven (7) day week. The standard agreed upon in such case shall be provided until the completion of the project. Expenses will not be paid for any day an Employee lays off on his own accord.

On projects where camps are maintained and Employees are requested to reside in them, the Employers agree that said camps must conform to the camp specifications set down by the British Columbia and Yukon Territory Building and Construction Trades Council.

Local bona fide residents may be employed on out-of-town projects. A bona fide resident shall be defined as a member of Local 779 who has resided at a permanent address, within a fifteen (15) mile radius of the jobsite, for a minimum of thirty (30) days prior to his date of hire. Such local bona fide residents shall not be entitled to the foregoing provisions of this Clause.

CLAUSE 13D — TRANSPORTATION

When required to travel away from home, an Employee will receive transportation fare, meals, berth if required and travel time.

(i) An Employee will be paid for actual time spent travelling when trip is under four (4) hours.

(ii) An Employee will be paid the equivalent of a full shift if the travelling time is over four (4) hours and providing that the Employee on arrival will work the remainder of his shift when required to do so and failing to do so, will be paid only the actual time spent travelling.

(iii) Maximum travel pay in twenty-four (24) hour period will be equal to one (1) regular shift.

If an Employee voluntarily quits, or is discharged (for just cause) when having been on the job less than fifteen (15) calendar days, the cost of transportation and travel time to the job shall be deducted by the Employer.

If an Employee is terminated (other than discharge for just cause), the cost of return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer.

If an Employee takes sick, is injured, or leaves the job for authentic compassionate grounds, cost of

return transportation, meals and a sleeper if night travel is necessary, shall be paid.

If an Employee quits or is terminated when having been on the job thirty (30) calendar days, return transportation, meals, travelling time and a sleeper if night travel is necessary, shall be paid by the Employer.

Periodic Leave

Effective September 20, 1980, on out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job.

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 allowance shall not be paid during leave periods.

CLAUSE 14 — WORK DESCRIPTION

Members of Local 779 shall perform, but not limited to the following work:

1. The application and finishing of interior and exterior material by the use of:

(a) the hawk and trowel and other conventional tools connected with the trade;

(b) pumping machines, members shall operate all guns, nozzles, spraying and finishing devices.

2. Modelling, casting and ornamental work.

3. Wallboard taping and filling (machine or trowel).

4. Plastering and finishing of swimming pools.

5. The preparing and plastering of all surfaces to receive plaster, stucco or tile.

6. The application and finishing of such materials as limpid asbestos, fireproofing, thinwall, veneer plaster, rigid Insulation and patent texturing materials.

CLAUSE 15 — GENERAL PROVISIONS

1. Safety

(a) No member shall work where open salamanders (gasoline or oil) or any torch injurious to health is used. Salamanders in particular will be piped to a flue or outside opening. This Section is intended to cover any plastering mixers or plastering machines of any type when used inside a building.

(b) 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 member to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member will be discharged because he fails

to work under unsafe conditions as set out in the regulations. Any refusal of a member to abide by known Workers' Compensation Board regulations or posted Company safety regulations, after being duly warned, will be sufficient cause for dismissal.

(c) 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 may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.

(d) Employees requiring off-site medical attention which necessitates no return to work on that day, or where a qualified industrial First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift. It shall be the responsibility of the Employer to transport the injured worker to a hospital.

If a fellow tradesman accompanies the injured worker to a doctor or hospital he shall do so without loss of wages.

(e) The Employer shall also supply respiratory masks as recommended by the Workers' Compensation Board when working with compounds containing asbestos or other fibrous materials.

2. Automobile Allowance

If one (1) Employee, at the request of the Employer uses his automobile to transport other workers to the work site, it is agreed that the Employer is liable for any extra insurance costs entailed.

It shall not be a condition of employment for an Employee, at the direction of the Employer, to use his personal vehicle to transport the materials and equipment of the Employer.

3. Tradesman Supplied

Tools — The tools of a member starting a new job shall be in good condition. His kit shall include: Hawk — at least two (2) plastering trowels — margin or pointing trowel — angle trowel — angle float — rubber float — finishing brush — tool brush — dash brush — scratch brush — dash scoop — hammer — darby — spirit level — tin snips and measuring tape.

In addition, when wallboard taping and filling — broad knives six (6) inches and smaller — mud pan — gyroc knife — sander — stilts and appropriate bowels.

In the event of an Employee not having the basic hand tools as outlined above, the Employer may supply and charge to the Employee at cost.

4. Tool Allowance

Each member shall receive a four cent (\$0.04) per hour tool allowance which is included in the hourly rate as per Clause 3.

5. Tool Insurance

All employees are guaranteed that while employed on the jobsite, project or place of business of the Employer, the Employee's 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 the 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 existing collective agreements that make provision for tool lists.

6. Tool Lockup

On all jobs a suitable lockup must be provided by the Employer for the use of the Employees, same to be equipped with heat in the winter.

7. Telephones

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

8. Drinking Water

Where running tap water is not available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets will be supplied.

9. Super-Annuated Members

The Employer agrees that on large jobs, provisions shall be made to hire a minimum of one (1) super-annuated member for every ten (10) regularly employed members performing work on a project.

10. Drywall

Where this Agreement refers to members, or Employees, read also "Wallboard Filler & Taper".

CLAUSE 16 — APPRENTICES

(a) All Apprentices shall be employed in accordance with the British Columbia Apprenticeship Act and parties hereto agree to observe all provisions of the Act.

(b) No Apprentice shall be allowed to work without a Journeyman Plasterer on the job, for the first two (2) years of his apprenticeship.

(c) Each Employer shall be allowed one (1) Apprentice for his shop and an additional Apprentice for every four (4) qualified Journeymen Plasterers regularly employed. When four (4) or more Journeymen are employed, one (1) Apprentice shall be employed upon the request of the Union or the Apprenticeship Committee when indentured Apprentices are available.

(d) After the two (2) months probationary period, each Apprentice must join the Union.

(e) The Employer agrees to supply the necessary tools during the first year of apprenticeship.

(f) The wage scale for Apprentices shall be based on a percentage of the Journeyman's rate and shall be paid on the following schedule:

Six Month Periods	% of Journeyman's Rate
1st	50
2nd	55
3rd	60
4th	70
5th	80
6th	90

If the Apprentice can pass a tradesman's qualification test, set by the Employer and the Committee, he shall be eligible for the full tradesman's rate. If the Apprentice does not pass the tradesman's qualification test, then he shall continue on at ninety percent (90%) of the tradesman's rate until he passes the tradesman's qualification test or the end of the fourth year, whichever comes first.

(g) Should any disagreement arise between an Apprentice and his Employer, either or both of them may appeal to the Joint Management Labour Board which shall act as an arbitrator in an effort to settle the dispute.

(h) All Apprentices shall be indentured to an Employer or the Union. Apprentices shall not be allowed to transfer from one (1) Employer to another without the mutual consent of the Employer and the Union.

Employers may transfer Apprentices to other Employers, but said Apprentices shall return at the discretion of the original Employer within three (3) days notice. The wage structure of an Apprentice cannot be changed without the consent of the Apprenticeship Committee. Should a dispute arise between Employer and Apprentice, it will be settled under Item (a) of Clause 16.

(i) Apprentices will be involved in all aspects of the trade and not used primarily for one (1) function of the trade during their apprenticeship.

(l) The Apprenticeship Committee shall consist of three (3) Employers and three (3) Union members and will handle all public relations and development of training programs. A quorum shall consist of two (2) Employers and two (2) Union members.

CLAUSE 17 — GRIEVANCE PROCEDURE

(a) It is agreed that any grievance or dispute arising out of the interpretation or application of the Agreement, that may arise during the life of this Agreement, will be promptly discussed and the parties hereto will diligently cooperate in an effort to adjust such grievances at the earliest possible time without stoppage of work unless otherwise provided for in this Agreement.

(b) Notice of any grievance or dispute must be given to the Employer within thirty (30) days of occurrence. The agreed procedure of adjusting all grievances or disputes shall be as follows:

1. By a discussion between the Employer

or Employees concerned, the Shop Steward and the head of the firm involved.

2. In the event of a failure to reach an agreement under the provisions of Clause (b), Subsection (1), the grievance or dispute shall then be discussed by the Employee(s), the Representative(s) of the Union and the Employer.

3. Failing to reach an agreement under Clause (b), Subsection (2), the grievance or dispute shall then be submitted to the Joint Management Labour Board.

(c) Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Joint Management Labour Board. It shall be composed of three (3) Representatives of the Employer and three (3) Representatives of the Union.

(d) The decision of the Board shall be final and binding and shall be retroactive from the date of submission of the grievance or dispute. The Board shall adopt rules and procedures which shall be binding on both parties. All expenses incurred by the Board shall be equally paid for by both Parties.

(e) The Joint Management Labour Board may, at its discretion, appoint an impartial arbitrator to render a decision on the matter in dispute and said decision shall be accepted by the Board as a final and binding decision.

CLAUSE 18 — EFFECTIVE DATE AND DURATION

(a) This Agreement shall be in force and effective from and including May 1, 1982 to and including April 30, 1984 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding the expiry date of this Agreement (which is April 30, 1984) 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.

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

(c) The operation of Section 66 (2) of the Labour Code of British Columbia Act is hereby excluded.

CLAUSE 19 — JOINT MANAGEMENT LABOUR BOARD

In the event of an emergency, or a matter of critical importance arising within the Industry, or to either party to this Agreement, a Joint Management Labour Board shall have the power to make changes, deletions, or additions to any Clause or Clauses contained in this Agreement, in an effort to rectify the situation.

Construction Labour Relations Association of B.C. shall have the right to represent contractors signa-

tory to this Agreement on all matters coming before the Joint Management Labour Board.

This Board shall consist of equal representation of three (3) members from Local 779 and three (3) members of the Diversified Wall and Ceiling Contractors Association of B.C. A unanimous vote of all six (6) Board Members will be required before any change can be implemented using this Clause.

When such changes are unanimously agreed upon as provided above, they shall be reduced to writing, executed by the proper officers of the Union and the Association and appended to the Collective Agreement. Any such change shall be binding on the parties heretofrom the date upon which unanimous agreement is reached by the Joint Management Labour Board. The provisions of Clause 19 are binding upon all contractor members of the Diversified Wall and Ceiling Contractors Association of B.C. and contractors who have given said Contractors Association their Power of Attorney to act on their behalf for Clauses contained in this Agreement.

CLAUSE 20 — STRIKES AND LOCKOUTS

Continuous, uninterrupted operation of the company, business in accordance with the schedule established by the company with consequent assurance of the opportunity for gainful employment of the company's Employees is hereby declared to be the essence of the Agreement. Notwithstanding anything herein contained in this Agreement to the contrary during the term of this Agreement, there shall be no lockout for any reason by the company or any strike, sitdown, slowdown, work stoppage or suspension of work either complete or partial for any reason by the Employees.

It shall not be a violation of this Agreement for members of the Union to refuse to cross a legal picket line which has been sanctioned by the B.C. & Yukon Building and Construction Trades Council.

CLAUSE 21 — B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN

(a) 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 agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.

(b) 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.

(c) 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.

(d) 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.

(e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No local union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

(9) The employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the collective agreements.

CLAUSE 22 — JURISDICTIONAL ASSIGNMENT PLAN FUND

(a) One-half cent (\$.005) per hour for all classifications covered by this collective agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this collective agreement (hours worked or hours earned as the case may be).

(b) These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

CLAUSE 23 — SAVINGS CLAUSE

It is assumed and contemplated by the parties hereto that each and every provision of this Agreement, whether read singly or in any combination, is and are in conformity with all laws of Canada and British Columbia.

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

The parties agree to negotiate any part or parts of this Agreement rendered invalid, illegal or unenforceable as indicated above, for the purpose of attempting to agree upon lawful replacements. In the absence of agreement, replacement provisions will be subject to the grievance and arbitration procedure without stoppage of work as provided for in this Agreement, PROVIDING HOWEVER, that negotiations and grievance and arbitration procedures shall be limited to replacements having the same purpose, object or intent as the part or parts severed and not to new issues or matters.

CLAUSE 24 — TECHNOLOGICAL CHANGE

It is understood and agreed that during the first

six (6) months of the Agreement, the parties will meet end in accordance with Section 74 of the Labour Code of British Columbia Act, negotiate a Clause on Technological Change to become part of the Agreement.

SIGNED AT THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA THIS 28. DAY OF October....., 1982.

SIGNED ON BEHALF OF THE EMPLOYER:


.....


.....

THIS AGREEMENT IS EXECUTED BY THE UNION IN ITS OWN BEHALF AND ON BEHALF OF ITS MEMBERS. THE UNION WARRANTS AND REPRESENTS THAT A MAJORITY OF ITS MEMBERS HAVE RATIFIED THIS AGREEMENT.

SIGNED ON BEHALF OF OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 779


.....

.....

LETTER OF UNDERSTANDING

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

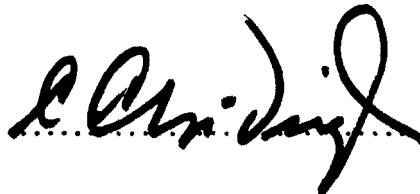
AND:

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION LOCAL UNION NO. 779

Should the contractors, during the term of this agreement, through their representatives on the board of the Acoustical Wall and Ceiling Contractors Association, agree to participate in the promotional fund of said Association, the Union agrees to insert the necessary language into the Collective Agreement, binding all contractors signatory to this agreement to financial participation in this fund. It is understood that all contributions to this fund shall be made by the Employers.

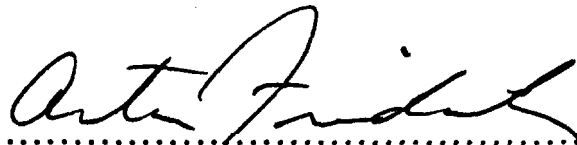
SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.


.....

SIGNED ON BEHALF OF:

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION LOCAL UNION 779


.....

APPENDIX A

MEMORANDUM OF AGREEMENT
AUGUST 31, 1982

BY AND BETWEEN:

**M E BARGAINING COUNCIL OF BRITISH
COLUMBIA BUILDING TRADE UNIONS**

AND:

**CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA**

**B.C. CONSTRUCTION HEALTH AND SAFETY
PROGRAMME**

We support a comprehensive Health and Safety Programme for the B.C. Construction Industry. Such programme will be funded through a two cent (\$0.02) per hour contribution to the B.C. Construction Industry Health and Safety Fund, commencing September 1, 1982, to accomplish the following objectives:

1. The B.C. Construction Industry Health and Safety Council as established shall employ a director and other personnel deemed necessary to develop and administer a comprehensive health and safety programme for the Construction Industry and provide the necessary assistance to any Employee or Employer group(s).
2. Provide safety information to all Employees and Employers to increase safety awareness.
3. Develop and implement safety courses to be available to Safety Committee members, job stewards, foremen, general foremen and Employers.
4. Develop a programme to provide for the proper identification of toxic and/or carcinogenic substances on construction sites and provide instructions for the safe handling of such substances to protect the health and safety of all workers.
5. The implementation of "tool box" meetings and establishment of formats and guidelines for conducting such meetings which will be held on a timely basis dictated by the nature and complexity of the work or project.
6. Develop, print and distribute safety handbooks and information for Safety Committee members, job stewards, supervisory and management personnel.
7. Provide guidelines for conducting regular Safety Committee meetings; the frequency of the Safety Committee meetings to be determined by the chairman and secretary of the jobsite Safety Committee, and to be scheduled accordingly.
8. Implement on all construction sites, to which Section 4.02 of the W.C.B. Industrial Health and Safety regulations apply, a standardized format (see attached) for minutes of the regular Safety meetings.

To address immediately the serious concern for health and safety in the construction industry both in the

long and short term, we propose the following programme in addition to the preceding programme.

1. Jointly approach the Minister of Labour and the W.C.B. for implementation of the B.C. Construction Industry Safety Inquiry recommendations.

2. The B.C.Y.T.-B.C.T.C. and C.L.R.A. of B.C. will immediately appoint equal number of representatives to the B.C. Construction Industry Health and Safety Council.

3. Jointly approach the W.C.B. for funding.

Safety is a joint Employer/Employee concern. Neither group will be able, in isolation, to achieve a safe work place since each is dependent upon the other.

This represents a full commitment by both parties to pursue, and cooperate in, any and all reasonable avenues to accomplish the joint objective of providing a safe work environment.

Notwithstanding the foregoing, it is expressly agreed and recognized that the above programme is not intended or implied to abrogate the construction industry employers' responsibility for health and safety as defined by the W.C.B. Act and the Industry Health and Safety Regulations.

It is also agreed that an appropriate Trust Deed between B.C.Y.T.-B.C.T.C. and C.L.R.A. of B.C. be agreed on to govern the B.C. Construction Industry Health and Safety Fund and the above programme be appended to and be part of the appropriate Building Trades Collective Agreements.

SIGNED ON BEHALF OF: THE BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS

.....
.....

SIGNED ON BEHALF OF: CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

.....
.....

STANDARD FORMAT FOR SAFETY MEETINGS

- (a) Date, time of commencement and adjournment.
- (b) Name, address and phone number of prime contractor.
- (c) Location and phone number of project.
- (d) Members of committee present (note chairperson and secretary). List of Names with spaces for

Occupation, Name of Contractor and Company Crew Size.

(e) Contractors or trades not represented (Name and Contractor or Trade).

(9) Minutes of previous meeting mad.

(g) Report of dispensation of previous recommendations

(h) Accidents or injuries investigated since previous meeting.

(i) Weekly jobsite meeting's report.

(j) Any unsafe conditions per Workers' Compensation Board inspection or observation report read into minutes, including the date, report number and name of inspector.

(k) First Aid Report

The attendant's name, grade and number. Report of injuries since previous meeting.

(l) Accidents or injuries requiring further investigation.

(m) Member's reports of unsafe conditions identifying the problem, corrective action, and responsibility

(n) Work schedule projections.

(o) Other business.

(p) Date of next meeting.

(q) Secretary's signature.

APPENDIX B

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING, dated for reference this 31st day of August, 1982.

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

THE BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS

confirms and declares that the parties hereto agree:

The Trust Deed of the B.C. Construction Industry Health and Safety Fund will provide for but not be limited to the following:

1. Equal number of Trustees representing Construction Labour Relations Association of B.C. and the B.C. & Yukon Building and Construction Trades Council;

2. Equal Trustee voting;

3. Position of Chairman of the B.C. Construction Health and Safety Fund will be a representative of

the B.C. & Yukon Building and Construction Trades Council;

4. Position of Safety Director of the B.C. Construction Industry Health and Safety Council will be a member of a union affiliated to the B.C. & Yukon Building and Construction Trades Council;

5. The selection of the Safety Director of the B.C. Construction Industry Health and Safety Council will be decided through a selection committee composed of one Union Trustee, one Employer Trustee, and one representative from the B.C. & Yukon Building and Construction Trades Council.

The Safety Director selection committee will make their recommendation to the Board of Trustees of the B.C. Construction Industry Health and Safety Council for approval.

SIGNED ON BEHALF OF:

BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS

.....
.....

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

.....
.....

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND ARE ACCREDITED OR HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE OPERATIVE PLASTERERS CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 779

Alexander Insulations Ltd.
1222 Franklin St.
Vancouver, B.C. V6A 1K1

Alpine Drywall & Plastering (B.C.)
Ltd.
3831 Still Creek Ave.
Burnaby, B.C. V5C 4E2

Barval Installations Ltd.
54-2789 Hwy. 97 North
Kelowna, B.C. V1X 4J8

B.C. Gypsum Dry-Wall Systems Ltd.
485 Garbally Rd.
Victoria, B.C. V8T 2J9

J. Carachelo Plaster & Stucco
Contractor Ltd.
1920 Mahon Ave.
North Vancouver, B.C. V7M 2T5

Chalifour Bros. Construction Ltd.
Lake City Ind. Park
7818 Express St.
Burnaby, B.C. V5A 1T4

--- Branch: Chalifour Bros.
Construction Ltd.
R.R.#3
1810-A Verling Ave., (P.O. Box 7)
Victoria, B.C. V8X 3X1

Compact Wall & Ceiling Systems
1832 West 1st Ave.
Vancouver, B.C. V6J 1G5

Ernest Dann Ltd.
6908 Palm Ave.
Burnaby, B.C. V5J 4M3

Donalco of B.C. Ltd.
11351D Bridgeport Rd.
Richmond, B.C. V6X 1T4

--- Branch: Donalco of B.C. Ltd.
420 Tapscott Rd., Unit 5
Scarborough, Ont. M1B 1Y4

Frenette Plastering & Associates
Ltd.
538 Hillside Ave.
Victoria, B.C. V8T 1Y9

Gallagher Bros. contractors Ltd.
8740 Greenall Ave.
Burnaby, B.C. V5J 3M6

A.P. Green Refractories (Canada)
Ltd.
P.O. Box 80595
Burnaby, B.C. V5H 3X9

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

E & R Johnson Plastering Ltd.
776 Vanalman Ave.
Victoria, B.C. V8Z 3B7

H.B. Krebs Plastering Ltd.
5680 Buckingham Ave.
Burnaby, B.C. V5E 2A1

L & M Painting & Decorating Ltd.
6750 Jubilee Ave.
Burnaby, B.C. V5H 3G8

Manuel's Brick and Concrete Works
Ltd.
2451 Valleyview Dr.
Kamloops, B.C. V2C 4E2

Modern Drywall Construction Co. Ltd.
5303 Joyce St.
Vancouver, B.C. V5R 4E3

Overload Contracting Ltd.
Box 67
Maple Ridge, B.C. V2X 7E9

Palcor Management Ltd.
3385 Tennyson Ave.
Victoria, B.C. V8Z 3P7

Raymond Contractors Ltd.
2717 Cottonwood St.
Aldergrove, B.C. VOX 1A0

Sapriken Bros. Contractors Ltd.
720 Kennedy Rd.
Kelowna, B.C. V1X 3T8

Seahawk Construction Ltd.
201 - 4381 Fraser St.
Vancouver, B.C. V5V 3S5

W.R. Shield6 contractors Ltd.
9349 - 194th St.
Surrey, B.C. V3T 4W2

Stevenson Construction Co. Ltd.
1620 W. 8th Ave.
Vancouver, B.C. V6J 1V4

T.J. Drywall (1981) Ltd.
3817 - 152nd St.
Surrey, B.C.

Turner Bros. Plastering Contractors
Ltd.
3010 Norland Ave.
Burnaby, B.C. V5B 3A6

Victoria Drywall & Stucco Ltd.
2615 Turner St.
Victoria, B.C. V8T 4T8

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. IS THE ACCREDITED BARGAINING AGENT FOR THE FOLLOWING FIRMS (PLASTERERS)

Alpine Drywall & Decorating Ltd.
3757 Brandon St.
Burnaby, B.C.

- Branch: Alpine Drywall &
Decorating Ltd.
7335 Flint Rd. S.E.
Calgary, Alta. T2G 1X5

Atlas Drywall Ltd.
3171 Rae St.
Port Coquitlam, B.C. V3B 2Y3

Frank G. Browne Ltd.
671 Alpha St.
Victoria, B.C. V8Z 1V5

Donalco Services Ltd.
60 Progress Ave
Scarborough, Ont. M1P 2Y4

Double Duty Drywall (B.C.)Ltd.
225 Schoolhouse Road
Coquitlam, B.C.

L.R. Frenette Plastering Ltd.
482 Cecilia St.
Victoria, B.C. V8T 4G5

G. Graham Plastering Ltd.
11089A Ravine Rd.
Surrey, B.C. V3T 3X5

Houliston Construction Ltd.
209 - 640 West Broadway
Vancouver, B.C. V5Z 1G4

Langford Drywall Ltd.
#102 - 3375 Whittier Ave.
Victoria, B.C.

T.J. Drywall Ltd.
11474 - 90th Ave.
Delta, B.C. V4C 3H4

Whitehall Contractors Ltd.
P.O. Box 1700
Sechelt, B.C. V0N 3A0