

PUMP, PLACE & FINISH SPECIALITY AGREEMENT FOR THE CONSTRUCTION INDUSTRY

By and Between:

**The Operative Plasterers' and Cement Masons' Association, Local 919
(Hereinafter called the Union)**

And:

**Gastaldo Concrete Ltd.
(Hereinafter called the Employer)**

This Agreement shall be for the period from and including December 01, 2003 to and including November 30, 2007 and from year to year thereafter, subject to the right of either party to the Agreement within three (3) months immediately preceding the last day of November, 2007 by written notice to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement until:

The parties shall conclude a renewal or revision of this Agreement or enter in to a new Collective Agreement whichever is the earliest.

If during the life of this Agreement there should arise any difficulty or misunderstanding as to the interpretation of any part or clause of the Agreement, that section or part of the Agreement may be amended by mutual consent of the two parties.

The cost of arbitration in case of the parties failing to resolve any difficulty or misunderstanding as to the interpretation of any part or clause of this agreement, the matter shall be referred to a board of arbitration with costs of said arbitration being split equally between the Employer and the Union.

All employees of Gastaldo Concrete Ltd. doing work covered by the Cement Masons Jurisdiction will be members of Local 919. New hires will be required to be members of Local 919 within 10 (ten) cumulative days of date of hire. The Employer will be responsible to send all benefits and dues deductions from the initial date of hire to Local 919. The Employer will also be responsible to have all Local 919 members working under this Agreement sign an authorization form, which will be sent to the Union Hall.

The employer agrees that all employees employed as of the date of this agreement will be the first employees for all jobs before those employees hired after December 01, 2003 providing they have the required qualifications. Members will not be discriminated against because of not holding a T.Q.

This will continue for the duration of this contract. No existing employees will be laid off or terminated without just cause.

Wages and Benefits, effective December 1, 2003:

Wages and benefits on Non-Union Work

	Level 1	Level 2	Level 3	Journeyman	Lead Hand	Foreman
Wages	\$16.50	\$18.00	\$20.50	\$23.00	\$24.80	\$27.44
10% HP	\$1.65	\$1.80	\$2.05	\$2.30	\$2.48	\$3.29*
RRSP	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
H/W	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80
Total	\$21.450	\$23.10	\$25.85	\$28.60	\$30.58	\$34.03

Wages and benefits on Union Work

	Level 1	Level 2	Level 3	Journeyman	Lead Hand	Foreman
Wages	\$17.50	\$19.50	\$22.00	\$24.50	\$25.50	\$27.44
12% HP	\$2.10	\$2.34	\$2.64	\$2.94	\$3.06	\$3.29
Pension	\$2.05	\$2.05	\$2.05	\$2.05	\$2.05	\$2.05
H/W	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80
BCBCBTU	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
APP T& P.	\$0.135	\$0.135	\$0.135	\$0.135	\$0.135	\$0.135
Rehab	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Metro Travel	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
JAP	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Total	\$24.125	\$26.365	\$29.165	\$31.965	\$33.085	\$35.255

* Foreman shall receive an additional 12% on the union Journeyman wage rate plus 12% Holiday Pay for both union and non-union work.

The Lead Hand wage rate is an optional rate at the discretion of the Employer.

Wages:

Wages shall be increased in each year of a four (4) year agreement by fifty cents. (\$.50) for each classification with the first increase effective December 01, 2004 and subsequent increases as follows.

50 cents on the hourly wage effective December 01, 2005
50 cents on the hourly wage effective December 01, 2006
50 cents on the hourly wage effective December 01, 2007

e.g. Journeyman Base Rate for Union Work

December 01, 2005 \$25.50 per hour
December 01, 2006 \$26.00 per hour
December 01, 2007 \$26.50 per hour

On all jobs being performed under terms and conditions of special projects (i.e. Allied Hydro, Skytrain, Projects Agreements, etc) shall be performed pursuant to the terms and conditions of those agreements.

Overtime:

Union Projects

A. COMMERCIAL- INSTITUTIONAL

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

Industrial

1. The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1-1/2) times the otherwise applicable straight time hourly wage rate. All other overtime shall be paid at double time.
2. Upon expiry of the sunset term, overtime worked on Industrial projects shall revert to the provisions of the 1994-1998 collective agreement.

3. All hours worked outside the regular hours or the accepted variations therefrom and outside the established shift hours, shall be considered overtime until a break of eight (8) hours occurs and shall be paid for at double time rates, except on Commercial-Institutional projects time and on-half shall be paid for the first hour after the established shift Monday to Friday, then double time thereafter. Saturday, Sunday and Statutory Holidays: Double time rates of pay. Overtime will be as evenly distributed as practicable. A working Employer who is not a member of the Union shall not use the tools or machines of the trade during any overtime period, and the Foreman shall properly divide the overtime work between the Cement Masons on the crew.
4. On a regular shift, two (2) ten-minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. Where work is required for a period up to ten (10) hours, a third rest break will be taken at the end of eight (8) hours. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hour will be provided at the end of eight (8) hours to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.
5. When an Employee is required to work more than two (2) hours beyond his designated shift, the Employer shall be required to provide a meal at no cost to the Employee. Additional meals shall be provided by the Employer at four (4) hour intervals after the first (1st) meal break. The time required for the consumption of the meals shall be considered as time worked, and each break shall not be less than one-half (1/2) hour. The first (1st) meal break shall be taken between the second (2nd) and third (3rd) hour of the extra time worked.
6. Where camps are maintained or where suitable open facilities are located within six (6) miles by road, hot meals must be provided. In all other cases, a variety of sandwiches or hamburgers, together with hot coffee and hot soup, shall be supplied by the Employer.
7. Where an Employee is required to work during the regular established lunch period, such Employee shall be paid at the double rate of pay. Where an Employee is required to work during the regular lunch period, he shall not be required to work beyond and extended work period of five (5) hours without a meal break. (NOTE: Four and one-half (4-1/2) hours on shift work.)
8. The time required for the meal break shall be considered as time worked and shall not exceed one-half (1/2) hour. If the Employee is required to take his lunch break prior to the regular lunch break, the foregoing shall also apply.
9. Overtime work shall be paid for up to the complete one-half (1/2) hour. (i.e. Work from 8:00 am to 4:45 p.m. shall attract pay up to 5:00 p.m.)

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

Non-Union Projects

On non union work, overtime will be paid at time and one-half after 40 hours worked and double time after 48 hours worked, in a week. There will be no daily overtime on non-union jobs.

Any hours paid at straight time rates, whether on union or non-union jobs, will count for the purposes of determining the total weekly hours.

Union Recognition and Rights:

The Employer hereby recognizes the Union signatory hereto as the sole and exclusive collective bargaining representative of all Cement Masons to be employed or who are the Employees over whom the Union has jurisdiction of all Cement Masons to be employed, as such jurisdiction is defined by the Building and Construction Trades Department of the AFL-CIO as of the date of this Agreement.

Subject to trade agreements and decision of the Impartial Board for Settlement of Jurisdictional Disputes (AFL-CIO), the Cement Masons OP&CMIA Local 919 claims for its members the Guide to Trade Jurisdiction as listed in Appendix "A".

Extent:

This agreement shall apply to all Employees of the Employer engaged on work within the work jurisdiction of the Cement Masons Union in the Province of British Columbia. In the event the Employer engages Cement Masons for work in the Yukon Territories through this Local Union, then all terms and conditions of this Agreement shall apply (and compensation for accident or injury equivalent to the Workers Compensation Board of B.C. Standards shall be provided by the Employer).

The Employer will notify the Union when work is sub-contracted or to be sub-contracted and shall provide the Union with the name of the sub-contractor or contracting firm prior to the commencement of the work sub let. Qualified union members will have the first opportunity to work for the employer.

Job Steward and Business Representatives:

- a) The Business Representative of the Union shall be permitted on all jobs, but will in no way interfere with the men during working hours, unless permission is granted by the Employer or his representative.
- b) Job stewards shall be recognized on all jobs, shall have adequate time to take care of all grievances, shall attend all formal shop stewards' meetings as recognized and approved by the Employer and shall not be discriminated against.
- c) The Union shall notify the Employer or superintendent in writing, as to the name of the Job steward and any change thereof.
- d) Under no circumstances shall Job steward or any Cement masons make any arrangements with the Foreman or management, or vice versa, that will change or conflict in any way with any section or terms of this Agreement, without consultation with the approval from both the Union Manager and the Employer.
- e) On all jobs, other than Foremen, a Job Steward shall be given preference of continued employment until completion of the work unless the Job Steward is not qualified or unless otherwise agreed between the parties hereto.

Height Pay:

Men Working from Slipform Scaffolds, swinging stages, buckets, cages or any platform or device that is suspended shall be paid forty-five cents (\$0.45) per hour above the hourly rate.

Grinding Pay:

The Employer shall pay thirty-five cents (\$.35) per hour above the hourly rate. If the grinder is being used during the first four (4) hours of the shift, then the thirty-five cents (\$.35) additional payment shall be made to Cement Masons for a minimum of four (4) hours. If the grinder is being used after the regular lunch break, then the payment shall be applied to each hour of the entire shift. However, if the grinder is not used prior to the lunch break, then the premium rate shall only apply to those hours after such break.

Specialist Training for Pump, Place & Finish Specialty Contractors:

Training shall be classified as follows:

- a) Level one for a period of six months.
- b) Level two for a period of six months.
- c) Level three for a period of six months.

Thereafter, they shall be recognized as journeyman.

The advancement of trainees will be automatic up to and including Level three.

The training as set out above is merely for purposes of establishing wage rates and is not to be construed as a recognized government training program for Trainees in the Cement Masons Industry.

In the event of a dispute regarding the advancement of a Level Three Trainee to Journeyman, a four-person committee shall evaluate the proficiency of the Trainee. The four-person committee shall be comprised within 72 hours and will consist of two Journeyman/Foreman (one named by the Union and one named by the Employer), one Union representative and one Employer representative.

If the reference committee is unable to resolve the dispute based on the available information, an on-site evaluation of the Trainee will be conducted within 48 hours and a decision rendered within 24 hours from the evaluation.

On recommendation by the reference committee, a trainee shall be recognized as a Journeyman.

The reference committee shall evaluate a Trainee according to specific criteria detailed for that level and the competence of the individual to perform the prescribed work.

The Union and Employer will jointly agree to the criteria used for the purposes of the evaluation from Level three to Journeyman and these criteria will be referred to as Appendix "B".

Decisions of the committee shall be final and binding with no exceptions except:

Should a third level Trainee elect to remain at level three (3), he may do so at his option and without penalty, until he feels confident to have his qualifications reviewed.

In this instance, the Trainee shall continue to receive wages and benefits according to level three.

The employer shall recognize Local 919 members employed as of the date of this agreement as having obtained the necessary level of proficiency for journeyman except for Local 919 members classed as Level II and Level III.

Premiums, classification and differentials and all other fringe benefits and conditions of this agreement shall apply to Trainees.

Foremen:

When three or more Cement Masons are employed on the same project, one (1) of these Cement Masons shall be appointed by the Employer as a Working Foreman and shall be paid twelve percent (12%) over the basic hourly wage rate.

Metro Travel:

On Union jobs the Employer will pay an amount of fifty cents (.50) per hour earned to cover all travel time and transportation costs, in metro areas to each Local 919 employee regardless of his place of residence. This amount shall be added to the hourly rate should metro travel be increased in other Building Trade Agreements, the Employer will match the increase.

Outside Metro:

In addition to the foregoing, all Local 919 members residing within the metro areas who are directed to work outside those metro areas and commute to and from work each day, shall receive seventy (.70) cents per mile on a return mileage basis from the exterior boundary of metro areas (as practiced in the past).

Travel Time:

The Employers will pay travel time on an hourly basis for hours beyond metro areas to a maximum of eight (8) hours.

Holiday Pay:

Annual Vacation - Union Work

All employees shall receive six percent (6%) of all wages earned including overtime as vacation pay. This amount to be accrued and paid on each cheque. Any Employee may take up to three (3) weeks annual vacation in any calendar year without pay. The vacation period will be arranged by mutual agreement between the member and the Employer.

Statutory holidays - Union Work

On union work, all employees shall receive in addition to vacation pay, six percent (6%) of all wages earned including overtime as Statutory Holiday Pay. This amount is to be accrued and paid on each cheque.

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

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

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

Annual Vacation - Non union Work:

On non-union work, all employees shall receive five percent (5%) of all wages earned including overtime as vacation pay. This amount to be accrued and paid on each cheque. Any Employee may take up to three (3) weeks annual vacation in any calendar year without pay. The vacation period will be arranged by mutual agreement between the member and the Employer.

Statutory holidays - Non Union Work:

On non-union work, all employees shall receive in addition to vacation pay, five percent (5%) of all wages earned including overtime as Statutory Holiday pay. This amount is to be accrued and paid on each cheque. Overtime on Statutory holidays shall be paid at time and one half (1 ½) for the first eight hours and double time (2) thereafter.

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

Industry Funds:

1. Health and Welfare:

The Employer shall contribute an amount of one dollar and eighty cents (\$1.80) for each hour worked by the Employees covered by this Agreement to the Cement Masons Welfare Trust Fund for the purpose of providing welfare benefits to the Employees pursuant to all the terms and conditions of the Cement Masons Local 919 Health & Welfare Trust Agreement dated April 14, 1970 and its amendments as may be from time to time adopted.

If the hourly contribution to the Health & Welfare Trust Fund increases for other contractors signatory to Local 919 due to bargaining, the Employer will match the contribution determined to be necessary by the Trustees.

2. Pension Plan - Union Work:

The Employer shall contribute an amount of two dollars and five cents (\$2.05) for each hour worked by Employees covered by this Agreement to the Cement Masons Pension Trust Fund pursuant to all terms, covenants and conditions of a certain Trust Agreement dated November 1, 1976, creating said fund and its amendments as may be from time to time adopted. The Fund will be administered by a Board of Trustees appointed by the Union.

RRSP - Non-Union Work:

On non-union work the employer will remit an amount of one dollar and fifty cents (\$1.50) per hour worked into an RRSP, to be established. A joint Employer/Employee trustee fund will be established with three representatives from each side and one additional independent trustee to be jointly agreed on.

3. Cement Masons' Apprenticeship and Trade Promotion Fund:

Effective December 01, 2003 on Union work, the Employer shall contribute thirteen and one half cents (13.5 cents) for each hour worked by Employees covered by this Agreement to the Cement Masons Local 919 Apprenticeship and Trade Promotional Fund.

4. Field Dues:

On Union job sites the Employer will deduct union dues in an amount of seventy cents (.70) per hour for each hour worked by Employees covered by this Agreement and forward same to the Cement Masons Welfare Trust Fund. For hours worked while working on non-union sites the Employer will deduct union dues in an amount of fifty cents (.50) per hour for each hour worked by Employees covered by this Agreement and forward same to the Cement Masons Welfare Trust Fund.

Per Capita Dues will be deducted for each employee in amount of twenty-one dollars (\$21.00) per month and will be remitted to the Union along with the monthly remittance reports. In the event the OPCMIA per capita tax is raised, this amount will be raised accordingly by written notice to the Employer.

5. British Columbia and Yukon Territory Building and Construction Trades Council.

On union work, the Employer will deduct on Union work for the British Columbia and Yukon Territory Building and Construction Trades Union (BCYT&CTC) an amount of six cents (.06) per hour for each hour worked by Employees covered by this Agreement and forward to the Union in the same manner as the Field Dues Deductions.

6. Bargaining Council of British Columbia Building Trades Unions

The Employer will provide funding for the Bargaining Council of British Columbia Building Trade Unions (BCBCBTU) of one cent (.01) per hour for all hours worked.

7. Jurisdictional Assignment Plan:

The Employer will contribute one cent (.01) per hour worked by each employee on union work.

8. B.C. Construction Industry Rehab. Fund:

The Employer will contribute an amount of two cents (.02) per hour worked by each Employee on union work.

Remittances:

The Employer will remit by the 15th of each month following that in which the hours were worked to Cement Masons Welfare Trust Fund at 4457 East Hastings Street, Burnaby, B.C., V5C 2K1.

Should the Employer fail to make contributions as prescribed herein, the union will advise the Employer in writing of the delinquency. If the Employer has failed to respond within 48 hours of receipt of notification, exclusive of Saturday, Sunday and Holidays he shall be subject to paying wages, contributions at the end of each day or upon twenty four (24) hours notice to the Employer the Union will withdraw its members from the Employer until such time as the delinquency is paid. Such withdrawal shall not be considered a violation of this Agreement.

Should the employer fail to make contributions as prescribed herein then if required by the Union, the Employer will have to post a bond suitable to the Union of up to ten thousand dollars (\$10,000.00).

Where there have been any instances of payroll failures by the Employer or principals or directors to meet payroll requirements, the Union shall have the right to inspect the Employer's payroll.

Working Conditions:

Working conditions will match the Cement Masons' 2000-2004 Standard Collective Agreement.

Union Shop:

The Union shall be given at least forty eight hours notice between Mondays 8.30 a.m. and Friday 4.00 p.m. to complete a dispatch request from the Employer.

Notwithstanding the above, where Union members are not available in B.C., then the Employer may obtain Employees elsewhere.

Out of Town Work:

On out of town work the employer will provide one of the following:

Either:

Room and Board:

On out of town work, the Employer will provide first class room and board at no cost to the employee.

Or:

Living Out Allowance:

Where living out allowance is provided it is agreed that an amount of seventy dollars (70.00) per day, seven days a week shall be paid. If the living out allowance is increased for contractors signatory to Local 919 due to bargaining the Employer will match the increase to be determined.

Appendix "A" - Jurisdictional Disputes:

Unless otherwise determined by decision of the Building and Construction Trades Department (AFL-CIO) and/or the Impartial Board for Settlement of Jurisdictional Disputes (AFL-CIO) and/or agreement entered into or existing between OPCMIA and any other craft of the Building and Construction Trades Department.

Cement Mason's work shall include the following:

The finishing of all concrete on concrete construction such as floors, walls, ceilings, sidewalks, curbs and gutters (whether finished by trowel or float or any other process):

Patching, sacking, chipping, bush hammering, rubbing, grinding, soft cutting, laser screed operation and application of curing compounds where necessary in concrete finishing work;

Dry packing, grouting and finishing in connection with setting machinery such as engines, generators, air compressors, tanks and so forth that are set on concrete foundations.

The Employer shall assign the work to the Cement Masons in accordance with the above.

If a dispute arises as a result of such assignment, the aggrieved trade shall apply to the Umpire of Jurisdictional Work Assignment for decision as to which trade the work belongs and the parties to this Agreement agree to abide by such decision.

Where another trade fails to be bound by a decision of the Umpire of Jurisdictional Work Assignment or the Impartial Board for Settlement of Jurisdictional Disputes, the work in question will be awarded to the Cement Mason.

Any party or person bound by this Agreement having received a decision of the Umpire, may apply for a jurisdictional award to the Impartial jurisdictional Disputes Board created by the Building and Construction Trades Department (AFL-CIO) and such person or party shall be bound by all of the Procedural Rules and Regulations of the said Impartial Jurisdictional Disputes Board so far as may be applicable and shall be bound by any decision of the said Impartial Jurisdictional Disputes Board (including any decision of the Appeal Board provided therein) as if such decision were a decision of the Umpire of Work Assignment for British Columbia.

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 Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreement will re-negotiate such provision or provision and all other provisions shall not be affected thereby.

The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standard contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.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 Regulation of the Plan.

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 decision and awards of the Umpire of Work Assignment established by the Plan.

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

Appendix "B" Journeyman Evaluation Criteria:

Demonstrate the following skills and abilities:

Place and finish concrete flat work:

- Skillfully use a straight edge (board) to strike off concrete to a specified grade
- Skillfully use a magnesium or wood bull-float to surface of concrete
- Properly re-strike off and hand float edges
- Skillfully use an edger to produce a rounded and smooth edge.

Effectively operate a single power trowel to float a concrete slab:

- know when to begin the floating operation
- properly float out all footprints and slab imperfections
- skillfully use a hand-float.

Effectively operate a single power trowel to finish a concrete slab:

- know when to begin the finishing operation
- properly trowel out all slab imperfections
- skillfully use a hand-trowel

Properly apply hardeners.

Properly apply a curing compound using a sprayer or roller.

Properly produce the following concrete slab textures:

- hand-float finish
- hand-trowel finish
- rough-broom finish
- fine-broom finish
- swirl-trowel finish
- machine/burnish finish
- exposed aggregate finish
- herringbone finish

Place and finish a set of stairs and landings:

- properly hand float the surface of each step and landing to the required elevation and slope
- effectively use an edger to produce rounded and smooth edges
- skillfully use a hand-float, trowel or broom to achieve the required finish

Place and Finish sidewalks:

- properly hand float and/or bull float the concrete surface to the required elevation and slope
- skillfully use an edger until all edges are rounded and smooth
- skillfully use a cutter (jointer) until all joints are cut, straight and smooth
- skillfully use a hand-float, trowel or broom to achieve the required finish.

Understand and comply with all health and safety policies, regulations and safe work procedures.**Grievances:**

It is the spirit and intent of this Agreement to resolve all Employee or Employer grievances promptly and wherever possible within the industry.

If during the term of this Agreement there should arise any difference between the parties to or the persons bound by this Agreement concerning interpretation, application, operation or any alleged violation hereof or concerning discharge of any Employee which may be alleged to be unjust and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner.

The job steward or Business Representative of the Union shall first discuss the difference with the Foreman or Superintendent of the Employer in an effort to resolve the matter on the job, or as an alternative the Business Representative may refer the difference directly to management through the Employer's main office or business address in the Province of British Columbia and the Employer may refer the difference directly to the Business Representative through Local 919.

If the difference is not resolved, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, except the matter of discharge must be submitted in writing within ten (10) days of occurrence or in every case the matter shall be deemed to be waived.

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

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

In the event of a grievance involving a question of discharge is not resolved in seven (7) days and a grievance involving other matters is not resolved within twenty (20) days, then each party shall within five (5) days appoint a member to a Board of Arbitration. The two (2) appointees shall within five (5) days of appointment agree upon a person to act as Chairman, but failing to do so within this time they shall jointly request the BC Labour Board to appoint such Chairman. The board of Arbitration shall, within ten (10) days or such extended period as may be mutually agreed by the parties, hear the parties and render a decision, which shall be final and binding. The fees and expenses of the Chairman of the Board of Arbitration shall be borne equally by the parties to the grievance.

Savings Clause:

If any article or section of this contract should be held invalid by operation of Law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid, or enforcement of, compliance with, which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

Both parties agree that the Labour Standard Act will apply to any circumstances or issues not expressly addressed by the terms and conditions in this Agreement for non-union work.

Both parties agree that the Standard Industrial, Commercial, Institutional Collective Agreement (Cement Masons') May 1, 2000 - April 30, 2004 will apply to any circumstances or issues not expressly addressed by the terms and condition in this Agreement for union work.

For further clarification, the reference to the Standard Industrial, Commercial, Institutional Collective Agreement does not denote, indicate, or in any way suggest the adoption of the Standard Industrial, Commercial, Institutional Collective Agreement or the services provided by the Construction Labour Relations Association of British Columbia.

All work performed under the terms and conditions of this agreement shall comply with the laws of the province of British Columbia.

Management Rights:

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

SIGNED ON BEHALF OF:

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

**CHRIS FELLER
BUSINESS MANAGER LOCAL 919**

AND:

GASTALDO CONCRETE LTD. DELTA, BC

GEORGE GASTALDO

