

**ALBERTA PROVINCIAL
PLASTERERS**

**GENERAL
CONSTRUCTION SECTOR
COLLECTIVE AGREEMENT**

between

**Construction Labour Relations - An Alberta Association
Plasterers (Provincial) Trade Division**

and

**Operative Plasterers' and Cement Masons'
International Association of the United States and Canada, Local Union 222**

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**ALBERTA PROVINCIAL PLASTERERS COLLECTIVE AGREEMENT
FOR THE GENERAL CONSTRUCTION SECTOR**

between

**Construction Labour Relations – An Alberta Association
Plasterers (Provincial) Trade Division**
(hereinafter referred to as the “Association”)

On behalf of all Employers who are bound or who subsequently become bound by this
Collective Agreement by the operation of Registration Certificate #64
(hereinafter referred to as the "Employer")

and

**The Operative Plasterers’ and Cement Masons’ International Association
of the United States and Canada
Local Union #222**
(hereinafter referred to as the “Union” or “OPCMIA”)

On behalf of all Employees who are bound or who subsequently become bound by this
Collective Agreement by the operation of Registration Certificate #64
(hereinafter referred to as the "Employee")

WHEREAS, the representatives of the above noted Parties have bargained collectively pursuant
to the provisions of the *Alberta Labour Relations Code*, and

WHEREAS, pursuant to the terms of the said *Code*, the terms of a Collective Agreement have
now been agreed and ratified or otherwise established,

NOW THEREFORE this Agreement witnesseth that the terms of the Collective Agreement
between the Parties are as follows:

ARTICLE ONE - DEFINITION

- 1.01** This Agreement is to cover Members of Local 222 of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada (OPCMIA).
- 1.02** Under all circumstances, terms and conditions listed in 1 or more of the Addenda take precedence over terms and conditions listed in **Articles 1 through 29**.

ARTICLE TWO - PURPOSE

- 2.01** The purpose of this Agreement is to stabilize the trade, improve the industry, and to promote peace and harmony between Employers and Employees. To facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste expenses, avoidable and unnecessary delays in construction and repair work.

ARTICLE THREE - GEOGRAPHICAL JURISDICTION

- 3.01**
- (a) The jurisdiction of this Agreement shall be the Province of Alberta. The Association recognizes that the Northwest Territories is a part of the geographical jurisdiction of the Union.
 - (b) The centre of the cities of Edmonton or Calgary or other locations where a hiring hall is located shall be referred to as the Geodetic Monument. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary the Calgary Tower.
- 3.02** Members of the Union must be employed within their jurisdiction, when available, on all work done by an Employer from outside the jurisdiction. Outside Employer to mean, one that does not normally operate in and/or does not have their head office in the Province of Alberta. Consent for outside Employers to bring in their regular work force will not be unreasonably withheld provided all Employees are Members of the OPCMIA and have acceptable travel cards.
- 3.03** The Employer agrees that the terms and conditions of the Collective Agreement shall apply for work performed by Members of the Union who are working outside the Province of Alberta unless there is a Collective Agreement in effect stipulating terms and conditions of employment between a Local of the OPCMIA and Employers for the geographical area within which the Member is performing such work.

ARTICLE FOUR - TRADE JURISDICTION

4.01 This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Plasterers which for the purpose of this Collective Agreement, shall coincide with the Trade Jurisdiction set out in Registration Certificate #64, and shall include but not be limited to all of those Employees who are engaged in the following:

- The installation and/or application and finishing of any interior or exterior materials, including such materials as rigid insulation, limp asbestos, fireproofing, thinwall, rapid plaster or patent texture materials, synthetic or otherwise prefab stucco panels, acrylic coatings, etc., or any similar materials which are applied either by hand, the hawk and trowel or any other conventional tools of the trade, that are at present, or may be used in future, including the operating of all guns or nozzles and spraying, finishing or polishing machines or equipment.
- All work under the jurisdiction of the Plasterer or Shophand as defined by the International Constitution of the OPCMIA or as may be included from time to time in the International Constitution or the By-laws of the Union.
- All drywall taping, texturing, fireproofing or any other similar applications whether applied with hand tools or by mechanical application of any kind.
- All interior or exterior plastering of cement, stucco, stone imitations or any patent material when cased, the setting of same, also corner heads when stuck must be done by practical Plasterers of the OPCMIA This includes the plastering and finishing with hot composition material in vats, compartments or wherever applied; also the taping and pointing of all joints, nail holes and bruises on wallboard, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All acoustic blocks when stuck with any plastic materials, regardless of thickness, shall be the work of the Plasterer only. Also, the sticking, nailing and screwing of all composition caps and ornaments. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by Plasterers of this Association, allowing sufficient thickness to facilitate the application of the terrazzo or tile and the application of any plastic material to the same must be done by Members of the OPCMIA who are Practical Plasterers.
- All waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used, or the method of application, or color of materials used and regardless of the type of base these materials may be applied to.
- All casting, finishing, rubbing, and cleaning, whether by hand or machine, on all imitation stone, shall be the work of the Members of the OPCMIA. The Union shall make every effort to see that this **Clause** is enforced.
- All moldings run in place and all staff work, the making of templets and horsing of moulds in and on buildings must be made and produced by Members of the OPCMIA.

- Practical Plasterers are persons who are proficient in the use of the hawk and trowel and other implements or tools of the trade. All Cement Plastering shall be supervised and executed by the Plasterer.
- The Union shall have autonomy governing the mixing of all materials but shall not deviate from manufacturer's standards or the specifications of the American Standards Association.
- All casting must be done by members of "shop hand locals". The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing and cleaning, whether done by hand, machine, or any other method, is recognized as the work of the Plasterer.

4.02 Ornamental Plastering

- Making of all templets for runwork to be used in shops; Plaster model making, setting of enrichments in models, the pointing and finishing of same shall be the work of the Model-Maker.
- Preparing of all models for molding, making molds, preparing and casting from same in any material including plaster, cement, artificial marble and stone, composition, etc., shall be the work of the Mold Makers and Casters whether done in permanent shop or in shop on location.
- Modeling and sculpturing in any plastic material shall be done by the Modeler or Sculptor or Model-Maker and may include the following:
 - The enlargement of scale models
 - All ornamental forms to be recarved
 - Scale models including Diaramas and relief maps,
 - Cutting or carving of ornamental surfaces or sharpening of outlines of same.
- "Scrafito" shall be done by the Modelers or Sculptors, except when the design is a geometrical one, such as Greek frets, guilloches, plain running dog, etc., which may be done by Modelers or Model-makers. Any ornamental design which might be done mechanically may be done by the Modeler or Model-Maker, i.e., the scrolls on sides of brackers, Greek frets, key blocks, guilloches, etc. The pressing of clay in moulds, the running of clay moldings, and clay backgrounds may be done by Modelers, Sculptors or Model-Makers.

4.03 Fireproofing

The installation and/or application and finishing of any fireproofing system used in the protection of structural steel not limited to cementitious, intumescent or endothermic-mat whether wrapped, troweled or sprayed, and applied either by hand, hawk and trowel or any other conventional tools of the trade, that are at present, or in future, used including the operating of all pumps, nozzles, spray guns or equipment in relationship to fireproofing.

4.04 The Employer agrees to recognize the jurisdictional claim of the Union unless legislation is enacted to the contrary.

ARTICLE FIVE - UNION RIGHTS

- 5.01** The Employer agrees to employ only Members who are in good standing with the Union provided qualified Union Members are available for hire and further agrees that the Union shall be recognized as bargaining agent for these Employees.
- 5.02** All Employees shall obtain a clearance or referral slip from the Union before being employed.
- 5.03** The Union shall have the right to supply from their list 1 in 8 qualified tradespeople in every classification.
- 5.04** If the Union is unable to supply Members, the Employer may hire other persons. Employers shall supply in writing to the Union the names, addresses, phone numbers, social insurance numbers and the date of hiring of other persons and those persons shall immediately apply for membership in the Union as a condition of employment.
- 5.05** As a condition of employment, all Employees shall sign check-off slips in the amounts as may be prescribed by the Union and shall maintain their membership in good standing as a condition of continued employment. The Employer agrees to honor said check-off authorizations and shall deduct from the Employee's wages such monies and in the amounts so prescribed in accordance with the said authorization or as may be directed by the Union from time to time. Monthly dues are to be deducted on the first pay of each month and working dues from each pay and submitted to the Union office along with other monies deducted to that date, accompanied by a list showing the amounts deducted for each Employee. This list shall include:
- (a) Regular hours
 - (b) Overtime hours
 - (i) hours at time and one half
 - (ii) double time hours [double time suspended as per Letter of Understanding #1].
 - (c) Building Trades of Alberta Dues (as referred to in **Article 24.00**)
- 5.06** Union membership initiation to take place within the time stipulated by the Union, or all monies remitted on behalf of an individual will be forfeited to the Union.
- 5.07** The Union shall always determine who may or may not become Members of the Union and their classification. Classification may be done in conjunction with the Employer.
- 5.08** The Employer recognizes the OPCMIA Code of Conduct and the Union's right to discipline its Members as it sees fit. The Employer further agrees not to intimidate by threat of loss of job, or refusal to hire, any Member that insists on abiding by the terms of this Agreement.
- 5.09** The Employer will allow the Business Agent of the Union access to all jobs during working hours, provided the Business Agent first notifies the Employer in advance and provided said Agent does not hinder the progress of work.

- 5.10** Parties to this agreement recognize the right of the Union to appoint a Steward from Employees present on a job. The Steward must be acceptable to the Employees and shall not be discriminated against. The Union will make every effort to have Steward training available and have trained Stewards in place.
- 5.11** The Union shall have the right to post notices at the designated places on any job affected by this agreement. All such notices must be signed by the proper officer of the Union and submitted to the management of the Employer for their approval.
- 5.12** It shall be the privilege of the Union Member to respect the legal picket line of any craft. Refusal on the part of Union Members to cross a legal picket line shall not be deemed a violation of this Agreement; said Members shall not be subject to discharge or penalty of any kind. The Employer shall not impose any liability whatsoever either on the Members and/or the Union.
- 5.13** Any Employer signatory to this Agreement, shall not sub-contract any plastering work coming under the jurisdiction of the Union Plasterer, to another Employer or person unless the sub-contractor first becomes signatory to this Agreement.

ARTICLE SIX - MANAGEMENT RIGHTS

- 6.01** The Union acknowledges that it is the exclusive function and right of the Employer to:
- (a) operate and manage its business in all respects,
 - (b) maintain order, discipline and efficiency,
 - (c) make and alter from time to time the rules and regulations to be observed by Employees providing such rules and regulations are not in conflict with this Agreement,
 - (d) direct the working force,
 - (e) determine job content, create and abolish jobs, including methods, processes, and means of production and handling,
 - (f) select, hire, promote or demote, transfer, lay-off because of lack of work, discipline, suspend and discharge any Employee, provided however, that any alleged wrongful discipline, suspension or discharge will be subject to the Grievance Procedure provided herein.
 - (g) upon termination of a Member's employment with an Employer, the Employer may complete a termination report evaluating the Member's overall performance with the company. The format of said report to be approved by the Union and the report is to be completed and filed with the Union office within 2 calendar weeks from the date of termination.

ARTICLE SEVEN - NO STRIKES OR LOCKOUTS

- 7.01** The Employer agrees that there will be no lockout or breach of this Agreement during its term. The Union agrees that there will be no strike, stoppage of work, slowdown, work to rule or other action to limit or interfere with production during the term of this Agreement.

ARTICLE EIGHT – HIRING AND MOBILIZATION

- 8.01** When the Employer can supply the Employee with regular working hours, Members of the Union shall work only for Employers signatory to this Agreement, who shall supply all materials and labour, carry compensation and conform to Municipal and Provincial safety and other regulations.
- 8.02** If a Member no-shows for a pre-access test or Employer booked flight, the Employer shall report the member to the Union and the Union shall require the Member to reimburse the Employer for the cost incurred for the test or flight prior to rebooking. Such reimbursement shall not apply where the Member is able to demonstrate that circumstances beyond their control were the direct cause of the missed flight or test.
- 8.03** If an Employer requires an Employee to complete an online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of 4 hours, multiplied by the Employee’s basic hourly rate. This provision shall not apply to, nor shall there be any pay required, for owner or site access required online orientations, nor for time required for onboarding such as provision of certificates, information required for payroll processing, or contact information.

ARTICLE NINE - GENERAL HOLIDAYS

- 9.01** All work performed on the following named holidays or any such days as may be declared a general holiday by the Federal and Provincial Government shall be paid for at double [double time suspended as per Letter of Understanding #1] the Employee’s basic hourly wage rate:

New Year’s Day	Family Day
Good Friday	Victoria Day
Canada Day	Heritage Day
Thanksgiving Day	Boxing Day
- 9.02** All work performed on the following named holidays shall be paid for at double [as per Letter of Understanding #1] the Employee’s basic hourly wage rate:
Labour Day, Remembrance Day, Christmas Day
- 9.03** Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an Employee’s scheduled day off shall not affect the start date of the Employee’s return to work, or the regular hourly rate of pay for that day.
- 9.04** When a general holiday occurs on a day on which Employees are scheduled to work, an Employee who opts to not work on the general holiday shall give the Employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such an Employee who is in a camp will not be required to pay for the room nor shall the Employee be penalized for opting to not work.

ARTICLE TEN - TOOLS

10.01 Employees shall have with them at all times on the job and in good working order the following set of tools:

- 2 trowels
- corner trowel
- margin trowel
- chalk line
- channel lock cutters
- 2 pairs side cutters (snips)
- 1 pair end cutters (nips)
- floats/angle floats
- hawk
- min 16 oz one-piece claw hammer
- knee pads
- 25 foot tape measure
- wash brush
- pointer
- putty knives
- small wood saw
- hack saw
- scratch broom
- stapler (commercial only)
- torpedo level
- tool belt
- lockable toolbox and secure lock

All other specialty tools, hand or power, to be provided by the Employer. Stainless steel and plastic trowels for acrylic applications to be supplied by the Employer and replaced when worn and returned.

10.02 At no time shall anyone, unless they are recognized by the Employer and the Union, as a qualified Journeyman Plasterer or Plastering Apprentice be allowed to use the tools of the trade for the purpose of plastering in any of its various forms.

10.03 The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

ARTICLE ELEVEN – WAGE STRUCTURE AND PAYMENT CONDITIONS

11.01 The minimum regular hourly rate of pay for Employees working under any part of this agreement shall be as per the applicable Wage Schedules found in **Addendum I – Industrial & Addendum II – Non-Industrial**.

11.02 **Adjustments**

(a) **Definitions and Application**

- (i) “CPI Change” shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/econ09j-eng.htm>.
- (ii) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross

rates for journeypersons, with the gross rates for other classifications calculated from the journeyman rate accordingly.

- (b) **Calculations**
 - (i) There will be no adjustment to wages from the effective date of the agreement until May 2, 2021.
 - (ii) The wage adjustment to be effective May 2, 2021 shall be the CPI Change for 2020.
 - (iii) The wage adjustment to be effective May 1, 2022 shall be the CPI Change for 2021.
- (c) **Wage Schedules**
 - (i) The Union shall, by December 31st of the year prior to a wage adjustment, indicate to the Registered Employers' Organization whether they want any portion of the wage adjustment applied to benefit plan contributions. The Parties shall either agree on the distribution of the adjustment or shall refer any differences respecting the distribution to an arbitrator, by the following January 31st. If the matter is referred to an arbitrator, the arbitrator shall issue a decision resolving the matter by the following February 14th.
 - (ii) In any event, the resulting wage schedules shall be issued by the Parties no later than February 21st.

- 11.03** The term "regular hourly rate of pay" as used in this Agreement, shall mean the actual hourly rate of pay the Employee has been receiving for work performed.
- 11.04** The Employer shall have the option to use electronic pay records and Records of Employment. Upon request from an Employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed Record of Employment will be issued.
- 11.05** Wages shall be paid by cheque or by direct deposit in a central bank account opened in the name of the Employee or into a designated account of the Employee's choice and not more than 5 days' pay shall be held back. If the Employee's cheque is not readily negotiable, for reasons of insufficient funds, said Employer shall on demand by the Union, be compelled to pay wages in cash.
- 11.06**
- (a) If an Employee is laid off or discharged, 1 hours' notice shall be sufficient, 1 hour's pay may be given in lieu of notice. No notice is required for termination for just cause
 - (b) On proper notice of termination, the Employer shall pay all monies due together with all records and separation slip within 2 working days by one of the methods noted in **Clause 11.05**. If mailed, it shall be by Registered Mail.
- 11.07** If an Employee quits, they shall give their Supervisor 1 hours' notice and their pay shall be mailed to them by Registered Mail or given to them at the central pay office of the Employer on the next regular pay day.

- 11.08** All Employees shall be granted 6% of their gross earnings for Vacation Pay and 4% of their gross earnings for Statutory Holiday Pay. These monies to be paid each pay period with wages that are due. Gross earnings to include travel time. Gross earnings for the purpose of this **Clause** shall be defined as the regular or basic pay which the Employee is paid for all straight time hours worked plus overtime premium.
- 11.09**
- (a) If the Employer, Employee or Union determines that an error in pay has occurred, and the error has occurred within the previous 6 months, the Employer, Employee or Union shall promptly give notice in writing to the affected Employee or Employer of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment or underpayment through pay or deduction over 1 or more subsequent pay periods. The Employee or Employer shall be given 3 working days to respond to the notice. If the Employee or Employer agrees with the error and the plan for correction, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, all Parties shall attempt to resolve the difference. If the difference cannot be resolved within an additional 3 working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.
 - (b) If the Employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union and Employer will work together to recover any outstanding amount owing.

ARTICLE TWELVE – ABSENCES, OVERTIME CALCULATION AND LEAVES

Absences

12.01 Excusable Absence

- (a) The absence occurs, despite all good faith efforts of the Employee to attend work and is due to circumstances beyond their control.
- (b) The Employee shall inform the Employer of the likelihood they will be unable to attend work, or attend at the scheduled time, at their earliest opportunity.
- (c) The Employee must provide the Employer the reasons for absence, and at their earliest opportunity, documentary or other evidence supporting their claim for an excused absence.

12.02 Request for Pre-Authorized Absence

Where an Employee is seeking a pre-authorized absence and who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.

12.03 Absence Due To Illness

For absences due to illness in accordance with section 53.982 of the *Employment Standards Code* (except that the qualifying period will be waived), the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

For absences of 1 or 2 days, no medical confirmation of the illness will be required. However, where there appears to be repetitive absences or patterns of absences, explanations will be required, and the Employer and Employee involved will discuss the reasons for the absences and any measures to be taken to reduce them in the future.

12.04 Calculation of Overtime in any Pay Period When Any Time is Missed

Notwithstanding any provision of this Collective Agreement, the formula for calculation of overtime in a pay period shall be:

$$\text{Overtime payable is } D = (C + A) - B$$

A = straight time hours missed as a result of excused or authorized absence

B = straight time hours scheduled for the pay period

C = all hours worked in the pay period

D = overtime hours earned

Example 1: If an Employee working a 5 x 10 schedule misses 1 shift due to an **excused** absence, the formula shall apply as follows:

$D = (40 \text{ hours worked} + 10 \text{ hours missed due to authorized absence}) - 40$
hours of straight time hours scheduled

$D = 10$ hours of overtime earned

Example 2: If an Employee working a 5 x 10 schedule misses 1 shift due to an **unexcused** absence, the formula shall apply as follows:

$D = (40 \text{ hours worked} + 0 \text{ hours missed due to authorized absence}) - 40$
hours of straight time hours scheduled

$D = 0$ hours of overtime earned

Leaves

- 12.05**
- (a) The *Employment Standards Code* [RSA 2000, Chapter E-9] affords Employees the right to short-term leaves and long-term leaves in various stipulated circumstances. Such leaves shall be granted pursuant to this agreement. No qualification periods will be necessary for persons requiring such leaves. Notices to the Employer of such leaves shall meet the conditions of and include the information required by the *Code*.
 - (b) When an Employee requires a short-term leave, the Employee shall give the earliest practicable notice of the leave. For short-term leaves of greater than 1 day, the Employee shall include in the notice to the Employer the intended date of return to work.

- (c) When an Employee requires a long-term leave, the Employee shall give the earliest practicable notice of the planned start date for the leave and shall update the notice in the event of a change in the planned start date. In any event, except in the case of an emergency, the Employee shall give the Employer at least 1 weeks' notice of the start date of the leave. If possible, the Employee shall also give the Employer an estimate of the length of the required leave. When an Employee plans to return to work, the Employee shall give the Employer notice of the planned return and such notice period is not less than the notice required in the *Code*. If the work to which the Employee will be assigned is in a remote location, the Employee and the Employer shall work together to plan the return to coincide with any site travel arrangements and any special work cycle in effect for such work.
- (d) If the need for a leave is sudden and unexpected, and an Employee requiring the leave has been provided transportation by the Employer to a work site, the Employer will promptly arrange for transportation for the Employee to the nearest commercial transportation from which the Employee can commence the travel to wherever the reasons for the leave require the Employee to be.

For explanation of each type of leave, see <https://www.alberta.ca/improved-employment-standards.aspx#p8437s1>.

ARTICLE THIRTEEN - SHOW-UP

- 13.01**
- (a) When an Employee reports to work at the regular starting time and such Employee is not put to work the Employee so affected shall be entitled to a minimum of 2 hours pay at the applicable regular hourly rate of pay.
 - (b) In order to qualify for show up time Employees must remain on the job site, unless otherwise directed by the Employer. Where the Employee(s) are directed to remain on the job site for more than 2 hours they shall be paid for such time at the applicable rate.
 - (c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
 - (d) An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least 2 hours prior to the commencement of the normal workday. Employees working on a job site where they are accommodated in a camp facility will not be entitled to show up time if they are notified that no work is available at breakfast time and notices are posted on the bulletin boards in the camp kitchen.
 - (e) When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

ARTICLE FOURTEEN – SUSPENSION OF WORK BY OWNER

- 14.01** On a project to which Employees are supplied transportation and accommodation, and on which work is suspended for greater than 2 consecutive days for reasons beyond the control of the Employees and the Employer,
- (a) Representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall jointly seek a meeting with the Owner to get a full understanding of the reasons for the suspension of work, and the anticipated duration of the suspension, and develop and implement a plan that best addresses the needs of the Employees, the Employers and the Owner.
 - (b) If the suspension of work is anticipated to be greater than 3 days, the Employer shall facilitate transportation for any Employees that wish to leave the project, to the nearest commercial transportation. Such Employees will be permitted to return to the project, subject to the workforce requirements of the remaining work, on the next work cycle transportation.
 - (c) Following the suspension of the work, representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall again meet with the Owner to evaluate the event and determine what, if any, additional measures should be implemented to best address the needs of the Employees, the Employers and the Owner.
- 14.02** If the Owner has suspended the work for operational needs and has requested that certain of the Employees remain available for work at the site, the Employees that remain available shall be paid the equivalent of a day's show up time for each day of the suspended work.

14 On & 7 Off (14&7)

- 15.02**
- (a) A work cycle for application only to a project beyond daily travel distance of Edmonton or Calgary will consist of 21 consecutive days, each of which will consist of 14 regularly scheduled days of work followed by 7 regularly scheduled days of rest. Each work day within a work week will consist of 10 regularly scheduled hours of work with a ½ hour unpaid lunch break occurring at approximately mid shift and 2 paid 15 minute paid work breaks, 1 occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
 - (b) In each shift the first 1½ scheduled hours of work and the 9th and 10th scheduled hours of work will be paid at time and one-half. The 6½ regularly scheduled hours of work in between the first 1½ scheduled hours of work and the 9th scheduled hour of work will be paid at straight time rates.
 - (c) Each work cycle will be followed by 7 consecutive scheduled days of rest, a “furlough”. The combination of the 14 scheduled days of work followed by the 7 scheduled days of rest will be referred to as a “14 and 7 work cycle”.
 - (d) Work performed outside of the 10 scheduled hours of work in a day or on a scheduled day of rest will be paid in accordance with the Letter of Understanding #1.
 - (e) An Employee who is transferred to a work cycle with a different start day must be provided with a minimum of 2 scheduled workdays’ notice. If the worker has requested the transfer, then overtime rates will not apply for days worked in the scheduled 7 days furlough. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled 7 day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.
 - (f) Employers shall have the option to utilize the 14&7 work cycle on projects that may be less than 14 days.

ARTICLE SIXTEEN - APPRENTICES, TRAINEES, JOINT APPRENTICESHIP TRAINING COMMITTEE

Apprentice & Trainee Criteria

- 16.01**
- (a) Hours required by classification:

Trainee	up to 500 hours employment
First Year	up to 2,000 hours employed at the trade
Second Year	2,001 hours to 3,500 hours employed at the trade
Third Year	3,501 hours to 5,000 hours employed at the trade
Journeyman	After 5,000 hours employed at the trade
 - (b) Trainees are neither Journeymen nor Apprentices who wish to involve themselves in the trade prior to becoming an Apprentice.
 - (c) An Apprentice is only allowed 1 change in classification per year.

- (d) This change referred to in (c) above is to occur on or after the Member's anniversary date. [Anniversary Date: The date that the last rate change occurred based on meeting all required criteria.]
- (e) Must achieve the minimum hours required [per **Clause 16.01(a)**]
- (f) Attend appropriate training course as approved by the JATC and pass a subsequent exam.
- (g) A completed Proof of Hours form shall be required to establish all classifications.
- (h) All trainees must pay dues to the Union as per the bylaws. Said dues to be deducted from the trainees first pay cheque each month.

16.02 Changes in Classification

- (a) When an Apprentice classification changes as per **Clause 16.01**, the Employer will pay the Apprentice the corresponding new wage rate as per **Addendum I or II** upon the Employer being notified in writing by a representative of the Union.
- (b) Notification in writing may be provided by a representative of the Union to the Employer up to 1 week in advance of the criteria in **Clause 16.01** being met, the new wage as per **Addendum I or II** will be paid once the Employee has met the criteria in **Clause 16.01**.

16.03 Subject to the Union's ability to supply, the Employer may employ 1 Apprentice for each Journeyman. The ratio shall exclude Third Year Apprentices from the equation in accordance with Alberta Apprenticeship and Industry Training Regulations.

16.04 Terms of Apprenticeship shall be for a period of 5,000 hours. Where any provisions of this Article conflicts with the Alberta Apprenticeship Act as it pertains to the Plastering Trade Regulations, then the Provincial regulations shall apply.

16.05 Where an Apprenticeship program, covering period of Apprenticeship, wage rates, etc., is not specifically covered by this Article, for any classification of work coming under the jurisdiction of the Union, then a program may be established by the Union, on consultation with the Employer, which will become part of this Agreement and applicable to all Employee that may subsequently come under the classification concerned.

16.06 No Apprentice or Trainee shall be allowed to work without a Journeyman. Apprentices shall be given equal training on all phases of work being performed by the Employer.

16.07 The Parties agree that all efforts will be made to employ the prior years' Trainees or First Year Apprentices before any new Trainees are hired.

16.08 The maximum number of Trainees allowable per job site for any single Employer shall be 1 Trainee for every 2 Journeyman.

Joint Apprenticeship Training Committee (JATC)

16.09 Where there is a need to deal with concerns relating to the Apprenticeship Programs, it will be dealt with through the Joint Apprenticeship Training Committee (the “JATC”). All Apprentices shall be governed by the Alberta Apprenticeship Act and shall in all cases be Members of the Union and attend Apprenticeship classes when notified to do so by the JATC, and shall be subject to discharge at the request of the Union for non-attendance unless the Apprentice has a valid reason.

16.10 The JATC shall consist of equal representation from the Union and Employers. It shall be the responsibility of the JATC to set Plasterers Apprentice training standards, implement training programs, deal with any grievance or complaint arising out of Apprenticeship and meet on notification of either Party. Any decision arrived at by this committee shall be binding on all concerned.

Both parties agree that Apprentices should be required to process and present an “Apprentice Blue Book”, an Apprentice log in which the Employer would be required to record the amount of time in their employ and as accurately as possible the type of work completed. The Apprentice book is to be utilized to document all hours worked. These hours are to be verified by an Employer’s representative and the Apprentice.

ARTICLE SEVENTEEN - HEALTH & WELFARE AND PENSION PLANS

17.01 The Employer acknowledges the OPCMIA Health & Welfare Plan of Alberta and the OPCMIA Pension Plan of Alberta (the “Plans”), as amended on October 4th, 2004, between the Union and the Association and the Alberta Wall & Ceiling Association and such other Employers who from time to time enter into collective agreement with the Union requiring contributions to these Plans and agrees to be bound by the terms of that Agreement, as amended from time to time by the decisions of the Trustees appointed from time to time hereunder.

17.02 The Employer shall contribute to the Plans as per the applicable wage schedule listed in Addendum I or II.

- (a) For the OPCMIA Health & Welfare Plan of Alberta, the Employer shall contribute for every **hour worked** by the Employee under the terms of this Agreement.
- (b) For the OPCMIA Pension Plan of Alberta, the Employer shall contribute:
 - (i) For all work performed pursuant to **Addendum I - Industrial**, for every **hour earned** by the Employee under the terms of this Agreement.
 - (ii) For all work performed pursuant to **Addendum II – Non-Industrial**, for every **hour worked** by the Employee under the terms of this Agreement.

Such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are a payment in excess of the wage rates set out in this Agreement and do not constitute a payment of wages.

- 17.03** Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer and the gross contributions of the Employer for all hours worked by all Employees under the terms of this Agreement in a month, up to and including the last pay period of the said month shall be forwarded by the Employer to the Plans not later than the 15th day of the month following, at such address as determined by the Trustees from time to time.
- 17.04** It is understood that the contributions negotiated under this Article are for the benefit of Members of the Union as recognized by the Trustees, for the said Plans, who shall continue to have full discretion to make from time to time reasonable rules in this respect.
- 17.05** Neither party shall be liable or responsible for any debts, liabilities or other obligations of the Plans other than provided for in this Agreement and under all circumstances the individual Employers liability is limited to the contribution noted in the applicable **Addendum** as listed in **Clause 17.02**.
- 17.06** Where an Employee performs work that would require the Employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable, then the Employer shall be deemed to have kept such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of the Plans.
- 17.07** In the event of any liquidation, assignment or bankruptcy of such an Employer on whose behalf Employees have been performing work entitling them to receive contributions to the Plans as is hereinbefore provided, is deemed to be held in trust for the Trustees of the Plans and such shall be deemed to be separate and apart and form no part of the estate in liquidation assignment or bankruptcy whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE EIGHTEEN - TRAINING FUND

- 18.01** (a) The purpose of the Plasterers' Apprenticeship Training Fund is to provide Members with the opportunity to acquire and improve their skills, including all industry safety training requirements. The program shall be administered by the Union and an annual audit shall be provided by the Union to the JATC.

- (b) The Employer shall contribute to the Plasterers' Apprenticeship and Training Fund as per the applicable Addendum Wage Schedules.
- (c) The Employer shall contribute for every **hour worked** by the Employee under the terms of this Agreement. Remittances to the Plasterers' Apprenticeship Training Fund shall be made to the Union by a separate cheque.

ARTICLE NINETEEN - JURISDICTIONAL DISPUTES

19.01 In the event of a jurisdictional dispute, such dispute shall be settled without permitting same to interfere with the progress or prosecution of work in the following manner:

- (a) The Employer shall assign the work in accordance with current "Decisions or Agreement of Record" between the disputing Unions.
- (b) If no "Decisions or Agreements of Record" exist, the Employer shall make an assignment of work and the dispute will be settled if possible, on a local level, by the Unions involved.
- (c) If the dispute cannot be settled as laid out in **Clause 19.01(b)** then all jurisdictional disputes arising between the Parties to this agreement with any of the affiliated trade organizations comprising the Alberta [and N.W.T.] Building Trades Council shall be settled in accordance with the Procedural Rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.
- (d) If the dispute cannot be settled on a local level, it shall be referred to the International Unions involved for settlement. If the International Unions are unable to resolve the dispute, then the matter shall be referred to the Impartial Jurisdictional Disputes Board of the Building and Construction Trade Department of the AFL/CIO for settlement.
- (e) In any event, there shall be no stoppage of work over any jurisdictional dispute.
- (f) A jurisdictional dispute shall not be grievable under the provisions for the handling of grievances contained within this Agreement.

ARTICLE TWENTY - GRIEVANCE PROCEDURE

20.01 Definitions

- (a) "Party" or "Parties" for purposes of the grievance procedure mean the Employer, Employers' Organization, or the Union.
- (b) A "grievance" is a difference respecting the interpretation, application, operation, or an alleged violation of the Collective Agreement.
- (c) A "policy grievance" is a grievance respecting how the collective agreement should be interpreted or applied, or a grievance that affects the Union, the bargaining unit, or the Employers' Organization as a whole.

- (d) An “A&D grievance” is a grievance respecting the interpretation, application, operation or alleged violation of the *Canadian Model*, or respecting the section(s) of the collective agreement that adopts the *Canadian Model* and articulates the exceptions or limitations. An A&D grievance is not a difference arising from a circumstance that has an alternative appeal process.
- (e) “Days” means calendar days.

20.02**Application**

- (a) It is agreed that the maintenance of harmonious relations between the Parties requires the prompt notice of any complaints or differences and the prompt filing and disposition of grievances. Timelines contained within the Grievance Procedure shall be adhered to and failure to meet these timelines may be considered in determining a remedy. Timelines may be extended only by mutual written consent.
- (b) Jurisdictional disputes shall not be settled by the Grievance Procedure.

20.03**Pre-Grievance Process**

Where an Employee(s) has a workplace issue that could lead to a grievance, the Union will notify the Employer via e-mail within 7 days of the date the Employee(s) became aware of the issue. The Employee and a representative of the Union will attempt to resolve the matter with the Employer informally by providing the relevant facts, documentation and discussing the details of the issue

20.04**Grievance Process**

- (a) If the issue is not resolved by the pre-grievance process, and the Union wishes to advance the issue, it must submit a formal grievance to the Employer within 14 days of the date the Employee(s) became aware of the issue, utilizing the Grievance Form appended to this Agreement. When submitting the Grievance Form, the Union will include all relevant facts, details, and pertinent documentation it relies upon.
- (b) The Employer will investigate the grievance and provide a written response within 7 days of receipt of the Grievance Form, and will include all relevant facts, details, and pertinent documents it relies upon.
- (c) If the grievance is not resolved at this point, the Union may, within 7 days of receipt of the response, refer the grievance to the Joint Grievance Panel (“JGP”).
- (d) A & D or Policy grievances may only be referred to the JGP on agreement of both Parties. In the absence of agreement, these grievances are referred directly to Arbitration.

20.05**Joint Grievance Panel (JGP)**

- (a) The JGP will consist of 2 Union and 2 Employer representatives appointed by the Parties from a standing roster. Representatives of the Employer or Union affected by the matter being heard may not be appointed to the JGP.

- (b) Alternatively, at the time of referral of the grievance, the Parties may agree to establish a Panel of 3 or 5 individuals, comprised of a neutral chair and an equal number of Union and Employer representatives from the roster. The neutral chair may be whomever the Parties to the grievance agree on. The cost of a neutral chair will be shared between the Parties.
- (c) Within 14 days of the grievance being referred to the JGP, the Panel will convene to hear the grievance. It is intended that the hearing will be less formal than an arbitration hearing. The rules of evidence will not be strictly applied, and the Parties will not be represented by legal counsel.
- (d) The JGP will issue a written recommendation, or advise it is unable to agree on a recommendation within 2 days of hearing the grievance.
- (e) If the Parties utilize a neutral chair, or prior to the hearing agree to be bound by the recommendation of the majority of the JGP, the recommendation is final and binding.
- (f) If the recommendation is not final and binding as described in (e), or if the JGP advises it is unable to agree on a recommendation, either Party may refer the grievance to arbitration within 7 days of receipt of the JGP's communication.
- (g) The JGP roster will be established and maintained by the Union and Registered Employers' Organization. The Union and Registered Employers' Organization will provide a mandatory training and development program for appointees to the roster.

20.06

Policy Grievance

- (a) A policy grievance will be initiated by the Union or Registered Employers' Organization within 14 days of reasonably becoming aware of the occurrence giving rise to the dispute. The grievance will be provided to the Business Manager of the Union or the President or designate of the Registered Employers' Organization.
- (b) The Union or Registered Employers' Organization will respond within 7 days of receipt of the grievance.
- (c) Should the matter remain unresolved, the Union or Registered Employers' Organization may refer the grievance to arbitration, or by agreement, to the JGP, within 7 days of receipt of the response.

20.07

Arbitration

- (a) Within 14 days of receipt of notification of the referral to arbitration, the Parties will appoint an arbitration board comprised of a chair and an Employer and Union nominee, except where the Parties agree to appoint a sole arbitrator to settle the difference.
- (b) Where the Parties appoint an arbitration board, they will notify the other Party and Chair who their respective nominees shall be.
- (c) If the Parties are unable to agree to a person to act as an arbitration board chair or sole arbitrator within 14 days of the referral to arbitration, either Party may request that an appointment be made pursuant to *Section 137 of the Labour Relations Code*.

- (d) Within 3 months of appointing an arbitration board or single arbitrator, an arbitration hearing will be convened and within 60 days after the completion of the hearing, a final and binding decision will be provided to the Parties.
- (e) Each of the parties shall bear the expenses of its nominee and the Parties agree that the unsuccessful party will pay the expenses of the Arbitrator.
- (f) Notwithstanding (e) above, an arbitration board or single arbitrator may exercise their discretion to rule that the costs of the arbitration is shared equally.

ARTICLE TWENTY-ONE – CONSULTIVE COMMITTEE

- 21.01** The parties mutually agree that there shall be a Consultive Committee (the “Committee”) set up consisting of not less than 4 Members or more than 6 Members with equal representation from the Union and the Association. Equal voting rights for both parties to this Agreement shall be maintained at each meeting of the Committee.
- 21.02** Regular Meetings of the Committee will be scheduled in early Spring for the duration of the agreement. If circumstances require, either Party can request a special convening of the Committee.
- 21.03** Items for discussion will be forwarded to the spokespersons of the Parties for development of an Agenda that will be circulated approximately 2 weeks prior to the meeting. Items will be in reference, but not limited to, the review of upcoming projects or Provincial forecasts in regard to specific trade needs, target marketing, the shifting needs of training, specialized skills, workforce needs.
- 21.04** The objective of this Committee is to attempt to resolve problems such as Agreement obsolescence and matters not specifically outlined in this Agreement and alleged violation of this Agreement.
- 21.05** In the event of an alleged violation of the Agreement which has not been settled in the Grievance Procedure and is received by the Committee, it shall meet and hear the complaint within 5 working days of receiving notice prior to proceeding to Arbitration.
- 21.06** The Committee shall render its decision within 2 days after hearing complaints.
- 21.07** The Committee shall have full powers to investigate any and all complaints, obtain such evidence as they deem necessary and recommend such action that they feel is necessary.
- 21.08** This Committee may agree to recommend changes to the provisions of this Agreement to provide for greater uniformity and/or conditions unique to the special needs of the industry. Any changes to the Agreement must be ratified by the parties’ signatory hereto before they are implemented.

- 21.09** This Committee shall have joint Chairmanship, 1 from the Union and 1 from the Association who will Chair alternate meetings.

ARTICLE TWENTY-TWO – SAFETY

- 22.01** A water container for drinking purposes and a first aid kit, meeting Alberta Occupational Health & Safety Code and Regulations to be provided on all jobs.

- 22.02** Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

- (a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.
- (b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

Alcohol & Drug Policy

22.03 **Concurrence**

Except for the matters set out in articles 22.02 and 22.03 below, the *Canadian Model for Providing a Safe Workplace* Version 6.0, [the “*Canadian Model*”], will be implemented by agreement under this Collective Agreement for the purposes set out in section 2.0 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

22.04 **Random Testing**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

22.05 **Site Access Testing and Dispatch Conditions**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, subject to the Case Management model in this Collective Agreement, section 5.5 of the *Canadian Model* will not be applicable to

testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the *Canadian Model* with respect to such a positive test.

22.06 Reasonable Cause and Post Incident Testing

Any drug testing required by the Employer pursuant to 4.4, 4.5 or 4.6 of the *Canadian Model* shall be conducted by oral fluid testing in accordance with 4.8.2 of the *Canadian Model*.

22.07 Risk Assessment

If an Employer requests a Employee to participate in a Point of Collection Testing (POCT) risk assessment pursuant to 4.8.5 of the *Canadian Model*, and the Employee provides the urine sample, and the laboratory drug test result is negative, the Employee shall be paid for any time the Employee would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the Employee's conduct in respect to the incident or reasons for the test request. If the Employee declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the Employee shall not be entitled to any pay for time the Employee would have otherwise worked while waiting for the laboratory result.

22.08 Test Results

The Employer, upon request from an Employee or former Employee, will provide the confidential written report issued pursuant to 4.9 of the *Canadian Model* in respect to that Employee or former Employee.

22.09 Collection Site Documentation

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections A-2 Urine Testing (10) and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

Safety Training Certificates

- 22.10** (a) The Training Trust Fund will provide and fund the following **compulsory** site and safety training for all Employees:
- Fall Arrest
 - Construction Safety Training System (CSTS)
 - Hilti – Powder Actuated Tools
 - Respiratory Training – Care & Use (does not include Fit Test)

The following will be provided upon **Employer request only**:

- First Aid
 - Confined Space Entry (CSE)
 - H2S Alive
 - Aerial Work Platform (AWP)
 - Or as referred to in **Clause 18.01**
- (b) Employees dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
- (c) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the Employee.
- (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any Employee who has been in their employ for more than 60 calendar days.
- (e) Employees will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with (d) above and the Employer will pay any fees charged for such renewals.

22.11 Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.

22.12 (a) The Parties are committed to eliminating unnecessary, duplicative safety training. Therefore, Employees shall disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, Employees shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

(b) Where the Union operates a training database, Employers shall disclose any safety training certifications provided to Employees while at work to the Union so that it may be entered into the database.

Joint Worksite Health and Safety Committees (JWHSC)

22.13 (a) A JWHSC shall be formed and maintained pursuant to section 16 of the *Occupational Health and Safety Act* [the *Act*], or health and safety representatives shall be designated pursuant to section 17 of the *Act*, for larger and smaller Employers respectively.

- (b) A JWHSC in respect of the Employees of one Employer on a single Employer site:
 - (i) Shall consist of 4 members, unless the Employer and Union agree to a larger committee.
 - (ii) The Union shall appoint one half of the members through a process consistent with the constitution of the Union.
 - (iii) In the event a member is transferred from the site or laid off, the Union shall appoint a replacement within 7 calendar days.
 - (iv) The Employer shall appoint one half of the members, and in the event an appointee is ineligible to serve, shall appoint a replacement within 7 calendar days.
 - (v) The Employer shall post the names and contact information in accordance with the legislation.
- (c) A JWHSC in respect of the Employees of one Employer on a multi-Employer site:
 - (i) Shall consist of 4 members, unless the prime contractor or if there is no prime contractor, the unionized Employers at the work site and the group of Unions representative of Employees at the work site agree to a larger committee.
 - (ii) The Unions representative of Employees on a multi-Employer work site shall jointly select and appoint one half of the members. The selection process shall take into consideration the projected compliment of trades at the work site.
 - (iii) In the event a member is transferred from the site or laid off, the Unions representative of Employees at the work site shall jointly select and appoint a replacement within 7 calendar days. The selection process shall take into consideration the compliment of trades projected for the work site at that time.
 - (iv) The prime contractor, or if there is no prime contractor, the unionized Employers at the work site collectively, shall appoint one half of the members, and in the event an appointee is ineligible to serve, shall appoint a replacement within 7 calendar days.
 - (v) The prime contractor, or if there is no prime contractor, the Employers shall post the names and contact information in accordance with the legislation.

Site and Environmental Conditions, Inclement Weather

- 22.14** (a) Issues respecting:
- (i) extreme temperatures (on site or in Employer-provided or owner-provided accommodations),
 - (ii) air quality, and
 - (iii) site environmental hazards
- shall be referred to and addressed by such joint committees or the health and safety representative and the Employer, whether or not such issues are required by the *Act* to be included in the duties of such committees or representatives.

- (b) The guideline charts at pages 40, 42 and 49 in the booklet posted at <https://ohs-pubstore.labour.alberta.ca/gs006> shall be among the considerations taken into account by Employers, and by the joint committee or health and safety representatives when evaluating precautions required in extreme or adverse weather conditions.

ARTICLE TWENTY-THREE - CANADIAN FORCES RESERVES

- 23.01** The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for Employees who serve as Members of the Canadian Forces Reserves, in accordance with provincial and federal law and the “Declaration of Support for the Reserve Force” signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.

ARTICLE TWENTY-FOUR – BUILDING TRADES OF ALBERTA DUES CHECK OFF

- 24.01** The Employer shall deduct \$0.06 per hour worked from wages of the Employee as a check-off to the Building Trades of Alberta [the “Council”]. Such deductions shall be paid for every Employee covered by the terms of an operation of this collective agreement. The money so deducted shall be remitted in the same manner as Union dues are remitted under this Collective Agreement and within the same time frames.

At the option of the Employer, the Employer may remit such monies directly to an account designated by the Council, under the same timings and conditions as are in force for submission to the Union.

- 24.02** The monies deducted by the Employer for the Council check-off shall be deemed to be in trust. Where the Employer chooses to remit the checkoffs to the Union the same shall be remitted by the Employer and received by the Union in trust for the Council.

- 24.03** In any event the Employer shall report to the Council, either as part of the Employer’s report to the Union or as noted below, in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:

- (a) the name and social insurance number for each Employee on whose behalf the deduction was made;
- (b) the number of hours worked;
- (c) the amount of money deducted;
- (d) the Employee’s trade union affiliation;
- (e) a nil return where applicable.

In making this report directly to the Council, the Employer may use their own

computer or hand generated records or may make use of forms supplied by the Council, such forms to be available to the Employer on request and at no cost to the Employer.

ARTICLE TWENTY-FIVE - EMPLOYER ASSOCIATION DUES

- 25.01**
- (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.
 - (b) The rate of dues levied by the Association shall be as of the effective date of this Collective Agreement, and amended from time to time with notice to the Employer, for each and every hour worked by Employees of the Employer that are affected by Construction Registration Certificate #64 and by this Collective Agreement.
 - (c) In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 165 of the Labour Relations Code and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.
 - (d) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Case Managed Aftercare Program, and the Audiometric Program. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.
 - (e) The collection of Workforce Development Trust Initiative fees is suspended. In the event of an alternative option being presented and accepted by the Union and Association, via recommendation of the Consultive Committee, the fees will be reinstated for contribution.
- 25.02** All cost relating to the administration of the fund(s) shall be borne by the Association.

ARTICLE TWENTY-SIX - ENABLING

- 26.01** It is agreed that if this Agreement or parts thereof, due to economic or other hardships, creates a burden on either party, the parties shall meet and discuss these matters of concern. In the event of mutual agreement between the parties, the Agreement may be amended or revised in writing prior to the termination date of this Agreement and all parties signatory would be bound to these changes.
- 26.02** If by mutual agreement between Employers and Union it is determined that certain jobs would only be attained by altering the terms of the Collective Agreement, then the Employer must apply to enable by filing an Enabling Form with the Union before the bid closing date.

ARTICLE TWENTY-SEVEN – RESPONSE TO UNFORESEEN CIRCUMSTANCES & JOINT ENVIRONMENTAL SCANS

- 27.01**
- (a) The parties agree that a formal collaborative process between the Unions and Employers is required in order to remain competitive and regain market share amid our current conditions and economic uncertainty. The intent of such meetings is to ensure all affected parties are consulted and urgent matters are resolved within a two-week window. The parties shall formally establish primary contacts as well as their alternates.
 - (b) Should an issue arise that either the Unions or the Employers' Organizations need to have addressed, they shall complete the Joint REO-BTA Meeting Request form and send it to the designated representative of the Building Trades of Alberta or the Coordinating Committee of Registered Employers' Organizations.
 - (c) Upon receipt of the form, the receiving party shall have a maximum of 7 calendar days to formally respond to the request and arrange a joint meeting which shall occur within the next 7 calendar days. If circumstances require an extension of these timelines due to factors out of the control of either party, this request must be communicated, and an alternate date/time must be arranged. Should subsequent meetings be required, dates shall be agreed to prior to the end of the initial/last joint meeting.
 - (d) All discussions and decisions resulting from such joint meetings shall not constitute binding agreements unless the individual parties explicitly enter into such agreements. Utilization of this process to discuss grievance matters shall not affect established grievance timelines.
 - (e) The parties shall meet to review this process after 1 year to evaluate the effectiveness of the process and to implement changes if deemed necessary by both parties.

***Joint meeting request form to be utilized by either the REO or BTA which must contain a minimum of a designated individual and an alternate (i.e BTA-Executive Director and BTA Chairman, REO-President and Board Chair)*

ARTICLE TWENTY-EIGHT - SAVINGS CLAUSE

28.01 In the event that any part of this Agreement is found to be illegal by any court of law or by any Federal or Provincial administration agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of this Agreement and that such findings shall not affect the remainder of this Agreement. It is further agreed that the parties to this Agreement may mutually agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to the statutes violated.

ARTICLE TWENTY-NINE - DURATION OF AGREEMENT

29.01 This Agreement is in full force and effect from November 24, 2019 through to and including April 30, 2023.

29.02 Should either party desire to change, amend, or alter this Agreement notice in writing shall be given to the other Party hereto not less than 60 days and not more than 120 days preceding the expiry of the term of the Collective Agreement. Should such notice be given this Agreement will continue in force until such time as the Union or the Employer commence a lawful strike or lockout or conclude a new Collective Agreement.

All of which is agreed this 27 day of January, 2020

**Construction Labour Relations -
An Alberta Association Plasterers
(Provincial) Trade Division**

**Operative Plasterers' and Cement
Masons' International Association
Local 222**

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

**Joe McFadyen
President**

**George Emery
Business Manager**

Letter of Understanding #1 – Overtime Provisions

by and between

**Construction Labour Relations – An Alberta Association
Plasterers (Provincial) Trade Division
(the “Association”)**

and

**Operative Plasterers’ and Cement Masons’ International Association of the United States
and Canada, Local Union 222
(hereinafter referred to as the “Union”)**

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate #64, and

Now Therefore It Is Agreed as follows:

1. Overtime Premiums

All references in the Collective Agreement providing for the payment of double time shall be deemed to have been suspended and amended to provide for time-and-one-half.

2. Exception

Payment of double time shall nevertheless apply to work performed on Labour Day, Remembrance Day and Christmas Day.

3. Duration

This Letter of Understanding may be terminated at any time by agreement of the Parties subject to agreement of the Building Trades of Alberta and the Coordinating Committee of Registered Employers’ Organizations. In any event, this Letter of Understanding shall terminate at 11:59 pm on April 30th, 2023.

4. Grandfathering

In the event this Letter of Understanding is terminated, whether by agreement or on April 30th, 2023, the provisions of this Letter of Understanding shall continue to apply to any work that is tendered by an Employer prior to the termination of this Letter of Understanding.

5. Exception for Current Work

Work tendered prior to and ongoing at the effective date of this Collective Agreement shall continue in accordance with the overtime provisions in effect at the time the work was tendered. However, work pursuant to change orders and scope changes negotiated after the effective date of this Collective Agreement shall be performed in accordance with **1.** and **2.** above.

6. This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed the 27 day of January, 2020.

**Construction Labour Relations -
An Alberta Association Plasterers
(Provincial) Trade Division**

**Operative Plasterers' and Cement
Masons' International Association
Local 222**

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

**Joe McFadyen
President**

**George Emery
Business Manager**

Letter of Understanding #2 – Special Project Needs Agreements (SPNA)

by and between

**Construction Labour Relations – An Alberta Association
Plasterers (Provincial) Trade Division
(the “Association”)**

and

**Operative Plasterers’ and Cement Masons’ International Association of the United States
and Canada, Local Union 222
(hereinafter referred to as the “Union”)**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from November 24, 2019 through April 30, 2023 as set out in the said Collective Agreement, and

Whereas the Parties hereto understand that certain of the provisions of the said Collective Agreement may not be appropriate in the competition for certain projects, and

Whereas the Parties are jointly committed to the enhancement and retention of the share of the market performed by Employers and Employees who are bound by the said Collective Agreement,

Now Therefore it is Agreed as Follows:

- 1) An SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
- 2) An Owner is an organization developing an Industrial Construction project in Alberta. An Employer shall be a General Contractor on the date of application bound by at least 4 Registration Collective Agreements. The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.
- 3) An Owner, an Employer or the Building Trades may apply for an SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers’ Organizations [the “Coordinating Committee”] and shall specify the location of the project and the scope of the work to be performed.
- 4) If the project gate is beyond daily commuting distance [beyond 125 kilometers of the city centre of either Calgary or Edmonton] the SPNA for the project shall be in the form Template A posted at www.clra.org.
- 5) If the project gate is within daily commuting distance [within 125 kilometers of the city centre of either Calgary, or Edmonton or within 45 kilometers of the city centre of Red Deer] the SPNA for the project shall be in the form Template B posted at www.clra.org.

- 6) Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
- 7) Either Party to this Collective Agreement, who challenges that an applicant owner or Employer meets the requirements in 2) above or that the project meets the requirements of 4) or 5) above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
- 8) Upon the filing of a grievance under 7), all other grievances steps and timelines shall be waived, and the grievance shall be heard, and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
- 9) Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the thirty-first day after the SPNA is received from the Chair of the Coordinating Committee.
- 10) This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.
- 11) SPNAs may also be addressed by the parties, on their own or in concert with others by agreement.
- 12) If an Employer has bid, secured or is performing work under the Provincial Plasterers Collective Agreement and said work subsequently becomes covered by a SPNA, the Employer may elect to continue to have the terms and conditions of the Provincial Plasterers Collective Agreement remain in full force and effect.

This election shall only occur if the adoption of the Project Agreement would result in increased cost or hardship to the Employer. Upon the request of the Union, the Employer will provide the Union with evidence of such.

All of which is agreed this 27 day of January, 2020:

**Construction Labour Relations -
An Alberta Association Plasterers
(Provincial) Trade Division**

**Operative Plasterers' and Cement
Masons' International Association
Local 222**

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

**Joe McFadyen
President**

**George Emery
Business Manager**

ADDENDUM I – INDUSTRIAL WORK (Including Trowel Applied Plastering & Fireproofing Work)

ADDENDUM I - ARTICLE I-1: INDUSTRIAL DEFINITION

- I-1.01** (a) Industrial construction work is defined as the application of Fireproofing coatings by the Employer or work falling under the jurisdiction of the Plasterer on construction sites of but not limited to:
- Electric, hydro or thermal power generation plants
 - Development of Mining and Smelting Properties
 - Development of Oil Sands Properties
 - Oil Refineries, Upgraders and all form of hydrocarbon production, extraction or processing
 - Development of Chemical Plants
 - Pulp, paper or timber/wood processing mills or sawmills
 - Production and processing plants for natural gas, liquid petroleum products and manufactured gases
 - Base/Precious/Other Metal production plants or upgraders of any and all kinds
 - Pumping and compressor stations
 - Cement, lime and gypsum plants
- (b) If the work to be completed cannot be classified as one of the above, the Union and the Employer shall jointly decide whether the site/project contract falls within the scope this Addendum prior to the job being bid. The Union shall in its opinion determine whether it falls within the scope of this Addendum if no joint decision was made prior to the bid closing.

ARTICLE I-2: HOURS OF WORK

- I-2.01** The following clauses are designed to identify the regular and overtime hours of work and are not to be construed as a guarantee of hours of work per day, per week or with respect to days in any week.
- I-2.02** The regular working week shall consist of 40 hours of employment Monday to Friday or as referred to in **Clause 15.01**.
- I-2.03** A non-paid lunch break of a ½ hour duration will be taken halfway through each shift.
- I-2.04** There shall be a paid break of 10 minutes in each half of an 8 hour shift and a paid break of 15 minutes in each half of a 10 hour shift. There shall be a break of 10 minutes every 2 hours thereafter.

ARTICLE I-3: SHIFTS AND OVERTIME

- I-3.01** For out of town work where the project will be concluded in 2 working days or less past the end of the regular shift, Employee(s) shall have the option of working to complete the job at the regular shift rates for the project.
- I-3.02** When an Employee loses a regular day, through implementation or termination of shift work, the Employee shall be paid a regular working days pay for the day lost.
- I-3.03** When 10 hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, paid at the applicable rate, approximately equally spaced in the 10 hour shift. In the event an Employee is not able to take a break, the Employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which workdays are regularly scheduled in excess of 10 hours. A change in the scheduling of breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change.
- I-3.04**
- (a) Any regular shift with a start and end time not falling within the time frame of 7:00 a.m. to 5:30 p.m. shall be subject to a shift premium of \$3.00 per hour for the entire shift.
 - (b) The Employer may vary the start/quit times by changing the scheduled starting time up to 2 hours at their option. Variances beyond 2 hours shall be agreed mutually by the Employer and the Union and the consent to variance will not be unreasonably withheld.

Overtime

- I-3.05** All hours in excess of the regular scheduled hours per day, as per **Article 15**, and 40 hours per week until a break of 8 hours occurs, shall be considered overtime. All overtime during the regular work week to be paid at time and one half the Employee's regular hourly rate of pay until a total of 50 hours in any 1 week is worked and after 50 hours the overtime shall be double [double time suspended as per Letter of Understanding #1] the Employee's regular hourly rate of pay. All hours worked on Saturdays and Sundays shall be paid for at double [double time suspended as per Letter of Understanding #1] the Employee's regular hourly rate of pay.

10 days on 4 days off (10&4)

- I-3.06** When a 10 day on and 4 day off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least 3 working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

4 days of 10 hours

I-3.07 A compressed work week of 4 days of 10 hours may be worked at straight time rates. The 4 days of 10 hours must be worked consecutively. The first 2 hours of overtime on the 4 days of 10 hours schedule shall be paid at time and one half the regular hourly rate of pay. All others to be paid at double the regular rate [double time suspended as per Letter of Understanding #1].

- I-3.08**
- (a) If the 4 days of 10 hours are being worked and 1 or more days of work are lost during that week due to inclement weather, the Employer may schedule Friday as a make-up day. Hours worked on the Friday are to be paid at straight time rates up to 10 hours in the day or until the 40 hours [reduced appropriately when a statutory holiday occurs during that week] in the week have been worked after which overtime provisions apply. Employees shall not refuse to work the make-up day and the Employer shall not force an Employee to work if said Employee has a legitimate reason for not working. The Union and the Employer jointly shall determine whether the reason is legitimate.
 - (b) In circumstances where Friday is a regular scheduled overtime day, **Clause I-3.08(a)** will not apply and applicable overtime rates will apply as per **Article 12**.

I-3.09 Provisions for Meals on Overtime

- (a) When Employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the 10th hour, to provide a meal at no cost to the Employees, for those involved. One-half hour at the regular hourly rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than 5 hours after the last mealtime. Should an Employee be requested to continue work, then an additional hot meal shall be supplied every 4 hours under the same conditions above.
- (b) Should an Employee not be provided with meals as set out in the preceding paragraph, they shall receive an allowance of \$50 in lieu of the meal and the time to consume the meal.
- (c) Where a shift in excess of 11 hours but not longer than 12 hours is worked, and when camp accommodations are provided and a meal is provided at the end of the shift, no meal allowance shall be payable. When such shifts are worked, break times may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted.
- (d) Where a supervisor is required to:
 - (i) start up to 1 hour earlier, or
 - (ii) finish up to one 1 hour later, or
 - (iii) start up to ½ hour earlier and finish up to ½ hour laterthan the Supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **I-3.09(a)** will not apply unless those provisions are applicable to the rest of the crew.

ARTICLE I-4: LOCAL RESIDENTS, TRANSPORTATION, ACCOMMODATION,

Local Residents

- I-4.01** (a) A local resident is an individual who resides within a 75 kilometer radius of the centre of a job site which is beyond daily commuting distance from the Geodetic Monument, and has resided within such radius of the site for a period of not less than 6 months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.
- (b) **Process for Determining Local Status**
Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representatives of the Employer and the Union shall determine the individual's acceptability as to residency only. The Consultative Committee may provide direction in addition to the process set out below to determine the "real residency" test for those people wishing to be designated as a Local Resident.
- (c) **Process for determining "Real Residency"**
In making the determination as to whether a person is a "Local Resident" for the purposes of the Collective Agreement, the following factors will be taken into consideration:
- (i) the dwelling place of the person's spouse and dependents;
 - (ii) personal property and social ties to the community;
 - (iii) residential ties elsewhere;
 - (iv) permanence and purpose of residence in a particular community;
 - (v) documentation of:
 - (1) property tax and rent receipts, telephone, gas or other utility receipts;
 - (2) driver's license
 - (3) vehicle registration or pink card;
 - (4) income tax;
 - (5) unemployment insurance documents;
 - (6) voters' list registration;
 - (7) Employee benefit fund administration registrations.
- (d) Local Residents residing within a 45 kilometer radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.

Local Residents residing between a 45 kilometer radius and a 75 kilometer radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of \$36.00 per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of

\$19.00. For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Sapræe Creek will be considered to be residents of Fort McMurray for projects north of Fort McMurray and residents of Fort McKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray.

- (e) Where a Camp Kitchen is established and where all Employees, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to themselves. In those instances where bagged lunches are provided to Camp Residents and hot soup is delivered to the jobsite, Local Residents shall be entitled to receive hot soup.
- (f) Where a Local Resident Employee is required to work overtime, they shall be entitled to overtime meals in accordance with this Agreement.
- (g) The Parties agree that the early participation of qualified Local Resident Employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradespersons will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the Parties.

The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other regions where a Client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members, the Parties will meet and address the issue.

Daily Commuting

I-4.02 The following conditions will apply on jobs within daily commuting distance of the Geodetic Monument, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.

- (a) (i) A 45 kilometer radius free zone from the Geodetic Monument or around any place in which Employees are temporarily domiciled by the Employer shall be established.
No transportation or travel allowance shall be applicable within the free zone. [Subject to **Clause I-4.02(a)(ii)**]
- (ii) Notwithstanding the foregoing, on major construction projects located within the free zone, around the Geodetic Monument, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed 500, the affected Parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The Parties shall consider such considerations as climate, seasons, road capacity,

- other projects and industries using the same corridors, workforce curves, and site infrastructure.
- (iii) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of 5 test runs each way, conducted coincident with the times when Employees are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Employees shall be paid an allowance for time regularly and routinely in excess of 45 minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each Employee. The allowance will be paid only to Employee who ride on the provided buses, and only for the days on which they ride the buses.
 - (iv) It is agreed that if a major petroleum/petro-chemical project is undertaken in the area south of Redwater but north of the free zone such project will be deemed to be included within the free zone.
- (b) For projects beyond the 45 kilometer free zone for which daily travel is required, the Employer will have the following options;
- (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the Employees, as a vehicle allowance, at the rate of \$0.52 per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The Coordinating Committee and the Building Trades of Alberta shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first 5,000 kilometers, and a lower rate for additional kilometers. The Coordinating Committee and the Building Trades of Alberta shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1st of each year, to the rate so determined by the Coordinating Committee and the Building Trades of Alberta.

The travel allowance shall be calculated based on traveling at 80 kilometers per hour, at the Employee's applicable base rate, from the point where the edge of the 45 kilometer radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

Example:

A Journeyperson Member traveling in May 2019 to a project located 40 road kilometers from the edge of the free zone at 80 kilometers per hour each way would receive the following for each day worked:

<u>Travel Allowance:</u> 80 km @ 80 km per hour	
1 hour at base rate of \$42.42=	\$42.42
	+

<u>Vehicle Allowance:</u>	
80 km.@ \$0.52 cents per km. =	<u>\$41.60</u>
For a total of	<u>\$84.02</u>

Where the Employer provides the transportation the travel allowance would be paid but the vehicle allowance would not be payable.

- (c) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- (d) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
- (e) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of 2 hours at the applicable straight time rate.
- (f) If an Employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of \$0.52 per kilometer traveled if the Employee uses their own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (g) Employees required to travel out of a city or town to another job after working a shift, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.
- (h) When an Employee is being paid subsistence allowance in accordance with **Clause I-4.05(a)(iii) or I-4.05(b)(iii)**, and when there is no accommodation available within 45 kilometers of the project on which the Employee is

engaged, the Employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometers beyond a 45 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometer radius of the project becomes available, the payment of the travel allowance will cease.

Initial and Return Transportation to Remote Sites

- I-4.03**
- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under **Clause I-4.02(b)** would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in **Clause I-4.03(c)** below, based upon a radius from the Geodetic Monument, as applicable, as follows:
 - (i) up to 200 kilometers - \$88.00 each way;
 - (ii) 200 kilometers to 300 kilometers - \$124.00 each way
 - (iii) 300 kilometers to 375 kilometers - \$150.00 each way;
 - (iv) over 375 kilometers to 475 kilometers - \$224.00 each way or actual airfare if suitable proof of air transport is provided to the Employer.
 - (v) over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of \$344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
 - (b) The Initial and Return Transportation Allowances set out herein shall be subject to review in January of each year of the agreement. If there is an adjustment in the vehicle allowance, pursuant to **Clause I-4.02(b)**, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2020, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the May 1st, 2020.
 - (c) When transportation is provided by the Employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle [being scheduled days of work for which there is no more than a 1 day of rest scheduled within consecutive scheduled days], an Employee, at the time of dispatch, will be allowed to elect to use the such Employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with **Clause I-4.02(c)**.
 - (i) An Employee who has elected collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.

- (ii) An Employee who has elected collective agreement initial/return/rotation allowances and who is found using Employer provided transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.
 - (iii) If a person who elects collective agreement initial/return/rotation allowances uses Employer provided transportation for their initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - (iv) Regulations shall be established for the use of Employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
 - (v) Notwithstanding the foregoing, an Employee who has elected to use Employer provided transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a one-way commercial bus ticket to the Geodetic Monument, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- (d) An Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for 15 calendar days.
- (i) If the Employee remains on the job until completion of 30 calendar days, the Employee shall qualify for return transportation allowance to be paid with their final pay at the subject site.
 - (ii) If, prior to having qualified for either transportation allowance, the Employee is laid off, or the job is completed, or the Employee is transferred to a different work site which is outside the area for which the transportation allowance was to apply, that Employee will be paid any outstanding transportation allowance(s) with their next regular pay.
 - (iii) If the Employee is transferred to a different work site that is within the area to which the transportation allowance was to apply, the Employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational leave.

Rotational Leave

- I-4.04** (a) On jobs located beyond a 300 kilometer radius to a maximum of 475 kilometers from the Geodetic Monument, the Employer shall:
- (i) Pay an allowance of \$174.00 after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.
Where the Employee accepts Employer supplied transportation the Employee shall not be entitled to the above allowance.
 - (ii) Allow Employees 5 working days leave after each 35 calendar days of employment on the job.

- (b) On jobs located beyond a 475 kilometer radius from the Geodetic Monument, the Employer shall:
 - (i) Provide a negotiated transportation allowance, not to exceed scheduled airline air fare where scheduled air service is available, or pay an allowance of \$312.00 where airline service is not available, after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.
 - (ii) Allow Employees 5 working days leave after each 35 calendar days of employment on the job.

- (c) The Rotational Leave Allowances set out herein shall be subject to review in January of each year of the Collective Agreement. If there is an adjustment in the vehicle allowance, pursuant to **Clause I-4.02(b)(ii)** the allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2020, the vehicle allowance is increased by 4%, the allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2020.

- (d) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than 25% of the working force shall be on such working day leave.

- (e) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the following.
 - (i) For a project on which the 14&7 cycle applies and transportation is provided, no allowance will be paid nor leave permitted. If no transportation is provided leave shall be granted subject to **Clause I-4.04(d)** and the allowance shall be paid.
 - (ii) For a project on which a 10&4 cycle applies and transportation is provided, leave will be granted subject to **Clause I-4.04(d)** and no allowance shall be paid. If no transportation is provided, leave shall be granted subject to **Clause I-4.04(d)** and the allowance shall be paid.

Accommodation, Room and Board

- I-4.05** (a) Applicable within a 475 kilometer radius of the centre of the Geodetic Monument [but excluding National Parks].

When an Employee is directed or dispatched to work on an out-of-town job, the Employer will provide:

- (i) camp accommodation, which shall be available 7 days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid

by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day throughout the Province of Alberta except for subsistence rates established for specific communities and regions as posted at www.clra.org.

- (iv) On a project/jobsite located over 250 kilometer radius from the Geodetic Monument, 1 additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to their Employer for each occasion the accommodation is used. Where the Employer or the Employer's client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a first or last day of a scheduled shift provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.

- (b) Applicable beyond a 475 kilometer radius of the Geodetic Monument [excluding National Parks and Northwest Territories].

When an Employee is directed or dispatched to work on an out-of-town job which will last at least 5 days, the Employer will provide, on a 7 days per week basis:

- (i) camp accommodation; or
- (ii) mutually agreed room and board; or
- (iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day.
- (iv) The Employee shall be provided with camp accommodation if available or 1 additional day's subsistence for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to their Employer for each occasion the accommodation is used. Where the Employer or the Employer's client is providing return transportation on the same day as the last shift of the week, this provision shall not be applicable.
- (v) Employees failing to report for work on the workday immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to **Clause I-4.05(a)(ii)** or **Clause I-4.05(b)(ii)** above, the difference shall be referred to a balanced committee of appointees of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations, which

committee shall make a final and binding decision within 5 days from the date of referral.

- (d) The Parties agree that wherever practical and workable in all the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the Employer's obligations pursuant to this Article.
- (e) (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
 - (1) provide suitable room and board; or
 - (2) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - (3) the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
 - (I) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Building Trades of Alberta issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established.
 - (II) Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Building Trades of Alberta that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within 5 working days of such request.
- (ii) The Subsistence Review Committee will consist of:
 - (1) 1 representative appointed by the Building Trades of Alberta;
 - (2) 1 representative appointed by the Coordinating Committee of Registered Employers' Organizations;
 - (3) 1 representative appointed by the National Maintenance Council; and
 - (4) 1 representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and/or the General Presidents Agreement.

Appointees shall not be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and 3 meals per day in the community or communities where Employees will be domiciled. If the majority of the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that the majority of the Committee mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within 5 days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades of Alberta.

- (iii) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the Parties, to an Umpire who shall be appointed within 5 days in accordance with the provisions of **Article 9**. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within 5 full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades of Alberta. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an Arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (iv) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this Clause some guidelines are included;
 - (1) In the appropriate case the ability to decide on whether an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
 - (2) To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of

subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.

- (3) Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- (4) The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
- (5) Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this Clause.

There shall be no more than 1 reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.

(f) Applicable to all Regions

- (i) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work.

To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to their primary Alberta residence due to the medical, work, site or weather conditions.

In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease. It is expected that circumstances to which this provision applies will be of short duration.

For the purposes of this Article, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

- (ii) If an Employee chooses to leave before the completion of the shift without the consent of the Employer, they will not be entitled to subsistence allowance for that day [and may be subject to other disciplinary or corrective measures]. If an Employee chooses to leave before the completion of the shift with the consent of the Employer, they will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.

- (iii) All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2018-2025 Camp Rules and Regulations, or any successor thereto.
- (iv) All grievances concerning a camp will be resolved through the grievance procedure provided in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2018-2025 Camp Rules and Regulations.
- (v) Where an Employee is requested to change rooms or camp by the Employer or the client’s designated camp manager during a work cycle, they will be paid 2 hours pay at the straight time basic hourly rate as full compensation for the time to move belongings.
- (vi) Should the request to move from one room to another come from authorized persons employed by the Camp Manager or the Client, the Employee must inform the Employer of the move by the following workday to be eligible for this payment.

ARTICLE I-5: WAGES AND WORKING CONDITIONS

- I-5.01** Apprentice wages shall be based on a percentage of the minimum Journeyman’s regular hourly rate of pay as established by this Agreement and paid as follows:
- (a) Trainee: 53% of the minimum Journeyman’s regular wage.
 - (b) First Year: 55% of the minimum Journeyman’s regular wage.
 - (c) Second Year: 65% of the minimum Journeyman’s regular wage.
 - (d) Third Year: 75% of the minimum Journeyman’s regular wage.

I-5.02 **Wage Schedule**
(a) **Industrial**

	Base Rate	Holiday & Vacation	Health & Welfare	Pension	Training	Gross Rate
Journeymen	\$38.75	\$3.88	\$1.50	\$5.00	\$0.60	\$49.73
Third Year	\$29.06	\$2.91	\$1.50	\$3.75	\$0.60	\$37.82
Second Year	\$25.19	\$2.52	\$1.50	\$3.25	\$0.60	\$33.06
First Year	\$21.31	\$2.13	\$1.50	\$2.00	\$0.60	\$27.54
Trainee	\$20.54	\$2.05	\$0.00	\$0.00	\$0.60	\$23.19

- (b) A Foreman or Acting Foreman premium of \$4.50 shall apply to all hours worked.
- (c) Premium for swing stage is \$2.00 per hour worked.
- (d) Wages shall be paid once a week.

- I-5.03** Journeyperson Plasterers who have no experience in Industrial Fireproofing will be paid as Third Year Apprentices until they have achieved 1,500 hours in Industrial Fireproofing work and must attend and pass the Level III Fireproofing test. [Proof of Hours form required – see **Clause 16.01**]
- (a) In the event a training course and subsequent exam approved by the Union are available to the Employees of Fireproofing Employers, the Employees will attend said course and/or complete the exam.
 - (b) If the Employee does not receive a passing mark [as jointly determined by the Employer and the Union], the Employer may employ the Member at the Third Year Apprentice wage rate until such time as the individual receives a passing mark.
- I-5.04** Any job employing 6 or more plasterers, shall have at least 1 Working Foreman. All Foreman or Acting Foreman shall be a Journeyperson Member of the Union, or an Employer who is a qualified plasterer who shall be in attendance on said job at all times.
- I-5.05** A Foreman shall be paid an additional \$1.50 per hour if that person has achieved the Industrial Construction Crew Supervisor (ICCS) designation from Alberta Apprenticeship and Industry Training. This premium shall apply to all hours worked.
- I-5.06**
- (a) Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department inspection.
 - (b) A separate, warm, clean, dry lunchroom shall also be provided for the specific purpose of eating lunch and/or having coffee breaks.

ARTICLE I-6: TOOLS & SAFETY EQUIPMENT

- I-6.01** On projects where caustic materials are being used and/or fireproof/fire retardant protective clothing is required, it shall be supplied by the Employer as specified in the Occupational Health and Safety Regulations notwithstanding **Clause 22.02**. Personal protective equipment shall be provided by the Employer and shall be appropriate for the season. The clothing shall remain the property of the Employer and shall be turned in to same when an Employee is terminated [for whatever reason]. Failing this, upon agreement with the Union, the Employer may withhold the fair depreciated value of the item(s) from the Employee's last pay until the item(s) are returned. Employees who willfully damage said clothing may be subject to the cost of replacement and/or discipline. The Employer accepts responsibility for normal wear and tear.

This Addendum shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 27 day of January, 2020:

**Construction Labour Relations -
An Alberta Association Plasterers
(Provincial) Trade Division**

**Operative Plasterers' and Cement
Masons' International Association
Local 222**

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

**Joe McFadyen
President**

**George Emery
Business Manager**

Letter of Understanding #I-01 - Rapid Site Access Program

by and between

**Construction Labour Relations – An Alberta Association
Plasterers (Provincial) Trade Division**
(the “Association”)

and

**Operative Plasterers’ and Cement Masons’ International Association of the United States
And Canada, Local Union 222**
(the “Union”)

Whereas:

- 1) The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- 2) The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- 3) Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule Version 6.0* (the “*Canadian Model*”), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant Employees.
- 4) Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.
- 5) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected Employees.
- 6) Comprehensive professional third-party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected Employees in maintaining compliance with the *Canadian Model* and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.
- 7) In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.
- 8) Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

Now therefore, it is Agreed between the Parties hereto that:

- (a) Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
- (b) The Union’s agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine-based testing shall apply.
- (c) Subject to (b) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered Employers’ organization and the Rapid Site Access Administrative Committee.
- (d) For Industrial work, the Employer contributions shall be established by the Association and may be changed by the Board of Directors of the Association and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. RSAP contributions shall be forwarded to the Association. These contributions shall be used by the Association to provide the funding, among other things, for the third-party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
- (e) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 27 day of January, 2020:

**Construction Labour Relations -
An Alberta Association Plasterers
(Provincial) Trade Division**

**Operative Plasterers’ and Cement
Masons’ International Association
Local 222**

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

**Joe McFadyen
President**

**George Emery
Business Manager**

Letter of Understanding #I-02 - Referral for Case Managed Aftercare

by and between

**Construction Labour Relations – An Alberta Association
Plasterers (Provincial) Trade Division
(the “Association”)**

and

**Operative Plasterers’ and Cement Masons’ International Association of the United States
and Canada, Local Union 222
(hereinafter referred to as the “Union”)**

Whereas:

An individual must be referred to a Substance Abuse Expert (SAE) following a failure to comply with the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule Version 6.0 (the “Canadian Model”)*. Once the individual is assessed by a SAE, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the SAE’s recommendations, entering into a post assessment agreement and supporting compliance with prescribed aftercare.

Pursuant to the Union’s bylaws, after the Union becomes aware a Member has violated the Canadian Model or tested non-negative on a site-access A&D test, the Member must be assessed by a SAE and comply with the resulting recommendations as a condition of being eligible for future dispatches.

There are advantages to referring SAE recommendations to qualified third party professionals for administration on behalf of the Parties. Third party professionals are positioned to offer a higher level of:

- a) confidentiality,
- b) consistency, and
- c) expertise.

Contracting the administration of SAE recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

Now therefore, it is Agreed between the Parties hereto that:

- 1) SAE recommendations arising from Employer administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by a third-party administrator. Such SAE recommendations shall apply to employment and prospective employment in respect to any collective agreement for which the Union is signatory. SAE recommendations shall be shared with an Employer only if they are in respect to a current Employee, one that has contravened **Article 3** of the Canadian Model¹ while in the employ of that Employer.
- 2) Third Party Service providers will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third-party providers who are responsible for administering SAE recommendations.
- 4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 27 day of January, 2020:

**Construction Labour Relations -
An Alberta Association Plasterers
(Provincial) Trade Division**

**Operative Plasterers' and Cement
Masons' International Association
Local 222**

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

**Joe McFadyen
President**

**George Emery
Business Manager**

^[1] 3. Alcohol and Drug Work Rule

3.1 An Employee shall not

- (a) use, possess or offer for sale alcohol and drugs or any product or device that may be used to attempt to tamper with any sample for a drug or alcohol test while on company property or at a company workplace,
- (b) report to work or work
 - (i) with an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath.
 - (ii) with a drug level for the drugs set out...[in the Canadian Model]...equal to or in excess of the concentrations set out ...[in the Canadian Model],or
 - (iii) while unfit for work on account of the use of a prescription or nonprescription drug,
- (c) refuse to
 - (i) comply with a request made by a representative of the company under 4.3 [of the Canadian Model],
 - (ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 [of the Canadian Model], or
 - (iii) provide a sample for an alcohol and drug test under 4.8 [of the Canadian Model],
- (d) tamper with a sample for an alcohol and drug test given under 4.8 [of the Canadian Model].

ADDENDUM II– NON-INDUSTRIAL WORK (Including Trowel Applied Plastering & Fireproofing Work)

ADDENDUM II - ARTICLE II-1: NON-INDUSTRIAL DEFINITION

- II-1.01** Non-Industrial work is defined as all work falling under the jurisdiction of the Plasterer on sites not defined as Industrial in **Addendum I**.
- II-1.02** Non-Industrial Spray Fireproofing may include the use of fiber or cementitious materials.

ARTICLE II-2: HOURS OF WORK

- II-2.01** The following clauses are designed to identify the regular and overtime hours of work and are not to be construed as a guarantee of hours of work per day, per week or with respect to days in any week.
- II-2.02** The regular working week shall consist of 44 hours of employment Monday to Friday or as referred to in **Clause 15.01**.
- II-2.03** A non-paid lunch break of a ½ hour duration will be taken halfway through each shift.
- II-2.04** There shall be a paid break of 10 minutes in each half of an 8 hour shift and a paid break of 15 minutes in each half of a 10 hour shift. There shall be a break of 10 minutes every 2 hours thereafter.
- II-2.05** If the 5 days are being worked and 1 or more days of work are lost during that week due to inclement weather, the Employer may schedule Saturday as a make-up day. Hours worked on Saturday to be paid at straight time rates to a maximum of 44 hours in the week after which overtime provisions apply. Employees shall not refuse to work the make-up day and the Employer shall not force an Employee to work if said Employee has a legitimate reason for not working. The Union and the Employer jointly shall determine whether the reason is legitimate.

ARTICLE II-3: SHIFTS AND OVERTIME

- II-3.01** For out of town work where the project will be concluded in 2 working days or less past the end of the regular shift, Employee(s) shall have the option of working to complete the job at the regular shift rates for the project.
- II-3.02** When an Employee loses a regular day, through implementation or termination of shift work, the Employee shall be paid a regular working day pay for the day lost.

Overtime

II-3.06 All hours in excess of the regular scheduled shift per day and 44 hours per week until a break of 8 hours occurs, shall be considered overtime. All overtime during the regular work week to be paid at time and one half the Employee's regular hourly rate of pay until a total of 50 hours in any 1 week is worked and after 50 hours the overtime shall be double [double time suspended as per Letter of Understanding] the Employee's regular hourly rate of pay. All hours worked on Saturdays and Sundays shall be paid for at double [double time suspended as per Letter of Understanding] the Employee's regular hourly rate of pay.

Overtime Meals

II-3.07

- (a) When an Employee is required to work more than 2 hours of unscheduled overtime the Employer shall supply them with a suitable hot meal upon completion of the 2 hours and every 4 hours thereafter. Meals are to be provided by the Employer on company time at no cost to the Employee.
- (b) Where it is not practical for the Employer to provide a meal as set out in **Clause II-3.07(a)** the Employer shall pay a meal allowance of \$25.00 in lieu of the meal.

ARTICLE II-4: TRANSPORTATION, ACCOMMODATION, LOCAL RESIDENTS

Transportation and Accommodation

II-4.01 A 75 kilometer free zone shall be established around the center of every city, town or village in which Employees reside and around every place where accommodation is provided and/or paid for by the Employer. This zone shall apply to all persons covered by this Agreement except local residents.

The following conditions shall apply to all Employees engaged in Non-Industrial work, except local residents, within the following radial zones:

- Zone 1** Within the Free Zones as noted above, all Employees shall be responsible for their own transportation to and from the work site except that where, on remote job sites, conditions are such that private and public transportation is not available and the work area is beyond reasonable walking distance, then the Employer shall provide transportation.
- Zone 2** The area lying within the next 100 kilometers beyond the boundary of the free zones established above, is Zone 2. For any job site situated within this area the Employer shall supply transportation to and from the work site to the place of accommodation or established

central pick-up points, or, at their option, expressed by the Employer in writing, pay vehicle allowance at the rate of \$0.52) per kilometer from the edge of the free zone, to the job and back, to each Employee who, by arrangement with the Employer uses their own vehicle to provide transportation outside the free zone.

At the Employer's option, camp or other board and room accommodations as provided for in Zone 3, may be provided in this zone for each day worked.

Zone 3 The area lying within the next 100 kilometers beyond the boundary of Zone 2 as established above, is Zone 3. For any job site situated within this area, the Employer shall provide at their option for each day worked:

- (i) camp accommodation which conforms with the Building Trades of Alberta and Construction Labour Relations - An Alberta Association 2018-2025 Camp Rules and Regulations or successor standards;
- or
- (ii) reasonable room and board;
- or
- (iii) agreed subsistence allowance.

Zone 4 The area lying within the next 100 kilometers beyond the boundary of Zone 3 as established above, is Zone 4. For any job situated within this area, the Employer shall provide at their option on a 7 day a week basis:

- (i) camp accommodation as noted above;
- or
- (ii) reasonable room and board;
- or
- (iii) agreed subsistence allowance.

Zone 5 The area lying beyond the outer boundary of Zone 4, or areas within the above noted zones which are inaccessible by automobile, is Zone 5. On jobs within Zone 5 only, the Employer will allow a return trip to the closest Geodetic Monument after each 60 days of employment on the project and shall grant leave from work for a maximum period of 5 calendar days. Such trips shall be paid 1 way upon leaving the job site and reimbursed for the return upon reporting to the job. Rate of reimbursement shall be the equivalent train, bus or air fare only as appropriate.

In the event the Employer and the Union cannot quickly come to an agreement respecting the amount of subsistence that is appropriate for any given project or area, the subsistence allowance shall be based on an analysis by a joint committee of representatives of the

Employer and representatives of the Employees, using average room costs in the subject area [on the basis of 2 persons per room], and average costs of meals using predetermined example menu items.

- II-4.02**
- (a) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work.
 - (i) To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to their primary Alberta residence due to the medical, work, site or weather conditions.
 - (ii) In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
 - (iii) It is expected that circumstances to which this provision applies will be of short duration
 - (iv) For the purposes of this Clause, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be the nearest Geodetic Monument.
 - (b) If an Employee chooses to leave before the completion of the shift without the consent of the Employer, they will not be entitled to subsistence allowance for that day [and may be subject to other disciplinary or corrective measures]. If an Employee chooses to leave before the completion of the shift with the consent of the Employer, they will be paid a full day's subsistence if at least $\frac{1}{2}$ the shift is worked and $\frac{1}{2}$ a day's subsistence if less than $\frac{1}{2}$ a shift is worked.
 - (c) Effect of unauthorized absence on Room and Board Entitlement.
 - (i) When an Employee fails to report when work is available on the working day immediately preceding or following bad weather or recognized holidays other than for unavoidable causes, the Employee shall forfeit room and board for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an Employee fails to report to work on Friday when work is available, the Employee shall forfeit room and board for Friday, Saturday and Sunday. When Sunday is not a working day and an Employee fails to report to work on Monday when work is available, the Employee shall forfeit room and board for Sunday and Monday. An Employee shall also forfeit room and board for absenteeism on any working day for other than unavoidable causes.
 - (ii) Unavoidable cause shall be deemed any illness or injury other than caused by consumption of alcohol and/or illicit drugs. The

Employer may request proof of illness or injury by way of a letter from a medical doctor.

- (iii) Where the Employer's costs are fixed [as for Camp accommodation or long-term room leases] the Employee shall not be back charged for such fixed costs, but, where subsistence allowance is paid then the Employee shall not be paid for days missed as detailed above.

II-4.03

- (a) Where the transportation prescribed in **Clause II-04.01** is not provided by the Employer to an Employee employed pursuant to this Collective Agreement, the Employer shall pay to the Employee a daily vehicle allowance, being the product of twice the distance in kilometers from the edge of the relevant free zone to the subject project times \$0.52 per kilometer.
- (b) The Coordinating Committee and the Building Trades of Alberta shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first 5,000 kilometers, and a lower rate for additional kilometers. The Coordinating Committee and the Building Trades of Alberta shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1st of each year, to the rate so determined by the Coordinating Committee and the Building Trades of Alberta.
- (c) The travel allowance shall be calculated based on traveling at 80 kilometers per hour, at the Employee's applicable base rate, from the point where the edge of the 45 kilometer radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

Example:

A Journeyperson Member traveling in May 2019 to a project located 40 road kilometers from the edge of the free zone at 80 kilometers per hour each way would receive the following for each day worked:

<u>Travel Allowance:</u> 80 km @ 80 km per hour	
1 hour at base rate of \$42.42=	\$42.42
	+
<u>Vehicle Allowance:</u>	
80 km.@ \$0.52 cents per km. =	<u>\$41.60</u>
For a total of	<u>\$84.02</u>

Where the Employer provides the transportation the travel allowance would be paid but the vehicle allowance would not be payable.

II-4.04 The Employee shall be provided with camp accommodation if available or 1 additional day's subsistence for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to their Employer for each occasion the accommodation is used. Where the Employer or the Employer's client is providing return transportation on the same day as the last shift of the week, this provision shall not be applicable.

Local Residents

II-4.05 The parties agree that the early participation of qualified Local Resident Employees in work undertaken under this Agreement is most desirable and will be strongly promoted.

II-4.06 A Local Resident Employee shall be defined as a Union Member who has maintained their domicile within a 75 kilometer radius of a job site, for a minimum of 6 months.

II-4.07 A Local Resident Employee shall not be entitled to the subsistence pay, rotational leave & expenses, and initial and return travel provisions of the Collective Agreement.

II-4.08 The above **Clause** shall not apply to any project for which daily travel applies from Edmonton or Calgary.

II-4.09 Where a Camp Kitchen is established and where all workers, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to the Employee. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to receive hot soup.

II-4.10 Where a Local Resident Employee is required to work overtime, they shall be entitled to overtime meals in accordance with this **Clause II-3.07**.

ARTICLE II-5: WAGES AND WORKING CONDITIONS

II-5.01 Apprentice wages shall be based on a percentage of the minimum Journeyperson's regular hourly rate of pay as established by this Agreement and paid as follows:

- (a) Trainee: 56% of the minimum Journeyperson's regular wage.
- (b) First Year: 60% of the minimum Journeyperson's regular wage.
- (c) Second Year: 70% of the minimum Journeyperson's regular wage.
- (d) Third Year: 80% of the minimum Journeyperson's regular wage.

II-5.02 For Fireproofing work, Apprentice wages shall be based on a percentage of the minimum Nozzleman 1 regular hourly rate of pay as established by this Agreement and paid as follows:

- (a) Helper: 46% of the minimum Journey person’s regular wage.
- (b) Mixer 2: 54% of the minimum Journey person’s regular wage.
- (c) Mixer 1: 60% of the minimum Journey person’s regular wage.
- (d) Nozzleman 3: 70% of the minimum Journey person’s regular wage.
- (e) Nozzleman 2: 80% of the minimum Journey person’s regular wage.

II-5.03 Wage Schedule

(a) Non-Industrial

	Base Rate	Holiday & Vacation	Health & Welfare	Pension	Training	Gross Rate
Journeymen	\$30.68	\$3.07	\$1.40	\$4.00	\$0.35	\$39.50
Third Year	\$24.54	\$2.45	\$1.40	\$2.75	\$0.35	\$31.49
Second Year	\$21.48	\$2.15	\$1.40	\$2.25	\$0.35	\$27.63
First Year	\$18.41	\$1.84	\$1.40	\$1.50	\$0.35	\$23.50
Trainee	\$17.27	\$1.73	\$0.00	\$0.00	\$0.35	\$19.35

(b) Non-Industrial Spray Fireproofing

	Base Rate	Holiday & Vacation	Health & Welfare	Pension	Training	Gross Rate
Nozzlemen 1	\$33.00	\$3.30	\$1.40	\$3.00	\$0.35	\$41.05
Nozzlemen 2	\$26.40	\$2.64	\$1.40	\$1.75	\$0.35	\$32.54
Nozzlemen 3	\$23.10	\$2.31	\$1.40	\$1.50	\$0.35	\$28.66
Mixer 1	\$19.83	\$1.98	\$1.40	\$0.00	\$0.35	\$23.56
Mixer 2	\$17.93	\$1.79	\$0.00	\$0.00	\$0.35	\$20.07
Helper	\$16.50	\$1.65	\$0.00	\$0.00	\$0.10	\$18.25

- (c) Foreman or Acting Foreman premium of \$2.50 shall apply to all hours worked.
- (d) Premium for swing stage is \$2.00 per hour worked.
- (e) Wages shall be paid once every 2 weeks.

II-5.04 Entry and Movement through Mixer and Nozzelman Classifications **shall be as follows:**

(a) Mixer

- (i) Employees will enter the Mixer classifications at the Employers’ discretion. Notwithstanding, it is anticipated that an Employee would not be eligible to enter the Mixer classifications until they have worked at least 1,500 Non-Industrial Fireproofing hours.
- (ii) An Employee having worked 500 mixer hours will automatically progress to the Mixer 1 classification and receive the corresponding wage rate.

(b) Nozzelman

- (i)** Employees will enter and move through the Nozzelman classifications at the Employers' discretion. Notwithstanding, it is anticipated that an Employee would not be eligible to enter the Nozzelman classifications until they have worked at least 2,000 Non-Industrial Fireproofing hours of which 500 would be mixer hours.
- (ii)** Progression from the Nozzelman 3 to Nozzelman 2 will be at the Employers discretion, with consultation with the union. Notwithstanding, it is anticipated that an Employee would not move to the Nozzelman 2 classification until they have worked at least 3,500 Non-Industrial Fireproofing hours of which 1,500 would be spray hours.
- (iii)** Progression from the Nozzelman 2 to Nozzelman 1 will be at the Employers discretion, with consultation with the union. Notwithstanding, it is anticipated that an Employee would not move to the Nozzelman 1 classification until they have worked at least 5,000 Non-Industrial Fireproofing hours of which 3,000 would be spray hours.

ARTICLE II-6: TOOLS & SAFETY EQUIPMENT

II-6.01 Employer shall supply a hardhat and safety glasses.

This Addendum shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 27 day of January, 2020:

**Construction Labour Relations -
An Alberta Association Plasterers
(Provincial) Trade Division**

**Operative Plasterers' and Cement
Masons' International Association
Local 222**

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

**Joe McFadyen
President**

**George Emery
Business Manager**