

**PROVINCIAL
CEMENT MASONS
COLLECTIVE AGREEMENT**

for the
GENERAL CONSTRUCTION SECTOR
IN
ALBERTA, CANADA

BY AND BETWEEN

Construction Labour Relations - An Alberta Association,
Cement Masons (Provincial) Trade Division

- and -

Operative Plasterers And Cement Masons
International Association Of The United States And Canada
Local Union 222

FROM MAY 20, 2007 TO APRIL 30, 2011
AND AMENDED EFFECTIVE JULY 1, 2007

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**ALBERTA PROVINCIAL
Cement Masons Construction Collective Agreement**

Entered into this 20th day of May, 2007

- between -

**Construction Labour Relations - An Alberta Association
Cement Masons (Provincial) Trade Division**
(hereinafter referred to as the "Association" or
the "Trade Division" or the "Employers' Organization")

as agent for and on behalf of all Employers affected by
Registration Certificate Number 43 (each of which Employers
is hereinafter referred to as the "Employer")

- and -

**Operative Plasterers' And Cement Masons'
International Association Local Union 222**

(hereinafter referred to as
the "Union" or the "Local Union")

and the members and employees represented by each of them.

WHEREAS, the representatives of the parties have bargained collectively pursuant to
the provisions of the Labour Relations Code, and

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

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

ARTICLE ONE - OBJECTS

- 1.01** The objects of this agreement are to assist in stabilizing the industry, improving the trade, promoting peace and harmony between Employers and employees, and providing efficient service to the public.

ARTICLE TWO - GEOGRAPHICAL JURISDICTION

- 2.01** It is understood by the Parties hereto that the geographical jurisdiction of Local Union 222 shall be the territory of the Province Of Alberta.
- 2.02** Any employee covered by this Agreement who is to be transferred to an area outside of the jurisdiction of this Agreement shall be advised, prior to the transfer, of any change to the terms and conditions of employment that would apply in respect to that work.

ARTICLE THREE - SCOPE AND RECOGNITION

- 3.01** The scope of this Agreement as it applies to each individual Employer shall be the extent to which the Local Union, party hereto, has established a collective bargaining relationship with that Employer and the extent to which that Employer employs employees within the scope of such bargaining relationship, and the extent to which the Employer is engaged within the trade jurisdiction set out in the registration certificate held by the Employers' Organization party hereto.

It is agreed that the amalgamation of Local 924 (Edmonton) and Local 139 (Calgary), as defined in the 1993-1995 collective agreement, and which created Local 222, shall not amend the subsisting certifications or voluntary recognition's of contractors who have had a bargaining relationship with either Local 924 or Local 139 prior to their amalgamation.

- 3.02** The Parties hereto agree that the terms of this Agreement do not apply to residential work, which is defined as single family housing including duplex's, walk-up apartments and condominiums up to a maximum of three (3) floors in height.
- 3.03** The Local Union recognizes the Employers' Organization party hereto as the exclusive representative in collective bargaining of each of those Employers who are or who become affected by Registration Certificate Number 43, to the extent that each of the said Employers is or becomes affected by the said registration certificate.
- 3.04** This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Cement Masons which, for the purposes of this Collective Agreement, shall coincide with the Trade Jurisdiction set out in Registration Certificate 43 and shall include but not be limited to all of those employees who are engaged in the following:

The finishing, including screeding and floating, of all concrete construction such as floors, walls, sidewalks, curbs and gutters (whether finished by trowel or float or any other process).

Patching, sacking, chipping, bushhammering, rubbing, grinding, and application of curing compounds and saw cutting and coring of concrete for construction excluding demolition, engineering/technical and testing purposes where necessary in concrete finishing work.

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

ARTICLE FOUR - DURATION OF AGREEMENT

4.01 This Agreement shall be in full force and effect from the 20th day of May, 2007 until the 30th day of April, 2011, and thereafter shall be continued, terminated, or renewed pursuant to the provisions of the said Code.

ARTICLE FIVE - WAGES

5.01 a) The minimum basic wage for hours worked by a Cement Mason engaged in "**industrial construction**", as defined in Article 5.02 below, shall be as specified in Schedule "A".

Wage Re-opener for Industrial Rates

With the understanding that circumstances in the industry could change over the course of a four year agreement it is hereby agreed that between 90 and 120 days prior to either May 3/09 or May 2/10, but not both, either Party may give to the other Party notice that they wish to renegotiate the wage rates applicable to this Clause only (i.e., Industrial Wage Schedule), for the balance of the term of the Collective Agreement. Upon receipt of such notice the Parties will have until 60 days prior to the closest date noted above to reach agreement, failing that the dispute will automatically be submitted to an Arbitration Panel consisting of Mr. Stan Lanyon (or an alternate agreed by the Parties prior to the submission to Arbitration) and one nominee appointed by each Party whose names shall be provided to the other respective Party within two weeks of the notice to renegotiate being received. It is understood that the only matter in dispute can be the wages contained in this Clause and the wages contained in any of the other Wage Clauses which have this Provision attached to them. The Arbitration Panel will conduct a hearing within 30 calendar days of having the dispute referred to them and will issue a decision prior to the closest of the two dates noted above. The Arbitration Panel will have the authority to determine the issues in dispute in the remaining term of the Collective Agreement only and can not make any decision having retroactive effect. The Arbitration Panel shall be restricted to choosing from one of the following three options;

1. The final offer for settlement of the dispute as made by the Union to the Trade Division prior to submitting the matter to Arbitration (provided such offer is consistent with the conditions stipulated above and, if it is not, then the decision shall only relate to such portions of the offer that conform to the stipulated conditions above).
2. The final offer for settlement of the dispute as made by the Trade Division to the Union prior to submitting the matter to Arbitration (provided such offer is consistent with the conditions stipulated above and, if it is not, then the decision shall only relate to such portions of the offer that conform to the stipulated conditions above).
3. The Industrial Wage Schedule that is specified in this Collective Agreement which will remain unchanged for the balance of the term of this Collective Agreement.

A notice to renegotiate may only be made once for this Clause during the life of this Agreement therefore if Notice is provided by either Party to renegotiate this Clause on the May 3/09 the result of that will be final for the term of the Agreement and can not be reopened on May 2/10.

- b) The minimum basic wage rate for hours worked by a Cement Mason engaged in "**non-industrial construction**", being general construction that is **not** encompassed in the definition in Article 5.02 below, shall be as specified in Schedule "B".

5.02 Industrial construction shall mean construction work in respect of the plant process involved in, but not limited to:

- * Electrical power generation, hydro or thermal power 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
- * Toxic waste disposal systems
- * 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 stations and compressor stations, of which the capital value exceeds one hundred million dollars (\$100,000,000)
- * Cement, lime and gypsum plants

In addition, industrial work shall include such work as may reasonably be considered as Industrial Construction as is mutually agreed by a committee of four (4) members appointed by the Employers' Association and four (4) members appointed by the Union, and ratified by the Trade Division. This committee shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party.

5.03 Foreman

- a) Any personnel designated by the Employer as Cement Mason Foremen, to supervise Cement Masons and/or other employees, and placed in charge of work shall be a journeyman member of the Union. All instructions given to Members shall be given by the Cement Mason Foreman.
- b) The minimum wage of a Cement Mason Foreman engaged in "industrial" work shall be four dollars and fifty cents (\$4.50) above the minimum journeyman rate.
- c) The minimum wage of a Cement Mason Foreman engaged in "non-industrial" work shall be three dollars and fifty cents (\$3.50) above the minimum journeyman rate.
- d) Where a Cement Mason Foreman is not employed on the project, the Cement Masons will be directed by the Superintendent.

ARTICLE SIX - PAYMENT CONDITIONS

- 6.01** Wages shall be paid weekly or biweekly by cash, direct electronic deposit, or cheque on Friday before quitting time and not more than one (1) week's pay shall be held back. However, for work that is encompassed within Article 5.02 above, wages shall be paid weekly.
- 6.02** When an employee is laid off or discharged, all wages and vacation and statutory holiday pay, together with E.I. Record Of Employment form, the Apprenticeship Work Record Book, and/or any other documents or records required to be returned to the employee shall, to the extent possible, be given to the employee on the date of termination. In no event shall they be given or sent to the employee any later than the working day following the time of termination.
- 6.03** If the employee prefers, he may arrange with his Employer to pick up his pay and records at the office of the Employer no later than on the afternoon of the working day following termination of employment.
- 6.04** When an employee quits he shall give his supervisor one (1) hour's notice and his pay and records will be mailed to him or given to him at the central pay office of the Employer on the next regular pay day.
- 6.05** Notwithstanding the provisions in 6.02, 6.03, and 6.04 above, in circumstances where the employee is being paid by direct deposit the final pay will be paid on the next regular pay day when the time owing would have been normally payable.
- 6.06** In the event of a layoff or discharge, one (1) hour's notice shall be sufficient. One (1) hour's pay may be given in lieu of notice. No notice is required for termination for just cause.
- 6.07** If the regular pay day falls on a Statutory Holiday, employees shall be paid on the preceding working day.

6.08 Employees engaged on an evening shift shall be paid on the Thursday shift.

6.09 An Employer shall at the end of each pay period provide to each employee a separate or detachable statement with his pay cheque, this statement to show the items required.

- a. The hours worked.
- b. The amount of wages paid at a straight time rate.
- c. The amount of wages paid at an overtime rate.
- d. The amount of any bonus or living allowance paid.
- e. The amount of any vacation pay paid.
- f. The amount of general holiday pay paid.
- g. The amount of such deduction from the earnings of the employee and the purpose of which each deduction was made.
- h. The issuing Employer's name.

6.10 Payroll Failures. Where there have been recent instances of payroll failures by an Employer affecting employees under the terms of this Agreement, the Union shall have the right to require that Employer to provide proof of financial responsibility or require that payment of wages and other payroll requirements be by cash or certified cheque paid weekly.

6.11 If an Employer fails to pay the monies due as stated under Articles 6.02 to 6.06 of this Agreement, the Employer shall pay the employee(s) for such time, up to a maximum of four (4) hours pay for each twenty-four (24) hours that the employee has been kept waiting for his monies, commencing with the day after the Employer has been notified by the Union, on behalf of the employee(s), of non-receipt of pay. This time period shall exclude Saturdays, Sundays, and Statutory Holidays.

No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due as stated under 6.02 or 6.06, nor under circumstances beyond the control of the Employer. The Employer shall mail the balance due within twenty-four (24) hours or as agreed to between the Employer and the Union.

ARTICLE SEVEN - APPRENTICES AND TRAINEES

Apprentices

7.01 Apprentices may be employed by the Employer in the ratio of one (1) Apprentice to one (1) Journeyman. Apprentices shall serve for a period of three (3) years at the trade before becoming Journeymen, unless they are credited with time at the trade by the Employer's representative on the job jointly with the representative of the Union. Any time granted by the joint representatives shall be accepted by both parties to this agreement. If the apprentice is transferred or finds work with another Employer, the said Employer shall pay the apprentice in accordance with the time he had

served and/or the time originally granted by the joint representatives as shown by the records copied with the Union.

Notwithstanding the above, the employment of Apprentices shall be in accordance with the regulations under the Apprenticeship And Industry Training Act.

7.02 The ratio of Apprentices to Journeymen shall be in accordance with the regulations under the Apprenticeship And Industry Training Act.

7.03 Apprentice rates of pay shall be in accordance with the Apprenticeship And Industry Training Act.

SEE SCHEDULES "A" AND "B" FOR A COMPLETE LIST OF APPRENTICES' WAGES, HOLIDAY & VACATION PAY, AND BENEFITS.

Trainees

7.04 For the purposes of this Agreement, Trainee shall mean an employee who is receiving training to become an apprentice.

7.05 Trainees may be employed at any work of the trade that they are capable of, under the following conditions only.

7.06 Trainees shall be members or applicant members of the Union.

7.07 Trainees may be employed by the Employer in a ratio of one (1) trainee to one (1) journeyman employed. Trainees shall serve for a period of six (6) months or less at the trade at which time he shall be offered the opportunity to qualify as an apprentice. The ratio of trainees to apprentices to journeymen shall be established on a company wide basis and not on a job by job basis.

7.08 When new apprentices are required and not available from the Union, trainees shall have first preference for employment provided they meet the qualifications and are able to become registered apprentices.

7.09 Employees hired as trainees shall be paid a minimum of fifty-five per cent (55%) of the minimum journeyman rate of pay.

SEE SCHEDULES "A" AND "B" FOR A COMPLETE LIST OF TRAINEES' WAGES, HOLIDAY & VACATION PAY, AND BENEFITS.

Registered Apprentice Program (RAP) Students

7.10 The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices who will join the union.

It is intended that RAP students will work under and be paid in accordance with the Guidelines for Employment developed and amended from time to time by the Trustees of the Alberta Unionized Continuing Education Trust Fund. The provisions of this Collective Agreement, with the exception of this clause, will not apply to the employment of RAP students.

ARTICLE EIGHT - HOURS OF WORK, SHIFTS, AND OVERTIME

- 8.01** The following sections are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours or work per day, per week, or with respect to days in any week.
- 8.02** The regular working week shall consist of forty (40) hours of employment divided into five (5) regular working days.
- 8.03** The regular working day shall consist of eight (8) hours of employment performed Monday through Friday inclusive.
- 8.04** **Overtime rates shall be as follows:**
- (a)** For industrial work:
 - (i)** Time and one-half (1½x) will be paid for the first two hours of overtime per day during the regular work week, Monday to Friday inclusive.
 - (ii)** When a compressed work week is scheduled pursuant to article 8.07 (a), on a Monday through Thursday basis, time and one-half (1½ x) shall apply to the first ten (10) hours worked on the Friday.
 - (iii)** All other overtime hours not included in (i) and (ii) above shall be paid at double time (2x).
 - b)** For non-industrial work:
 - (i)** Time and one-half (1½x) for any overtime hours worked on a week day, being Monday through Friday inclusive.
 - (ii)** Time and one-half (1½x) for the first eight (8) hours worked on Saturday.
 - (iii)** Time and one-half (1½x) for the first four (4) hours worked on Sunday.
 - (iv)** Double time (2x) for overtime worked on a Saturday or a Sunday outside the periods referenced in (ii) and (iii) above, and for hours worked on a "General Holiday" as set out in Article 10.01 hereof.

8.05 **Shift Work:**

- (a) Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.
- (b) For "industrial" work, being work which falls within the definition in Article 5.02 hereof, there shall be a shift premium of \$2.25/hour for any "second" shift or "third" shift.
- (c) For "non-industrial" work, there shall be a shift premium of \$1.00/hour for a "second" shift and \$1.50/hour for a "third" shift.
- (d) There shall be no pyramiding of premiums.

8.06 No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate after each shift until a break of eight (8) hours occurs.

8.07 **Compressed Work Week:**

- (a) For industrial work:
 - (i) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period unless varied by mutual consent between the Employer and the Union. Such consent will not be unreasonably withheld.
- (b) For non-industrial work:
 - (i) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period.

8.08 For work that is not industrial work, for those employees who so elect, regular hours lost during the week due to inclement weather may be re-scheduled by the Employer to be made up on Saturday (or the Friday or Monday regularly scheduled day off if a compressed work week is in effect) at straight time rates, up to a maximum of forty (40) hours per week (reduced appropriately when a statutory holiday occurs during that week).

8.09 **Lunch Breaks:**

- (a) A lunch break of either one-half (½) hour or one (1) hour duration will be taken midway between the starting and quitting time of each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

- (b) If an employee is not provided time to commence his lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, he shall be paid at the applicable overtime rate for working through his lunch period. In such cases where the employee is not provided with a lunch break, the regular working day shall not be arbitrarily reduced when work is available.

8.10 Rest Periods:

- (a) Two (2) ten (10) minute rest periods will be allowed each day during normal working hours; one (1) in the first half and one (1) in the second half of each shift. One (1) ten (10) minute rest period (in addition to meal breaks) shall be allowed for each four (4) consecutive hours of overtime work.
- (b) For compressed work weeks, employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts.

8.11 Work in Occupied Premises:

Notwithstanding the above, where the conditions of the job are such that work (which is not industrial work) must be carried out on occupied premises, then the work may be done at regular straight time rates during any hours which may constitute a regular shift for that job provided only that overtime rates will apply for all hours worked over the daily or weekly limits elsewhere specified.

8.12 Provision of Meals on Overtime:

- (a) When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a meal at no cost to the employees, for those involved. One-half (½) hour at the straight time rate of pay shall be allowed for the consumption of the meal. Should an employee be requested to continue work, then an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

If no meal and time to consume it is provided, the Employer will provide one-half (1/2) hour's pay at the applicable rate in lieu of both. These conditions shall not extend for more than 14 calendar days.

- (b) Where a supervisor is required to:
 - (i) start up to one (1) hour earlier, or
 - (ii) finish up to one (1) hour later, or
 - (iii) start up to one half (½) hour earlier and finish up to one half (½) hour later

than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 8.11 (a) will not apply unless those provisions are applicable to the rest of the crew.

- 8.13** The Parties understand and agree that on remote jobsites or where special conditions apply, scheduling of extended work weeks / days off may be beneficial to the completion of the work and in those circumstances the Parties may mutually agree to a work schedule to meet job conditions.

Special Project needs will be addressed by the Parties in concert with other stakeholders in accordance with the process established by the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.

ARTICLE NINE - REPORTING TIME

- 9.01** When an employee reports to work at the regular starting time and such employee is not put to work, the employee so effected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.
- 9.02** 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 at the job site for more than two (2) hours they shall be paid for such time at the applicable rate.
- 9.03** Employees so effected shall be paid daily travel, transportation, or subsistence or receive camp accommodation as is applicable.
- 9.04** An employee is not entitled to show up time if the Employer notifies the employee that no work is available at least two (2) hours prior to the commencement of the normal work day. 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.
- 9.05** When an employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.
- 9.06** The Employer may require an employee to perform work within his jurisdiction for the two (2) hour call-out.
- 9.07** Call-Out Pay - Employees called out for work at other than the regular starting time shall receive a minimum of two (2) hours pay at the employees' applicable rate.
- 9.08** Reporting time pay and/or call-out pay is in addition to travel time pay if travel

ARTICLE TEN - HOLIDAYS AND VACATIONS

10.01 All work performed on the following named holidays, or any such days as may be declared a general holiday by the Provincial Government, shall be paid for at two times (2x) the employee's basic hourly wage rate:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday (August)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day.	

10.02 No work shall be performed on Labour Day except to save life or property. Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the Collective Agreement prescribes straight time rates for the regular working day as set out in Article 8.02, 8.03, 8.07(a)(i), or 8.07(b)(i). Under these circumstances, work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

Example:

If an employee is working a 4x10 compressed work week schedule, from Monday to Thursday, pursuant to article 8.07 (a) (i) and a General Holiday falls on a Friday, which is a regularly scheduled day off, then if the employee works on the Friday the employee will be paid time and one-half (1½ X) for the hours worked on the Friday since the observance of the General Holiday is moved to the following Monday. If the employee works on the following Monday then the employee will be paid double time (2X) for all hours worked on the Monday.

It is important to note that payment at double time (2X) for a General Holiday is paid once only for each holiday and only if the employee works on the day the General Holiday is observed (which may not be the day of the actual holiday).

10.03 In respect to "Industrial" work, the Employer shall pay to the employee for each hour worked (not including any pay for time traveled) a vacation allowance equal to six percent (6%) of the applicable rate of pay, and holiday pay allowance equal to four percent (4%) of the applicable rate of pay.

10.04 In respect to "Non-Industrial" work, the Employer shall pay to the employee for each hour worked (as defined in Article Eight hereof) a vacation allowance equal to six percent (6%) of the employee's straight

time hourly rate, and a holiday pay allowance equal to four percent (4%) of the employee's straight time hourly rate.

- 10.05** These monies, identified in 10.03 and 10.04 above, are to be paid each pay period with the wages that are due.

ARTICLE ELEVEN - HEALTH & WELFARE PLAN

- 11.01** The Employer acknowledges the O. P. & C. M. I. A. Health & Welfare Plan of Alberta as governed by the Trust Agreement dated the 4th of October A.D. 2004 between the Operative Plasterers' and Cement Masons' International Association, Local 222, Construction Labour Relations – An Alberta Association Cement Masons (Provincial) Trade Division, and the Alberta Wall & Ceiling Bureau together with all amendments thereto 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 thereunder.

- 11.02** The Employer shall contribute

**ninety cents (90¢),
effective May 3, 2009 one dollar (\$1.00)**

per hour for each and every hour worked by any employee covered under the terms of this Agreement. Such contributions are to be made by the Employer and no Employer shall deduct such contributions or any part 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.

- 11.03** 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 O. P. & C. M. I. A. Health and Welfare Fund of Alberta not later than the fifteenth (15th) day of the month following, at such address as is determined by the Trustees from time to time.

- 11.04** It is understood that the contributions negotiated under this clause are for the benefit of the members of the Plan as recognized by the Trustees for the said fund, who shall have full discretion to make from time to time reasonable rules in this respect.

- 11.05** Neither party shall be liable nor responsible for any debts or liabilities or other obligations of the Fund, other than provided for in this Agreement. Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Funds shall be limited to remittance of the above noted Contributions in the manners and at the times set out herein.

- 11.06** 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 his own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of this Plan. Further, 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 Plan as is hereinbefore provided for, is deemed to be held in trust for the Trustees of this Plan 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 TWELVE - PENSION PLAN

- 12.01** The Employer acknowledges the O. P. & C. M. I. A. Pension Plan of Alberta as governed by the Trust Agreement 4th day of October A.D. 2004 between the Operative Plasterers' and Cement Masons' International Association, Local 222, Construction Labour Relations – An Alberta Association Cement Masons (Provincial) Trade Division, and the Alberta Wall & Ceiling Bureau together with all amendments thereto 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 thereunder.

- 12.02** The Employer shall contribute:

FOR INDUSTRIAL WORK:

**four dollars and fifty cents (\$4.50),
effective May 4, 2008 five dollars (\$5.00)**

per hour for each and every hour earned by any employee covered under the terms of this Agreement. Such contributions are to be made by the Employer and no Employer shall deduct such contributions or any part 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.

FOR NON-INDUSTRIAL WORK:

three dollars and fifty cents (\$3.50)

per hour for each and every hour worked by any employee covered under the terms of this Agreement. Such contributions are to be made by the Employer and no Employer shall deduct such contributions or any part 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.

- 12.03** 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 O. P. & C. M. I. A. Pension Plan of Alberta not later than the fifteenth (15th) day of the month following, at such address as is determined by the Trustees from time to time.

- 12.04** It is understood that the contributions negotiated under this clause are for the benefit of the members of the Plan as recognized by the Trustees for the said fund, who shall have full discretion to make from time to time reasonable rules in this respect.
- 12.05** Neither party shall be liable nor responsible for any debts or liabilities or other obligations of the Fund, other than provided for in this Agreement. Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Funds shall be limited to remittance of the above noted Contributions in the manners and at the times set out herein.
- 12.06** 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 his own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of this Plan. Further, 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 Plan as is hereinbefore provided for, is deemed to be held in trust for the Trustees of this Plan 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 THIRTEEN - APPRENTICESHIP AND TRAINING FUND

- 13.01** The purpose of the Apprenticeship Training Fund and Program is to provide workmen with the opportunity to acquire and improve their skills. The Fund and Program shall be administered by a Board of Trustees with equal representation from the Union and Employers.
- 13.02** The Employer shall contribute to the Apprenticeship and Training Fund:

FOR INDUSTRIAL WORK:

**fifteen cents (\$0.15),
effective July 1, 2007 twenty cents (\$0.20)
effective May 4, 2008 twenty-five cents (\$0.25)
effective May 3, 2009 thirty cents (\$0.30)
effective May 2, 2010 thirty-five cents (\$0.35)**

FOR NON-INDUSTRIAL WORK:

fifteen cents (\$0.15)

per hour for each hour worked by each employee covered by this Agreement.

ARTICLE FOURTEEN - WORKING CONDITIONS

14.01 The Employer shall provide suitable heated and enclosed "wash up" (i.e., basin, soap, and water) and sanitary facilities complete with toilet paper. Flush toilets will be supplied as soon as the project is sufficiently advanced to allow installation thereof. They shall be properly used by the employees.

14.02 The Employer shall provide a lunch room of adequate size, heated in cold weather and kept clean. This lunch room shall not be used as a storage room. An adequate lock-fast storage place shall be supplied by the Employer for the employee's tools and for drying purposes. Drinking water in closed containers and individual cups shall be provided on all jobs.

14.03 **Safety**

- (a) It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Occupational Health and Safety Act and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member will be discharged because the member insists on safe working conditions as set out in the regulations. Any refusal by an employee to abide by the Occupational Health and Safety regulations, after being duly warned, will be sufficient cause for dismissal.
- (b) Effective May 4, 2008, workers dispatched by the Union shall be in possession of Oil Sands Safety Association (OSSA) certified site orientation training and fall protection training if required.
- (c) The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule, October 2005 Edition will apply on all work sites excepting for those exempted provisions as noted in the Letter Of Understanding which is attached as Appendix B and forms part of this Collective Agreement.
- (d) As a safety precaution no Cement Mason shall be required to work alone on the job outside regular working hours, except on sidewalks, slabs on ground at grade level or areas where, by mutual agreement, no hazard exists.
- (e) All safety equipment, except hard hats and safety boots, required by the Workers' Compensation Board regulations shall be provided to the

employee at no cost. Such safety equipment may be allotted to the employee on a charge out / refund basis.

- (f) Any employee injured on the job shall be paid by the Employer for the remainder of the regular (straight time) hours he would have worked that day had he not been injured.

14.04 Bull floats, rubbing stones, wash brushes, rubber floats, rubber boots for working in wet concrete, and all protective clothing not normally worn by the employee in his ordinary performance of work shall be supplied by the Employer at no cost to the employee, and may be allotted on a charge out / refund basis.

The Employer will replace trowels consumed on the job for epoxy work.

14.05 The Employer shall provide adequate clean respiratory equipment complete with new filters and proper ventilation as required by the relevant Regulations when the employee is performing a grinding operation or operating gas powered equipment in an enclosed area.

14.06 **Tools:**

- (a) Employees shall have with them on the job the following tools and a lockable tool box to contain them:

One 16" trowel	One brush (excluding wash brushes)
One 14" trowel	Hand floats - wood and metal.
Spirit Level	One pointing trowel
Measuring Tape	Hammer
One side edger	

These tools are to be in serviceable condition.

- (b) The Cement Mason will give his Employer an up-to-date inventory of his personal tools upon his arrival on the job site. The Employer may at any time check for the correctness of such inventory.
- (c) Following a fire or break-in of the Lock-up, the Employer shall compensate the Cement Mason for any real loss of his tools stored according to this clause.

14.07 It is agreed by both parties that there will be no piece work of any description and no banking of hours.

14.08 Starting time shall be at the lock-up room or time clock which shall not be located higher than one (1) floor above ground level, or at such other suitable starting point or points as are designated by the Employer. A five (5) minute pickup period will be allowed prior to quitting time. A suitable signal may be provided on each job which shall give all starting and quitting times. A company representative will be responsible for the aforesaid signal.

ARTICLE FIFTEEN - LOCAL RESIDENTS, TRANSPORTATION, AND ACCOMMODATION

PROVISIONS FOR INDUSTRIAL WORK

Articles **15.01** through **15.05** apply only to work which falls within the definition of "**industrial**" work as set out in Article 5.02.

15.01 Local Residents

(a) A local resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six 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 guidelines set out below to determine the "real residency" test for those people wishing to be designated as a Local Resident.

(c) Guidelines 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:

- the dwelling place of the person's spouse and dependents;
- personal property and social ties to the community;
- residential ties elsewhere;
- permanence and purpose of residence in a particular community;
- documentation of:
 - (i) property tax and rent receipts, telephone, gas or other utility receipts;
 - (ii) driver's license
 - (iii) vehicle registration or pink card;
 - (iv) income tax;
 - (v) unemployment insurance documents;
 - (vi) voters' list registration;
 - (vii) employee benefit fund administration registrations.

- (d) Local Residents residing within a forty-five (45) km. 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 forty-five (45) km radius and a seventy-five (75) km 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 thirty-three dollars (\$33.00) per day worked (effective May 3/09 thirty-six (\$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 seventeen dollars (\$17.00) (effective May 3/09 nineteen dollars (\$19)) will be paid for each day worked. For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Saprae 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 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 himself. 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, he 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 tradesmen 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 region 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.

15.02 DAILY COMMUTING

The following conditions will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which employees commute daily from temporary accommodation provided or paid for by the Employer.

- (a) (i) A forty-five (45) kilometer radius free zone from the center of the cities of Edmonton or Calgary (Geodetic Monument) or around any place in which employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower.

No transportation or travel allowance shall be applicable within the free zone.

- (ii) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed 750, the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The parties shall take into account such considerations as climate, seasons, road capacity, other projects and industries using the same corridors, workforce curves, and site infrastructure.

- (iii) 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 forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options;

- to provide transportation and pay travel allowance, or
- reimburse the employees, as a vehicle allowance, at the rate of forty-seven cents (\$0.47) 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 Alberta Building Trades Council 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 km, and a lower rate for additional kilometers. The Coordinating Committee and the Council 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 1 of each year, to the rate so determined by the Coordinating Committee and the Council

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

Example:

A Journeyman member traveling to a project located 40 road kilometers from the edge of the free zone at 80km 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 \$33.01 =	\$33.01
	+
<u>Vehicle Allowance:</u>	
80 km.@ \$0.47 cents per km. =	<u>\$37.60</u>
For a daily total of:	<u>\$70.61</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 two (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 forty-seven cents (47¢) per kilometer traveled if the employee uses his 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 eight (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 Article 15.05 (a)(iii) or (b)(iii), and when there is no accommodation available within 45 km. 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.

15.03 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under 15.02(b) would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall location, as applicable, as follows:
 - (i) up to 200 kilometers - \$77.00 each way (effective May 3/09 \$84 each way);
 - (ii) 200 kilometers to 300 kilometers - \$110.00 each way (effective May 3/09 \$120 each way);
 - (iii) 300 kilometers to 375 kilometers, and the Empress area - \$132.00 each way (effective May 3/09 \$144 each way);
 - (iv) over 375 kilometers to 475 kilometers \$198.00 each way (effective May 3/09 \$216 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 \$303.00 each way (effective May 3/09 \$330 each way) or air fare

inclusive of taxes in the event this is the most practical method of accessing the project/job site.

(b) 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 one 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 Article 15.02 (c).

- 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.
- 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.
- If a person who elects collective agreement initial/return/rotation allowances uses employer provided transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
- Regulations shall be established for the use of employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
- 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 Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.

(c) 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 fifteen (15) calendar days.

If the employee remains on the job until completion of thirty (30) calendar days, the employee shall qualify for return transportation allowance to be paid with his final pay at the subject site.

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.

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.

15.04 ROTATIONAL LEAVE (TURNAROUNDS)

(a) On jobs located beyond a three hundred (300) km radius to a maximum of four hundred and seventy-five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:

(i) Pay an allowance of one hundred and fifty-four dollars (\$154.00) (effective May 3/09 one hundred and sixty-eight dollars (\$168)) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.

(ii) Allow Employees Five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

(b) On jobs located beyond a four hundred and seventy-five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:

(i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of two hundred and seventy-five dollars (\$275.00) (effective May 3/09 three hundred dollars (\$300)) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

(ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

(c) It is further understood and agreed that the above described trips be on a rotation basis at a time authorized in advance by the Employer

and at no time more than twenty-five percent (25%) of the working force shall be on such home leave.

- (d) Where the Employer supplies transportation the Employee shall not be entitled to the above provisions, subject to the provisions of 15.03 (b) save and except that the Employee shall remain eligible for rotational leave as per clauses 15.04 (a) (ii), 15.04 (b) (ii), and 15.04 (c).
- (e) Time spent away from a jobsite due to a jobsite closure or scheduled vacation of one work week (5 days or 4 days as the case may be) or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

15.05 Accommodation, Room & Board

- (a) Applicable within a 475 kilometer radius of the centre of Edmonton or Calgary or other hiring hall location (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 seven 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 one hundred dollars (\$100.00) per day throughout the Province of Alberta except for:
 - the Athabasca and Cold Lake regions where the rate will be one hundred twenty dollars (\$120.00).
 - the Edson, Fox Creek, Peace River and Red Deer regions where the rate will be one hundred twenty-five dollars (\$125.00).
 - the Hinton region where the rate will be one hundred thirty-five dollars (\$135.00).
 - the Fort McMurray region where the rate will be one hundred forty-five dollars (\$145.00).
- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centre of Edmonton or Calgary or other hiring hall location (as applicable) one 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 his Employer for each occasion the accommodation is used. Where the Employer or his 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 centre of Edmonton or Calgary or other hiring hall location (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 five days, the employer will provide, on a seven (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 one hundred dollars (\$100.00) per day.

Employees failing to report for work on the work day immediately preceding and following a week-end 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 clauses 15.05(a)(ii) or 15.05(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of Registered Employers' Organizations, which committee shall make a final and binding decision within five days from the date of referral.
- (d) The parties agree that wherever practical and workable in all of 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:

- provide suitable room and board; or
 - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) 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 Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building trades Council that a Subsistence review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall 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 three (3) meals per day in the community or communities where Employees will be domiciled. In the event that 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 both appointees mutually agree

with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

- (iv) 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 five (5) days in accordance with the provisions of Article 17.04. 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 five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. 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.
- (v) 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;
- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
 - 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.

- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- 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.
- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

There shall be no more than one 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 his 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 he 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 he 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 negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 1999 - 2008 camp rules and regulations and any successor thereto.
- (iv) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.
- (v) If an employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the employee shall be paid two hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings. 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 work day to be eligible for this payment.

PROVISIONS FOR NON-INDUSTRIAL WORK

Articles 15.06 through 15.14 apply to that work which is not encompassed by the definition of industrial work set out in Article 5.02; being that work which shall be referred to as commercial / institutional work.

Transportation And Accommodation

15.06 A seventy five (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 work that is not 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 one hundred (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 his option, expressed by the Employer in writing, pay vehicle allowance at the rate of forty-seven cents (47¢) per kilometer from the edge of the free zone, to the job and back, to each employee who, by arrangement with the Employer uses his 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 one hundred (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 his option for each day worked:

(i) camp accommodation which conforms with the ACLRA/ABTC 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 one hundred (100) kilometers beyond the boundary of Zone 3, is Zone 4. For any job situated within this area, the Employer shall provide at his option on the seven (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 city in which the Local Union is centered (whichever is closer) after each sixty (60) days of employment on the project and shall grant leave from work for a maximum period of five (5) calendar days. Such trips shall be paid one 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.

On remote job sites (i.e. those within Zone 5) and when requested by the employee due to having insufficient funds to return to point of hire, the Employer shall arrange transportation for the employee to point of hire or supply him with an advance on wages due to him.

In the event the Employer and the Union can not 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 two (2) men per room), and average costs of meals using predetermined example menu items.

- 15.07 (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.

To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to his 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.

- (b)** If an Employee chooses to leave before the completion of the shift without the consent of the Employer he 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 he 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.
- (c)** Effect of unauthorized absence on Room and Board Entitlement.

1. 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, he 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, he 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, he shall forfeit room and board for Sunday and for Monday. An employee shall also forfeit room and board for absenteeism on any working day for other than unavoidable causes.
2. Unavoidable cause shall be deemed any illness or injury other than caused by consumption of liquor and/or illicit drugs. The Employer may request proof of illness or injury by way of a letter from a medical doctor.
3. 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.

15.08 Where the transportation prescribed in Article 15.12 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 forty-seven cents (47¢) per kilometer.

Local Residents

15.09 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.

15.10 A Local Resident Employee shall be defined as a Union Member who has maintained his domicile within a seventy five (75) kilometer radius of a job site, for a minimum of six (6) months.

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

15.12 The above Article shall not apply to any project for which daily travel applies from Edmonton or Calgary).

15.13 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 himself. 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.

- 15.14** Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

ARTICLE SIXTEEN - JURISDICTIONAL DISPUTES

- 16.01** Any jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union (s), or between the Employer and the Union, in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.
- 16.02** 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.
- 16.03** In any event, there shall be no work stoppage over any Jurisdictional Dispute.

ARTICLE SEVENTEEN - GRIEVANCE PROCEDURE AND ARBITRATION

Grievance Procedure

- 17.01** All differences between the Employer and / or the Employers' Organization (acting on its own behalf or on behalf of an Employer or Employers), and the Union (acting on its own behalf or on behalf of an employee or employees) and / or an employee or employees concerning the interpretation, application, operation, or an alleged violation of this Agreement, or any question as to whether any difference is arbitrable, arises, shall be settled without stoppage of work or lockout and the dispute shall be referred to a Board of Arbitration for settlement, as provided for in Article 17.04.
- 17.02** If any contract observance dispute between an Employer member of Construction Labour Relations - An Alberta Association and the Union cannot be mutually resolved without the use of grievance procedure and/or arbitration, the Union may advise C.L.R.-A of such dispute for their assistance in resolving the dispute.

Any difference raised by the Employer, the Employers' Organization or the Union shall be filed with the other party within fourteen (14) calendar days of the matters giving rise to the difference, and if the said difference is not resolved within seven (7) calendar days, it may be referred to arbitration in accordance with the provisions of 17.04 below.

17.03

In the event of any dispute arising out of this Agreement between the Employer and the employee or employees, the following procedure must be followed:

- (a) The employee shall within fourteen (14) calendar days of the alleged violation submit his complaint in writing to his immediate supervisor with the assistance of the Union Steward or Representative as he sees fit and the parties shall endeavor to settle the difference.
- (b) If the dispute is not settled within two (2) days, (excluding Saturdays, Sundays, and holidays) after being referred under part (a), the employee may refer the complaint to the project superintendent or foreman, and the official representative of the Union and they shall endeavor to settle the difference.
- (d) If the dispute is not settled within three (3) days, (excluding Saturdays, Sundays, and holidays) after being referred under part (b), either party may refer the difference to the management of the Employer involved and the Business Agent of the Union and they shall endeavor to settle the difference.

Pre-Arbitration Process

- (i) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (ii) In the event a party serves notice of an intention to bypass the Joint (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (iii) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (iv) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three

days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.

- (v) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
 - (vi) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
 - (vii) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.
 - (viii) No lawyers shall be permitted to participate in the JGP proceedings.
- (d) If the difference is not settled within seven (7) days, (excluding Saturdays, Sundays, and holidays) after being referred under part (c) or through the Pre-Arbitration Process above, either party may refer the difference to a Board of Arbitration for settlement, in the manner as set out below. The majority decision of the Board of Arbitration shall be final and binding on both parties and neither party shall resort to court action to upset the decision of the Arbitration Board. The Arbitration Board shall not be vested with the power to change, add to, or amend any of the terms of this Agreement.

17.04

Arbitration:

- (a) Arbitration proceedings shall comply with the provisions of The Labour Relations Code of Alberta.
- (b) The decision of a majority of the Arbitration Board is the Award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be the decision of the Board.
- (c) Each party shall pay its own expenses and fees and expenses of witnesses called by it and of its representatives.

- (d) The fees and expenses of the Chairman shall be paid by the unsuccessful party in the arbitration, and if there is an apportionment of success in the same, the fees of the Chairman shall be divided between the parties in the manner as determined by the Arbitration Board.
- (e) The parties may mutually agree that the arbitration shall be by way of a single arbitrator.

17.05 When the Employer has not made the remittances required by Article Eleven and/or Article Twelve and/or Article Thirteen and/or 18.06 in compliance with the provisions of those articles (given a ten (10) day grace period being allowed), there shall be instant arbitration. Instant arbitration shall mean, for the purposes of this article, that a grievance is filed by the Union and proceeds directly to arbitration pursuant to Article 17.04 without being processed through any preliminary steps.

ARTICLE EIGHTEEN - UNION RIGHTS

18.01 Job Stewards:

- (a) The union may appoint one steward as spokesman on each project and he may have assistants where required. Each steward, at the time of his appointment, shall be a qualified tradesman in his classification.
- (b) Job stewards shall be recognized on all jobs on which they are appointed and shall not be discriminated against. The job superintendent or other senior Employer's representative on the job shall be notified of the name of the job steward and the names of any assistant stewards appointed. Time shall be given to the job steward to carry out his duties.
- (c) Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the "Canadian Model Alcohol and Drug Guidelines and Work Rule".

18.02 The Business Agent is to have access to all jobs covered by this collective agreement in carrying out his regular duties, after first notifying the superintendent or other senior representative of the Employer. This access is not to be refused unless justifiable circumstances warrant this action.

18.03 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 Local Union and submitted to the management of the Employer for his approval.

18.04 The Employer recognizes the Local Union as the exclusive bargaining agent of those employees of the Employer for whom each Local Union has established and retained or subsequently establishes and retains the right of collective bargaining, to the extent that the said employees are engaged in the territories and trade jurisdiction to which this Agreement applies.

18.05 The Employer agrees to employ only members in good standing with the Union. If the Employer calls the Union for men, and the Union is unable to supply men acceptable to the Employer within forty-eight (48) hours of the request, excluding Saturdays, Sundays, and holidays or days in lieu thereof, then the Employer may hire the number of men requested elsewhere, it being understood that the men so employed shall make application for and become members of the Union within fifteen (15) days from the date of hire, and maintain their membership in good standing with the Union, or be replaced on request of the Union with persons acceptable to the Employer if they fail to do so. The Employer agrees to supply the Union with a list of Cement Masons employed by him upon being requested to do so by the Union.

Notwithstanding the foregoing, on certain projects where client specifications require the hiring amongst minority groups, a pre-job meeting will be held between the Employer, the Employers' Organization, and the Union in order to accommodate the client requirements.

18.06 **Union Dues:**

- (a) Monthly dues shall be deducted from the wages of each employee who is affected by this agreement and who authorizes the Employer in writing to make such deduction.
- (b) The Employer shall also honour signed authorizations for the deduction of Union dues, initiation fees, and assessments from the employee's wages, and shall make such deductions in accordance with the authorization, or in accordance with such amendment to same as may be requested by the Union and approved by the employee.
- (c) The above deductions shall be remitted to the Unions office by the fifteenth (15th) of the month following, together with a list showing the amounts deducted for each employee.

ARTICLE NINETEEN - MANAGEMENT RIGHTS

19.01 Subject to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including the right to select and hire workmen, promote and/or transfer any employee, or discharge any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes, and means of production or handling.

- 19.02** Employees affected by this Agreement shall work under the conditions herein set out. The Employer shall be given preference in the supplying of Union members.

ARTICLE TWENTY - SUBCONTRACTORS

- 20.01** For work coming within the scope of Article 5.02, "industrial" work, of this Agreement, a sub-contractor is a person or contractor who performs work at the job site that, if done by the Employer, would have come under the terms of this Agreement. The Employer shall give preference to sub-contractors who have contractual relations with the Union. If sub-contractors bound by this Agreement are not available and other sub-contractors are engaged on such "industrial" work, the conditions of this Agreement relating to hours of work, wage rates, overtime, vacation pay & statutory holiday pay, health and welfare, pension, and training contributions shall apply to the said sub-contractors.

- 20.02** For "non-industrial" work, being work which does not fall within the scope of Article 5.02, the Employer agrees that it will not subcontract out Cement Masons' work, which is regularly and routinely performed by the Employer's own forces, unless such work is to a Contractor that agrees to be bound by the terms and conditions of this Agreement. Subcontractors who also do work that the Employer normally does not use its own work force to perform are not covered by this prohibition.

ARTICLE TWENTY-ONE - SPECIAL PROJECTS

- 21.01** On projects where the existing Collective Agreement does not adequately cover working conditions, a pre-job meeting may be held.
- 21.02** Any proposed modifications to the existing Agreement resulting from such pre-job meeting must, prior to their implementation, be ratified by the parties to the existing Collective Agreement.

ARTICLE TWENTY-TWO - ENABLING

- 22.01** It is recognized that from time to time certain terms and conditions of employment for Cement Masons may require alteration from those contained in this collective agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Any request to alter terms and condition of employment can be initiated by the Employer, Local Union, or Association.
- 22.02** Any modification to terms and conditions of employment will be finalized in writing by the Business Manager of the local Union, or his designate, plus a Representative of Construction Labour Relations - An Alberta Association. All enabled conditions will be available to any signatory contractor applying for enabling and bidding the work on which enabled conditions apply.

22.03 Where mutual agreement is not achieved such request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.

22.04 **"Blanket Enabling" for Commercial/Institutional Projects:** Notwithstanding the foregoing, any Employer who wishes to apply a rate to a commercial/institutional project (i.e. work that is not encompassed by the definition of industrial work set out in Article 5.02) that is less than the rate set out in this Agreement respecting such a project shall so advise the Registered Bargaining Agent for the Employers (the Association) of the minimum journeyman base rate necessary to be competitive in the tendering of the identified project. In the event only one such Contractor so contacts the Association respecting the project identified, the Association shall advise the Union of the project and of the rate determined for that project prior to the tendering respecting the said project, and the rate so identified shall be the minimum rate for the journeyman employees of the said Employer who are engaged on the said project and the minimum rates for other employees of the said Employer on the said project shall be calculated on the said minimum journeyman rate.

In the event more than one Employer advises the Association of an intent to apply a lesser minimum journeyman base rate to a particular project, then the Association shall convene a meeting of the Employers who so advise the Association of such intent, and the minimum journeyman base rate to be applied to such project shall be decided by the meeting of such Employers. The Association shall advise the union of the project and of the rate so determined for that project prior to the tendering respecting the said project, and the rate so identified shall be the minimum rate for the journeyman employees of the said Employers who are engaged on the said project and the minimum rates for other employees of the said Employers on the said project shall be calculated on the said minimum journeyman rate.

ARTICLE TWENTY-THREE - CONSULTATIVE COMMITTEE

23.01 The parties mutually agree that there shall be a Consultative Committee set up consisting of not less than four (4) members or more than six (6) members with equal representation from both parties. One member shall be a representative of the C. L. R. - A. and one member shall be the Business Representative of the Union. Equal voting rights for both parties to this Agreement shall be maintained at each meeting of the Committee.

23.02 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.

23.03 In the event of an alleged violation of the Agreement which has not been settled in the Grievance Procedure and is received by the Consultative Committee, the Committee shall meet and hear the complaint within five (5) days of receiving notice prior to the grievance proceeding to arbitration.

- 23.04** The Consultative Committee shall render its decision within two (2) days after hearing the complaints.
- 23.05** The Committee shall have full powers to investigate any and all complaints, obtain such evidence as the Committee deems necessary, and recommend such action as the Committee deems appropriate.
- 23.06** The Committee may agree to recommend changes to the provisions of this Agreement to provide for greater uniformity and/or to meet conditions unique to the special needs of the industry. Any changes to the Agreement must be ratified by the Parties to the Agreement before they are implemented.
- 23.07** The Committee shall have joint chairmanship; one co-chairman from the Union and one from the Trade Division. The co-chairmen shall each chair alternate meetings.
- 23.08** The Committee shall meet at the call of either of the co-chairmen but shall attempt to meet at least once per year.

ARTICLE TWENTY-FOUR - ASSOCIATION DUES ASSESSMENT

24.01 Construction Labour Relations - An Alberta Association Dues and Remittances

- (a) In satisfaction of the Employers' obligations to the Association under section 163 of the *Alberta Labour Relations Code* and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to Construction Labour Relations - An Alberta Association (the "C.L.R.") the contribution rates for C.L.R. sponsored initiatives, and the hourly dues levied by the C.L.R. pursuant to section 163 of the *Code* and pursuant to this Collective Agreement. The amounts of the contribution rates and dues shall be established by the C.L.R., and any or all of them may be changed by the Board of Directors of Construction Labour Relations – An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient.
- (b) In the event of a failure on the part of any Employer to contribute to the Association the contribution rates and dues required to be contributed pursuant to section 163 of the *Labour Relations Code* and pursuant to this Letter of Understanding, 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 in its own name against the subject Employer. Such a grievance may be referred by the Association to arbitration without being processed through

any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the arbitration tribunal shall be the Association and the subject Employer. The Association may not, however, simultaneously pursue a violation of this Letter of Understanding through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

- (c) All cost relating to the administration of the fund(s) shall be borne by the Association.

24.02 ALBERTA BUILDING TRADES COUNCIL CHECK-OFF

- (a) The Employer shall deduct five cents (5¢) per hour worked as a check-off to the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council (the "Council"). Such deduction shall be paid for each and every employee covered by the terms of and operation of this Collective Agreement. The moneys 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 moneys directly to an account designated by the Council, under the same timings and conditions as are in force for submission to the Local Union.
- (b) The moneys deducted by the Employer for the Council check-off shall be deemed to be in trust. Where the Employer chooses to remit the check-offs to the Union the same shall be remitted by the Employer and received by the Union in trust for the Council.
- (c) 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:
 - (1) the name and social insurance number for each employee on whose behalf the deduction was made;
 - (2) the number of hours worked;
 - (3) the amount of money deducted;
 - (4) the employee's trade union affiliation;
 - (5) a nil return where applicable.

In making this report directly to the Council, the Employer may use his own computer or hand generated records or may use of forms supplied the council, such forms to be available to the Employer on request and at no cost to the Employer.

ARTICLE TWENTY-FIVE - PROHIBITION OF STRIKES OR LOCKOUTS

- 25.01** The Employer agrees that there will be no lockout or breach of this Agreement during its term.

25.02 The Union agrees that there shall be no strike, stoppage of work, slowdown, work to rule or other action that would stop or interfere with the Employer's operations during the term of this Agreement.

ARTICLE TWENTY-SIX - SAVING CLAUSE

26.01 In the event that any part of this Agreement is found to be invalid by any Court of Law or by any Federal or Provincial administration agency or tribunal, 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 such findings shall not affect the balance 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 purposes of making them conform to the statutes violated.

ARTICLE TWENTY-SEVEN - FILING OF COPIES

27.01 Copies of this Agreement shall be filed with the Director of Mediation Services as required by the Labour Relations Code.

WAGES - SCHEDULE “A” FOR INDUSTRIAL WORK

**SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS
(included within article 5.02)**

Effective Date	Base Wage	Hol. & Vac. Pay	H&W Fund	Pens. Fund	Training Fund	Total Wage
Journeyman						
May 20, 2007	\$33.01	\$3.30	\$0.90	\$4.50	\$0.15	\$41.86
July 1, 2007	\$33.88	\$3.39	\$0.90	\$4.50	\$0.20	\$42.87
May 4, 2008	\$35.22	\$3.52	\$0.90	\$5.00	\$0.25	\$44.89
May 3, 2009	\$36.72	\$3.67	\$1.00	\$5.00	\$0.30	\$46.69
November 1, 2009	\$37.74	\$3.77	\$1.00	\$5.00	\$0.30	\$47.81
May 2, 2010	\$38.92	\$3.89	\$1.00	\$5.00	\$0.35	\$49.16
October 31, 2010	\$39.74	\$3.97	\$1.00	\$5.00	\$0.35	\$50.06
3rd Year Apprentice						
May 20, 2007	\$28.06	\$2.81	\$0.90	\$4.50	\$0.15	\$36.42
July 1, 2007	\$28.80	\$2.88	\$0.90	\$4.50	\$0.20	\$37.28
May 4, 2008	\$29.94	\$2.99	\$0.90	\$5.00	\$0.25	\$39.08
May 3, 2009	\$31.21	\$3.12	\$1.00	\$5.00	\$0.30	\$40.63
November 1, 2009	\$32.08	\$3.21	\$1.00	\$5.00	\$0.30	\$41.59
May 2, 2010	\$33.08	\$3.31	\$1.00	\$5.00	\$0.35	\$42.74
October 31, 2010	\$33.78	\$3.38	\$1.00	\$5.00	\$0.35	\$43.51
2nd Year Apprentice						
May 20, 2007	\$24.76	\$2.48	\$0.90	\$4.50	\$0.15	\$32.79
July 1, 2007	\$25.41	\$2.54	\$0.90	\$4.50	\$0.20	\$33.55
May 4, 2008	\$26.42	\$2.64	\$0.90	\$5.00	\$0.25	\$35.21
May 3, 2009	\$27.54	\$2.75	\$1.00	\$5.00	\$0.30	\$36.59
November 1, 2009	\$28.31	\$2.83	\$1.00	\$5.00	\$0.30	\$37.44
May 2, 2010	\$29.19	\$2.92	\$1.00	\$5.00	\$0.35	\$38.46
October 31, 2010	\$29.81	\$2.98	\$1.00	\$5.00	\$0.35	\$39.14
1st Year Apprentice						
May 20, 2007	\$21.46	\$2.15	\$0.90	\$4.50	\$0.15	\$29.16
July 1, 2007	\$22.02	\$2.20	\$0.90	\$4.50	\$0.20	\$29.82
May 4, 2008	\$22.89	\$2.29	\$0.90	\$5.00	\$0.25	\$31.33
May 3, 2009	\$23.87	\$2.39	\$1.00	\$5.00	\$0.30	\$32.56
November 1, 2009	\$24.53	\$2.45	\$1.00	\$5.00	\$0.30	\$33.28
May 2, 2010	\$25.30	\$2.53	\$1.00	\$5.00	\$0.35	\$34.18
October 31, 2010	\$25.83	\$2.58	\$1.00	\$5.00	\$0.35	\$34.76

Trainee

May 20, 2007	\$18.16	\$1.82	\$0.90	\$4.50	\$0.15	\$25.53
July 1, 2007	\$18.63	\$1.86	\$0.90	\$4.50	\$0.20	\$26.09
May 4, 2008	\$19.37	\$1.94	\$0.90	\$5.00	\$0.25	\$27.46
May 3, 2009	\$20.20	\$2.02	\$1.00	\$5.00	\$0.30	\$28.52
November 1, 2009	\$20.76	\$2.08	\$1.00	\$5.00	\$0.30	\$29.14
May 2, 2010	\$21.41	\$2.14	\$1.00	\$5.00	\$0.35	\$29.90
October 31, 2010	\$21.86	\$2.19	\$1.00	\$5.00	\$0.35	\$30.40

WAGES - SCHEDULE “B” FOR NON-INDUSTRIAL WORK

**SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS
(work not included within article 5.02)**

Effective Date	Base Wage	Hol. & Vac. Pay	H&W Fund	Pens. Fund	Training Fund	Total Wage
Journeyman						
May 20, 2007	\$26.35	\$2.63	\$0.90	\$3.50	\$0.15	\$33.53
May 4, 2008	\$27.77	\$2.78	\$0.90	\$3.50	\$0.15	\$35.10
May 3, 2009	\$28.95	\$2.90	\$1.00	\$3.50	\$0.15	\$36.50
November 1, 2009	\$29.75	\$2.98	\$1.00	\$3.50	\$0.15	\$37.38
May 2, 2010	\$30.71	\$3.07	\$1.00	\$3.50	\$0.15	\$38.43
October 31, 2010	\$31.35	\$3.13	\$1.00	\$3.50	\$0.15	\$39.13
3rd Year Apprentice						
May 20, 2007	\$22.40	\$2.24	\$0.90	\$3.50	\$0.15	\$29.19
May 4, 2008	\$23.60	\$2.36	\$0.90	\$3.50	\$0.15	\$30.51
May 3, 2009	\$24.61	\$2.46	\$1.00	\$3.50	\$0.15	\$31.72
November 1, 2009	\$25.29	\$2.53	\$1.00	\$3.50	\$0.15	\$32.47
May 2, 2010	\$26.10	\$2.61	\$1.00	\$3.50	\$0.15	\$33.36
October 31, 2010	\$26.65	\$2.67	\$1.00	\$3.50	\$0.15	\$33.97
2nd Year Apprentice						
May 20, 2007	\$19.76	\$1.98	\$0.90	\$3.50	\$0.15	\$26.29
May 4, 2008	\$20.83	\$2.08	\$0.90	\$3.50	\$0.15	\$27.46
May 3, 2009	\$21.71	\$2.17	\$1.00	\$3.50	\$0.15	\$28.53
November 1, 2009	\$22.31	\$2.23	\$1.00	\$3.50	\$0.15	\$29.19
May 2, 2010	\$23.03	\$2.30	\$1.00	\$3.50	\$0.15	\$29.98
October 31, 2010	\$23.51	\$2.35	\$1.00	\$3.50	\$0.15	\$30.51
1st Year Apprentice						
May 20, 2007	\$17.13	\$1.71	\$0.90	\$3.50	\$0.15	\$23.39
May 4, 2008	\$18.05	\$1.81	\$0.90	\$3.50	\$0.15	\$24.41
May 3, 2009	\$18.82	\$1.88	\$1.00	\$3.50	\$0.15	\$25.35
November 1, 2009	\$19.34	\$1.93	\$1.00	\$3.50	\$0.15	\$25.92
May 2, 2010	\$19.96	\$2.00	\$1.00	\$3.50	\$0.15	\$26.61
October 31, 2010	\$20.38	\$2.04	\$1.00	\$3.50	\$0.15	\$27.07
Trainee						
May 20, 2007	\$14.49	\$1.45	\$0.90	\$3.50	\$0.15	\$20.49
May 4, 2008	\$15.27	\$1.53	\$0.90	\$3.50	\$0.15	\$21.35
May 3, 2009	\$15.92	\$1.59	\$1.00	\$3.50	\$0.15	\$22.16
November 1, 2009	\$16.36	\$1.64	\$1.00	\$3.50	\$0.15	\$22.65
May 2, 2010	\$16.89	\$1.69	\$1.00	\$3.50	\$0.15	\$23.23
October 31, 2010	\$17.24	\$1.72	\$1.00	\$3.50	\$0.15	\$23.61

SIGNING PAGE

Signed this ____ day of _____, 2007, in the Province of Alberta, by and between:

**Construction Labour Relations -
An Alberta Association, Cement
Masons (Provincial) Trade
Division**

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

Neil Tidsbury
President

Richard Wassill
Business Manager

APPENDIX “A” JOB TARGETING

**to the
Collective Agreement
entered into by and between**

**CONSTRUCTION LABOUR RELATIONS - An Alberta Association CEMENT
MASONS (Provincial) TRADE DIVISION**

and

**OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION LOCAL UNION 222**

pursuant to registration certificate number 43

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 20, 2007 to April 30, 2011 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 Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Coordinating Committee of registered employers' organizations and of the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.
- 2 This Job Targeting Appendix shall remain in effect until terminated on sixty (60) days notice by either party or until April 30, 2011, whichever is the earlier. It is further understood that the parties shall meet periodically to review the application and operation of this Job Targeting Appendix and may amend the terms or operation of this Appendix at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Appendix, where there has been agreement upon special terms and conditions of employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.

This Job Targeting Appendix shall be attached to and part of the Collective Agreement entered into between the Parties pursuant to Registration Certificate Number 43.

Signed this ____ day of _____, 2007, in the Province of Alberta, by and between:

**Construction Labour Relations -
An Alberta Association, Cement
Masons (Provincial) Trade
Division**

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

Neil Tidsbury
President

Richard Wassill
Business Manager

APPENDIX “B” LETTER OF UNDERSTANDING

by and between

**Construction Labour Relations - An Alberta Association
Cement Masons (Provincial) Trade Division
[the "Trade Division"]**

and

**Operative Plasterers And Cement Masons
International Association Of The United States And Canada
Local Union 222
[the “Union”]**

Re: Canadian Model for Providing a Safe Workplace

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate #43, which Collective Agreement is in effect from May 20, 2007, to April 30, 2011 as set out in the said Collective Agreement (the “Collective Agreement”), and

Whereas there is a reference in the Collective Agreement in Article 14.03 (c) to the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule, October 2005 Edition [the “Canadian Model”], and

Whereas the Parties hereto desire to set out the provisions of the Canadian Model dated October 2005 that will be applied by agreement under the provisions of Article 14.03 (c) in the Parties’ Collective Agreement, and to identify the provisions that, if applied, will be applied unilaterally by the employer,

Now Therefore It is Agreed between the Parties hereto and on behalf of those represented by each of them,

1 Concurrence

Except for the matters set out in paragraphs 2 and 3 below, the Canadian Model dated October 2005 will be implemented by agreement under Article 14.03 (c) of the Collective Agreement for the purposes set out in section 1.1 of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.

2 Random Testing

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the Canadian Model dated October 2005 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 any imposition of random testing in accordance with the Grievance Procedure set out in Article 17.00 of the Collective Agreement.

3 Mandatory Assessment and Dispatch Conditions

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the Canadian Model dated October 2005 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 any imposition of site access testing in accordance with the Grievance Procedure set out in Article 17.00 of the Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section 5.5 of the Canadian Model dated October 2005 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 dated October 2005 with respect to such a positive test.

4 Collective Agreement

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

All of which is agreed this ____ day of _____, 2007:

For the Trade Division:

For the Union:

