

SHOP

FIREPROOFING

COLLECTIVE AGREEMENT

between

**Construction Labour Relations - An Alberta Association
as Agent for and on behalf of:**

**AECON Western Industrial
Brock Canada Industrial Limited
Park Derochie Inc.**

and

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

May 1, 2016 to April 30, 2020

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SHOP FIREPROOFING COLLECTIVE AGREEMENT

by and between

**Construction Labour Relations – An Alberta Association
as Agent and on behalf of:**

**AECON Western Industrial
Brock Canada Industrial Limited
Park Derochie Inc.**

(hereinafter referred to as the “Employer”)

and

**The Operative Plasterers’ and Cement Masons’ International Association
of the United States and Canada, Local 222
on behalf of the Employee**

(hereinafter referred to as the “Union”)

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 - DEFINITION

1.01 This Agreement is to cover Members of the Union.

ARTICLE TWO - PURPOSE

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

ARTICLE THREE - GEOGRAPHICAL JURISDICTION

3.01 The jurisdiction of this Agreement shall be for signatory Employers performing Shop Fireproofing as defined in Clause 4.01 in the Province of Alberta.

3.02 The Employers recognize that the Operative Plasterers' and Cement Masons' International Association has awarded the Union the geographical jurisdictions of Alberta, Northwest Territories, Saskatchewan, and Manitoba.

3.03 The Union recognizes that the Employers are represented by Construction Labour Relations – An Alberta Association who's authority to bargain is limited to the Province of Alberta.

ARTICLE FOUR - TRADE JURISDICTION AND DEFINITION

4.01 Shop Fireproofing work shall be defined as all aspects of the fireproofing process including prefabrication performed by the Employer in the Employer's permanent shop and is not on a construction site or module assembly yard.

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

ARTICLE FIVE - UNION RIGHTS

5.01 The Employer agrees to employ only Members who are in good standing with the Union provided qualified Union Members are available for hire and further agrees that the Union shall be recognized as bargaining agent for these Employees.

- 5.02** All Employees shall obtain a clearance or referral slip from the Union office before being employed.
- 5.03** If the Union is unable to supply Members, the Employer may hire other persons. The Union shall be notified and such Employees will apply at once for Membership in the Union as a condition of employment.
- 5.04** As a condition of employment, all Employees shall sign check-off slips in the amounts as may be prescribed by the Union and shall maintain their Membership in good standing as a condition of continued employment. The Employer agrees to honor said check-off authorizations and shall deduct from the Employee's wages such monies and in the amounts so prescribed in accordance with the said authorization or as may be directed by the Union from time to time. Monthly dues are to be deducted on the first pay of each month and working dues from each pay and submitted to the Union office along with other monies deducted to that date, accompanied by a list showing the amounts deducted for each Employee. This list shall include:
- Regular hours
 - Overtime hours
 - time and one half
 - double time hours
 - Building Trades of Alberta Dues – \$0.06 per hour
- 5.05** Initiation to take place within the time stipulated by the Union, or all monies will be forfeited to the Union.
- 5.06** The Union shall at all times determine who may or may not become Members of the Union and their classification. Classification may be done in conjunction with the Employer.
- 5.07** The Employer recognizes the O.P.C.M.I.A. Code of Conduct and the Union's right to discipline its Members as it sees fit. The Employer further agrees not to intimidate by threat of loss of job, or refusal to hire, any Member that insists on abiding by the terms of this Agreement.
- 5.08** The Employer will allow the Business Agent of the Union access to all jobs during working hours, provided the Business Agent first notifies the Employer in advance and provided said agent does not hinder the progress of work.
- 5.09** Parties to this agreement recognize the right of the Union to appoint a Steward from Employees present on job. The Steward must be acceptable to the Employees and shall not be discriminated against. The Union will make every effort to have Steward Training available and have trained Stewards in place.

- 5.10** The Union shall have the right to post notices at the designated places on any job affected by this agreement. All such notices must be signed by the proper officer of the Union and submitted to the management of the Employer for their approval.
- 5.11** It shall be the privilege of the Union Member to respect the legal picket line of any craft. Refusal on the part of Union Members to cross a legal picket line shall not be deemed a violation of this Agreement; said Members shall not be subject to discharge or penalty of any kind. The Employer shall not impose any liability whatsoever either on the Members and/or the Union.
- 5.12** Any Employer signatory to this Agreement, shall not sub-contract any plastering work coming under the jurisdiction of the Union plasterer, to another Employer or person unless the Sub-Contractor first becomes signatory to this Agreement.
- 5.13** The Employer will notify the Union in writing (ex. e-mail) in a timely manner when transferring an Employee between shop and field construction work.

ARTICLE SIX - MANAGEMENT RIGHTS

- 6.01** The Union acknowledges that it is the exclusive function and right of the Employer to:
- (a) operate and manage its business in all respects,
 - (b) maintain order, discipline and efficiency,
 - (c) make and alter from time to time the rules and regulations to be observed by Employees providing such rules and regulations are not in conflict with this Agreement,
 - (d) direct the working force,
 - (e) determine job content, create and abolish jobs, including methods, processes, and means of production and handling,
 - (f) select, hire, promote or demote, transfer, lay-off because of lack of work, discipline, suspend and discharge any Employee, provided however, that any alleged wrongful discipline, suspension or discharge will be subject to the Grievance Procedure provided herein, and

- (g) upon termination of a Member’s employment with an Employer, the Employer may complete a termination report evaluating the Member’s overall performance with the company. The format of said report to be approved by the Union and the report is to be completed and filed with the Union office within 2 calendar weeks from the date of termination.

ARTICLE SEVEN - NO STRIKES OR LOCKOUTS

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

ARTICLE EIGHT - WAGES AND PAYMENT CONDITIONS

- 8.01** The minimum regular rate of pay for Employees working under this agreement shall be as per Schedule “A”. During the term of this agreement wages will be adjusted according to the Letter of Understanding Re: Shop Fireproofing Wage Determination.

- 8.02** Wages shall be paid once a week by cash, cheque or mailed cheque or by direct deposit in a central bank account opened in the name of the Employee or into a designated account of the Employee’s choice and not more than 5 days’ pay shall be held back. If the Employer’s cheque is not readily negotiable, for reasons of insufficient funds, said Employer shall on demand by the Union, be compelled to pay wages in cash.

The Employer shall have the option to use electronic pay records and Records of Employment. Upon request from an Employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed Record of Employment will be issued.

- 8.03** The term “regular hourly rate of pay” as used in this Agreement, shall mean the actual hourly rate of pay the Employee has been receiving for work performed.

- 8.04**
 - (a) If an Employee is laid off or discharged, 1 hour’s notice shall be sufficient, 1 hour’s pay may be given in lieu of notice. No notice is required for termination for just cause.
 - (b) On proper notice of termination, the Employer shall pay all monies due together with all records and separation slip within 2 working days by 1 of the methods noted in Clause 8.03. If mailed, it shall be by Registered mail.

8.05 If an Employee quits they shall give their Supervisor 1 hour's notice and their pay shall be mailed to them by Registered mail or given to them at the central pay office of the Employer on the next regular pay day.

8.06 All Employees shall be granted 6% of their gross earnings for Vacation Pay and 4% of their gross earnings for Statutory Holiday Pay. These monies are to be paid each pay period with wages that are due. Gross earnings for the purpose of this clause shall be defined as the regular or basic pay which the Employee is paid for all straight time hours worked plus overtime premium and height premium.

8.07 **Adjustments to Contributions** - All benefit plan increases to come from the total package increases. Allocations to benefit plans will be mutually agreed by the parties.

ARTICLE NINE - HOURS OF WORK, REST PERIODS AND OVERTIME

9.01 The following sections are designed to identify the regular and overtime hours of work and are not to be construed as a guarantee of hours of work per day, per week or with respect to days in any week.

9.02 (a) The regular shift of 8 or 10 hours [in the case of the compressed work week] may be performed anywhere between the hours of 6:00 a.m. and 6:30 p.m.

(b) Any shifts not falling within time frame in 9.02(a) shall be subject to a shift premium of \$3.00 per hour.

9.03 The regular working week shall consist of 40 hours of employment divided into 5 x 8 hour working days, Monday to Friday inclusive.

9.04 A compressed work week of 4 x 10 hour working days may be worked at straight time rates. The 4 x 10 hour days must be worked consecutively. The first 2 hours of overtime on a 4 x10 hour day schedule shall be paid at time and one half the regular rate of pay. All others to be paid at double the regular rate.

9.05 (a) If the 4 x 10 hour days are being worked and 1 or more days of work are lost during that week due to inclement weather, the Employer may schedule Friday as a make-up day. Hours worked on the Friday to be paid at straight time rates up to 10 hours in the day or until the 40 hours [reduced appropriately when a statutory holiday occurs during that week] in the week have been worked after which overtime provisions apply. Employees shall not refuse to work the make-up day and the Employer shall not force an Employee to work

if said Employee has a legitimate reason for not working. The Union and the Employer jointly shall determine whether or not the reason is legitimate.

- (b) In circumstances where Friday is a regular scheduled overtime day, Clause 9.05(a) will not apply and applicable overtime rates will apply, subject to Clause 9.09(e).

9.06 A non-paid lunch break of one half hour duration will be taken halfway through each shift.

9.07 There shall be a paid break of 10 minutes in each half of an 8 hour shift and a paid break of 15 minutes in each half of a 10 hour shift. There shall be a break of 10 minutes every 2 hours thereafter.

9.08 In consultation with the effected Employees, an Employer may implement the following when Employees are working 8 hour shifts.

In lieu of the break and lunch periods specified in Clauses 9.06 and 9.07, there shall be 2 breaks of one half hour each, approximately equally spaced in the 8 hour shift, 1 break will be paid at straight time rates and 1 break will be unpaid.

9.09 (a) All hours in excess of 8 hours per day [except as noted in Clause 9.04 and Clause 9.05] and 40 hours per week until a break of 8 hours occurs, shall be considered overtime.

(b) Time and one-half the Employees regular rate of pay will be paid on hours worked in excess of 40 but less than 70 in the Monday to Sunday time period.

(c) Double the regular rate on hours that are not included in (a) or (b) above.

(d) All hours worked on statutory holidays shall be paid at double the Employee's regular rate of pay.

(e) It is accepted that a Worker may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.

A Worker who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full 8 or 10 hours as scheduled for that shift. In the case of a Worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.

Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. A Worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.

9.10 Overtime Meals

- (a) When an Employee is required to work more than 2 hours of unscheduled overtime, the Employer shall supply them with a suitable hot meal upon completion of the 2 hours and every 4 hours thereafter. Meals are to be provided by the Employer on company time at no cost to the Employee.
- (b) Where it is not practical for the Employer to provide a meal as set out in 9.10(a), the Employer shall pay a meal allowance of \$25.00 in lieu of the meal.

ARTICLE TEN – FOREMAN

- 10.01** Any job employing 6 or more plasterers shall have at least 1 Working Foreman. All Foreman or Acting Foreman shall be a Journeyman Member of the Union, or an Employer who is a qualified plasterer who shall be in attendance on said job at all times.

10.02 Any Foreman or Acting Foreman shall be paid \$4.50 per hour.

ARTICLE ELEVEN - SHOW-UP

- 11.01**
- (a) When an Employee reports to work at the regular starting time and such Employee is not put to work, the Employee so affected shall be entitled to a minimum of 2 hours pay at the applicable rate of pay.
 - (b) In order to qualify for show up time Employees must remain on the job site, unless otherwise directed by the Employer. Where the Employee(s) are directed to remain on the job site for more than 2 hours they shall be paid for such time at the applicable rate.
 - (c) An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least 2 hours prior to the commencement of the normal work day.
 - (d) When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

ARTICLE TWELVE - GENERAL HOLIDAYS

12.01 All work performed on the following named holidays or any such days as may be declared a general holiday by the Federal and Provincial Government shall be paid for at double the Employee’s basic hourly wage rate:

- | | |
|-----------------|------------------|
| New Year’s Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | Heritage Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

12.02 When 1 of the holidays in Clause 12.01 falls on a Saturday or Sunday or a scheduled day off, the following regular working day shall be observed as the holiday. Should Christmas Day and Boxing Day fall on Saturday and Sunday, the Monday and Tuesday following shall be observed as the holiday. All work performed on any day as specified in Clause 12.01, shall be paid for at double the regular hourly rate of pay.

ARTICLE THIRTEEN - JOINT APPRENTICESHIP TRAINING COMMITTEE (JATC) & TRAINING FUND

Training Fund

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

The Employer shall contribute to the Plasterers' Apprenticeship and Training Fund as per Schedule "A".

Employer contributions are per hour for each hour worked by each Employee covered by this Agreement. Remittances to the Plasterers' Apprenticeship Training Fund shall be made to the Union by a separate cheque.

Joint Apprentice Training Committee (JATC)

13.02 A Joint Apprenticeship Training Committee consisting of equal representation from the Union and Employers shall be created. It will be the responsibility of the JATC to set Plasterers Apprentice training standards and implement training programs.

Both parties agree that Apprentices should be required to process and present an "Apprentice Blue Book", an apprentice log in which the Employer would be required to record the amount of time in their employ and as accurately as possible the type of work completed. The apprentice book is to be utilized to document all hours worked. These hours are to be verified by an Employer's Representative and the Apprentice. It shall be the responsibility of the JATC to implement the program.

Both parties agree that when a compulsory training program is available, and is approved by the JATC, then and only then the Union will have the right to supply from their list 1 in 8 qualified trades' people in every classification.

ARTICLE FOURTEEN - APPRENTICES**Apprentice Rate Change Criteria**

- 14.01** (a) Clarification of Apprenticeship hours:
- | | |
|--------------------|--|
| Trainee | up to 500 hours employment |
| First Year | up to 2,000 hours employed at the trade |
| Second Year | 2,001 to 3,500 hours employed at the trade |
| Third Year | 3,501 to 5,000 hours employed at the trade |
| Journeyman | After 5,000 hours have been worked |
- (i) An apprentice is only allowed 1 change in classification per year.
- (ii) This change is to occur on or after the Member's anniversary date. [Anniversary Date: The date that the last rate change occurred based on meeting all required criteria.]
- (iii) Must achieve the minimum hours required [see Clause 14.01(a)]
- (iv) Attend appropriate training course as approved by the JATC and passing a subsequent exam.
- (b) A completed Proof of Hours form shall be required to establish all classifications.

14.02 Changes in Classification

- (a) When an Apprentice's classification changes as per 14.01(a) and 14.01(b), the Employer will pay the Apprentice the corresponding new wage rate as per Schedule "A" upon the Employer being notified in writing by a representative of the Union.
- (b) Notification in writing may be provided by a representative of the Union to the Employer up to 1 week in advance of the criteria in 14.01(a) and 14.01(b) being met, the new wage as per Schedule "A" will be paid once the Employee has met the criteria in 14.01(a) and 14.01(b).

- 14.03** Where there is a need for a committee to deal with concerns relating to the Apprenticeship Programs, it will be dealt with through the JATC [Clause 13.02]. This Committee will be responsible for dealing with any grievance or complaint arising out of apprenticeship and will meet on notification of either party.

Any decision arrived at by this committee will be binding on all concerned. All Apprentices shall be governed by the Alberta Apprenticeship Act. They shall in all cases be Members of the Union and attend apprenticeship classes when notified to do so by the JATC, and shall be subject to discharge at the request of the Union for non-attendance unless the Apprentice has a valid reason satisfactory to the JATC.

- 14.04** No Apprentice shall be allowed to work without a Journeyperson and shall be given equal training on all phases of work being performed by the Employer.
- 14.05** Apprentice wages shall be based on a percentage of the minimum Journeyperson's base wage as established by this Agreement and paid as follows:
- (a) First Year Apprentice: 55% of the minimum Journeyperson's base wage.
 - (b) Second Year Apprentice: 67.5% of the minimum Journeyperson's base wage.
 - (c) Third Year Apprentice: 80% of the minimum Journeyperson's base wage.
- 14.06** Terms of Apprenticeship shall be for a period of 5,000 hours. Where any provisions of this Article conflicts with the Alberta Apprenticeship Act as it pertains to the Plastering Trade Regulations, then the Provincial regulations shall apply.
- 14.07** Where an apprenticeship program, covering period of Apprenticeship, wage rates, etc., is not specifically covered by this Article, for any classification of work coming under the jurisdiction of the Union, then a program may be established by the Union, on consultation with the Employer, which will become part of this Agreement and applicable to all Employers that may subsequently come under the classification concerned.

ARTICLE FIFTEEN - TRAINEES

- 15.01** Trainees are defined as Employees who are neither Journeypersons nor Apprentices who wish to involve themselves in the trade prior to becoming an Apprentice.
- 15.02** No Trainee shall be allowed to work without a Journeyperson present.
- 15.03** The maximum number of Trainees allowable per job site for any 1 Employer shall be 1 Trainee for every 1 Journeyperson.
- 15.04** Employers shall supply in writing to the Union, the names, addresses, phone numbers, social insurance numbers and the date of hiring for all Trainees hired; the Trainee shall immediately apply for membership.
- 15.05** An Employer may employ a person defined as a Trainee for a maximum period of 500 hours. If during the first month of employment, the Trainee quits, is fired and/or dismissed in any manner prior to the completion of the

month [160 hours of employment] the Employer is not liable to make contributions to the O.P. & C.M.I.A. Health and Welfare and Pension Plans of Alberta as noted in Clauses 16.02 and 16.08. If the Trainee continues to be employed past the 1 month period [160 hours of employment], the Employer will remit Health and Welfare and Pension Plan contributions as per Clauses 16.02 and 16.08 retroactive to the first day the Trainee began employment. Each Trainee can only experience 1 month probation.

- 15.06** All Trainees must pay dues to the O.P. & C.M.I.A. as per Union bylaws. Said dues to be deducted from the Trainees first pay cheque each month.
- 15.07** A Trainee’s minimum regular rate of pay shall be 45% of the journeyperson’s regular base wage.
- 15.08** It is mutually agreed that all efforts will be made to employ the prior years’ Trainees/First Year Apprentices before any new Trainees are hired.

ARTICLE SIXTEEN - HEALTH & WELFARE AND PENSION PLAN

Health and Welfare

- 16.01** The Employer acknowledges the O.P.C.M.I.A. Health & Welfare Plan of Alberta as amended on October 4th, 2004, between the Union and Construction Labour Relations – An Alberta Association Cement Masons (Provincial) Trade Division and the Alberta Wall & Ceiling Association and such other Employers who from time to time enter into collective agreement with the Union requiring contributions to this Trust Fund and agrees to be bound by the terms of that Agreement, as amended from time to time by the decisions of the Trustees appointed from time to time hereunder.
- 16.02** The Employer shall contribute to the O.P.C.M.I.A. Health & Welfare Plan of Alberta as per Schedule “A”.
- Employer contributions are for each and every hour worked by any Employee in each year of this agreement, under the terms of this Agreement. Such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee’s wages. Such contributions are a payment in excess of the wage rates set out in this Agreement and do not constitute a payment of wages.
- 16.03** 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 Plan

of Alberta not later than the 15th day of the month following, at such address as determined by the Trustees from time to time.

16.04 It is understood that the contributions negotiated under this Article are for the benefit of Members of the Union as recognized by the Trustees, for the said fund, who shall continue to have full discretion to make from time to time reasonable rules in this respect.

16.05 Neither party shall be liable or responsible for any debts, liabilities or other obligations of the fund other than provided for in this Agreement and under all circumstances the individual Employers liability is limited to the contribution noted in the applicable Schedule as listed in Clause 16.02.

16.06 Where an Employee performs work that would require the Employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable, then the Employer shall be deemed to have kept such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of 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.

Pension Plan

16.07 The Employer acknowledges the O.P.C.M.I.A. Pension Plan of Alberta as amended on October 4th, 2004, between the Union and Construction Labour Relations – An Alberta Association Cement Masons (Provincial) Trade Division and the Alberta Wall & Ceiling Association and such other Employers who from time to time enter into collective agreement with the Union requiring contributions to this Trust Fund 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.

16.08 The Employer shall contribute to the O.P.C.M.I.A. Pension Plan of Alberta as per Schedule “A”:

- (a) The Employer shall contribute for each and every hour earned for those Employees recognized by both the Union and the Employer as Journeypersons and Third Year Apprentices.

- (b) The Employer shall contribute for each and every hour worked for those Employees recognized by both the Union and the Employer as First and Second Year Apprentices and Trainees.

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

- 16.09** 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 earned by Third Year Apprentices and Journeypersons, and for all hours worked by First Year, Second Year Apprentices and Trainees 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 15th day of the month following, at such address as determined by the Trustees from time to time. [As per Clause 5.04]

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

- 16.11** Neither party shall be liable or responsible for any debts, liabilities or other obligations of the fund other than provided for in this Agreement and under all circumstances the individual Employers liability is limited to the contribution noted in the applicable Schedule as outlined in Clause 16.08.

- 16.12** Where an Employee performs work that would require the Employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable, then the Employer shall be deemed to have kept such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of 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 SEVENTEEN - WORKING CONDITIONS

- 17.01** When the Employer can supply the Employee with regular working hours, Members of the Union shall work only for Employers signatory to this Agreement, who shall supply all materials and labour, carry compensation and conform to Municipal and Provincial safety and other regulations.
- 17.02** At no time shall anyone, unless they are recognized by the Employer and the Union as a qualified Journeyperson Plasterer or Plasterer Apprentice, be allowed to use the tools of the trade for the purpose of plastering in any of its various forms.
- 17.03**
- (a) When 6 or more Employees are employed the Employer, where practical , will supply a warm dry place for the Employees to change and dry clothes and store and lock-up Employees and Employers tools.
 - (b) A separate, warm, clean, dry lunch room shall also be provided for the specific purpose of eating lunch and/or having coffee breaks.
 - (c) 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.
- 17.04** A water container for drinking purposes and a first aid kit, meeting Alberta Occupational Health and Safety Regulations to be provided in all shops.

ARTICLE EIGHTEEN - GRIEVANCE PROCEDURE

- 18.01** All differences between the parties or persons bound by the Collective Agreement or on whose behalf it was entered into concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether the difference(s) are arbitrable shall be settled without stoppage of work or lockout by one of the following methods:
- (a) If the difference(s) is between the Union and the Employer the following procedure shall be followed.
 - (i) Within 15 calendar days of the difference(s) first being reported or the Union Representative first discovering the difference(s) the parties shall meet and endeavor to resolve the difference(s).

- (ii) In the event the difference(s) cannot be resolved then either party may refer any difference(s) to be processed as outlined in (c).
- (b) If the difference(s) is between the Employee or Employees and the Employer, the following procedure shall be followed:
 - (i) Difference(s) to be discussed thoroughly and settlement attempted within 15 calendar days of the first occurrence of the event giving rise to the grievance between the Employee or Employees and the Employer or their representative, as the case may be.
 - (ii) Failing to reach a settlement under Clause 18.01(b)(i), the Business Representative of the Union will be notified and settlement attempted between the Union and the Employer within 7 further calendar days.
- (c) If the complaint is not settled within the 7 days noted above, the grievor shall set out in writing the nature of the complaint, the section or sections of the Agreement infringed upon or claimed to have been violated and the remedy or correction claimed.

The grievance shall be signed by the grievor, and forwarded with any other information that they feel important in processing the grievance, to the Consultive Committee [refer to Article 20.00 - Consultive Committee] within 3 working days of completion of the 18.01(a)(i) or 18.01(b)(ii) process.

The Consultive Committee shall attempt to resolve the matter to the satisfaction of both the grievor and the party grieved against within 10 working days.

- (d) Within 7 calendar days of receiving the report from the Consultive Committee, if the grievance is not settled, the grievor may proceed to arbitration by filing written notice with the other party. Said notice shall include the name of that party's nominee to the Board of Arbitration.

If the other party fails to select a nominee within 7 days thereafter [excluding Saturdays, Sundays and Holidays], or if the parties' nominees fail to agree upon an Arbitrator within 3 working days of the appointment of the second nominee, either party may apply to the Director of Mediation Services to select an experienced and impartial Arbitrator.

- 18.02** The Board of Arbitration shall give their decision not later than 14 calendar days after appointment of Arbitrator except with consent of both parties, such limitation of time may be extended.
- 18.03** The Board of Arbitration may not change, modify or alter any of the terms of this Agreement. All difference(s) submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement, or that involves the determination of a subject matter not covered by, or not arising during the terms of this Agreement. The parties may agree that arbitration shall be by a single Arbitrator.
- 18.04** Each of the parties shall bear the expenses of its nominee and the parties agree that the unsuccessful party will pay the expenses of the Arbitrator.
- 18.05** All processes and time limits in this grievance and arbitration procedure are imperative and mandatory and shall only be extended or modified by mutual agreement between the parties in writing.
- 18.06** At the request of either party to the grievance, if settlement is not reached under 18.01(a) & 18.01(b), the grievance shall proceed to Arbitration as per 18.01(d).

ARTICLE NINETEEN - JURISDICTIONAL DISPUTES

- 19.01** In the event of a jurisdictional dispute, such dispute shall be settled without permitting same to interfere with the progress or prosecution of work in the following manner:
- (a) The Employer shall assign the work in accordance with current “Decisions or Agreement of Record” between the disputing Unions.
 - (b) If no “Decisions or Agreements of Record” exist, the Employer shall make an assignment of work and the dispute will be settled if possible on a local level, by the Unions involved.
 - (c) If the dispute cannot be settled as laid out in 19.01(b) then all jurisdictional disputes arising between the parties to this agreement with any of the affiliated trade organizations comprising the Building Trades of Alberta shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.

- (d) If the dispute cannot be settled on a local level, it shall be referred to the International Unions involved for settlement. If the International Unions are unable to resolve the dispute, then the matter shall be referred to the Impartial Jurisdictional Disputes Board of the Building and Construction Trade Department of the AFL/CIO for settlement.
- (e) In any event, there shall be no stoppage of work over any jurisdictional dispute.
- (f) A jurisdictional dispute shall not be grievable under the provisions for the handling of grievances contained within this Agreement.

ARTICLE TWENTY - CONSULTIVE COMMITTEE

- 20.01** The parties mutually agree that there shall be a Consultive Committee set up consisting of not less than 4 Members or more than 6 Members with equal representation from the Union and the Employers signatory hereto if requested by either party. Equal voting rights for both parties to this Agreement shall be maintained at each meeting of the Committee.
- 20.02** 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.
- 20.03** In the event of an alleged violation of the Agreement which has not been settled in the Grievance Procedure and is received by the Consultive Committee it shall meet and hear the complaint within 5 working days of receiving notice prior to proceeding to Arbitration.
- 20.04** The Consultive Committee shall render its decision within 2 days after hearing complaints.
- 20.05** The Committee shall have full powers to investigate any and all complaints, obtain such evidence as they deem necessary and recommend such action that they feel is necessary.
- 20.06** This Committee may agree to recommend changes to the provisions of this Agreement to provide for greater uniformity and/or conditions unique to the special needs of the industry. Any changes to the Agreement must be ratified by the parties' signatory hereto before they are implemented.
- 20.07** This Committee shall have joint chairmanship, 1 from the Union and 1 from a signatory Employer who will chair alternate meetings.

20.08 This Committee shall meet at least 3 times per year or at the call of either Chairman.

ARTICLE TWENTY ONE – TOOLS

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

- 2 trowels
- 2 pair side cutters (snips)
- hawk
- 1 pair end cutters (nips)
- margin trowel
- 25 foot tape measure
- wash brush
- channel lock cutters
- float
- hammer
- tool belt
- lockable tool box and lock
- knee pads

All other specialty tools, hand or power to be provided by the Employer. On projects where caustic materials are being used and/or fireproof/fire retardant protective clothing is required, it shall be supplied by the Employer as specified in the Occupational Health and Safety Regulations.

Personal protective equipment shall be provided by the Employer and shall be appropriate for the season. The clothing shall remain the property of the Employer and shall be turned in to same when an Employee is terminated [for whatever reason]. Failing this, upon agreement with the Union, the Employer may withhold the fair depreciated value of the item(s) from the Employee’s last pay until the item(s) are returned. Employees who willfully damage said clothing may be subject to the cost of replacement and/or discipline. The Employer accepts responsibility for normal wear and tear.

ARTICLE TWENTY TWO - DRUG AND ALCOHOL POLICY

22.01 **Concurrence**

Except for the matters set out in **Clause 22.02 and 22.03** below, the *Canadian Model* dated October 8, 2014, Version 5.0, [the “*Canadian Model*”], will be implemented by agreement under this 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.

22.02 Random Testing

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

22.03 Site Access Testing and Dispatch Conditions

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

If the Employer acting independently or as agent of the Owner or if the Owner itself imposes site access testing, section 5.5 of the *Canadian Model* will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the Individual will be under any obligation under the *Canadian Model* with respect to such a positive test.

22.04 Test Results

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

22.05 Collection Site Documentation

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

22.06 Reasonable Cause and Post Incident Testing

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

22.07 Point of Collection Test (POCT)

If an Employer requests a worker to participate in a POCT risk assessment pursuant to 4.8.5 of the *Canadian Model v. 5.0*, and the Worker provides the urine sample, and the laboratory drug test result is negative, the Worker shall be paid for any time the Worker would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the Worker's conduct in respect to the incident or reasons for the test request. If the Worker declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the Worker shall not be entitled to any pay for time the Worker would have otherwise worked while waiting for the laboratory result.

ARTICLE TWENTY THREE - CANADIAN FORCES RESERVES

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

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

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

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

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

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

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

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

ARTICLE TWENTY FIVE - EMPLOYER ASSOCIATION FUNDS

25.01 Construction Labour Relations – An Alberta Association Dues and Remittances

- (a) In satisfaction of the Employers' obligations under this collective agreement, the Employer shall pay to the Association \$0.07 for each and every hour worked by employees of the employer affected by this Collective Agreement and shall be forwarded to Construction Labour Relations – An Alberta Association, 201, 2725 – 12th Street, N.E. Calgary, Alberta T2E 7J2. Rates may be amended by the Association from time to time.
- (b) In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Clause 25.01(a) of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.
- (c) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid Site Access/Case Management Program, and the Audiometric

Program. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

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

ARTICLE TWENTY SIX - SAVINGS CLAUSE

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

ARTICLE TWENTY SEVEN - ENABLING

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

ARTICLE TWENTY EIGHT - DURATION OF AGREEMENT

- 28.01** This Agreement is in full force and effect from May 1, 2016 through to and including April 30th, 2020.
- 28.02** Should either party desire to change, amend, or alter this Agreement notice in writing shall be given to the other Party hereto not less than 60 days and not more than 120 days preceding the expiry of the term of the Collective Agreement. Should such notice be given this Agreement will continue in force until such time as the Union or the Employer commence a lawful strike or lockout or conclude a new Collective Agreement.

SCHEDULE “A”**SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS FOR
SHOP FIREPROOFING****RATE SCHEDULE – SHOP FIREPROOFING**

Effective Date	Base Wage	Hol. & Vac. Pay	H&W Fund	Pen. Fund	Training Fund	Total Wage
Journeyman						
May 1, 2016	\$38.26	\$3.83	\$1.40	\$5.25	\$0.30	\$49.04
Third Year Apprentice (80% of Journeyman Base Wage)						
May 1, 2016	\$30.61	\$3.06	\$1.40	\$3.94	\$0.30	\$39.31
Second Year Apprentice (67.5% of Journeyman Base Wage)						
May 1, 2016	\$25.83	\$2.58	\$1.40	\$2.75	\$0.30	\$32.86
First Year Apprentice (55% of Journeyman Base Wage)						
May 1, 2016	\$21.04	\$2.10	\$1.40	\$2.25	\$0.30	\$27.09
Trainee (45% of Journeyman Base Wage)						
May 1, 2016	\$17.22	\$1.72	\$1.40	\$0.75	\$0.30	\$21.39

SIGNING PAGE

Signed this __15__ day of ____April_____, 2016 in the Province of Alberta

**Construction Labour Relations -
An Alberta Association**

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

ORIGINAL SIGNATURE ON FILE

Neil Tidsbury
President

ORIGINAL SIGNATURE ON FILE

Peter Harvey
President

Letter of Understanding

by and between

**Construction Labour Relations – An Alberta Association
As Agent for and on behalf of:**

**Aecon Western Industrial
Brock Canada Industrial Limited
Park Derochie Inc.**
(hereinafter referred to as the “Employer”)

and

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

Re: Shop Fireproofing Wage Determination

Whereas the Parties have entered into a Collective Agreement dated May 1, 2016 – April 30, 2020, and

Whereas, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

1 Definitions and Application

- (a) **“CPI Change”** shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/econ09j-eng.htm>
- (b) **“Oil Price”** shall be the average of the daily prices posted for West Texas Intermediate Oil, in current \$US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>
- (c) **“Group 4 Average Wage”** shall, with reference to the Consolidation Order issued in respect to the 2015 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Ironworkers – Structural, Millwrights, and Plumbers & Pipefitters trade

jurisdictions, effective on the first day of the month of April prior to a calculation.

- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.
- (e) A wage adjustment shall not be less than zero.

2 Calculations

- (a) There will be no adjustment to wages as of the effective date of the agreement to April 30, 2017.
- (b) For 2017, 2018, and 2019, the wage adjustment for November, to be calculated in the first week of September, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
- (c) For 2017, 2018 and 2019, the wage adjustment for May, to be calculated in the first week of March, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by Group 4 Average Wage.
 - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.

- (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 3%.
- (e) In the event the above calculations do not result in an increase in 2017, the Parties shall reconvene discussions in the first week of October, 2017.

3 Wage Schedules

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom. The final determination of the wage schedules shall be issued no later than the 7th day of March or September, for the May and November adjustments, respectively.

4 Effective Dates

The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

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

All of which is agreed this 15 day of April , 2016:

**Construction Labour Relations -
An Alberta Association**

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

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

Neil Tidsbury
President

Peter Harvey
President

Letter of Understanding

by and between

**Construction Labour Relations – An Alberta Association
as Agent for and on behalf of:**

**AECON Western Industrial
Brock Canada Industrial Limited
Park Derochie Inc.**

(hereinafter referred to as the “Employer”)

and

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

(hereinafter referred to as the “Union”)

Re: Rapid Site Access Program

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from the 1st day of May, 2016 (or the first Sunday after ratification, whichever is the latter), to the 30th day of April, 2020 as set out in the said Collective Agreement, and

Whereas:

- A.** The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- B.** The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- C.** Alcohol and other drug work rules, such as the Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule (the “Canadian Model”), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- D.** Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.

- E.** Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.
- F.** Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the Canadian Model and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.
- G.** In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.
- H.** Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

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

- 1.** Subject to **2.** and **3.** below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
- 2.** The Union's agreement in **1.** above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply.
- 3.** Subject to **2.** above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered employers' organization and the Rapid Site Access Administrative Committee.
- 4.** The Employer retains the sole right to review its participation in the Rapid Site Access Program. Subsequent to this review the Employers, at their sole discretion shall determine if the Employers will continue to participate or

cease participating in the Rapid Site Access Program. If the Employers determines it will no longer be participating in the Rapid Site Access Program it must file 60 day written notice with the Rapid Site Access Program Administrator and Union.

- 5. For Shop work, the Employer contributions shall be established by the Association and may be changed by the Board of Directors of the Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. RSAP contributions shall be forwarded to the Association, at an address provided by the Association. These contributions shall be used by CLR to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
- 6. This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this ___15___ day of ___April_____, 2016:

**Construction Labour Relations -
An Alberta Association**

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

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

Neil Tidsbury
President

Peter Harvey
President

Letter of Understanding

by and between

**Construction Labour Relations – An Alberta Association
as Agent for and on behalf of:**

**AECON Western Industrial
Brock Canada Industrial Limited
Park Derochie Inc.**

(hereinafter referred to as the “Employer”)

and

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

(hereinafter referred to as the “Union”)

Re: Referral for Case Managed Aftercare

Whereas:

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

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

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

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

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

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

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

All of which is agreed this 15 day of April, 2016:

**Construction Labour Relations -
An Alberta Association**

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

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

Neil Tidsbury
President

Peter Harvey
President

[1] 3. Alcohol and Drug Work Rule

3.1 An Employee shall not

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