

**AMENDMENT**  
**TO THE**  
**PROVINCIAL**  
**PLASTERERS**  
**CONSTRUCTION**  
**COLLECTIVE AGREEMENT**

between

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

and

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

**May 22, 2011 – April 30, 2015**

***Amended WAGE SCHEDULE effective May 4, 2014***

*Published February 19, 2014*

**SCHEDULE “A”****SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS FOR  
INDUSTRIAL WORK (WORK INCLUDED WITHIN ADDENDUM I)****RATE SCHEDULE - INDUSTRIAL**

<b>Effective Date</b>	<b>Base Wage</b>	<b>Hol. &amp; Vac. Pay</b>	<b>H&amp;W Fund</b>	<b>Pen. Fund</b>	<b>Training Fund</b>	<b>Total Wage</b>
<b>Journeyman</b>						
May 22, 2011	\$40.10	\$4.00	\$1.00	\$5.00	\$0.60	\$50.70
May 6, 2012	\$40.37	\$4.04	\$1.25	\$5.25	\$0.60	\$51.51
Nov. 4, 2012	\$40.68	\$4.07	\$1.40	\$5.50	\$0.60	\$52.25
May 5, 2013	\$40.81	\$4.08	\$1.40	\$5.50	\$0.60	\$52.39
Nov. 3, 2013	\$41.38	\$4.14	\$1.50	\$5.50	\$0.60	\$53.12
May 4, 2014	\$41.84	\$4.18	\$1.50	\$5.75	\$0.60	\$53.87
<b>3<sup>rd</sup> Year Apprentice (80% of Journeyman Base Wage)</b>						
May 22, 2011	\$32.60	\$3.26	\$1.00	\$3.74	\$0.60	\$41.21
May 6, 2012	\$32.78	\$3.28	\$1.25	\$3.94	\$0.60	\$41.85
Nov. 4, 2012	\$33.00	\$3.30	\$1.40	\$4.14	\$0.60	\$42.44
May 5, 2013	\$33.10	\$3.31	\$1.40	\$4.14	\$0.60	\$42.55
Nov. 3, 2013	\$33.54	\$3.35	\$1.50	\$4.14	\$0.60	\$43.13
May 4, 2014	\$33.90	\$3.39	\$1.50	\$4.34	\$0.60	\$43.73
<b>2<sup>nd</sup> Year Apprentice (70% of Journeyman Base Wage)</b>						
May 22, 2011	\$28.45	\$2.84	\$1.00	\$3.55	\$0.60	\$36.44
May 6, 2012	\$28.57	\$2.86	\$1.25	\$3.73	\$0.60	\$37.01
Nov. 4, 2012	\$28.74	\$2.88	\$1.40	\$3.91	\$0.60	\$37.53
May 5, 2013	\$28.84	\$2.88	\$1.40	\$3.91	\$0.60	\$37.63
Nov. 3, 2013	\$29.21	\$2.92	\$1.50	\$3.91	\$0.60	\$38.14
May 4, 2014	\$29.53	\$2.95	\$1.50	\$4.09	\$0.60	\$38.67
<b>1st Year Apprentice (60% of Journeyman Base Wage)</b>						
May 22, 2011	\$24.47	\$2.45	\$1.00	\$3.38	\$0.60	\$31.90
May 6, 2012	\$24.55	\$2.46	\$1.25	\$3.53	\$0.60	\$32.39
Nov. 4, 2012	\$24.68	\$2.47	\$1.40	\$3.68	\$0.60	\$32.83
May 5, 2013	\$24.75	\$2.48	\$1.40	\$3.68	\$0.60	\$32.91
Nov. 3, 2013	\$25.06	\$2.51	\$1.50	\$3.68	\$0.60	\$33.35
May 4, 2014	\$25.34	\$2.53	\$1.50	\$3.83	\$0.60	\$33.80
<b>Trainee (50% of Journeyman Base Wage)</b>						
May 22, 2011	\$20.29	\$2.03	\$1.00	\$3.25	\$0.60	\$27.17
May 6, 2012	\$20.43	\$2.05	\$1.25	\$3.25	\$0.60	\$27.58
Nov. 4, 2012	\$20.64	\$2.06	\$1.40	\$3.25	\$0.60	\$27.95
May 5, 2013	\$20.70	\$2.07	\$1.40	\$3.25	\$0.60	\$28.02
Nov. 3, 2013	\$20.95	\$2.10	\$1.50	\$3.25	\$0.60	\$28.40
May 4, 2014	\$21.30	\$2.13	\$1.50	\$3.25	\$0.60	\$28.78

**PROVINCIAL  
PLASTERERS  
CONSTRUCTION  
COLLECTIVE AGREEMENT**

between

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

and

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

**May 22, 2011 – April 30, 2015**

*Amended WAGE SCHEDULE effective May 6, 2012  
Amended WAGE SCHEDULE effective May 5, 2013  
Amended WAGE SCHEDULE effective November 3, 2013  
Amended WAGE SCHEDULE effective May 4, 2014*

*Published May 30, 2011*

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

by and between

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

On behalf of all Employers who are bound or who subsequently become bound by this  
Collective Agreement by the operation of Registration Certificate number 64

and

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

On behalf of all employees who are bound or who subsequently become bound by this  
Collective Agreement by the operation of Registration Certificate number 64

**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 Local 222 of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.
- 1.02** Under all circumstances, terms and conditions listed in one (1) or more of the Addenda take precedence over terms and conditions listed in Articles one (1) through twenty-seven (27).

## **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 the Province of Alberta. Construction Labour Relations – An Alberta Association Plasterers (Provincial) Trade Division recognizes that the Northwest Territories is a part of the geographical jurisdiction of Local 222.
- 3.02** Members of Local 222 must be employed within their jurisdiction, when available, on all work done by an Employer from outside the jurisdiction. Outside Employer to mean, one that does not normally operate in and/or does not have their head office in the Province of Alberta. Consent for outside Employers to bring in their regular work force will not be unreasonably withheld provided all employees are members of the O.P. & C.M.I.A., and have acceptable travel cards.
- 3.03** The Employer agrees that the terms and conditions of the Collective Agreement shall apply for work performed by members of Local 222, who are working outside the Province of Alberta unless there is a Collective Agreement in effect stipulating terms and conditions of employment between a Local of the O.P. & C.M.I.A. and contractors for the geographical area within which the member is performing such work.

## **ARTICLE FOUR - TRADE JURISDICTION AND DEFINITION**

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

The installation and/or application and finishing of any interior or exterior materials, including such materials as rigid insulation, limpid asbestos, fireproofing, thinwall, rapid plaster or patent texture materials, synthetic or otherwise prefab stucco panels, acrylic coatings, etc., or any similar materials which are applied either by hand, the hawk and trowel or any other conventional tools of the trade, that are at present, or may be used in future, including the operating of all guns or nozzles and spraying, finishing or polishing machines or equipment.

All work under the jurisdiction of the Plasterer or Shophand as defined by the International Constitution of the O.P. & C.M.I.A. or as may be included from time to time in the aforementioned International Constitution or the By-laws of the Union.

All drywall taping, texturing, fireproofing or any other similar applications whether applied with hand tools or by mechanical application of any kind.

All interior or exterior plastering of cement, stucco, stone imitations or any patent material when case, the setting of same, also corner heads when stuck must be done by practical Plasterers of the O.P. & C.M.I.A. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applied; also the taping and pointing of all joints, nail holes and bruises on wallboard, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All acoustic blocks when stuck with any plastic materials, regardless of thickness, shall be the work of the Plasterer only. Also the sticking, nailing and screwing of all composition caps and ornaments. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by Plasterers of this Association, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by members of the O.P. & C.M.I.A. who are practical plasterers.

Practical Plasterers are persons who are proficient in the use of the hawk and trowel and other implements or tools of the trade.



Local Unions shall have autonomy governing the mixing of all materials but shall not deviate from manufacturer's standards or the specifications of the American Standards Association.

All casting must be done by members of "shop hand locals". The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing and cleaning, whether done by hand, machine, or any other method, is recognized as the work of the Plasterer.

All Cement Plastering shall be supervised and executed by the Plasterer.

Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used, or the method of application, or color of materials used and regardless of the type of base these materials may be applied to.

All casting, finishing and rubbing, and cleaning, whether by hand or machine, on all imitation stone, shall be the work of the members of the O.P. & C.M.I.A. Local Unions shall make every effort to see that this clause is enforced.

All moldings run in place and all staff work, the making of templets and horsing of moulds in and on buildings must be made and produced by members of the O.P. & C.M.I.A.

### **Ornamental Plastering**

Making of all templets for runwork to be used in shops; Plaster model making setting of enrichments in models, the pointing and finishing of same shall be the work of the Model-Maker.

Preparing of all models for molding, making molds, preparing and casting from same in any material including plaster, cement, artificial marble and stone, composition, etc., shall be the work of the Mold Makers and Casters whether done in permanent shop or in shop on location.

Modeling and sculpturing in any plastic material shall be the work of the Modeler or Sculptor. The enlargement of scale models may be done by the Modeler, Sculptor or Model-Maker. All ornamental forms to be recarved shall be done by the Modeler or Sculptor. Scale models including Diaramas and relief maps may be done by the Modeler, Sculptor or Model-Maker. Cutting or carving of ornamental surfaces or sharpening of outlines of same shall be the Modelers' or Sculptors' work.

“Scrafito” shall be done by the Modelers or Sculptors, except when the design is a geometrical one, such as Greek frets, guilloches, plain running dog, etc., which may be done by Modelers or Model-makers. Any ornamental design which might be done mechanically may be done by the Modeler or Model-Maker, i.e., the scrolls on sides of brackers, Greek frets, key blocks, guilloches, etc. The pressing of clay in moulds, the running of clay moldings, and clay backgrounds may be done by Modelers, Sculptors or Model-Makers.

- 4.02** 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
    - 1.5 x hours (time and one half hours)
    - 2 x hours (double time hours)
  - Building Trades of Alberta Dues (\$.05/hr)

- 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 contractor 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 local 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 contractor signatory to this Agreement, shall not sub-contract any plastering work coming under the jurisdiction of the Union plasterer, to another contractor or person unless the sub-contractor first becomes signatory to this Agreement.

## **ARTICLE SIX - MANAGEMENT RIGHTS**

- 6.01** The Union acknowledges that it is the exclusive function and right of the Employer to:

- a) operate and manage its business in all respects,
- b) maintain order, discipline and efficiency,
- c) make and alter from time to time the rules and regulations to be observed by employees providing such rules and regulations are not in conflict with this Agreement,
- d) direct the working force,
- e) determine job content, create and abolish jobs, including methods, processes, and means of production and handling,
- f) select, hire, promote or demote, transfer, lay-off because of lack of work, discipline, suspend and discharge any employee, provided however, that any alleged wrongful discipline, suspension or discharge will be subject to the Grievance Procedure provided herein.
- g) upon termination of a member's employment with an Employer, the Employer may complete a termination report evaluating the member's overall performance with the company. The format of said report to be approved by the Union and the report is to be completed and filed with the Union office within two (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 the applicable wage schedule:
- Industrial - Schedule "A"
  - Commercial/Institutional Plastering- Schedule "B"
  - Commercial/Institutional Spray Fireproofing - Schedule "C"
- 8.02** Industrial wages for 2012, 2013 and 2014 shall be determined by the attached Wage Determination Letter of Understanding.

**8.03 Adjustments to Contributions**

Forthwith after the January wage adjustment calculations in each of 2012, 2013 and 2014, representatives of the Parties shall determine whether any adjustments to the Employer Contributions will be implemented in conjunction with the respective May wage adjustments. Any such adjustments to Employer Contributions shall be funded through the May gross wage.

**8.04 “Industrial”** - 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 five (5) days pay shall be held back. If the employee’s cheque is not readily negotiable, for reasons of insufficient funds, said Employer shall on demand by the Union, be compelled to pay wages in cash.

**“Commercial/Institutional”** – Wages shall be paid once every two (2) weeks.

**8.05** 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.

**8.06**

- a) If an employee is laid off or discharged, 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
- b) On proper notice of termination, the Employer shall pay all monies due together with all records and separation slip within two (2) working days by one (1) of the methods noted in Article 8.04. If mailed, it shall be by Registered mail.

**8.07** If an employee quits they shall give their supervisor one (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.

**8.08** All employees shall be granted six percent (6%) of their gross earnings for Vacation Pay and four percent (4%) of their gross earnings for Statutory Holiday Pay. These monies to be paid each pay period with wages that are due. Gross earnings to include travel time. Gross earnings for the purpose of this clause shall be defined as the regular or basic pay which the employee is paid for all straight time hours worked plus overtime premium and height premium.

## **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** The regular working week shall consist of forty (40) hours of employment divided into five (5), eight (8) hour working days, Monday to Friday inclusive.
- 9.03** A compressed work week of four (4) ten (10) hour days may be worked at straight time rates. The four (4) ten (10) hour days must be worked consecutively. The first two (2) hours of overtime on four (4) ten (10) hour day schedule shall be paid at 1 ½ times the regular rate of pay. All others to be paid at double (2x) the regular rate.
- 9.04**
- (a)** If the four (4) ten (10) hour days are being worked and one (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 ten (10) hours in the day or until the forty (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 contractor 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, article 9.04(a) will not apply and applicable overtime rates will apply, subject to article 9.07(a) and 9.07(b).
- 9.05** A non-paid lunch break of 1/2 hour duration will be taken halfway through each shift.
- 9.06** There shall be a paid break of ten (10) minutes in each half of an eight (8) hour shift and a paid break of fifteen (15) minutes in each half of a ten (10) hour shift. There shall be a break of ten (10) minutes every two (2) hours thereafter.
- 9.07**
- (a)** All hours in excess of eight (8) hours per day (except as noted in 9.03) and forty (40) hours per week until a break of eight (8) hours occurs, shall be considered overtime. All overtime during the regular work week to be paid for at one and one-half times the



employee's regular rate of pay until a total of fifty (50) hours in any one (1) week is worked and after fifty (50) hours the overtime shall be double (2x) the employee's regular rate of pay. All hours worked on Saturdays, Sundays and Holidays shall be paid for at double (2x) the employee's regular rate of pay.

**Industrial Work Only**

- (b) (i) A worker may request that they be preauthorized to take a personal unpaid absence providing they give a minimum of seven (7) calendar days advance notice of their request to their authorized company representative. Where it is not practical to provide seven (7) calendar days notice the worker must provide as much notice as they are capable of, it being understood that less notice may make it more difficult to accommodate a request for time off. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements. Except in exceptional circumstances personal unpaid absence allowance under this article shall not exceed a half shift (1/2) per month or (1) shift every two (2) months.
- (ii) A worker that 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 eight (8) or ten (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 or unscheduled for that week.
- (iii) 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, or workers that have been pre-authorized but have exceeded their unpaid personal allowance (see 9.07(b)(i)) must work the minimum normal hours as stipulated in 9.07(a) prior to overtime premiums being paid.

**9.08 Overtime Meals**

- (a) When an employee is required to work more than two (2) hours of unscheduled overtime the Employer shall supply them with a suitable hot meal upon completion of the two (2) hours and every four (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 9.08(a) the Employer shall pay a meal allowance of twenty - five dollars (\$25.00) in lieu of the meal.

**ARTICLE TEN - SHOW-UP**

- 10.01**
- (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 two (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 two (2) hours they shall be paid for such time at the applicable rate.
  - (c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
  - (d) An employee is not entitled to show up time if the Employer notifies the employee that no work is available at least 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.
  - (e) When an employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.



## **ARTICLE ELEVEN - LOCAL RESIDENTS, TRANSPORTATION, AND ACCOMMODATION**

### **PROVISIONS FOR INDUSTRIAL WORK**

Articles 11.01 through 11.05 apply only to work which falls within the definition of "Industrial" work as set out in Addendum I - Industrial Work.

#### **11.01 LOCAL RESIDENTS**

- (a) A local resident is an individual who resides within a seventy-five kilometer (75 km) 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 (6) months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.

(b) Process for Determining Local Status

Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representatives of the Employer and the Union shall determine the individual's acceptability as to residency only. The Consultative Committee may provide direction in addition to the 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 kilometer (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 kilometer (45 km) radius and a seventy-five kilometer (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-six dollars (\$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 nineteen dollars (\$19.00) 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 themselves. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to receive hot soup.
- (f) Where a Local Resident Employee is required to work overtime, they shall be entitled to overtime meals in accordance with this Agreement.
- (g) The parties agree that the early participation of qualified local resident employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesperson 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.

## 11.02 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 kilometer (45 km) 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. (Subject to 11.02(a)(ii) and 11.02(a)(iii))

- (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 five hundred (500), 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) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of five (5) test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of forty - five (45) minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.

- (iv) It is agreed that if a major petroleum/petro-chemical project is undertaken in the area south of Redwater but north of the free zone such project will be deemed to be included within the free zone.
- (b) For projects beyond the 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-nine cents (\$0.49) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The Coordinating Committee and the Building Trades of Alberta shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometers. The Coordinating Committee and the Building Trades of Alberta shall determine a rate that is midway between those two (2) 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 Building Trades of Alberta

The travel allowance shall be calculated based on traveling at eighty (80 km) kilometers per hour, at the employee's applicable base rate, from the point where the edge of the forty – five kilometer (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 Journeyperson member traveling to a project located forty (40) road kilometers from the edge of the free zone at eighty kilometers (80 km) per hour each way would receive the following for each day worked:

Travel Allowance: 80 km @ 80 km per hour  
1 hour at base rate of \$40.10 = \$40.10

+

Vehicle Allowance:  
80 km.@ \$0.49 cents per km. = \$39.20

For a daily total of: \$79.30

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 fifteen (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-nine cents (\$0.49) per kilometer traveled if the employee uses their own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (g) Employees required to travel out of a city or town to another job after working a shift, and before an 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 11.05 (a)(iii) or 11.05(b)(iii), and when there is no accommodation available within forty – five kilometers (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 forty - five kilometer (45 km) 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 forty - five kilometer (45 km) radius of the project becomes available, the payment of the travel allowance will cease.

### **11.03 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES**

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under 11.02 (b) would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (c) 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 - \$84.00 each way;
  - (ii) 200 kilometers to 300 kilometers - \$120.00 each way
  - (iii) 300 kilometers to 375 kilometers - \$144.00 each way;
  - (iv) over 375 kilometers to 475 kilometers \$216.00 each way or actual airfare if suitable proof of air transport is provided to the employer.
  - (v) over 475 kilometers - as mutually agreed between the parties to this Agreement to a maximum of \$330.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
- (b) The Initial and Return Transportation Allowances set out herein shall be subject to review in January 2013 and January 2014. In the event that there is an adjustment in the vehicle allowance, pursuant to article 11.02(b) for 2013 and / or 2014, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1<sup>st</sup> of the respective year. For example, if for 2013, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1<sup>st</sup> of May, 2013.



- (c) When transportation is provided by the employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than a one (1) day of rest scheduled within consecutive scheduled days), an employee, at the time of dispatch, will be allowed to elect to use the such employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article 11.02 (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 their initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
  - 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.
- (d) An Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for 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 their 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.

#### **11.04 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 sixty-eight dollars (\$168.00) 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 they 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 three hundred dollars (\$300.00) 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) The Rotational Leave Allowances set out herein shall be subject to review in January 2013 and January 2014. In the event that there is an adjustment in the vehicle allowance, pursuant to article 11.02(b) for 2013 and / or 2014, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2013, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2013.
- (d) 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 that twenty-five percent (25%) of the working force shall be on such home leave.
- (e) Where the Employer supplies transportation the Employee shall not be entitled to the above provisions, subject to the provisions of 11.03 (c) save and except that the Employee shall remain eligible for rotational leave as per clauses 11.04 (a) (ii), 11.04 (b) (ii), and 11.04 (d).
- (f) Time spent away from a jobsite due to a jobsite closure or scheduled vacation of one (1) work week (five (5) days or four (4) days as the case may be) or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

#### **11.05 ACCOMMODATION, ROOM & BOARD**

- (a) Applicable within a four hundred and seventy - five (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 (7) days per week; or
- (ii) mutually agreed room and board; or

- (iii) for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred and ten dollars (\$110.00) per day throughout the Province of Alberta except for subsistence rates established for specific communities and regions as posted at [www.clra.org](http://www.clra.org).
- (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 (1) additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to their Employer for each occasion the accommodation is used. Where the Employer or the Employer's client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

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

- (b) Applicable beyond a four hundred and seventy - five (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 (5) 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 and ten dollars (\$110.00) 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 11.05(a)(ii) or 11.05(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations, which committee shall make a final and binding decision within five (5) 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 (1) 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 Building Trades of Alberta 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 Building Trades of

Alberta 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 Building Trades of Alberta 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 of Alberta.

- (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 18.01. 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 of Alberta. The decision of the Umpire

shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

(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 (1) reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.

**(f) Applicable to all Regions**

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

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

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

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

- (ii)** If an Employee chooses to leave before the completion of the shift without the consent of the Employer they will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an Employee chooses to leave before the completion of the shift with the consent of the Employer they will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.
- (iii)** All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 - 2018 Camp Rules and Regulations, or any successor thereto.
- (iv)** All grievances concerning a camp will be resolved through the grievance procedure provided in the B.T.A. / C.L.R.A. Camp Rules and Regulations.
- (v)** Where an employee is requested to change rooms or camp by the Employer or the client's designated camp manager during a work cycle they will be paid two (2) hours 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 COMMERCIAL / INSTITUTIONAL WORK**

Articles 11.06 through 11.14 apply to that work which is not encompassed by the definition of "Industrial" set out in Addendum 1, being that work which shall be referred to as "Commercial / Institutional".

## **TRANSPORTATION AND ACCOMMODATION**

**11.06** 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 their option, expressed by the Employer in writing, pay vehicle allowance at the rate of forty-nine cents (\$0.49) per kilometer from the edge of the free zone, to the job and back, to each employee who, by arrangement with the Employer uses their own vehicle to provide transportation outside the free zone.

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

**Zone 3**

The area lying within the next 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 their option for each day worked:

- (i) camp accommodation which conforms with the C.L.R.A/B.T.A 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 their 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.



In the event the Employer and the Union cannot quickly come to an agreement respecting the amount of subsistence that is appropriate for any given project or area, the subsistence allowance shall be based on an analysis by a joint committee of representatives of the Employer and representatives of the employees, using average room costs in the subject area (on the basis of two (2) men per room), and average costs of meals using predetermined example menu items.

**11.07**

- (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 their primary Alberta residence due to the medical, work, site or weather conditions.

In the event return to the employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.

It is expected that circumstances to which this provision applies will be of short duration.

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

- (b) If an Employee chooses to leave before the completion of the shift without the consent of the Employer they will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an Employee chooses to leave before the completion of the shift with the consent of the Employer they will be paid a full day's subsistence if at least 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, the employee shall forfeit room and board for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an employee fails to report to work on Friday when work is available, the employee shall forfeit room and board for Friday, Saturday and Sunday. When Sunday is not a working day and an employee fails to report to work on Monday when work is available, the employee shall forfeit room and board for Sunday and 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.

**11.08** Where the transportation prescribed in Article 11.06 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-nine cents (\$0.49) per kilometer.

#### **LOCAL RESIDENTS**

- 11.09** 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.
- 11.10** A Local Resident Employee shall be defined as a Union Member who has maintained their domicile within a seventy five (75) kilometer radius of a job site, for a minimum of six (6) months.
- 11.11** 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.
- 11.12** The above Article shall not apply to any project for which daily travel applies from Edmonton or Calgary.
- 11.13** 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 the employee . In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to receive hot soup.

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

## **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 two (2x) times 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	

- 12.02** When one (1) of the holidays in Article 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 Article 12.01, shall be paid for at double (2x) the regular hourly rate of pay except as noted in Addendum II, Clause 3.

## **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 Local to the JATC.

The Employer shall contribute to the Plasterers' Apprenticeship and Training Fund as per the applicable wage schedule:

- Industrial - Schedule "A"
- Commercial/Institutional Plastering - Schedule "B"
- Commercial/Institutional Spray Fireproofing - Schedule "C"

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 Local 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 a contractor'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 one (1) in eight (8) qualified trades people in every classification.

## **ARTICLE FOURTEEN - APPRENTICES**

### **Apprentice Rate Change Criteria**

**14.01 (a)** Clarification of Apprenticeship hours:

<b>Trainee</b>	up to 500 hours employment
<b>1st Year</b>	up to 2,000 hours employed at the trade
<b>2nd Year</b>	2,001 hours to 3,500 hours employed at the trade
<b>3rd Year</b>	3,501 hours to 5,000 hours employed at the trade
<b>Journeyman</b>	After 5,000 hours have been worked

- An apprentice is only allowed one change in classification per year.
- 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.)

- Must achieve the minimum hours required (see Article 14.01(a))
- 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 classification changes as per 14.01(a) and 14.01(b) the Employer will pay the apprentice the corresponding new wage rate as per Schedules “A” or “B” 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 one (1) week in advance of the criteria in 14.01(a) and 14.01(b) being met, the new wage as per Schedules “A” or “B” 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 (Article 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 journeyman and shall be given equal training on all phases of work being performed by the Employer.

**14.05** Apprentices wages shall be based on a percentage of the minimum journeyman’s rate of pay as established by this Agreement and paid as follows:

- First year apprentice 60% of the minimum journeyman’s regular wage.

- Second year apprentice 70% of the minimum journeyperson's regular wage.
- Third year apprentice 80% of the minimum journeyperson's regular wage.

These rates shall be maintained to within 2% of the above percentages.

- 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 journeyperson 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 one (1) contractor shall be one (1) trainee for every two (2) journeyperson.
- 15.04** Contractors shall supply in writing to the Local office of the O.P. & C.M.I.A. 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** A contractor may employ a person defined as a trainee for a maximum period of five hundred (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 hrs of employment) the contractor 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 Article 16.02 and 16.08. If the trainee continues to be employed past the one (1) month period (160 hrs of employment), the contractor will remit Health and Welfare and Pension Plan contributions as per Articles 16.02 and 16.08



retroactive to the first day the trainee began employment. Each trainee can only experience one (1) month probation.

- 15.06** All trainees must pay dues to the O.P. & C.M.I.A. as per Local 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 50% of the journeyperson's regular rate of pay.
- 15.08** It is mutually agreed that all efforts will be made to employ the prior years' trainees/1st year apprentices before any new trainees are hired.

## **ARTICLE SIXTEEN - HEALTH & WELFARE AND PENSION**

### **Health and Welfare**

- 16.01** The Employer acknowledges the O.P.C.M.I.A. Health & Welfare Plan of Alberta as amended on October 4<sup>th</sup>, 2004, between the Operative Plasterers and Cement Masons International Association Local 222 and The 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 the applicable wage schedule:
- Industrial - Schedule "A"
  - Commercial/Institutional Plastering- Schedule "B"
  - Commercial/Institutional Spray Fireproofing - Schedule "C"

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 fifteenth (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 Article 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 4<sup>th</sup>, 2004, between the Operative Plasterers and Cement Masons International Association Local 222 and The 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 the applicable wage schedule:

- Industrial - Schedule "A"
- Commercial/Institutional Plastering- Schedule "B"
- Commercial/Institutional Spray Fireproofing - Schedule "C"

**Industrial Pension Contributions**

The Employer shall contribute for each and every hour earned by the employee under the Industrial terms of this Agreement.

**Commercial/Institutional Pension Contributions**

The Employer shall contribute for each and every hour worked by the employee under the Commercial/Institutional 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 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 all employees under the Industrial terms of this Agreement and for all hours worked under the Commercial \Institutional 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 determined by the Trustees from time to time. (As per Article 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 Article 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 Local No. 222 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 journeyman plasterer or plastering apprentice be allowed to use the tools of the trade for the purpose of plastering in any of its various forms.
- 17.03** Employee and Employer supplied tools are listed in Addenda I and II.
- 17.04**
- (a) On industrial projects where six (6) or more employees are employed the Employer, where practical, will supply a warm dry place for the employees to change and dry their 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.

- 17.05** A water container for drinking purposes and a first aid kit, meeting Workers' Compensation specifications to be provided on all jobs.

## **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.
  - 1. Within fifteen (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).
  - 2. 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:
  - 1. Difference(s) to be discussed thoroughly and settlement attempted within fifteen (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.
  - 2. Failing to reach a settlement under paragraph (b)1, the business representative of the Union will be notified and settlement attempted between the Union and the Employer within seven (7) further calendar days.
- c) If the complaint is not settled within the seven (7) days noted above, the griever 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 griever, 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 three (3) working days of completion of the 18.01(a)(1) or 18.01(b)(2) process.

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

- d) Within seven (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 seven (7) days thereafter (excluding Saturdays, Sundays and Holidays), or if the parties' nominees fail to agree upon an Arbitrator within three (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 fourteen (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)(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 (b) then all jurisdictional disputes arising between the parties to this agreement with any of the affiliated trade organizations comprising the Alberta (and N.W.T.) Building Trades Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.
- d) If the dispute cannot be settled on a local level, it shall be referred to the International Unions involved for settlement. If the International Unions are unable to resolve the dispute, then the matter shall be referred to the Impartial Jurisdictional Disputes Board of the Building and Construction Trade Department of the AFL/CIO for settlement.
- e) In any event, there shall be no stoppage of work over any jurisdictional dispute.
- f) A jurisdictional dispute shall not be grievable under the provisions for the handling of grievances contained within this Agreement.

## **ARTICLE TWENTY - CONSULTIVE COMMITTEE**

**20.01** The parties mutually agree that there shall be a Consultive Committee set up consisting of not less than four (4) members or more than six (6) members with equal representation from the Union and the contractors 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 five (5) working days of receiving notice prior to proceeding to Arbitration.
- 20.04** The Consultive Committee shall render its decision within two (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, one (1) from the Union and one (1) from a signatory Contractor who will chair alternate meetings.
- 20.08** This Committee shall meet at least three (3) times per year or at the call of either Chairman.

## **ARTICLE TWENTY ONE - DRUG AND ALCOHOL POLICY**

### **21.01 Concurrence**

Except for the matters set out in articles 21.02 and 21.03 below, the *Canadian Model* dated October 2005, as updated by the 2010 Addendum [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.

### **21.02 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.

**21.03 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* 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* with respect to such a positive test.

**21.04 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.

**21.05 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*.

**ARTICLE TWENTY TWO - CANADIAN FORCES RESERVES**

**22.01** 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 12<sup>th</sup>, 2010.



**ARTICLE TWENTY THREE – BUILDING TRADES OF ALBERTA - DUES  
CHECK OFF**

**23.01** The Employer shall deduct five cents (\$0.05) 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 Local Union.

**23.02** 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.

**23.03** 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:

- 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 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 FOUR - EMPLOYER ASSOCIATION DUES**

**24.01** In satisfaction of the Employers' obligations under section 165 of the Alberta Labour Relations Code and in satisfaction of the Employers' obligations under this collective agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to section 165 of the *Code*. The rate of dues levied by the Association shall be six cents (\$0.06) for each and every hour worked by employees of the

employer affected by Registration Certificate No. 64 and by this Collective Agreement and shall be forwarded to Construction Labour Relations 2725 – 12<sup>th</sup> Street, N.E. Calgary, Alberta T2E 7J2. These rates are effective October 1, 2010. Rates may be amended by the Association from time to time.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to section 165 of the *Code* and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

#### **ARTICLE TWENTY FIVE - SAVINGS CLAUSE**

- 25.01** 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 SIX - ENABLING**

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

**ARTICLE TWENTY SEVEN - DURATION OF AGREEMENT**

- 27.01** This Agreement is in full force and effect from May 22, 2011 through to and including April 30<sup>th</sup>, 2015.
- 27.02** 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 sixty (60) days and not more than one hundred and twenty (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.

## **ADDENDUM I**

### **INDUSTRIAL WORK**

#### **Definitions**

- (i) Industrial Work is defined as the application of Fireproofing coatings by the Employer or work falling under the jurisdiction of the Plasterer on construction sites of but not limited to: Petro-chemical plants, oil refineries, processing or manufacturing plants as well as mills, power plants and foundries or additions to same.
- (ii) If the work to be completed cannot be classified as one of the above, the Union and the Employer shall jointly decide whether or not the site/project/ contract falls within the scope of this Addendum prior to the job being bid. The Union shall in its opinion determine whether it falls within the scope of this Addendum if no joint decision was made prior to the bid closing.

For Industrial work the following special provisions apply:

- 1. Any job employing six (6) or more plasterers, shall have at least one (1) working foreman. All foreman or acting foreman shall be a journeyperson member of the Union, or an Employer who is a qualified plasterer who shall be in attendance on said job at all times. Any foreman or acting foreman shall be paid four dollars and fifty cents (\$4.50) per hour.
- 2. All swing stage and bosun chair work shall be paid at one dollar (\$1.00) above the employee's regular rate of pay
- 3. The regular shift of eight (8) or ten (10) hours (in the case of the compressed work week) may be performed anywhere between the hours of 6:30 a.m. and 6:00 p.m. Any shifts not falling within this time frame shall be subject to a shift premium of three dollars (\$3.00) per hour.
- 4. Journeyperson Plasterers who have no experience in Industrial Fireproofing will be paid as 3<sup>rd</sup> year apprentices until they have achieved 1500 hours in Industrial Fireproofing work, and must attend and pass the Level III fireproofing test. (Proof of Hours form required – see Article 14.01 (b)).

In the event a training course and subsequent exam approved by the Union are available to the employees of Fireproofing contractors, the employees will attend said course and/or complete the exam.

If the employee does not receive a passing mark (as jointly determined by the Employer and the Union), the Employer may employ the member at the third (3<sup>rd</sup>) year apprentice wage rate until such time as he/she receives a passing mark.

5. 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 contractor and shall be appropriate for the season. The clothing shall remain the property of the contractor 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.

## ADDENDUM II

### COMMERCIAL /INSTITUTIONAL PLASTERING WORK

#### Definition

Commercial/Institutional work is defined as all work falling under the jurisdiction of the Plasterer on sites not defined as Industrial. This work includes Commercial/Institutional Fire/Sound Proofing as defined as the application of such products as Monocoat and Fiber in commercial/institutional situations.

For Commercial /Institutional work performed under this addendum the following special provisions apply:

1. Foreman rate is \$3.00/hour above the regular rate of pay while supervising six (6) or more Plasterers.
2. Premium for swing stage and bosun chair is \$2.00/hour.
3. If the five (5) eight (8) hour days are being worked and one (1) or more days of work are lost during that week due to inclement weather, the Employer may schedule Saturday as a make-up day. Hours worked on Saturday to be paid at straight time rates to a maximum eight (8) hours in the day or forty (40) hours in the week (except as noted in 4 below) after which overtime provisions apply. Employees shall not refuse to work the make-up day and the contractor 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.
4. For work performed outside the forty five (45) kilometer free zone as defined in Article 11.02(a)(i) the forty (40) hours referred to in Article 9.07 is changed to forty-four (44) hours.
5. The Plasterer shall have with them at all times an adequate set of tools including: a level, snips, chalk-line, tape measure, float, hawk, two trowels, angle float, wash brush, pointer, putty knives, saw, hammer, scratch broom, stapler, and shall try to wear white clothing while working on the job. Employer supplies hardhat and safety glasses. Stainless steel and plastic trowels for acrylic applications to be originally supplied by the contractor and replaced when worn down and returned. The employee will be responsible for supplying these tools under all other circumstances.

### **ADDENDUM III**

#### **COMMERCIAL / INSTITUTIONAL SPRAY FIREPROOFING WORK**

##### **Definition**

Commercial/Institutional work is defined as all work falling under the jurisdiction of the Plasterer on sites not defined as Industrial. This work includes Commercial/Institutional Spray Fireproofing, which may include the use of fiber or cementitious materials.

For Commercial /Institutional work performed under this addendum the following special provisions apply:

1. Foreman rate is \$2.00/hour above the regular rate of pay.
2. Premium for swing stage and bosun chair is \$2.00/hour
3. For work performed under Addendum III overtime shall be paid as follows:
  - a. Time and one-half ( $1\frac{1}{2}x$ ) for any overtime hours worked on a week day, being Monday through Friday inclusive.
  - b. Time and one-half ( $1\frac{1}{2}x$ ) for any overtime hours worked on Saturday and Sunday.
  - c. Double time ( $2x$ ) for overtime for hours worked on a "General Holiday" (as set out in Article 12.00 of this Agreement).
4. For work performed outside the forty five (45) kilometer free zone as defined in Article 11.02(a)(i) the forty (40) hours referred to in Article 9.07 is changed to forty-four (44) hours.
5. Employer to supply hardhat and safety glasses.
6. Helper - If during the first month of employment, the Helper quits, is terminated and/or dismissed in any manner prior to the completion of the month (160 hrs of employment) the contractor 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 Article 16.02 and 16.08. If the Helper continues to be employed past the one (1) month period (160 hrs of employment), the contractor will remit Health and Welfare and Pension Plan contributions as per Articles 16.02 and 16.08 retroactive to the first day the Helper began employment. Each Helper can only experience one (1) month probation.



7. Entry and Movement through Mixer and Nozzelmen Classifications  
(Commercial/Institutional Spray Fireproofing Schedule “C”)

**Mixer**

Employees will enter the Mixer classifications at the Employers' discretion. Notwithstanding, it is anticipated that an employee would not be eligible to enter the Mixer classifications until they had worked at least fifteen hundred (1,500) Commercial/Institutional Fireproofing hours.

An employee having worked five (500) hundred mixer hours will automatically progress to the Mixer 1 classification and receive the corresponding wage rate.

**Nozzelmen**

Employees will enter and move through the Nozzelmen classifications at the employers' discretion. Notwithstanding, it is anticipated that an employee would not be eligible to enter the Nozzelmen classifications until they had worked at least two-thousand (2,000) Commercial/Institutional Fireproofing hours of which five hundred (500) would be mixer hours.

Progression from the Nozzelmen 3 to Nozzelmen 2 will be at the Employers discretion. Notwithstanding, it is anticipated that an employee would not move to the Nozzelmen 2 classification until they had worked at least thirty-five hundred (3,500) Commercial/Institutional Fireproofing hours of which fifteen hundred (1,500) would be spray hours.

Progression from the Nozzelmen 2 to Nozzelmen 1 will be at the Employers discretion. Notwithstanding, it is anticipated that an employee would not move to the Nozzelmen 1 classification until they had worked at least five thousand (5,000) Commercial/Institutional Fireproofing hours of which three thousand (3,000) would be spray hours.

**SCHEDULE “A”****SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS FOR  
INDUSTRIAL WORK (WORK INCLUDED WITHIN ADDENDUM I)****RATE SCHEDULE - INDUSTRIAL**

<b>Effective Date</b>	<b>Base Wage</b>	<b>Hol. &amp; Vac. Pay</b>	<b>H&amp;W Fund</b>	<b>Pen. Fund</b>	<b>Training Fund</b>	<b>Total Wage</b>
<b>Journeyman</b>						
May 22, 2011	\$40.10	\$4.00	\$1.00	\$5.00	\$0.60	\$50.70
<b>3<sup>rd</sup> Year Apprentice (80% of Journeyman Base Wage)</b>						
May 22, 2011	\$32.60	\$3.26	\$1.00	\$3.74	\$0.60	\$41.21
<b>2<sup>nd</sup> Year Apprentice (70% of Journeyman Base Wage)</b>						
May 22, 2011	\$28.45	\$2.84	\$1.00	\$3.55	\$0.60	\$36.44
<b>1st Year Apprentice (60% of Journeyman Base Wage)</b>						
May 22, 2011	\$24.47	\$2.45	\$1.00	\$3.38	\$0.60	\$31.90
<b>Trainee (50% of Journeyman Base Wage)</b>						
May 22, 2011	\$20.29	\$2.03	\$1.00	\$3.25	\$0.60	\$27.17

**SCHEDULE “B”****SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS FOR  
COMMERCIAL/INSTITUTIONAL PLASTERING WORK (WORK INCLUDED  
WITHIN ADDEDUM II)****RATE SCHEDULE – COMMERCIAL/INSTITUTIONAL PLASTERING**

<b>Effective Date</b>	<b>Base Wage</b>	<b>Hol. &amp; Vac. Pay</b>	<b>H&amp;W Fund</b>	<b>Pen. Fund</b>	<b>Training Fund</b>	<b>Total Wage</b>
<b>Journeyman</b>						
May 22, 2011	\$29.29	\$2.93	\$1.00	\$3.50	\$0.35	\$37.07
May 6, 2012	\$29.68	\$2.97	\$1.25	\$3.75	\$0.35	\$38.00
May 5, 2013	\$30.23	\$3.02	\$1.35	\$4.00	\$0.35	\$38.95
May 4, 2014	\$31.06	\$3.12	\$1.40	\$4.00	\$0.35	\$39.93
<b>3<sup>rd</sup> Year Apprentice (80% of Journeyman Base Wage)</b>						
May 22, 2011	\$23.82	\$2.38	\$1.00	\$2.75	\$0.35	\$30.30
May 6, 2012	\$23.95	\$2.40	\$1.25	\$2.90	\$0.35	\$30.85
May 5, 2013	\$24.07	\$2.41	\$1.35	\$3.00	\$0.35	\$31.18
May 4, 2014	\$24.85	\$2.48	\$1.40	\$3.00	\$0.35	\$32.08
<b>2<sup>nd</sup> Year Apprentice (70% of Journeyman Base Wage)</b>						
May 22, 2011	\$20.66	\$2.07	\$1.00	\$2.75	\$0.35	\$26.83
May 6, 2012	\$20.78	\$2.08	\$1.25	\$2.90	\$0.35	\$27.36
May 5, 2013	\$21.16	\$2.12	\$1.35	\$3.00	\$0.35	\$27.98
May 4, 2014	\$21.74	\$2.17	\$1.40	\$3.00	\$0.35	\$28.66
<b>1st Year Apprentice (60% of Journeyman Base Wage)</b>						
May 22, 2011	\$17.65	\$1.76	\$1.00	\$2.75	\$0.35	\$23.51
May 6, 2012	\$17.81	\$1.78	\$1.25	\$2.90	\$0.35	\$24.09
May 5, 2013	\$18.14	\$1.81	\$1.35	\$3.00	\$0.35	\$24.65
May 4, 2014	\$18.64	\$1.86	\$1.40	\$3.00	\$0.35	\$25.25
<b>Trainee (50% of Journeyman Base Wage)</b>						
May 22, 2011	\$14.46	\$1.45	\$1.00	\$2.75	\$0.35	\$20.01
May 6, 2012	\$14.84	\$1.48	\$1.25	\$2.90	\$0.35	\$20.82
May 5, 2013	\$15.12	\$1.51	\$1.35	\$3.00	\$0.35	\$21.33
May 4, 2014	\$15.53	\$1.55	\$1.40	\$3.00	\$0.35	\$21.83

**SCHEDULE “C”****SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS FOR  
COMMERCIAL/INSTITUTIONAL SPRAY FIREPROOFING WORK (WORK  
INCLUDED WITHIN ADDENDUM III)****RATE SCHEDULE – COMMERCIAL/INSTITUTIONAL SPRAY  
FIREPROOFING**

<b>Effective Date</b>	<b>Base Wage</b>	<b>Hol. &amp; Vac. Pay</b>	<b>H&amp;W Fund</b>	<b>Pen. Fund</b>	<b>Training Fund</b>	<b>Total Wage</b>
<b>Nozzelmen Levels</b>						
<b>Nozzelmen 1</b>						
May 22, 2011	\$31.02	\$3.10	\$1.00	\$3.50	\$0.35	\$38.97
May 6, 2012	\$31.67	\$3.17	\$1.25	\$3.50	\$0.35	\$39.94
May 5, 2013	\$32.49	\$3.25	\$1.35	\$3.50	\$0.35	\$40.94
May 4, 2014	\$33.38	\$3.34	\$1.40	\$3.50	\$0.35	\$41.97
<b>Nozzelmen 2</b>						
May 22, 2011	\$24.50	\$2.45	\$1.00	\$2.00	\$0.35	\$30.30
May 6, 2012	\$25.02	\$2.50	\$1.25	\$2.00	\$0.35	\$31.12
May 5, 2013	\$25.67	\$2.57	\$1.35	\$2.00	\$0.35	\$31.94
May 4, 2014	\$26.37	\$2.64	\$1.40	\$2.00	\$0.35	\$32.76
<b>Nozzelmen 3</b>						
May 22, 2011	\$21.57	\$2.16	\$1.00	\$1.75	\$0.35	\$26.83
May 6, 2012	\$22.17	\$2.22	\$1.25	\$1.75	\$0.35	\$27.74
May 5, 2013	\$22.74	\$2.27	\$1.35	\$1.75	\$0.35	\$28.46
May 4, 2014	\$23.37	\$2.34	\$1.40	\$1.75	\$0.35	\$29.21
<b>Mixer Levels</b>						
<b>Mixer 1</b>						
May 22, 2011	\$18.78	\$1.88	\$1.00	\$1.50	\$0.35	\$23.51
May 6, 2012	\$19.09	\$1.91	\$1.25	\$1.50	\$0.35	\$24.10
May 5, 2013	\$19.54	\$1.96	\$1.35	\$1.50	\$0.35	\$24.70
May 4, 2014	\$20.05	\$2.02	\$1.40	\$1.50	\$0.35	\$25.32
<b>Mixer 2</b>						
May 22, 2011	\$17.00	\$1.70	\$1.00	\$1.40	\$0.35	\$21.45
May 6, 2012	\$17.28	\$1.73	\$1.25	\$1.40	\$0.35	\$22.01
May 5, 2013	\$17.69	\$1.77	\$1.35	\$1.40	\$0.35	\$22.56
May 4, 2014	\$18.15	\$1.81	\$1.40	\$1.40	\$0.35	\$23.11

<b>Effective Date</b>	<b>Base Wage</b>	<b>Hol. &amp; Vac. Pay</b>	<b>H&amp;W Fund</b>	<b>Pen. Fund</b>	<b>Training Fund</b>	<b>Total Wage</b>
<b>Helper Level</b>						
<b>Helper</b>						
May 22, 2011	\$14.50	\$1.45	\$1.00	\$0.25	\$0.10	\$17.30
May 6, 2012	\$14.66	\$1.47	\$1.25	\$0.25	\$0.10	\$17.73
May 5, 2013	\$14.98	\$1.50	\$1.35	\$0.25	\$0.10	\$18.18
May 4, 2014	\$15.34	\$1.54	\$1.40	\$0.25	\$0.10	\$18.63

**SIGNING PAGE**

Signed this 24<sup>th</sup> day of June, 2011 in the Province of Alberta

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

  
\_\_\_\_\_  
Neil Tidsbury  
President

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

  
\_\_\_\_\_  
Richard Wassill  
Business Manager



## **Letter of Understanding**

by and between

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

and

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

### **Re: Wage Determination**

**Whereas** the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 64, and

**Whereas**, together with other parties in the sector, 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 percentage change in the Alberta All Items Consumer Price Index over a twelve month period. For a January calculation, the CPI Change shall be difference between the index for December of the year just ended, and December of the previous year. For a July calculation, the CPI Change shall be the difference between the index for June of that year and June of the previous year. The Index shall be that published at <http://www40.statcan.gc.ca/l01/cst01/cpis01j-eng.htm>.
- (b) **“Oil Price”** shall be the average of the prices posted for West Texas Intermediate Oil, in current \$US, over the six months prior to the month of a 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 2011 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, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month 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 2012**

(a) A calculation shall be performed in January of 2012. The wage adjustment for 2012 shall be the greater of CPI Change and 2%, to a maximum adjustment of 4%.

(b) The adjustment to take effect in May shall be one half the amount determined in (a) above, multiplied by the Group 4 Average Wage.

(c) The adjustment to take effect in November shall be one half of the amount determined in (a) above, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup>, 2012.

**3 2013 and 2014**

(a) The wage adjustment to be effective in May of each year shall be calculated in January of that year, and the wage adjustment to be effective in November of each year shall be calculated in July of that year.

(b) The wage adjustment for May shall be:

(i) If Oil Price is less than \$60, zero.

(ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by Group 4 Average Wage.

(iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.

(iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.

(v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by Group 4 Average Wage.

(c) The wage adjustment for November shall be:

(i) If Oil Price is less than \$60, zero.

- (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iii) If Oil Price is \$90 or greater, but less than \$110, 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 1<sup>st</sup> of the year of the adjustment.
  - (iv) If Oil Price is \$110 or greater, but less than \$125, 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 1<sup>st</sup> of the year of the adjustment.
  - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

**4 Wage Schedules**

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom.

**5 Effective Dates**

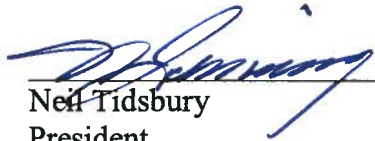
The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

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

All of which is agreed this 2<sup>nd</sup> day of June, 2011:

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

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

  
\_\_\_\_\_  
Neil Tidsbury  
President

  
\_\_\_\_\_  
Richard Wassill  
Business Manager

### **Schedule 1: Example Calculations**

The following are examples only, for the purposes of explaining the formulae in the Letter of Understanding re Wage Determination, and are not to be used for determining compensation.

#### **Example 1: January 2012 Calculation for Trade X:**

Hypothetically:

- Gross Wage Rate for Trade X = \$54.00
- CPI Change December 2010 – December 2011 = 1.5% (under the 2% minimum).
- Group 4 Average Wage = \$55.00  
(Assume the Total of the Industrial Gross Rates Effective on April 1<sup>st</sup>, 2012 for Boilermaker, Bricklayer Refractory, Carpenter, Electrician, Millwright, and Pipefitter, divided by 6 = \$55.00)

May 2012 increase for Trade X:  $(2\% \div 2) \times \$55.00 = \$0.55$

November 2012 increase for Trade X:  $(2\% \div 2) \times \$54.00 = \$0.54$

#### **Example 2: January 2013 Calculation for Trade X:**

Hypothetically:

- Oil Price Average, July – December 2012 = \$96.66
- CPI Change December 2011 – December 2012 = 1.5%.
- Group 4 Average Wage April 1<sup>st</sup>, 2013 = \$55.00

May 2013 increase for Trade X:  $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$55.00 = \$0.55$

#### **Example 3: July 2013 Calculation for Trade X:**

Hypothetically:

- April 1<sup>st</sup>, 2013 Gross Wage Rate for Trade X = \$54.00
- Oil Price Average, January – June, 2013 = \$91.55
- CPI Change June 2012 – June 2013 = 1.5%.

November 2013 increase for Trade X:  $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$54.00 = \$0.54$

Check against 2013 annual 5% limit:

$\$0.55 + \$0.54 = \$1.09$ , which is less than the 2013 limit of  $\$54.00 \times 5\% = \$2.70$

## **Letter of Understanding**

by and between

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

and

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

### **Re: Rapid Site Access Program**

#### **Whereas:**

- 1) The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- 2) The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- 3) Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the “*Canadian Model*”), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 4) Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.
- 5) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.
- 6) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.

- 7) In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.
- 8) Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

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

- (a) Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
- (b) The Union's agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply.
- (c) Subject to (b) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered employers' organization and the Rapid Site Access Administrative Committee.
- (d) The Plasterers Trade Division retains the sole right to review its participation in the Rapid Site Access Program eighteen months (18) after the Union has established the ability to upload its dispatch information to RSAP.ca. Subsequent to this review the Plasterers Trade Division, at its sole discretion shall determine if the Trade Division will continue to participate or cease participating in the Rapid Site Access Program. If the Trade Division 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.
- (e) For Industrial work, the employer contributions shall be established by the

CLR and 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. RSAP contributions shall be forwarded to Construction Labour Relations at #207, 2725 – 12<sup>th</sup> Street N.E., Calgary Alberta T2E 7J2. 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.


- (f) 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 2<sup>nd</sup> day of June, 2011:

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

  
Neil Tidsbury  
President

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

  
Richard Wassill  
Business Manager



## **Letter of Understanding**

by and between

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

and

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

### **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 contractor 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, Organizational Health Incorporated). 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 contractor only if they are in respect to a current employee, one that has contravened article 3 of the Canadian Model<sup>1</sup> while in the employ of that employer.

- 2) Service providers including Organizational Health Incorporated 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.

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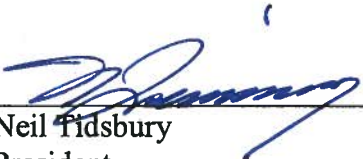
[1] 3. Alcohol and Drug Work Rule

3.1 An Employee shall not

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

All of which is agreed this 2<sup>nd</sup> day of June, 2011:

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

  
\_\_\_\_\_  
Neil Fidsbury  
President

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

  
\_\_\_\_\_  
Richard Wassill  
Business Manager

## **Letter of Understanding**

by and between

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

and

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

### **Re: Special Project Needs Agreements**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 22, 2011 through April 30 2015 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. A SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
2. An Owner is an organization developing an Industrial Construction project in Alberta.

A Contractor shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.

The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.

3. An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers’ Organizations (the “Coordinating Committee”) and shall specify the location of the project and the scope of the work to be performed.
4. If the project gate is beyond daily commuting distance (beyond 125 km of the city

centre of either Calgary or Edmonton) the SPNA for the project shall be in the form Template A posted at [www.clra.org](http://www.clra.org).

5. If the project gate is within daily commuting distance (within 125 km. of the city centre of either Calgary, or Edmonton or within 45 km. of the city centre of Red Deer) the SPNA for the project shall be in the form Template B posted at [www.clra.org](http://www.clra.org)
6. Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
7. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
8. Upon the filing of a grievance under clause 7, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
9. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31<sup>st</sup> day after the SPNA is received from the Chair of the Coordinating Committee.
10. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.
11. Special Project needs may also be addressed by the parties, on their own or in concert with others by agreement.
12. If an employer has bid, secured or is performing work under the Provincial Plasterers Collective Agreement and said work subsequently becomes covered by a Special Project Needs Agreement, the employer may elect to continue to have the terms and conditions of the Provincial Plasterers Collective Agreement remain in full force and effect.

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

All of which is agreed this 2<sup>nd</sup> day of June, 2011:

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

  
Neil Tidsbury  
President

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

  
Richard Wassill  
Business Manager

## **Letter of Understanding**

by and between

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

and

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

### **Re: Transition to New Commercial / Institutional Spray Fireproofing Schedule “C”**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 22, 2011 to April 30, 2015,

**Whereas** the Parties recognize that commercial/institutional spray fireproofing work requires a specialized wage schedule,

**Whereas** the Parties desire to have all employees performing commercial/institutional spray fireproofing work be classified and compensated as per the new Commercial / Institutional Spray Fireproofing Schedule “C”

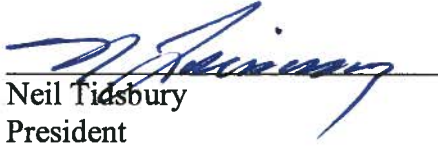
### **Now Therefore it is Agreed as Follows:**

- 1) All employees employed in commercial/institutional spray fireproofing subsequent to this Letter of Understanding coming into effect, shall be classified and compensated as per the new Commercial/Institutional Spray Fireproofing Schedule “C”.
- 2)
  - (a) Employees working in commercial/institutional spray fireproofing at the time this Letter of Understanding comes into effect, which are classified and compensated as per Commercial Schedule “B” shall continue to be classified and compensated as per Commercial Schedule “B”.
  - (b) Employees identified in 2(a) shall be moved into the new Commercial/Institutional Spray Fireproofing Schedule “C” once they have completed working on the project in which they were employed at the time this Letter of Understanding came into effect.
- 3) Notwithstanding the above all employees working in commercial/institutional spray fireproofing after the first Sunday of May 2012 shall be classified and compensated under the new Commercial/Institutional Spray Fireproofing Schedule “C”.

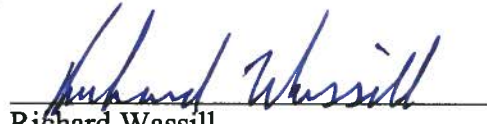


All of which is agreed this 2<sup>nd</sup> day of June, 2011:

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

  
Neil Tidsbury  
President

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

  
Richard Wassill  
Business Manager