

MEMORANDUM OF AGREEMENT

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

(hereinafter referred to as the "Association")

on behalf of and as agent for all Employers who employ
members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 43

(hereinafter referred to as the "Employers")

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

(hereinafter referred to as the "Union")

The above named Parties, having bargained collectively, agree that the following shall constitute full and final resolution of all matters pertaining to the renewal of their Collective Agreement. Errors or omissions excepted, the changes contained in this Memorandum of Agreement shall be incorporated into the renewal Collective Agreement between the Parties. Clauses not contained in this Memorandum will be inserted into the renewal Collective Agreement unchanged from the previous Collective Agreement except for such numbering changes as are required as consequential amendments and any mutually agreed "housekeeping" changes. This Collective Agreement is to be effective the first Sunday following ratification by the Parties. The Parties each agree to recommend acceptance by ratification of the changes as contained in this document to their respective membership.

May 22, 2019
(Date)

ORIGINAL SIGNATURE ON FILE

On behalf of the Cement Masons Trade Division

ORIGINAL SIGNATURE ON FILE

(Please Print Name)

ORIGINAL SIGNATURE ON FILE

On behalf of Local 222

ORIGINAL SIGNATURE ON FILE

(Please Print Name)

The Collective Agreement shall be organized to allow for the reference to the individual sub-sectors to be separate for printing and viewing purposes. The hope is that it will alleviate confusion and misunderstanding as to what and which articles/clauses apply to a sub-sector. The 4 sub-sectors at this time will be Non-Industrial, Civil Foundation – Non-Industrial, Industrial and Civil Foundation - Industrial, the parties are committed to pursuing other sub-sectors that may be added in the future.

The following Tabs, negotiated and agreed to in the 2018 Framework Bargaining (FWB), will be added to the Collective Agreement as follows:

FWB TAB 1: Duration – shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

27.01 This Collective Agreement shall be effective from the ___ day of _____, 2019 [the first Sunday following ratification or May 1, 2019, whichever is the later], to the 30th day of April, 2023, and thereafter it shall terminate, continue, or be renewed in accordance with the provisions of the *Alberta Labour Relations Code*.

Residential sub-sector:

The parties are committed to developing a sub-sector that will cover residential work. The same term of 4 years will be the intention but there will be the provision to have a re-opener clause to allow focus on unforeseen issues that are not properly addressed as practice with this new sub-sector is exercised.

FWB TAB 2: Alcohol and Drug Program – shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

The Letter of Understanding will be incorporated into the main body of the agreement:

ARTICLE TO BE DETERMINED - ALCOHOL AND DRUG POLICY

28.01 Concurrence

Except for the matters set out in articles 28.02 and 28.03 below, the *Canadian Model for Providing a Safe Workplace* Version 6.0, [the “*Canadian Model*”], will be implemented by agreement under this Collective Agreement for the purposes set out in section 2.0 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

28.02 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.

28.03 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, subject to the Case Management model in this Collective Agreement, section 5.5 of the *Canadian Model* will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the *Canadian Model* with respect to such a positive test.

28.04 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*.

28.05 Risk Assessment

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

28.06 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.

28.07 Collection Site Documentation

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

Additional clause for no-show for pre-access tests & flights (may need to consider the title of the article to ensure this clause is not missed or misunderstood)

28.08 If a Member no-shows for a pre-access test or Employer booked flight, the Employer shall report the Member to the Union and the Union shall require the Member to reimburse the Employer for the cost incurred for the test or flight prior to rebooking. Such reimbursement shall not apply where the Member is able to demonstrate that circumstances beyond their control were the direct cause of the missed flight or test.

FWB TAB 3(a): Wage Structure - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors and added accordingly to Article 5

1. Definitions and Application

- (a) “CPI Change” shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at .
- (b) 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.

2. Calculations

- (a) There will be no adjustment to wages from the effective date of the agreement until May 2, 2021.
- (b) The wage adjustment to be effective May 2, 2021 shall be the CPI Change for 2020.
- (c) The wage adjustment to be effective May 1, 2022 shall be the CPI Change for 2021.

3. Wage Schedules

- (a) The Union shall, by December 31st of the year prior to a wage adjustment, indicate to the Registered Employers’ Organization whether they want any portion of the wage adjustment applied to benefit plan contributions. The Parties shall either agree on the distribution of the adjustment, or shall refer any differences respecting the distribution to an arbitrator, by the following January 31st. If the matter is referred to an arbitrator, the arbitrator shall issue a decision resolving the matter by the following February 14th.
 - (b) In any event, the resulting wage schedules shall be issued by the Parties no later than February 21st.
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FWB TAB 3(c)(i): Premiums, Overtime Part A & B - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

Part A – Overtime Provisions

**Letter of Understanding
Re: Overtime Provisions**

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

Now Therefore It Is Agreed as follows:

1. Overtime Premiums

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

2. Exception

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

3. Duration

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

4. Grandfathering

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

5. Exception for Current Work

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

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

Part B - Excusable Absences for the Purpose of Calculating Overtime Payable in a Pay Period

8.01 Excusable Absence

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

8.02 Request for Pre-Authorized Absence

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

8.03 Absence Due To Illness

For absences due to illness in accordance with section 53.982 of the *Employment Standards Code* (except that the qualifying period will be waived), the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances. For absences of 1 or 2 days, no medical confirmation of the illness will be required. However where there appears to be repetitive absences or patterns of absences, explanations will be required and the Employer and Employee involved will discuss the reasons for the absences and any measures to be taken to reduce them in the future.

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

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

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

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

B = straight time hours scheduled for the pay period

C = all hours worked in the pay period

D = overtime hours earned

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

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

$$D = 10 \text{ hours of overtime earned}$$

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

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

$D = 0$ hours of overtime earned

The following LOI's, agreed to at FWB, will not be attached to the Collective Agreement. Both parties acknowledge it's applicable and any recommendations of the Sub-Committee will be carefully considered.

FWB TAB 3(d): Health and Welfare Contributions

LETTER OF INTENT

Re: An Undertaking to Examine the Sharing of Administration Services and Benefit Suppliers to Health and Welfare Plans

Whereas the Parties are engaged in Framework Bargaining and;

Whereas during the Framework Bargaining process, the Parties identified that there is value in investigating the current structure and costs related to operating the various BTA affiliate Health and Welfare Plans and;

Whereas there may be opportunities to take advantage of purchasing power, economies of scale and taking to market benefit provider services, in order to reduce costs and maintain or improve current benefit levels;

Now Therefore it is Resolved that:

The Parties have established a joint contractor/union sub-committee to:

- a.** Perform an audit in regards to the extent different administration services are being contracted and used by the various health and welfare plans;
- b.** Research and determine what level of benefits are being provided by each plan and at what costs;
- c.** Develop an RFP for the provision of Health and Welfare benefits to all BTA affiliates;
- d.** Provide recommendations to the Framework Bargaining Committee as to options that satisfy the interest of providing the same or better level of benefits at the same or lower costs.

The recommendations of the Sub-Committee are not binding on the Framework Bargaining Committee.

The recommendations of the Sub-Committee to the Framework Bargaining Committee may be provided after the conclusion of the Framework Bargaining process, but at any rate, shall be provided by March 31, 2019. The research of the Sub-Committee and implementation of any

recommendations may be adopted during the term of the current or newly ratified collective agreement.

The Sub-Committee shall provide monthly updates to the Framework Bargaining Committee Co-chairs, Facilitator and Bargaining Coordinator, as to the progress of their research.

The Sub-Committee shall be comprised of the following individuals:

- Deanna Penner, BFI
- Aaron Mireau, CLR
- Mike Yorke, Fluor
- Lynne Harder, CLR
- George Emery, Local 222
- Keith Stevenson, Local 720
- Robert Taylor, UA Local 488
- Derrick Schulte, ARCCAW
- Amanda Stephanizyn, Local 92
- Scott Crichton, Local 424

FWB TAB 3(h) – Waste and Misuse of PPE and Tools

LETTER OF INTENT

**Re: An Undertaking to Develop a Communication Campaign
on the Waste and Misuse of PPE and Tools**

Whereas the Parties are engaged in Framework Bargaining and;

Whereas during the Framework Bargaining process, the Parties identified that there is a need to reduce the waste and misuse of PPE and tools in an effort to decrease costs for Contractors, and;

Whereas the Parties determined that there is value in communicating and raising awareness with workers about the magnitude of waste and misuse of PPE and tools and developing accountability for reducing such wastage;

Now Therefore it is Agreed that:

The Parties have established a joint contractor/union sub-committee to develop and implement a communications campaign and provide any other recommendations to the Building Trades of Alberta (BTA) and the Coordinating Committee about what Building Trades Contractors and Employees need to do to positively impact the amount of waste and misuse of PPE and tools.

The recommendations of the Sub-Committee are not binding on the BTA and Coordinating Committee, or their affiliated unions and Registered Employers' Organizations.

The recommendations of the Sub-Committee to the Framework Bargaining Committee, as well as, a development plan for the communications campaign may be provided after the conclusion of the Framework Bargaining process, but at any rate, shall be provided by March 31, 2019. The development and implementation of the communications campaign and any other recommendations of the Sub-Committee may be adopted during the term of the current or newly ratified collective agreement.

The Sub-Committee shall provide monthly updates to the Framework Bargaining Committee Co-chairs, Facilitator and Bargaining Co-ordinator, as to the progress of their work.

The Sub-Committee shall be comprised of the following individuals and such others as may be appointed by the BTA or Coordinating Committee:

- Terry Parker, BTA
- Crystal Norton, CLR
- Mike Yorke, Fluor
- John Fradette, Aecon
- Keith Stevenson, Local 720
- Robert Taylor, UA Local 488
- George Emery Local 222

FWB TAB 7: Fitness Testing

Letter of Intent
Re: Fitness for Duty Testing Program
by and between

**THE COORDINATING COMMITTEE OF REGISTERED EMPLOYERS'
ORGANIZATIONS**

(hereinafter referred to as "the Coordinating Committee")

On Behalf of the Registered Employers' Organizations ("REOs") and such additional REOs that agree with their counterpart Trade Unions to be bound by this Agreement

and

THE BUILDING TRADES OF ALBERTA

(hereinafter referred to as "the Council")

On Behalf of the Affiliated Trade Unions and such additional Trade Unions that agree with their counterpart REOs to be bound by this Agreement

(individually, a "Party" and collectively, "the Parties")

Whereas the REO's and BTU both defined as per the Memorandum of Conditions for Joint Bargaining and hereinafter referred to as the Parties wish to explore Fitness for Duty Testing (FFDT) and;

The Parties during Framework Bargaining have agreed it is in the best interest to consider (FFDT) and;

The Parties agree that (FFDT) may achieve for the Parties a competitive advantage in the future and;

(FFDT) may be part of a Work Ready Work Force and;

The Parties acknowledge that if (FFDT) is implemented that such shall be a reasonable assessment of a worker which overall principles shall include dignity, privacy and accommodation and;

The (FFDT) shall be utilized for both worker and employer to assess the workers physical abilities with regards to the bona-fide occupational requirements in order to maximize safety, productivity and if required, accommodation and;

The Parties have agreed to set up an exploratory Committee of equal members to consider for recommendation, review and comment a (FFDT) Program;

Now Therefore REO's and BTU agree as follows:

1. An exploratory Committee shall be struck to consider (FFDT) with the above principles as guiding points.
2. The Committee will have balanced representation from the REO's and BTU, who shall have equal voice and vote.
3. The Committee will prepare a report for the Frame Work Bargaining group or for joint presentation to the Parties at some later date to be agreed but no later than June 1, 2019.
4. The Committee shall consider among other things:
 - a. Accommodation
 - b. Standardized Testing for Trades and Employers
 - c. Privacy Rights in accordance with legislation
 - d. Human Rights in accordance with legislation
 - e. Dispute Resolution Mechanisms
 - f. Time lines
 - g. WCB Coverage
 - h. Remuneration
 - i. Cost
 - j. Service Provider
5. The committee may use experts such as medical or legal, to assist with the development of the (FFDT) program if required.
6. The Parties agree that the Committee recommendations are not binding.

FWB TAB 3(e): Online Orientations – shall apply to industrial and civil foundation-industrial sub-sector

- 14.09** If an Employer requires an employee to complete an online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of four hours, multiplied by the employee's basic hourly rate. This provision shall not apply to, nor shall there be any pay required, for owner or site access required online orientations, nor for time required for on-boarding such as provision of certificates, information required for payroll processing, or contact information.
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FWB TAB 3(f) Captured Workers - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

Shall be added under Article 15 – Local Residents, Transportation and Accommodation – although for both sub-sectors the article number may be different

Suspended Work

AA.01 On a project to which Employees are supplied transportation and accommodation, and on which work is suspended for greater than 2 consecutive days for reasons beyond the control of the Employees and the Employer,

- (a) Representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall jointly seek a meeting with the Owner to get a full understanding of the reasons for the suspension of work, and the anticipated duration of the suspension, and develop and implement a plan that best addresses the needs of the Employees, the Employers and the Owner.
- (b) If the suspension of work is anticipated to be greater than 3 days, the Employer shall facilitate transportation for any workers that wish to leave the project, to the nearest commercial transportation. Such workers will be permitted to return to the project, subject to the workforce requirements of the remaining work, on the next work cycle transportation.
- (c) Following the suspension of the work, representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall again meet with the Owner to evaluate the event and determine what, if any, additional measures should be implemented to best address the needs of the Employees, the Employers and the Owner.

AA.02 If the Owner has suspended the work for operational needs and has requested that certain of the employees remain available for work at the site, the employees that remain available shall be paid the equivalent of a day's show up time for each day of the suspended work.

FWB Item 3(g): Bereavement Leave - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

ARTICLE EIGHT - HOURS OF WORK, REST PERIODS, OVERTIME, LEAVES

8.14 Leaves

- (a) The *Employment Standards Code* [RSA 2000, Chapter E-9] affords Employees the right to short-term leaves and long-term leaves in various stipulated circumstances. Such leaves shall be granted pursuant to this agreement. No qualification periods will be necessary for persons requiring such leaves. Notices to the Employer of

such leaves shall meet the conditions of and include the information required by the *Code*.

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

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

FWB TAB 3(m): Grievance Processing - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

ARTICLE 17 – GRIEVANCE PROCEDURE

17.01 Definitions

- (a) “Party” or “Parties” for purposes of the grievance procedure mean the Employer, Employers’ Organization, or the Union.
- (b) A “grievance” is a difference respecting the interpretation, application, operation, or an alleged violation of the Collective Agreement.
- (c) A “policy grievance” is a grievance respecting how the collective agreement should be interpreted or applied, or a grievance that affects the union, the bargaining unit, or the employers’ organization as a whole.
- (d) An “A & D grievance” is a grievance respecting the interpretation, application, operation or alleged violation of the *Canadian Model*, or respecting the section(s) of the collective agreement that adopts the *Canadian Model* and articulates the exceptions

- or limitations. An A & D grievance is not a difference arising from a circumstance that has an alternative appeal process.
- (e) “Days” means calendar days.

17.02 Application

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

17.03 Pre-Grievance Process

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

17.04 Grievance Process

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

17.05 Joint Grievance Panel (JGP)

- (a) The JGP will consist of 2 Union and 2 Employer representatives appointed by the Parties from a standing roster. Representatives of the Employer or Union affected by the matter being heard may not be appointed to the JGP.
- (b) Alternatively, at the time of referral of the grievance, the Parties may agree to establish a Panel of 3 or 5 individuals, comprised of a neutral chair and an equal number of Union and Employer representatives from the roster. The neutral chair may be whomever the Parties to the grievance agree on. The cost of a neutral chair will be shared between the Parties.
- (c) Within 14 days of the grievance being referred to the JGP, the Panel will convene to hear the grievance. It is intended that the hearing will be less formal than an arbitration hearing. The rules of evidence will not be strictly applied and the Parties will not be represented by legal counsel.

- (d) The JGP will issue a written recommendation, or advise it is unable to agree on a recommendation within 2 days of hearing the grievance.
- (e) If the Parties utilize a neutral chair, or prior to the hearing agree to be bound by the recommendation of the majority of the JGP, the recommendation is final and binding.
- (f) If the recommendation is not final and binding as described in (e), or if the JGP advises it is unable to agree on a recommendation, either Party may refer the grievance to arbitration within 7 days of receipt of the JGP's communication.
- (g) The JGP roster will be established and maintained by the Union and Registered Employers' Organization. The Union and Registered Employers' Organization will provide a mandatory training and development program for appointees to the roster.

17.06 Policy Grievance

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

17.07 Arbitration

- (a) Within 14 days of receipt of notification of the referral to arbitration, the Parties will appoint an arbitration board comprised of a chair and an Employer and Union nominee, except where the Parties agree to appoint a sole arbitrator to settle the difference.
 - (b) Where the Parties appoint an arbitration board, they will notify the other Party and Chair who their respective nominees shall be.
 - (c) If the Parties are unable to agree to a person to act as an arbitration board chair or sole arbitrator within 14 days of the referral to arbitration, either Party may request that an appointment be made pursuant to *Section 137 of the Labour Relations Code*.
 - (d) Within 3 months of appointing an arbitration board or single arbitrator, an arbitration hearing will be convened and within 60 days after the completion of the hearing, a final and binding decision will be provided to the Parties.
 - (e) Each of the parties shall bear the expenses of its nominee and the parties agree that the unsuccessful party will pay the expenses of the Arbitrator.
 - (f) Notwithstanding (e) above, an arbitration board or single arbitrator may exercise their discretion to rule that the costs of the arbitration is shared equally.
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FWB TAB 3(n): Allowances – applicable to Industrial and civil foundation – industrial work only

Part A

8.12 Provisions for Meals on Overtime

- (a) When employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the 10th hour, to provide a meal at no cost to the employees, for those involved. One-half hour at the straight time rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than 5 hours after the last meal time. Should an employee be requested to continue work, then an additional hot meal shall be supplied every 4 hours under the same conditions above.
- (b) Should an employee not be provided with meals as set out in the preceding paragraph, they shall receive an allowance of \$50 in lieu of the meal and the time to consume the meal.
- (c) Where a shift in excess of 11 hours but not longer than 12 hours is worked, and when camp accommodations are provided and a meal is provided at the end of the shift, no meal allowance shall be payable. When such shifts are worked, break times may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted.
- (d) Where a supervisor is required to
 - (i) start up to 1 hour earlier, or
 - (ii) finish up to one 1 hour later, or
 - (iii) start up to ½ hour earlier and finish up to 1/2 hour later

than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **8.12(a)** will not apply unless those provisions are applicable to the rest of the crew.

Part B

Trade Table agreement - all references to turnaround will be corrected to rotational

15.04 ROTATIONAL LEAVE

- (a) On jobs located beyond a 300 kilometer radius to a maximum of 475 kilometers from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Pay an allowance of \$174.00 after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.

Where the employee accepts Employer supplied transportation he shall not be entitled to the above allowance.
 - (ii) Allow employees 5 working days leave after each 35 calendar days of employment on the job.
- (b) On jobs located beyond a four hundred and 475 kilometer 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 airline air fare where scheduled air service is available, or pay an allowance of \$312.00 where airline service is not available, after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.
 - (ii) Allow employees 5 working days leave after each 35 calendar days of employment on the job.
- (c) The Rotational Leave Allowances set out herein shall be subject to review in January of each year of the Collective Agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to *[section for annual review based on Finance Canada bulletin]* the allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2020, the vehicle allowance is increased by 4%, the allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2020.
- (d) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than 25% of the working force shall be on such home leave.
- (e) Where the Employer supplies transportation the employee shall not be entitled to the above allowances, subject to the following.
- (i) For a project on which the 14 and 7 cycle applies and transportation is provided, no allowance will be paid nor leave permitted. If no transportation is provided leave shall be granted subject to (d) and the allowance shall be paid.
 - (ii) For a project on which a 10 and 4 cycle applies and transportation is provided, leave will be granted subject to (d) and no allowance shall be paid. If no transportation is provided, leave shall be granted subject to (d) and the allowance shall be paid.
-

FWB TAB 3(o): General Holidays and Observance - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

10.01 The following shall be general holidays or any such days as may be declared a general holiday by the Federal and Provincial Government:

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

10.02 Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an employee's scheduled day off shall not affect the start date of the employee's return to work, or the rate of pay for that day.

10.03 When a general holiday occurs on a day on which employees are scheduled to work, an employee who opts to not work on the general holiday shall give the employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such an employee who is in a camp will not be required to pay for the room nor shall the any employee be penalized for opting to not work.

FWB TAB 3(p): Work Cycles - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

**Letter of Understanding
Re: 14 On & 7 Off Shift Work Cycle**

1. A work cycle for application only to a project beyond daily travel distance of Edmonton or Calgary will consist of 21 consecutive days, each of which will consist of 14 regularly scheduled days of work followed by 7 regularly scheduled days of rest. Each work day within a work week will consist of 10 regularly scheduled hours of work with a ½ hour unpaid lunch break occurring at approximately mid shift and 2 paid 15 minute paid work breaks, 1 occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
2. In each shift the first 1½ scheduled hours of work and the 9th and 10th scheduled hours of work will be paid at time and one half. The 6½ regularly scheduled hours of work in between the first 1½ scheduled hours of work and the 9th scheduled hour of work will be paid at straight time rates.
3. Each work cycle will be followed by 7 consecutive scheduled days of rest, a "furlough". The combination of the 14 scheduled days of work followed by the 7 scheduled days of rest will be referred to as a "14 & 7 work cycle".

4. Work performed outside of the 10 scheduled hours of work in a day or on a scheduled day of rest will be paid at time and one half in accordance with the overtime Letter of Understanding.
5. A Employee who is transferred to a work cycle with a different start day must be provided with a minimum of 2 scheduled work days' notice. If the Employee has requested the transfer, then overtime rates will not apply for days worked in the scheduled 7 days of rest. If the transfer is not as a result of a Employee request, the Employee shall be given a minimum of the scheduled 7 day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.
6. Employers shall have the option to utilize the 14 & 7 work cycle on projects that may be less than 14 days.
7. This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Tab 4 - Training Initiatives - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

13.02 FOR INDUSTRIAL WORK (including Civil Foundation on an Industrial Site)

- (a) The Employer shall contribute to the Apprenticeship and Training Fund as per the applicable wage schedule for each and every hour worked by any employee covered under the terms of this Agreement. Such contributions are to be made by the Employer and no Employer shall deduct such contributions or any part thereof from an employee's wages. Such contributions are a payment in excess of the wage rates set out in this Agreement and do not constitute a payment of wages.
- (b) 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 Operative Plasterers and Cement Masons Apprenticeship Training Fund of Alberta not later than the 15th day of the month following, at such address as is determined by the Trustees from time to time.
- (c) The Training Trust Fund will provide and fund the following compulsory site and safety training for all workers:
 - (i) At dispatch certification will be current for:
 - Basic Safety Orientation (BSO)/Common Safety Orientation(CSO) [formerly OSSA]
 - Construction Safety Training Systems (CSTS)
 - Fall Arrest [*parties are discussing moving to "upon request"*]
 - Standard First Aid

- (ii) The following certification will be current upon request only:
 - Aerial Work Platform
 - Confined Space Entry
 - H2S Alive
 - (d) Workers dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
 - (i) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the employee.
 - (ii) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than 60 calendar days.
 - (iii) Workers will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with (d) above and the Employer will pay any fees charged for such renewals.
- 13.03** Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.
- 13.04** The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers shall disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective. Where the Union operates a training database to which Employers can log in, Employers shall disclose any safety training certifications provided to workers while at work to the Union so that it may be entered into the database.
- 13.02 FOR NON-INDUSTRIAL WORK (including civil foundation on a non-industrial site)**
- (a) The Employer shall contribute to the Apprenticeship and Training Fund as per the applicable wage schedule for each and every hour worked by any employee covered under the terms of this Agreement. Such contributions are to be made by the Employer and no Employer shall deduct such contributions or any part thereof from

an employee's wages. Such contributions are a payment in excess of the wage rates set out in this Agreement and do not constitute a payment of wages.

- (b) 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 Operative Plasterers and Cement Masons Apprenticeship Training Fund of Alberta not later than the 15th day of the month following, at such address as is determined by the Trustees from time to time.
- (c) The Training Trust Fund will provide and fund the following compulsory site and safety training for all workers:
- (i) At dispatch certification will be current for:
- Confined Space Entry (CSE)
 - Construction Safety Training Systems (CSTS)
 - Fall Arrest [*parties are discussing moving to "upon request"*]
 - Standard First Aid
- (ii) The following certification will be current upon request only:
- Aerial Work Platform
 - **H2S Alive (**civil foundation infrastructure only)
- (d) Workers dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
- (i) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the employee.
- (ii) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than 60 calendar days.
- (iii) Workers will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with (d) above and the Employer will pay any fees charged for such renewals.

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

13.04 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers shall disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective. Where the Union operates a training database to which Employers can log in, Employers shall disclose any safety training certifications provided to workers while at work to the Union so that it may be entered into the database.

FWB TAB 6(a): Site and Environmental Conditions, Inclement Weather - shall apply to industrial and civil foundation – industrial sub-sector

ARTICLE FOURTEEN – WORKING CONDITIONS & WORKSITE SAFETY COMMITTEES

14.01 Joint Worksite Health and Safety Committees (JWHSC)

- (a) A JWHSC shall be formed and maintained pursuant to section 16 of the *Occupational Health and Safety Act* [the *Act*], or health and safety representatives shall be designated pursuant to section 17 of the *Act*, for larger and smaller employers respectively.
- (b) A JWHSC in respect of the employees of one Employer on a single Employer site:
 - (i) Shall consist of 4 members, unless the Employer and Union agree to a larger committee.
 - (ii) The Union shall appoint one half of the members through a process consistent with the constitution of the Union.
 - (iii) In the event a member is transferred from the site or laid off, the Union shall appoint a replacement within 7 calendar days.
 - (iv) The Employer shall appoint one half of the members, and in the event an appointee is ineligible to serve, shall appoint a replacement within 7 calendar days.
 - (v) The Employer shall post the names and contact information in accordance with the legislation.
- (c) A JWHSC in respect of the employees of one Employer on a multi-employer site:
 - (i) Shall consist of 4 members, unless the prime contractor or if there is no prime contractor, the unionized Employers at the work site and the group of Unions representative of employees at the work site agree to a larger committee.
 - (ii) The Unions representative of workers on a multi-employer work site shall jointly select and appoint one half of the members. The selection process shall take into consideration the projected compliment of trades at the work site.

- (iii) In the event a member is transferred from the site or laid off, the Unions representative of workers at the work site shall jointly select and appoint a replacement within 7 calendar days. The selection process shall take into consideration the compliment of trades projected for the work site at that time.
- (iv) The prime contractor, or if there is no prime contractor, the unionized Employers at the work site collectively, shall appoint one half of the members, and in the event an appointee is ineligible to serve, shall appoint a replacement within 7 calendar days.
- (v) The prime contractor, or if there is no prime contractor, the Employers shall post the names and contact information in accordance with the legislation.

14.02 Site and Environmental Conditions, Inclement Weather

- (a) Issues respecting:
 - (i) extreme temperatures (on site or in employer-provided or owner-provided accommodations),
 - (ii) air quality, and
 - (iii) site environmental hazardsshall be referred to and addressed by such joint committees or the health and safety representative and the employer, whether or not such issues are required by the *Act* to be included in the duties of such committees or representatives.
- (b) The guideline charts at pages 40, 42 and 49 in the booklet posted at <https://ohs-pubstore.labour.alberta.ca/gs006> shall be among the considerations taken into account by employers, and by the joint committee or health and safety representatives when evaluating precautions required in extreme or adverse weather conditions.

FWB TAB 9 and 10 - shall apply to industrial, civil foundation-industrial, non-industrial and civil foundation-non-industrial sub-sectors

ARTICLE TO BE DETERMINED – RESPONSE TO UNFORESEEN CIRCUMSTANCES & JOINT ENVIRONMENTAL SCANS

- _.01** (a) The parties agree that a formal collaborative process between the Unions and Employers is required in order to remain competitive and regain market share amid our current conditions and economic uncertainty. The intent of such meetings is to ensure all affected parties are consulted and urgent matters are resolved within a two week window. The parties shall formally establish primary contacts as well as their alternates.
- (b) Should an issue arise that either the Unions or the Employers' Organizations need to have addressed, they shall complete the Joint REO-BTA Meeting Request form and send it to the designated representative of the Building Trades of Alberta or the Coordinating Committee of Registered Employers' Organizations.

-
- (c) Upon receipt of the form, the receiving party shall have a maximum of 7 calendar days to formally respond to the request and arrange a joint meeting which shall occur within the next 7 calendar days. If circumstances require an extension of these timelines due to factors out of the control of either party, this request must be communicated and an alternate date/time must be arranged. Should subsequent meetings be required, dates shall be agreed to prior to the end of the initial/last joint meeting.
 - (d) All discussions and decisions resulting from such joint meetings shall not constitute binding agreements unless the individual parties explicitly enter into such agreements. Utilization of this process to discuss grievance matters shall not affect established grievance timelines.
 - (e) The parties shall meet to review this process after 1 year to evaluate the effectiveness of the process and to implement changes if deemed necessary by both parties.

Update the scope & recognition more clear reference to the trade regulation

3.04 This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Cement Masons which, for the purposes of this Collective Agreement, shall coincide with the Alberta Concrete Finisher Trade Regulations set out in Registration Certificate 43. Concrete means cement products and without limiting the generality, includes cements, concrete, aggregate, grouts, patching materials, toppings, admixtures, agents, epoxies and protective coatings.

The trade shall include but not be limited to all of those employees who are engaged in the following:

- Placing and finishing, including screeding, floating and in some instances polishing, of all concrete construction such as floors, walls, sidewalks, curbs and gutters (whether finished by trowel or float or any other process)
 - Repairing, restoring and resurfacing of concrete;
 - Application of curing and surface treatments to concrete;
 - Patching, sacking, chipping, bushhammering, rubbing, grinding, saw cutting and coring of concrete for construction excluding demolition, engineering/technical and testing purposes where necessary in concrete finishing work;
 - Dry packing, grouting and finishing in connection with setting machinery such as engines, generators, air compressors, tanks, and so forth that are set on concrete foundations.
-

Sub-sector Definitions:

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

- Electrical power generation, hydro or thermal power plants greater than 100 megawatts
- Development of Mining and Smelting Properties
- Development of Oil Sands Properties
- Oil Refineries, Upgraders and all form of hydrocarbon production, extraction or processing
- Development of Chemical Plants
- Pulp, paper or timber/wood processing mills or sawmills
- Production and processing plants for natural gas, liquid petroleum products and manufactured gases
- Base/Precious/Other Metal production plants or upgraders of any and all kinds
- Pumping and compressor stations
- Cement, lime and gypsum plants

TBD Civil Foundation – Industrial construction shall mean work performed on an industrial site as defined in Clause 5.02, but not limited to:

- Roads, bridges, canals, airport paving, water supply or management systems, irrigation systems, sewerage systems, pump & compressor stations, tunnels, hydro-electric projects, electrical grids, wind power, solar power, geothermal power
- All concrete work on all sites below the base plate (anchor bolts down) excluding grout unless otherwise agreed

TBD Civil Foundation – Non-Industrial construction shall mean work performed on a non-industrial site not encompassed in the definition in Clause 5.02, but not limited to:

- Roads, bridges, canals, airport paving, water supply or management systems, irrigation systems, sewerage systems, pump & compressor stations, tunnels, hydro-electric projects, electrical grids, wind power, solar power, geothermal power
- All concrete work on all sites below the base plate (anchor bolts down) excluding grout unless otherwise agreed

The parties are committed to developing a “piece work” template that will be utilized for residential, CI & CEI work. There will be an intention on a yearly basis, by request of either the union or trade division, to review the workability of a sub-section(s).

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

14.06 **Tools:**

- (a) Employees shall have with them on the job the following tools and a lockable tool box to contain them:
- 1 - pointing trowel
 - 2 - 14" trowel
 - 2 - 16" trowel
 - Margin Trowels
 - 1 – ¾" single side edger
 - 1 brush (excluding wash brushes)
 - 2 appropriate hand floats
 - Spirit Level
 - 1 - 25' Measuring Tape
 - 1 – Claw Hammer
 - Knee Pads
-

14.03 (b) Workers dispatched by the Union shall be in possession of current client required site orientation training and fall protection training if required.

(e) All safety equipment, except hard hats (hard hat reference will be removed for industrial) and safety boots, required by the OH&S regulations shall be provided to the employee at no cost. Such safety equipment may be allotted to the employee on a charge out/refund basis. Employees shall report for work equipped with hard hats (hard hat reference will be removed for industrial), safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

5.03 (d) Where a Cement Mason Foreman is not employed on the project, the Cement Masons will be directed by the Superintendent on Industrial projects/sites and General Foreman on Non-Industrial projects/site.

Applicable on a non-industrial & civil foundation – non-industrial work site, a regular work week will consist of 44 hours worked Monday to Friday.

Article 5 – Wages – applicable to all sub-sectors

All calculations for premiums will be based on hours worked.

8.07(b) & (b)(i) will be deleted

8.07 Compressed Work Week:

(b) For non-industrial work:

- (i)** The Employer may schedule the regular work week in 4 consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period.

Applicable to all sub-sectors:

Presently 20.01 & 20.02:

For employers bound by this CA who normally utilize a sub-contractor to perform specialty work that they do not use its own workforce to perform (within any sector), the union shall be notified of the specialty work to allow the opportunity to provide of a trained workforce. Prior to provision of the workforce the Employer will be given the credentials of the workforce to ensure they meet the specification and needs of the work. In the event the union is not able to provide a specialty workforce, the subcontractor will not be covered by the prohibition of 20.01 or 20.02.

Applicable to Industrial & Non-Industrial sub-sectors:

8.03 The Employer may vary the start/quit times by up to 2 hours at his option. Variances of greater than 2 hours shall be mutually between the Employer and the Union.

Applicable to Civil Foundation-Industrial & Civil Foundation Non-Industrial sub-sectors:

Owner driven specs, your regular working day can start at any time. 44 hours over 5 days

8.05 Shift Work:

- (a)** Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of 2 consecutive working days.

In the event a shift adjustment is required by an owner, an Employer, when possible, shall inform the Employees and the Union in regards to the change 7 days prior to the change.

Add Shift schedule:

Shift	Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
		M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
4-10 HR	ST	10	10	10	10																			40
	OT																							0
	EFF	10	10	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
5-8 HR	ST	8	8	8	8	8																		40
	OT																							0
	EFF	8	8	8	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
5-10 HR	ST	10	10	10	10																			40
	OT					10																		10
	EFF	10	10	10	10	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55
5-10 HR	ST	8	8	8	8	8																		40
	OT	2	2	2	2	2																		10
	EFF	11	11	11	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55
10 & 4	ST		8	8	8	8	8	8	8	8	8	8												80
	OT		2	2	2	2	2	2	2	2	2	2												20
	EFF	0	11	11	11	11	11	11	11	11	11	11	0	0	0	0	0	0	0	0	0	0	0	110
14 & 7	ST	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5									91
	OT	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5									49
	EFF	12	12	12	12	12	12	12	12	12	12	12	12	12	12	0	0	0	0	0	0	0	0	164.5
21 & 7	ST	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	136.5
	OT	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	73.5
	EFF	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	246.75

ARTICLE 24 – Employer Association Dues

24.01 (c) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid Site Access Program, and the Audiometric Program. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

(d) The collection of fees for the Workforce Development Initiatives shall be suspended. In the event an alternative option is presented and accepted by the Union and the Association via recommendation of the Joint Trade Board the collection of fees will be reinstated.

All references to double time will have this follow the wording “double time” [suspended until April 30, 2023] or [suspended LOU attached]

Correction of Pay Errors

- 6.12 (a)** If the Employer, Employee or Union determines that an error in pay has occurred, and the error has occurred within the previous 6 months, the Employer, Employee or Union shall promptly give notice in writing to the affected Employee or Employer of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment or underpayment through pay or deduction over 1 or more subsequent pay periods. The Employee or Employer shall be given 3 working days to respond to the notice. If the Employee or Employer agrees with the error and the plan for correction, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, all Parties shall attempt to resolve the difference. If the difference cannot be resolved within an additional 3 working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.
- (b)** If the Employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union and Employer will work together to recover any outstanding amount owing.

The following are the agreed wage packages for the 4 classifications of work performed by Cement Masons and set out in this collective agreement:

Commercial/Institutional construction

- Gross Package \$42.66
- 44 hour work week
- FWB Overtime Language Part A & Part B
- On 10 hour days with 2x½ hour breaks, one will be unpaid

Civil Foundation work on Infrastructure construction

- Gross Package \$42.66
- 44 hour work week
- FWB Overtime Language Part A & Part B
- On 10 hour days 2x½ hour paid breaks

Industrial Work

- Gross package \$49.73

Civil Foundation work on Industrial construction

- Gross Package \$43.15
- FWB OT language Part A & Part B
- 40 hour work week
- Civil Foundation terms

	% of JM	Base Rate	H&V	H&W	Pension	Train	Gross Rate
Non-Industrial & Civil Foundation - Non-Industrial Site							
Foreman		37.05	3.71	1.50	4.00	0.25	46.51
Journeyman		33.55	3.36	1.50	4.00	0.25	42.66
Third Year	85%	28.52	2.85	1.50	4.00	0.25	37.12
Second Year	75%	25.16	2.52	1.50	2.80	0.25	32.23
First Year	65%	21.81	2.18	1.50	2.80	0.25	28.54
Trainee	55%	18.45	1.85			0.25	20.55

	% of JM	Base Rate	H&V	H&W	Pension	Train	Gross Rate
Civil Foundation - Industrial Site							
Foreman		37.50	3.75	1.50	4.00	0.25	47.00
Journeyman		34.00	3.40	1.50	4.00	0.25	43.15
Third Year	85%	28.90	2.89	1.50	4.00	0.25	37.54
Second Year	75%	25.50	2.55	1.50	2.80	0.25	32.60
First Year	65%	22.10	2.21	1.50	2.80	0.25	28.86
Trainee	55%	18.70	1.87			0.25	20.82

	% of JM	Base Rate	H&V	H&W	Pension	Train	Gross Rate
Industrial							
Foreman		43.25	4.33	1.50	5.00	0.60	54.68
Journeyman		38.75	3.88	1.50	5.00	0.60	49.73
Third Year	85%	32.94	3.29	1.50	5.00	0.60	43.33
Second Year	75%	29.06	2.91	1.50	4.03	0.60	38.10
First Year	65%	25.19	2.52	1.50	4.03	0.60	33.84
Trainee	55%	21.31	2.13			0.60	24.04
