

**ALBERTA PROVINCIAL  
CEMENT MASONS**

**GENERAL  
CONSTRUCTION SECTOR  
COLLECTIVE AGREEMENT**

between

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

and

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

**November 24, 2019 – April 30, 2023**

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**ALBERTA PROVINCIAL CEMENT MASONS COLLECTIVE  
AGREEMENT FOR THE GENERAL CONSTRUCTION SECTOR**

[hereinafter referred to as the "Collective Agreement"]

**between**

**Construction Labour Relations - An Alberta Association  
Cement Masons (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 #43  
[hereinafter referred to as the "Employer"]

and

**The Operative Plasterers' and Cement Masons' International Association  
of the United States and Canada**

**Local Union #222**

[hereinafter referred to as the "Union"]

On behalf of all Employees who are bound or who subsequently become bound by this  
Collective Agreement by the operation of Registration Certificate #43  
[hereinafter referred to as the "Employee"]

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

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

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

## **ARTICLE ONE: PURPOSE, SCOPE AND RECOGNITION**

- 1.01** The purpose of this Collective 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 providing efficient service to the public.
- 1.02** The scope of this Collective Agreement as it applies to each individual Employer shall be the extent to which the Union, party hereto, has established a collective bargaining relationship with that Employer and the extent to which that Employer employs Employees within the scope of such bargaining relationship, and the extent to which the Employer is engaged within the trade jurisdiction set out in the registration certificate held by the Association.
- 1.03** The Parties hereto agree that the terms of this Collective Agreement do not apply to residential work, which is defined as single family housing including duplexes, walk-up apartments and condominiums up to a maximum of 3 floors in height.
- 1.04** The Union recognizes the Association as the exclusive representative in collective bargaining of each of those Employers who are or who become affected by Registration Certificate #43, to the extent that each of the said Employers is or becomes affected by the said registration certificate.
- 1.05** 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.

## **ARTICLE TWO: GEOGRAPHICAL JURISDICTION**

**2.01** It is understood by the Parties hereto that the geographical jurisdiction of Local Union 222 shall be the territory of the Province of Alberta.

Any Employee covered by this Collective Agreement who is to be transferred to an area outside of the jurisdiction of this Collective Agreement shall be advised, prior to the transfer, of any change to the terms and conditions of employment that would apply in respect to that work.

**2.02** The centre of the cities of Edmonton or Calgary or other locations where a hiring hall is located shall be referred to as the Geodetic Monument. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary the Calgary Tower.

## **ARTICLE THREE: UNION RIGHTS**

### **3.01 Job Stewards:**

- (a) The Union may appoint 1 Steward as spokesperson on each project and they may have Assistants where required. Each Steward, at the time of their appointment, shall be a Journeyman Cement Mason.
- (b) Job Stewards shall be recognized on all jobs on which they are appointed and shall not be discriminated against. The Job Superintendent or other senior Employer representative on the job shall be notified of the name of the appointed Job Steward and any Assistant Stewards. Time shall be given to the Job Steward to carry out these duties.
- (c) Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the “Canadian Model Alcohol and Drug Guidelines and Work Rule”.

**3.02** The Business Agent shall have access to all jobs covered by this Collective Agreement in carrying out their regular duties, after first notifying the Superintendent or other Senior Representative of the Employer. This access is not to be refused unless justifiable circumstances warrant this action.

**3.03** The Union shall have the right to post notices at the designated places on any job affected by this Collective Agreement. All such notices must be signed by the proper officer of the Union and submitted to the management of the Employer for approval.

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

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

Notwithstanding the foregoing, on certain projects where Client specifications require the hiring amongst minority groups, a pre-job meeting will be held between the Employer, the Association, and the Union to accommodate Client requirements.

**3.06** **Union Dues:**

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

**ARTICLE FOUR: MANAGEMENT RIGHTS**

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

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

## **ARTICLE FIVE: PROHIBITION OF STRIKES OR LOCKOUTS**

- 5.01** The Employer agrees that there will be no lockout or breach of this Collective Agreement during its term.
- 5.02** The Union agrees that there shall be no strike, stoppage of work, slowdown, work to rule or other action that would stop or interfere with the Employer's operations during the term of this Collective Agreement.

## **ARTICLE SIX: HOLIDAYS AND VACATIONS**

- 6.01** All work performed on the following named holidays or any such days as may be declared a general holiday by the Federal and Provincial Government shall be paid for at double the Employee's hourly base rate of pay [double time suspended as per Letter of Understanding #1]:
- |                |                  |
|----------------|------------------|
| New Year's Day | Boxing Day       |
| Family Day     | Good Friday      |
| Victoria Day   | Canada Day       |
| Heritage Day   | Thanksgiving Day |
- 6.02** All work performed on the following named holidays shall be paid for at double the Employee's hourly base rate of pay [as per Letter of Understanding #1, Clause 2.]:
- Labour Day, Remembrance Day, Christmas Day
- 6.03** Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an Employee's scheduled day off shall not affect the start date of the Employee's return to work, or the straight time basic hourly rate of pay for that day.
- 6.04** When a general holiday occurs on a day on which Employees are scheduled to work, an Employee who opts to not work on the general holiday shall give the Employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such an Employee who is in a camp will not be required to pay for the room nor shall any Employee be penalized for opting to not work.

## **ARTICLE SEVEN: TOOLS**

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



(b) These tools are to be in serviceable condition. The Employer will replace trowels consumed on the job for epoxy work.

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

**7.03** The Employee will give their Employer an up-to-date inventory of their personal tools upon arrival on the job site. The Employer may at any time check for the correctness of such inventory.

**7.04** Following a fire or break-in of the Lock-up, the Employer shall compensate the Employee for any real loss of their tools stored according to this **Clause**.

## **ARTICLE EIGHT: WORKING CONDITIONS**

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

(b) Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department inspection.

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

**8.03** It is agreed by both Parties that there will be no piece work of any description and no banking of hours.

**8.04** Starting time shall be at the lock-up room or time clock which shall not be located higher than 1 floor above ground level, or at such other suitable starting point or points as are designated by the Employer. A 5 minute pickup period will be allowed prior to quitting time. A suitable signal may be provided on each jobsite which

shall give all starting and quitting times. An Employer representative will be responsible for the aforesaid signal.

**8.05 Foreman:**

- (a) Any personnel designated by the Employer as Cement Mason Foremen, to supervise Cement Masons and/or other Employees, and placed in charge of work shall be a Journeyman Member of the Union. Where possible Cement Mason Foremen will be a Certified Journeyman Member of the Union. All instructions given to Members shall be given by the Cement Mason Foreman.
- (b) 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.

**ARTICLE NINE: WAGE STRUCTURE AND PAYMENT CONDITIONS**

**9.01** The minimum hourly base rate of pay for Employees working under any part of this Collective Agreement shall be as per the straight time applicable Wage Schedules found in **SCHEDULE A – INDUSTRIAL & SCHEDULE B – NON-INDUSTIRAL**, both including Civil Foundation rates.

- 9.02**
- (a) In respect to "Industrial" work, the Employer shall pay to the Employee for each hour worked (not including any pay for time traveled) a vacation allowance equal to 6% of the applicable rate of pay, and holiday pay allowance equal to 4% of the applicable rate of pay.
  - (b) In respect to "Non-Industrial" work, the Employer shall pay to the Employee for each hour worked [not including any pay for time traveled] a vacation allowance equal to 6% of the hourly base rate of pay, and holiday pay allowance equal to 4% of the hourly base rate of pay. These monies are to be paid each pay period with the wages that are due.

**Wage Structure**

**9.03 Adjustments**

- (a) **Definitions and Application**
  - (i) “CPI Change” shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/econ09j-eng.htm>.
  - (ii) Wage adjustments calculated pursuant to this Collective Agreement shall be the adjustments to be applied to the gross rates for Journeyman, with the gross rates for other classifications calculated from the Journeyman rate accordingly.

- (b) **Calculations**
  - (i) There will be no adjustment to wages from the effective date of the Collective Agreement until May 2, 2021.
  - (ii) The wage adjustment to be effective May 2, 2021 shall be the CPI Change for 2020.
  - (iii) The wage adjustment to be effective May 1, 2022 shall be the CPI Change for 2021.
- (c) **Wage Schedules**
  - (i) The Union shall, by December 31<sup>st</sup> 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 31<sup>st</sup>. If the matter is referred to an arbitrator, the arbitrator shall issue a decision resolving the matter by the following February 14<sup>th</sup>.
  - (ii) In any event, the resulting wage schedules shall be issued by the Parties no later than February 21<sup>st</sup>.

## Payment Conditions

- 9.04** When an Employee is laid off or discharged, all wages and vacation and statutory holiday pay, together with the Record of Employment form, the Apprenticeship Work Record Book, and/or any other documents or records required to be returned to the Employee shall, to the extent possible, be given to the Employee on the date of termination. In no event shall they be given or sent to the Employee any later than the working day following the time of termination.
- 9.05** If the Employee prefers, they may arrange with their Employer to pick up their pay and records at the office of the Employer no later than on the afternoon of the working day following termination of employment.
- 9.06** When an Employee quits, they shall give their supervisor 1 hours' notice and their pay and records will be mailed to them or given to them at the central pay office of the Employer on the next regular pay day.
- 9.07** Notwithstanding the provisions in **Clauses 9.04, 9.05, and 9.06** above, in circumstances where the Employee is being paid by direct deposit, the final pay will be paid on the next regular pay day when the time owing would have been normally payable.
- 9.08** In the event of a layoff or discharge, 1 hours' notice shall be sufficient, 1 hour's pay may be given in lieu of notice. No notice is required for termination for just cause.
- 9.09** (a) If an Employer fails to pay the monies due as stated under **Clauses 9.04 to 9.08** of this Collective Agreement, the Employer shall pay the Employee for such time, up to a maximum of 4 hours pay for each 24 hours that the Employee has been kept waiting for their monies, commencing with the day after the Employer has been notified by the Union, on behalf of the

Employee, of non-receipt of pay. This time period shall exclude Saturdays, Sundays, and Statutory Holidays.

- (b) No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due as stated under **Clauses 9.04 or 9.08**, nor under circumstances beyond the control of the Employer. The Employer shall mail the balance due within 24 hours or as agreed to between the Employer and the Union.

**9.10** If the regular pay day falls on a Statutory Holiday, Employees shall be paid on the preceding working day.

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

**9.12** (a) An Employer shall at the end of each pay period provide to each Employee a separate or detachable statement with their pay cheque, this statement to show the items required.

- (b) Electronic pay records and records of employment may be used at the Employers option. Upon request from an Employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed Record of Employment will be issued.

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

### **Correction of Pay Errors**

**9.14** (a) If the Employer, Employee or Union determines that an error in pay has occurred, and the error has occurred within the previous 6 months, the Employer, Employee or Union shall promptly give notice in writing to the affected Employee or Employer of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment or underpayment through pay or deduction over 1 or more subsequent pay periods. The Employee or Employer shall be given 3 working days to respond to the notice. If the Employee or Employer agrees with the error and the plan for correction, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, all Parties shall attempt to resolve the difference. If the difference cannot be resolved within an additional 3 working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.

- (b) If the Employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union and Employer will work together to recover any outstanding amount owing.

## **ARTICLE TEN: LUNCH BREAKS AND REST PERIODS**

*\*\*Refer to Schedules A&B for additional options.*

### **10.01 Lunch Breaks:**

- (a) A lunch break of either ½ hour or 1 hour duration will be taken midway between the starting and quitting time of each workday. However, if job conditions require, the lunch break may be moved up to 1 hour in either direction.
- (b) If an Employee is not provided time to commence a lunch break between 1 hour before and 1 hour after the mid-point of the workday, the Employee shall be paid at the applicable overtime rate for working through the lunch period. In such cases where the Employee is not provided with a lunch break, the regular working day shall not be arbitrarily reduced when work is available.

### **10.02 Rest Periods:**

- (a) There shall be 2 rest periods of a 10 minute duration allowed each day during normal working hours; 1 rest period in the first half and 1 rest period in the second half of each workday. For each 4 consecutive hours of overtime work, there shall be 1 rest period of 10 minutes, in addition to meal breaks.
- (b) For compressed work weeks, Employees shall be permitted a rest period of 15 minutes in the first half and 15 minutes in the second half of each workday.

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

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

## **ARTICLE ELEVEN: ABSENCES, OVERTIME CALCULATION AND LEAVES**

### **Absences**

#### **11.01 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.

### 11.02 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 30 calendar 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.

### 11.03 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 working 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.

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

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

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

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

**B** = straight time hours scheduled for the pay period

**C** = all hours worked in the pay period

**D** = overtime hours earned

**Example 1:** If an Employee working a 5x10 schedule misses 1 workday due to an **excused** absence, the formula shall apply as follows:

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

$D = 10$  hours of overtime earned

**Example 2:** If an Employee working a 5x10 schedule misses 1 workday due to an **unexcused** absence, the formula shall apply as follows:

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

$D = 0$  hours of overtime earned

## Leaves

- 11.05**
- (a) The *Employment Standards Code* [RSA 2000, Chapter E-9] affords Employees the right to short-term leaves and long-term leaves in various stipulated circumstances. Such leaves shall be granted pursuant to this Collective 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 will not be less than the notice required in the *Code*. If the work to which the Employee will be assigned is in a remote location, the Employee and the Employer shall work together to plan the return to coincide with any site travel arrangements and any special work cycle in effect for such work.
  - (d) If the need for a leave is sudden and unexpected, and an Employee requiring the leave has been provided transportation by the Employer to a work site, the Employer will promptly arrange for transportation for the Employee to the nearest commercial transportation from which the Employee can commence the travel to wherever the reasons for the leave require the Employee to be.

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

## ARTICLE TWELVE: REPORTING TIME

- 12.01** When an Employee reports to work at the regular starting time and such Employee is not put to work, the Employee so effected shall be entitled to a minimum of 2 hours pay at the applicable hourly rate of pay.
- 12.02** In order to qualify for show up time, Employees must remain on the job site unless otherwise directed by the Employer. Where the Employee is directed to remain at the job site for more than 2 hours, they shall be paid for such time at the applicable rate of pay.
- 12.03** Employees so effected shall be paid daily travel, transportation, or subsistence or receive camp accommodation as is applicable.

- 12.04** An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least 2 hours prior to the commencement of the normal workday. Employees working on a job site where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available at the meal time prior to the start of shift and notices are posted on the bulletin boards in the camp kitchen.
- 12.05** When an Employee reporting for work qualifies for show up time, such time shall include the regular shift premium when applicable.
- 12.06** The Employer may require an Employee to perform work within his jurisdiction for the 2 hour call-out.
- 12.07** Call-Out Pay - Employees called out for work at other than the regular starting time shall receive a minimum of 2 hours pay at the Employees' applicable hourly rate of pay.
- 12.08** Reporting time pay and/or call-out pay is in addition to travel time pay if travel time pay is applicable.

#### **ARTICLE THIRTEEN: SUSPENSION OF WORK BY OWNER**

- 13.01** On a project to which Employees are supplied transportation and accommodation, and on which work is suspended for greater than 2 consecutive calendar 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 calendar days, the Employer shall facilitate transportation for any Employees that wish to leave the project, to the nearest commercial transportation. Such Employees will be permitted to return to the project, subject to the workforce requirements of the remaining work, on the next work cycle transportation.
  - (c) Following the suspension of the work, representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall again meet with the Owner to evaluate the event and determine what, if any, additional measures should be implemented to best address the needs of the Employees, the Employers and the Owner.
- 13.02** 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.



## ARTICLE FOURTEEN: SHIFT WORK & WORK CYCLES

### Shift Work

- 14.01** 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.
- 14.02** In the event a shift adjustment is required by an Owner/Client, an Employer, when possible, shall inform the Employees and the Union regarding the change 7 calendar days prior to the change.
- 14.03** No Employee shall work more than 1 straight time shift in each consecutive 24 hour period. An Employee shall continue to receive the overtime rate after each shift until a break of 8 hours occurs.

### Work Cycles

#### 14 and 7 Work Cycle

- 14.05**
- (a) A work cycle for application only to a project beyond daily travel distance of the Geodetic Monument 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-workday and 2 paid 15 minute work breaks, 1 occurring at approximately the middle of the first half of the workday and the other at approximately half way through the second half of the workday.
  - (b) In each workday the first 1½ scheduled hours of work and the 9<sup>th</sup> and 10<sup>th</sup> 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 9<sup>th</sup> scheduled hour of work will be paid at straight time rates.
  - (c) Each work cycle will be followed by 7 consecutive scheduled days of rest, a “furlough”. The combination of the 14 scheduled days of work followed by the 7 scheduled days of rest will be referred to as a “14 and 7 work cycle”.
  - (d) Work performed outside of the 10 scheduled hours of work in a day or on a scheduled day of rest will be paid in accordance with the **Letter of Understanding #1**.
  - (e) An Employee who is transferred to a work cycle with a different start day must be provided with a minimum of 2 scheduled workdays’ notice. If the Employee has requested the transfer, then overtime rates will not apply for days worked in the scheduled 7 days furlough. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled 7 day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.

- (f) Employers shall have the option to utilize the 14 and 7 work cycle on projects that may be less than 14 working days.

## **ARTICLE FIFTEEN: APPRENTICES AND TRAINEES**

### **Apprentices:**

- 15.01** (a) An Apprentices shall serve, prior to June 1, 2019 a total of 3 periods, and after June 1, 2019 a total of 2 periods, at the trade before becoming a Journeyman, unless they are credited with time at the trade by the Employer's representative on the job jointly with the representative of the Union. Any time granted by the joint representatives shall be accepted by both Parties to this Collective Agreement. If the Apprentice is transferred or finds work with another Employer, the said Employer shall pay the Apprentice in accordance with the time they had served and/or the time originally granted by the joint representatives as shown by the records copied with the Union.
- (b) Employers will endeavor to utilize Cement Mason Apprentices to ensure the development of properly trained Journeyman Cement Masons. Employers when possible will rehire Apprentices upon completion of their schooling.
- (c) Notwithstanding the above, the employment of Apprentices shall be in accordance with the regulations under the Apprenticeship and Industry Training Act.
- 15.02** The ratio of Apprentices to Journeymen shall be in accordance with the regulations under the Apprenticeship and Industry Training Act.
- 15.03** Apprentice rates of pay shall be:
- (a) Pre-June 1, 2019: in accordance with the Apprenticeship and Industry Training rates.
  - (b) Post June 1, 2019:
    - (i) First period rate will be 65% of the Journeyman base rate;
    - (ii) Second Period rate will be 75% of the Journeyman base rate if the Apprentice has not attended and completed the AIT first period technical training and received a passing grade;
    - (iii) Second Period rate will be 80% of the Journeyman base rate provided the Apprentice has attended and completed the AIT first period technical training and received a passing grade.

### **Trainees:**

- 15.04** For the purposes of this Collective Agreement, Trainee shall mean an Employee who is receiving training to become an Apprentice.
- 15.05** Trainees may be employed at any work of the trade that they are capable of, under the following conditions only.

- 15.06** Trainees shall be members or applicant Members of the Union.
- 15.07** Trainees may be employed by the Employer in a ratio of 1 employed Trainee to 1 employed Journeyman. Trainees shall serve for a period of 6 months or less at the trade at which time they shall be offered the opportunity to qualify as an Apprentice. The ratio of Trainees to Apprentices to Journeymen shall be established on a company wide basis and not on a job by job basis.
- 15.08** When new Apprentices are required and not available from the Union, Trainees shall have first preference for employment provided they meet the qualifications and are able to become registered Apprentices.
- 15.09** Employees hired as Trainees shall be paid a minimum hourly base rate of 55% of the minimum Journeyman hourly base rate of pay.
- 15.10** The Parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and Registered Apprentice Program [RAP] students in the workforce. To that end, the Association and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new Apprentices who will join the union.

#### **ARTICLE SIXTEEN: HEALTH & WELFARE AND PENSION PLANS**

- 16.01** The Employer acknowledges the OPCMIA Health & Welfare Plan of Alberta and the OPCMIA Pension Plan of Alberta [the “Plans”], as governed by the Trust Agreement dated the 4th of October A.D. 2004 between the Union, the Association and the Alberta Wall & Ceiling Association together with all amendments thereto and agrees to be bound by the terms of that agreement, as amended from time to time by the decisions of the Trustees appointed from time to time thereunder.
- 16.02**
- (a) The Employer shall contribute to the OPCMIA Health & Welfare Plan of Alberta and as per the applicable wage schedules listed in **Schedule A & B** for every **hour worked** by the Employee under the terms of this Collective Agreement.
  - (b) The Employer shall contribute to the OPCMIA Pension Plan of Alberta as per the applicable wage schedules listed in **Schedule A – Industrial Work** for every **hour earned** and **Schedule B – Non-Industrial Work** for every **hour worked** by the Employee under the terms of this Collective Agreement.
  - (c) 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 Collective Agreement and do not constitute a payment of wages.
- 16.03** Upon the wages of an Employee becoming due, the said Plan contributions shall be calculated as per **Clause 16.02** by the Employer and the gross contributions of the Employer on behalf of the Employee under the terms of this Collective Agreement

in a month, up to and including the last pay period of the said month, shall be forwarded by the Employer to the Plans not later than the 15<sup>th</sup> day of the month following, at such address as is 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 the Members of the Plans as recognized by the Trustees for the said plan, who shall have full discretion to make from time to time reasonable rules in this respect.

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

**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 his own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of the Plans. 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 Plans as is hereinbefore provided for, is deemed to be held in trust for the Trustees of the Plans and such shall be deemed to be separate and apart and form no part of the estate in liquidation assignment or bankruptcy whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

## **ARTICLE SEVENTEEN: APPRENTICESHIP AND TRAINING FUND [ATF]**

**17.01** The purpose of the Apprenticeship and Training Fund [ATF] and Program is to provide Apprentices the opportunity to acquire and improve their skills. The ATF and Program shall be administered by a Board of Trustees with equal representation from the Union and Employers.

**17.02**

- (a)** The Employer shall contribute to the ATF as per the applicable wage schedule for each and every hour worked by any Employee covered under the terms of this Collective 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 Collective 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 Collective

Agreement in a month, up to and including the last pay period of the said month shall be forwarded by the Employer to the ATF not later than the 15<sup>th</sup> day of the month following, at such address as is determined by the Trustees from time to time.

## **ARTICLE EIGHTEEN: SAFETY**

- 18.01** It is understood and agreed that the Parties to this Collective Agreement shall at all times comply with the Accident Prevention Regulations of the Occupational Health and Safety Act and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a breach of this Collective Agreement. Further, no Member will be discharged because the Member insists on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the Occupational Health and Safety regulations, after being duly warned, will be sufficient cause for dismissal.
- 18.02** Workers dispatched by the Union shall be in possession of current Client required site orientation training and fall protection training if required.
- 18.03** As a safety precaution no Employee shall be required to work alone on the job outside regular working hours, except on sidewalks, slabs on ground at grade level or areas where, by mutual agreement, no hazard exists.
- 18.04** All safety equipment, except hard hats [for work as defined in **Schedule A** – Industrial hard hats are supplied by the Employer] 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 safety boots, hard hats for non-industrial work, and, if applicable, prescription safety glasses, which will meet the following standards:
- (a) Safety boots shall be CSA approved, Grade 1 [green triangle], in good condition, and at least 6 inches high from the sole of the boot.
  - (b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.
  - (c) Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.
- 18.05** Any Employee injured on the job shall be paid by the Employer for the remainder of the regular [straight time] hours the Employee would have worked that day had the Employee not been injured.
- 18.06** 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.

- 18.07** For all workers engaged in Industrial Construction as defined in **Schedule A**, the ATF will provide and fund the following compulsory site and safety training:
- (a) At dispatch certification will be current for:
    - (i) Basic Safety Orientation [BSO]/Common Safety Orientation [CSO - formerly OSSA]
    - (ii) Construction Safety Training Systems [CSTS]
    - (iii) Fall Arrest
    - (iv) Standard First Aid
  - (b) The following certification will be current upon request only:
    - (i) Aerial Work Platform
    - (ii) Confined Space Entry
    - (iii) H2S Alive
- 18.08** For all workers engaged in Non-Industrial Construction as defined in **Schedule B**, the ATF will provide and fund the following compulsory site and safety training:
- (a) At dispatch certification will be current for:
    - (i) Confined Space Entry [CSE]
    - (ii) CSTS
    - (iii) Fall Arrest
    - (iv) Standard First Aid
  - (b) The following certification will be current upon request only:
    - (i) Aerial Work Platform
    - (ii) \*\*H2S Alive [\*\*civil foundation only]
- 18.09** Workers dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
- (a) 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.
  - (b) 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.
  - (c) Employees will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with (b) above and the Employer will pay any fees charged for such renewals.
- 18.10** 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.
- 18.11** The Parties are committed to eliminating unnecessary, duplicative safety training. Therefore, Employees shall disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the

purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, 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 Employees while at work to the Union so that it may be entered into the database.

## **Alcohol & Drug Policy**

### **18.12 Concurrency**

Except for the matters set out in **Clauses 18.13** and **18.14** below, the *Canadian Model for Providing a Safe Workplace*, [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.

### **18.13 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 an Employee 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.

### **18.14 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 worker will be under any obligation under the *Canadian Model* with respect to such a positive test.

### **18.15 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*.

### **18.16 Risk Assessment**

If an Employer requests an Employee participate in a Point of Collection Test [POCT] risk assessment pursuant to 4.8.5 of the *Canadian Model*, and the

Employee provides the urine sample, and the laboratory drug test result is negative, the Employee shall be paid for any time they would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the Employee's conduct in respect to the incident or reasons for the test request. If the Employee declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the Employee shall not be entitled to any pay for time they would have otherwise worked while waiting for the laboratory result.

**18.17 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.

**18.18 Collection Site Documentation**

In the event that an worker'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*.

**No-Shows**

**18.19** 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.

**ARTICLE NINETEEN: JURISDICTIONAL DISPUTES**

**19.01** Any jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union(s), or between the Employer and the Union, in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.

**19.02** All jurisdictional disputes arising between the Parties to this Collective Agreement with any of the affiliated trade organizations comprising the Building Trades of Alberta shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.

**19.03** In any event, there shall be no work stoppage over any Jurisdictional Dispute.



## **ARTICLE TWENTY: GRIEVANCE PROCEDURE AND ARBITRATION**

### **20.01 Definitions**

- (a) “Party” or “Parties” for purposes of the grievance procedure mean the Employer, Employers’ Organization, or the Union.
- (b) A “grievance” is a difference respecting the interpretation, application, operation, or an alleged violation of the Collective Agreement.
- (c) A “policy grievance” is a grievance respecting how the Collective Agreement should be interpreted or applied, or a grievance that affects the Union, the bargaining unit, or the Employers’ Organization as a whole.
- (d) An “A&D grievance” is a grievance respecting the interpretation, application, operation or alleged violation of the *Canadian Model*, or respecting the section(s) of the Collective Agreement that adopts the *Canadian Model* and articulates the exceptions or limitations. An A&D grievance is not a difference arising from a circumstance that has an alternative appeal process.

### **20.02 Application**

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

### **20.03 Pre-Grievance Process**

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

### **20.04 Grievance Process**

- (a) If the issue is not resolved by the pre-grievance process, and the Union wishes to advance the issue, it must submit a formal grievance to the Employer within 14 calendar days of the date the Employee(s) became aware of the issue. When submitting the formal grievance, 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 calendar 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 calendar days of receipt of the response, refer the grievance to the Joint Grievance Panel [“JGP”].
- (d) A&D or Policy grievances may only be referred to the JGP on agreement of both Parties. In the absence of agreement, these grievances are referred directly to Arbitration.

## **20.05 Joint Grievance Panel [JGP]**

- (a) The JGP will consist of 2 Union and 2 Employer representatives appointed by the Parties. 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 calendar 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 calendar 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 calendar days of receipt of the JGP's communication.

## **20.06 Policy Grievance**

- (a) A policy grievance will be initiated by the Union or Registered Employers' Organization within 14 calendar 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 calendar 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 calendar days of receipt of the response.

## **20.07 Arbitration**

- (a) Within 14 calendar 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 calendar 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 calendar days after the completion of the hearing, a final and binding decision will be provided to the Parties.
- (e) Each of the Parties shall bear the expenses of its nominee and the Parties agree that the unsuccessful party will pay the expenses of the Arbitrator.
- (f) Notwithstanding (e) above, an arbitration board or single arbitrator may exercise their discretion to rule that the costs of the arbitration is shared equally.

## **ARTICLE TWENTY-ONE: SPECIAL PROJECTS**

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

## **ARTICLE TWENTY-TWO: ENABLING**

- 22.01** The Parties have agreed to be bound by the terms and conditions outlined in the attached **Letter of Understanding #2 - Special Project Needs Agreement**.
- 22.02** It is recognized that from time to time certain terms and conditions of employment for Cement Masons may require alteration from those contained in this Collective Agreement in order to enable the Employer to obtain certain work or execute certain work in a manner that is deemed to be prudent. Any request to alter terms and condition of employment can be initiated by the Employer, Union, or Association.
- 22.03** Any modification to terms and conditions of employment will be finalized in writing by the Business Manager of the Union, or their designate, plus a Representative of Construction Labour Relations - An Alberta Association. All enabled conditions will be available to any signatory contractor applying for enabling and bidding the work on which enabled conditions apply.
- 22.04** Where mutual agreement is not achieved, such request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.

## **ARTICLE TWENTY-THREE: CONSULTATIVE COMMITTEE**

- 23.01** The Parties mutually agree that there shall be a Consultative Committee set up consisting of not less than 4 members or more than 6 members with equal representation from both Parties. Equal voting rights for both Parties to this

Collective Agreement shall be maintained at each meeting of the Consultative Committee.

- 23.02** The objective of the Consultative Committee is to attempt to resolve problems such as Collective Agreement obsolescence, and matters not specifically outlined in this Collective Agreement, and alleged violation of this Collective Agreement.
- 23.03** In the event of an alleged violation of the Collective Agreement which has not been settled in the Grievance Procedure and is received by the Consultative Committee, the Consultative Committee shall meet and hear the complaint within 5 calendar days of receiving notice prior to the grievance proceeding to arbitration.
- 23.04** The Consultative Committee shall render its decision within 2 calendar days after hearing the complaints.
- 23.05** The Consultative Committee shall have full powers to investigate all complaints, obtain such evidence as the Consultative Committee deems necessary, and recommend such action as the Consultative Committee deems appropriate.
- 23.06** The Consultative Committee may agree to recommend changes to the provisions of this Collective Agreement to provide for greater uniformity and/or to meet conditions unique to the special needs of the industry. Any changes to the Collective Agreement must be ratified by the Parties to the Collective Agreement before they are implemented.
- 23.07** The Consultative Committee shall have joint chairmanship; 1 Co-Chair from the Union and 1 Co-Chair from the Association. The Co-Chairs shall Chair alternate meetings.
- 23.08** The Consultative Committee shall meet at the call of either of the Co-Chairs but shall attempt to meet at least once per year.

#### **ARTICLE TWENTY-FOUR: EMPLOYER ASSOCIATION FUNDS**

- 24.01**
- (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.
  - (b) The rate of dues levied by the Association shall be as of the effective date of this Collective Agreement, and amended from time to time with notice to the Employer, for each and every hour worked by Employees of the Employer that are affected by Construction Registration Certificate #43 and by this Collective Agreement.
  - (c) In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 165 of the Labour Relations Code and pursuant to this **Article** of this Collective

Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this **Article** through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

- (d) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid Site Access Program, and the Audiometric Program. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.
- (e) The collection of Workforce Development Trust Initiative fees is suspended. In the event of an alternative option being presented and accepted by the Union and Association, via recommendation of the Consultive Committee, the fees will be reinstated for contribution.

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

#### **ARTICLE TWENTY-FIVE: BUILDING TRADES OF ALBERTA DUES CHECK OFF**

- 25.01**
- (a) The Employer shall deduct \$0.06 per hour worked from wages of the Employee as a check-off to the Building Trades of Alberta [the “Council”]. Such deductions shall be paid for every Employee covered by the terms of an operation of this Collective Agreement. The money so deducted shall be remitted in the same manner as Union dues are remitted under this Collective Agreement and within the same time frames.
  - (b) At the option of the Employer, the Employer may remit such monies directly to an account designated by the Council, under the same timings and conditions as are in force for submission to the Union.

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

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

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

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

## **ARTICLE TWENTY-SIX: CANADIAN FORCES RESERVES**

**26.01** The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for Employees who serve as Members of the Canadian Forces Reserves, in accordance with Provincial and Federal Law and the "Declaration of Support for the Reserve Force" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12<sup>th</sup>, 2010.

## **ARTICLE TWENTY-SEVEN: RESPONSE TO UNFORESEEN CIRCUMSTANCES & JOINT ENVIRONMENTAL SCANS**

- 27.01**
- (a) The Parties agree that a formal collaborative process between the Unions and Employers is required in order to remain competitive and regain market share amid our current conditions and economic uncertainty. The intent of such meetings is to ensure all affected Parties are consulted and urgent matters are resolved within a 2 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 Registered Employers' Organizations need to have addressed, they shall complete the Joint REO-BTA Meeting Request form and send it to the designated representative of the Building Trades of Alberta or the Coordinating Committee of Registered Employers' Organizations.
  - (c) Upon receipt of the form, the receiving Party shall have a maximum of 7 calendar days to formally respond to the request and arrange a joint meeting which shall occur within the next 7 calendar days. If circumstances require an extension of these timelines due to factors out of the control of either Party, this request must be communicated, and an alternate date/time must be arranged. Should subsequent meetings be required, dates shall be agreed to prior to the end of the initial/last joint meeting.

- (d) All discussions and decisions resulting from such joint meetings shall not constitute binding agreements unless the individual Parties explicitly enter into such agreements. Utilization of this process to discuss grievance matters shall not affect established grievance timelines.
- (e) The Parties shall meet to review this process after 1 year to evaluate the effectiveness of the process and to implement changes if deemed necessary by both Parties.

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

## **ARTICLE TWENTY-EIGHT: SAVING CLAUSE**

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

## **ARTICLE TWENTY-NINE: FILING OF COPIES**

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

## **ARTICLE THIRTY: DURATION OF COLLECTIVE AGREEMENT**

**30.01** This Collective Agreement shall be effective from the 24<sup>th</sup> day of November, 2019 until the 30<sup>th</sup> day of April, 2023, and thereafter it shall terminate, continue, or be renewed in accordance with the provisions of the *Alberta Labour Relations Code*.

Signed this 6<sup>th</sup> day of July, 2020, in the Province of Alberta, by and between:

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

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

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
**Joe McFadyen  
President**

\_\_\_\_\_  
**George Emery  
Business Manager**

## **Letter of Understanding #1 – Overtime Provisions**

by and between

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

and

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

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

**Now Therefore It Is Agreed as follows:**

**1. Overtime Premiums**

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

**2. Exception**

Payment of double the hourly base rate of pay 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 30<sup>th</sup>, 2023.

**4. Grandfathering**

In the event this Letter of Understanding is terminated, whether by agreement or on April 30<sup>th</sup>, 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 **Clause 1.** and **2.** above.



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

**All of which is Agreed the 6<sup>th</sup> day of July, 2020.**

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

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

ORIGINAL SIGNATURE ON FILE

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**Joe McFadyen  
President**

ORIGINAL SIGNATURE ON FILE

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**George Emery  
Business Manager**

**Letter of Understanding #2 – Special Project Needs Agreement [“SPNA”]**

by and between

**Construction Labour Relations – An Alberta Association  
Cement Masons (Provincial) Trade Division  
[the “Association”]**

and

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

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from November 24<sup>th</sup>, 2020 through April 30, 2023 as set out in the said Collective Agreement, and

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

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

**Now Therefore It Is Agreed As Follows:**

1. 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 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 [125 kilometers beyond either Geodetic Monument] the SPNA for the project shall be in the form Template A posted on [www.clra.org](http://www.clra.org).

- 5 If the project gate is within daily commuting distance [within 125 kilometers of either Geodetic Monument or within 45 kilometers of the city centre of Red Deer] the SPNA for the project shall be in the form Template B posted on [www.clra.org](http://www.clra.org)
- 6 Within 20 calendar 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 **Clause 2** above or that the project meets the requirements of **Clause 4** or **Clause 5** above, shall file a grievance outlining their challenge within 10 calendar days of receipt of the proposed form of SPNA.
- 8 Upon the filing of a grievance under **Clause 7**, all other grievance 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.

All of which is Agreed the 6<sup>th</sup> day of July, 2020.

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

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

ORIGINAL SIGNATURE ON FILE

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**Joe McFadyen  
President**

ORIGINAL SIGNATURE ON FILE

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**George Emery  
Business Manager**

## **SCHEDULE A – INDUSTRIAL WORK**

### **SCHEDULE A - ARTICLE A-ONE: INDUSTRIAL DEFINITION**

- A-1.01**      **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 stations and compressor stations
  - Cement, lime and gypsum plants.

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

- A-1.02**      **Civil Foundation – Industrial construction** shall mean work performed on an industrial site as defined in **Clause A-1.01**, 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

### **ARTICLE A-TWO: HOURS OF WORK & SHIFTS**

- A-2.01**      The following clauses are designed to identify the regular hours of work, shifts, and overtime hours, and are not to be construed as a guarantee of hours or work per day, per week, or with respect to days in any week.

- A-2.02**      For work as defined in **Clauses A-1.01 & A-1.02**, the regular working week shall consist of 40 hours of employment divided into 5 regular working days.

- A-2.03**
- (a) The regular working day shall consist of 8 hours of employment normally worked between 8:00 a.m. and 4:30 p.m. when a ½ hour lunch period is scheduled or between 8:00 a.m. and 5:00 p.m. when a 1 hour lunch period is scheduled, Monday through Friday.
  - (b) The Employer may vary the start/quit times by up to 2 hours at their option. Variances of greater than 2 hours shall be mutually agreed between the Employer and the Union and the consent to variance will not be unreasonably withheld.
- A-2.04**
- (a) When 10 hour workdays are worked, in lieu of the break periods and lunch breaks provided herein, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, paid at the applicable rate, approximately equally spaced in the 10 hour workday.
  - (b) In the event an Employee is not able to take a break, the Employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, one and one-half times the hourly base time shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which workdays are regularly scheduled in excess of 10 hours. A change in the scheduling of breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change.
- A-2.05**
- (a) There shall be a shift premium of \$3.00 per hour worked for any "second" or "third" shift.
  - (b) There shall be no pyramiding of premiums.

## **Shifts**

### **Compressed Work Week**

- A-2.06**
- (a) The Employer may schedule the regular work week in 4 consecutive 10 hour days, at straight time rates, provided only that the 4 consecutive 10 hour days are scheduled during the Monday through Thursday period unless varied by mutual consent between the Employer and the Union. Such consent will not be unreasonably withheld. The workday shall normally be worked between 7:00 a.m. and 5:30 p.m. The Employer may vary the start/quit times by up to 30 minutes at their option. Variances of greater than 30 minutes shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
  - (b) A 10 on and 4 off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at one and one-half times the hourly base rate and the Saturday and Sunday will be paid at double the hourly base rate of pay [double time suspended as per Letter of Understanding #1].

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

**A-2.07**

Work Week Schedule	Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Ttl
		M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	Hrs
4 days of 10 hrs	ST	10	10	10	10																		40
	OT																						0
	TTL	10	10	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5 days of 8 hrs	ST	8	8	8	8	8																	40
	OT																						0
	TTL	8	8	8	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
A - 5 days of 10 hrs	ST	10	10	10	10																		40
	OT					10																	10
	TTL	10	10	10	10	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55
B - 5 days of 10 hrs	ST	8	8	8	8	8																	40
	OT	2	2	2	2	2																	10
	TTL	11	11	11	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55
10 days on & 4 days off	ST		8	8	8	8	8	8	8	8	8												80
	OT		2	2	2	2	2	2	2	2	2												20
	TTL	0	11	11	11	11	11	11	11	11	11	0	0	0	0	0	0	0	0	0	0	0	110
14 days on & 7 days off	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
	TTL	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	0	0	0	0	0	0	0	164.5
21 days on & 7 days off	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	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	73.5
	TTL	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	11.75	246.75

**ARTICLE A-THREE: OVERTIME**

- A-3.01** The first 2 hours of overtime per day during the regular work week, Monday to Friday inclusive, shall be paid at one and one-half times the hourly base rate of pay.
- A-3.02** When a compressed work week is scheduled pursuant to **Clause A-2.06(a)**, on a Monday through Thursday basis, the first 10 hours worked on the Friday shall be paid at one and one-half times the hourly base rate.
- A-3.03** All other overtime hours not included in **Clause 6.02, A-3.01 & A-3.02** above shall be paid at double the hourly base rate of pay [double time suspended as per Letter of Understanding #1].

**A-3.04** Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. An Employee that is absent from work without pre-authorization as per **Clause 11.01, 11.02 and 11.03**, 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.

**A-3.05 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 10<sup>th</sup> hour, to provide a meal at no cost to the Employees, for those involved. One-half hour at the regular hourly rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than 5 hours after the last mealtime. Should an Employee be requested to continue work, then an additional hot meal shall be supplied every 4 hours under the same conditions above.
- (b) Should an Employee not be provided with meals as set out in the preceding paragraph, the Employee shall receive a 15 minute paid break at the 10<sup>th</sup> hour at the applicable rate of pay and \$50 in lieu of the meal and the time to consume the meal.
- (c) Where a workday 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 workday, no meal allowance shall be payable. When such hours are worked, break times may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted.
- (d) Where a supervisor is required to:
  - (i) start up to 1 hour earlier, or
  - (ii) finish up to one 1 hour later, or
  - (iii) start up to ½ hour earlier and finish up to ½ hour laterthan the Supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **A-3.05(a)** will not apply unless those provisions are applicable to the rest of the crew.

## ARTICLE A-FOUR: WAGES

**\*\*NOTE:** Effective September 1, 2018, the Alberta Regulation 269/2000, Apprenticeship and Industry Training Act for Concrete Finisher Trade Regulations AR 285/93 adjusted the Apprenticeship Program [4(1), (2) & (3)] period from 3 periods to 2 periods.

For the purpose of this Collective Agreement the following process shall be utilized:

- Pre-June 1, 2019, each Apprentice period requires not less than 1,200 hours of on the job training and successful completion of the technical training that is required or approved by the AIT Board.
- June 1, 2019, each Apprentice period requires not less than 1,680 hours of on the job training and successful completion of the technical training that is required or approved by the AIT Board. Please refer to the above noted regulations for full details.

### A-4.01 - Industrial

Classification & Effective Date	% of JM	Base Rate	H&V	H&W	Pension	Train	Gross Rate
<b>Journeyman</b>							
May 2, 2021		\$39.03	\$3.90	\$1.75	\$5.00	\$0.60	\$50.28
Nov 24, 2019		\$38.75	\$3.88	\$1.50	\$5.00	\$0.60	\$49.73
<b>Apprentices</b>							
<i>May 2, 2021</i>							
<b>**Second Period upon completion of AIT First Period technical training</b>	80%	\$31.22	\$3.12	\$1.75	\$4.03	\$0.60	\$40.72
<b>**Second Period</b>	75%	\$29.27	\$2.93	\$1.75	\$4.03	\$0.60	\$38.58
<b>First Period</b>	65%	\$25.37	\$2.54	\$1.75	\$4.03	\$0.60	\$34.29
<b>Trainee</b>	55%	\$21.47	\$2.15	\$0.00	\$0.00	\$0.60	\$24.22
<i>June 1, 2019</i>							
<b>**Second Period upon completion of AIT First Period technical training</b>	80%	\$31.00	\$3.10	\$1.50	\$4.03	\$0.60	\$40.23
<b>**Second Period</b>	75%	\$29.06	\$2.91	\$1.50	\$4.03	\$0.60	\$38.10
<b>First Period</b>	65%	\$25.19	\$2.52	\$1.50	\$4.03	\$0.60	\$33.84
<b>Trainee</b>	55%	\$21.31	\$2.13	\$0.00	\$0.00	\$0.60	\$24.04
<i>Pre-June 1, 2019</i>							
<b>**Third Year</b>	85%	\$32.94	\$3.29	\$1.50	\$5.00	\$0.60	\$43.33
<b>Second Year</b>	75%	\$29.06	\$2.91	\$1.50	\$4.03	\$0.60	\$38.10
<b>First Year</b>	65%	\$25.19	\$2.52	\$1.50	\$4.03	\$0.60	\$33.84
<b>Trainee</b>	55%	\$21.31	\$2.13	\$0.00	\$0.00	\$0.60	\$24.04



**A-4.02 - Civil Foundation - Industrial Site**

<b>Classification &amp; Effective Date</b>	<b>% of JM</b>	<b>Base Rate</b>	<b>H&amp;V</b>	<b>H&amp;W</b>	<b>Pension</b>	<b>Train</b>	<b>Gross Rate</b>
<b>Journeyman</b>							
May 2, 2021		\$34.20	\$3.42	\$1.75	\$4.00	\$0.25	\$43.62
Nov 24, 2019		\$34.00	\$3.40	\$1.50	\$4.00	\$0.25	\$43.15

<b>Apprentices</b>							
<i>May 2, 2021</i>							
<b>**Second Period upon completion of AIT First Period technical training</b>	80%	\$27.36	\$2.74	\$1.75	\$2.80	\$0.25	\$34.90
<b>**Second Period</b>	75%	\$25.65	\$2.57	\$1.75	\$2.80	\$0.25	\$33.02
<b>First Year</b>	65%	\$22.23	\$2.22	\$1.75	\$2.80	\$0.25	\$29.25
<b>Trainee</b>	55%	\$18.81	\$1.88	\$0.00	\$0.00	\$0.25	\$20.94
<i>June 1, 2019</i>							
<b>**Second Period upon completion of AIT First Period technical training</b>	80%	\$27.20	\$2.72	\$1.50	\$2.80	\$0.25	\$34.47
<b>**Second Period</b>	75%	\$25.50	\$2.55	\$1.50	\$2.80	\$0.25	\$32.60
<b>First Period</b>	65%	\$22.10	\$2.21	\$1.50	\$2.80	\$0.25	\$28.86
<b>Trainee</b>	55%	\$18.70	\$1.87	\$0.00	\$0.00	\$0.25	\$20.82
<i>Pre-June 1, 2019</i>							
<b>**Third Year</b>	85%	\$28.90	\$2.89	\$1.50	\$4.00	\$0.25	\$37.54
<b>Second Year</b>	75%	\$25.50	\$2.55	\$1.50	\$2.80	\$0.25	\$32.60
<b>First Year</b>	65%	\$22.10	\$2.21	\$1.50	\$2.80	\$0.25	\$28.86
<b>Trainee</b>	55%	\$18.70	\$1.87	\$0.00	\$0.00	\$0.25	\$20.82

**Foreman**

- A-4.03**
- (a) The minimum wage of a Cement Mason Foreman shall be \$4.50 above the minimum Journeyman regular hourly rate of pay.
  - (b) Foremen who have achieved the designation of Industrial Construction Crew Supervisor [ICCS] will be paid an additional premium of \$1.50 per hour worked. In no event shall this hourly rate be greater than the applicable overtime rate plus the ICCS premium.

**ARTICLE A-FIVE: PAYMENT CONDITIONS**

- A-5.01** Wages shall be paid weekly by direct electronic deposit, or cheque on Friday before quitting time and not more than 1 week's pay shall be held back.

## **ARTICLE A-SIX: LOCAL RESIDENTS, TRANSPORTATION, AND ACCOMMODATION**

### **Local Residents**

- A-6.01**
- (a) A Local Resident is an individual who resides within a 75 kilometer radius of the centre of a job site which is beyond daily commuting distance from the Geodetic Monument, and has resided within such radius of the site for a period of not less than 6 months prior to being engaged on the project. It is understood that the hiring of Local Residents shall be subject to the hiring procedures and prerogatives set out in this Collective Agreement.
- (b) **Process for Determining Local Status**  
Where a question arises as to whether a candidate for employment qualifies as a Local Resident, the designated representatives of the Employer and the Union shall determine the candidate'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 candidates wishing to be designated as a Local Resident.
- (c) **Guidelines for determining "Real Residency"**  
In making the determination as to whether a candidate is a Local Resident for the purposes of the Collective Agreement, the following factors will be taken into consideration:
- (i) the dwelling place of the candidate's spouse and dependents;
  - (ii) personal property and social ties to the community;
  - (iii) residential ties elsewhere;
  - (iv) permanence and purpose of residence in a particular community;
  - (v) documentation of;
    - property tax and rent receipts, telephone, gas or other utility receipts;
    - driver's license;
    - vehicle registration or pink card;
    - income tax;
    - unemployment insurance documents;
    - voters' list registration;
    - Employee benefit fund administration registrations.
- (d) Local Residents residing within a 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 45 km radius and a 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 \$36.00 per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of \$19.00 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 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.
  - (f) Where a Local Resident Employee is required to work overtime, they shall be entitled to overtime meals in accordance with this Collective Agreement.
  - (g) The Parties agree that the early participation of qualified Local Resident Employees in work undertaken under this Collective Agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesmen will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the Parties.
  - (h) 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 Collective Agreement. If it is determined that there is an underutilization of Local Resident Members, the Parties will meet and address the issue.

## Daily Commuting

- A-6.02** The following conditions will apply on jobs within daily commuting distance of the Geodetic Monument, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.
- (a)
    - (i) A 45 kilometer radius free zone from the Geodetic Monument or around any place in which Employees are temporarily domiciled by the Employer shall be established.
    - (ii) No transportation or travel allowance shall be applicable within the free zone [Subject to **Clauses A-6.02(a)(iii)** and **A-6.02(a)(iv)**]
    - (iii) 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 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.
    - (iv) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of 5 test runs each way, conducted coincident with the times when

Employees are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Employees shall be paid an allowance for time regularly and routinely in excess of 45 minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the hourly base rate of pay of each Employee. The allowance will be paid only to Employees who ride on the provided buses, and only for the days on which they ride the buses.

- (v) It is agreed that if a major petroleum/petro-chemical project is undertaken in the area south of Redwater but north of the free zone such project will be deemed to be included within the free zone.
- (b) For projects beyond the 45 kilometer free zone for which daily travel is required, the Employer will have the following options:
  - (i) to provide transportation and pay travel allowance, or
  - (ii) reimburse the Employees, as a vehicle allowance, at the rate of \$0.52 per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

**Example:**

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

<u>Travel Allowance:</u>	
80 km @ 80 km per hour	
1 hour at base rate of \$38.75 =	\$38.75
<u>Vehicle Allowance:</u>	
80 km.@ \$0.52 cents per km. =	\$41.60
For a daily total of:	\$80.35

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

- (c) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- (d) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
- (e) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of 2 hours at the applicable straight time rate.
- (f) If an Employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of \$0.52 per kilometer traveled if the Employee uses their own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (g) Employees required to travel out of a city or town to another job after working a regular work day, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of one and a half times the hourly base rate of pay. If still traveling the following day, the Employee shall be paid the hourly base rate of pay for time traveled during the regular working day only.
- (h) When an Employee is being paid subsistence allowance in accordance with **Clause A-6.02(a)(iii)** or **A-6.02(b)(iii)**, and when there is no accommodation available within 45 kilometer of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometers beyond a 45 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometer radius of the project becomes available, the payment of the travel allowance will cease.

### **Initial and return transportation to remote sites**

- A-6.03**
- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under **Clause A-6.02(b)** would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in **Clause A-6.03(b)** below, based upon a radius from the Geodetic Monument as applicable, as follows:
    - (i) up to 200 kilometers - \$88.00 each way;
    - (ii) 200 kilometers to 300 kilometers - \$124.00 each way;
    - (iii) 300 kilometers to 375 kilometers, and the Empress area - \$150.00;

- (iv) over 375 kilometers to 475 kilometers \$224.00 each way, or actual airfare if suitable proof of air transport is provided to the Employer;
  - (v) over 475 kilometers - as mutually agreed between the Parties to this Collective Agreement to a maximum of \$344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite;
  - (vi) The Initial and Return Transportation Allowances set out herein shall be subject to review in each year of the Collective Agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to **Clause A-6.02(b)**, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment. For example, if for 2020, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1<sup>st</sup> of May, 2020.
- (b) When transportation is provided by the Employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle [being scheduled days of work for which there is no more than a 1 day of rest scheduled within consecutive scheduled days], an Employee, at the time of dispatch, will be allowed to elect to use the such Employer provided transportation or to receive Collective Agreement initial/return/rotation allowances. Buses must comply with **Clause A-6.02(c)**.
- (i) An Employee who has elected Collective Agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.
  - (ii) An Employee who has elected Collective Agreement initial/return/rotation allowances and who is found using Employer provided transportation will become disentitled to further Collective Agreement initial/return/rotation allowances, as one consequence.
  - (iii) If a person who elects Collective Agreement initial/return/rotation allowances uses Employer provided transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
  - (iv) Regulations shall be established for the use of Employer provided transportation governing behavior and the use of, e.g., alcohol, tobacco and other substances.
  - (v) Notwithstanding the foregoing, an Employee who has elected to use Employer provided transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.

- (c) An Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for 15 calendar days.
- (d) If the Employee remains on the job until completion of 30 calendar days, the Employee shall qualify for return transportation allowance to be paid with his final pay at the subject site.
- (e) 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.
- (f) If the Employee is transferred to a different work site that is within the area to which the transportation allowance was to apply, the Employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational leave.

## **Rotational Leave**

- A-6.04**
- (a) On jobs located beyond a 300 kilometer radius to a maximum of 475 kilometers from the Geodetic Monument, the Employer shall:
    - (i) Pay an allowance of \$174.00 after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.
    - (ii) Where the Employee accepts Employer supplied transportation the Employee shall not be entitled to the above allowance.
    - (iii) Allow Employees 5 working days leave after each 35 calendar days of employment on the job.
  - (b) On jobs located beyond a 475 kilometer radius from the Geodetic Monument, the Employer shall:
    - (i) Provide a negotiated transportation allowance, not to exceed scheduled airline air fare where scheduled air service is available, or pay an allowance of \$312.00 where airline service is not available, after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.
    - (ii) Allow Employees 5 working days leave after each 35 calendar days of employment on the job.
  - (c) The Rotational Leave Allowances set out herein shall be subject to review in January of each year of the Collective Agreement. If there is an adjustment in the vehicle allowance, pursuant to **Clause I-6.02(b)(ii)** the allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1<sup>st</sup> 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 1<sup>st</sup> of May, 2020.

- (d) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than 25% of the working force shall be on such working day leave.
- (e) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the following.
  - (i) For a project on which the 14 and 7 work cycle applies, and transportation is provided, no allowance will be paid nor leave permitted. If no transportation is provided leave shall be granted subject to **Clause A-6.04(d)** and the allowance shall be paid.
  - (ii) For a project on which a 10 and 4 work cycle applies, and transportation is provided, leave will be granted subject to **Clause A-6.04(d)** and no allowance shall be paid. If no transportation is provided, leave shall be granted subject to **Clause A-6.04(d)** and the allowance shall be paid.

### **Accommodation, Room & Board**

- A-6.05**
- (a) Applicable within a 475 kilometer radius of the Geodetic monument [excluding National Parks] when an Employee is directed or dispatched to work on an out-of-town job, the Employer will provide:
    - (i) camp accommodation, which shall be available 7 days per week; or
    - (ii) mutually agreed room and board; or
    - (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day throughout the Province of Alberta except for subsistence rates established for specific communities regions as posted at [www.clra.org](http://www.clra.org)
    - (iv) On a project/jobsite located over 250 radius kilometers from the Geodetic Monument as applicable, 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 his Employer for each occasion the accommodation is used. Where the Employer or his Client is providing a free bus trip back to the city on the same day as the last working day of the week, this provision shall not be applicable.
    - (v) Room and Board 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 workday provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.
  - (b) Applicable beyond a 475 kilometer radius of the Geodetic Monument [excluding National Parks] when an Employee is directed or dispatched to work on an out-of-town job which will last at least 5 working days, the Employer will provide, on a 7 days per week basis:
    - (i) camp accommodation; or
    - (ii) mutually agreed room and board; or



- (iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day except for subsistence rates established for specific communities and regions as posted at [www.clra.org](http://www.clra.org)
- (iv) Employees failing to report for work on the workday 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 A-6.05(a)(ii)** or **A-6.05(b)(ii)** above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of Registered Employers' Organizations, which committee shall make a final and binding decision within 5 working days from the date of referral.
- (d) The Parties agree that wherever practical and workable in all the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these 3 options will satisfy the Employer's obligations pursuant to this article.
- (e) (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
  - (1) provide suitable room and board; or
  - (2) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
  - (3) the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (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 5 working days of such request.

- (iii) The Subsistence Review Committee will consist of:
  - (1) 1 representative appointed by the Building Trades of Alberta;
  - (2) 1 representative appointed by the Coordinating Committee of Registered Employers' Organizations;
  - (3) 1 representative appointed by the National Maintenance Council; and
  - (4) 1 representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and/or the General Presidents Agreement.
  - (5) Appointees shall not be directly involved with the issue at hand.
- (iv) The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and 3 meals per day in the community or communities where Employees will be domiciled. In the event that the majority of the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that the majority of the Committee agree with the resolve. Any such mutually agreed upon decision shall be issued within 5 working days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.
- (v) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the Parties, to an Umpire who shall be appointed within 5 working days in accordance with the provisions of **Clause 20.07**. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within 5 full working days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (vi) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to

come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included:

- (1) In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
  - (2) To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job. [i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.]
  - (3) Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
  - (4) The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
  - (5) Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.
- (vii) There shall be no more than 1 reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.
- (f) Applicable to all Regions
- (i) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work.
    - (1) To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to his primary Alberta residence due to the medical, work, site or weather conditions.
    - (2) In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
    - (3) It is expected that circumstances to which this provision applies will be of short duration.
    - (4) 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 workday without the consent of the Employer, the Employee 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 workday with the consent of the Employer, the Employee will be paid a full day's subsistence if at least half the workday is worked and half a day's subsistence if less than half a workday is worked.

- (iii) All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2018-2025 Camp Rules and Regulations, or any successor thereto.
- (iv) All grievances concerning a camp will be resolved through the grievance procedure provided in the B.T.A./C.L.R.A. Camp Rules and Regulations.
- (v) If an Employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the Employee shall be paid 2 hour's pay at the hourly base 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 workday to be eligible for this payment.

## **ARTICLE A-SEVEN: SAFETY**

**A-7.01** If an Employer requires an Employee to complete an online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of 4 hours, multiplied by the Employee's basic hourly rate. This provision shall not apply to, nor shall there be any pay required, for Owner or site access required online orientations, nor for time required for onboarding such as provision of certificates, information required for payroll processing, or contact information.

**A-7.02** Rubber boots for working in wet concrete, and all protective clothing not normally worn by the Employee for ordinary performance of work, shall be supplied by the Employer at no cost to the Employee, and may be allotted on a charge out/refund basis.

### **Joint Worksite Health and Safety Committees [JWHSC]**

**A-7.03** (a) A JWHSC shall be formed and maintained pursuant to section 16 of the *Occupational Health and Safety Act* [the *Act*], or health and safety representatives shall be designated pursuant to section 17 of the *Act*, for larger and smaller Employers respectively.

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

### **Site and Environmental Conditions, Inclement Weather**

- A-7.04**
- (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/g006> shall be among the considerations taken into account by Employers, and by the joint committee or health and safety representatives when evaluating precautions required in extreme or adverse weather conditions.

## ARTICLE A-EIGHT - SUBCONTRACTORS

- A-8.01** For work falling within the scope of **Clause A-1.01 & A-1.02**, a sub-contractor is a person or contractor who performs work at the job site that, if done by the Employer, would have come under the terms of this Collective Agreement. The Employer shall give preference to sub-contractors who have contractual relations with the Union. If sub-contractors bound by this Collective Agreement are not available and other sub-contractors are engaged on such "industrial" work, the conditions of this Collective Agreement relating to hours of work, wage rates, overtime, vacation pay & statutory holiday pay, health and welfare, pension, and training contributions shall apply to the said sub-contractors.
- A-8.02** For Employers bound by this Collective Agreement who normally utilize a sub-contractor to perform specialty work that they do not use its own workforce to perform, 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 **Clause A-8.01**.

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

All of which is Agreed the 6<sup>th</sup> day of July, 2020.

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

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

ORIGINAL SIGNATURE ON FILE

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**Joe McFadyen  
President**

ORIGINAL SIGNATURE ON FILE

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**George Emery  
Business Manager**

**Letter of Understanding A-#1: Rapid Site Access Program**

**by and between**

**Construction Labour Relations – An Alberta Association  
Cement Masons (Provincial) Trade Division  
[the “Association”]**

And

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

**Whereas:**

- 1) The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- 2) The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- 3) Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (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 Collective 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 Association and the Rapid Site Access Administrative Committee.
- (d) Employer contributions shall be established by the Association and may be changed by the Board of Directors of the Association and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. RSAP contributions shall be forwarded to the Association. These contributions shall be used by the Association to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
- (e) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

**All of which is Agreed the 6<sup>th</sup> day of July, 2020.**

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

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

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

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**Joe McFadyen  
President**

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**George Emery  
Business Manager**



**ter of Understanding A-#2: Referral for Case Managed Aftercare**

by and between

**Construction Labour Relations – An Alberta Association  
Cement Masons (Provincial) Trade Division**  
[the “Association”]

and

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

**Whereas:**

An individual must be referred to a Substance Abuse Expert 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. 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 an Employer only if they are in respect to a current Employee, one that has contravened Article 3 of the Canadian Model while in the employ of that Employer.

- 2) Third Party Service providers will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.
- 4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is Agreed the 6<sup>th</sup> day of July, 2020.

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

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

ORIGINAL SIGNATURE ON FILE

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**Joe McFadyen  
President**

ORIGINAL SIGNATURE ON FILE

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**George Emery  
Business Manager**

**Letter of Understanding A-#3: Civil Foundation Work on Industrial Sites**

by and between

**Construction Labour Relations – An Alberta Association  
Cement Masons (Provincial) Trade Division  
[the “Association”]**

and

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

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from the 24<sup>th</sup> day of November 2019 to the 30<sup>th</sup> day of April 2024 as set out in the said Collective Agreement, and

**Whereas**, the Parties mutually desire to ensure and maintain competitiveness in respect to civil/foundation work which will be tendered and undertaken on the sites of industrial projects,

**Now Therefore It Is Agreed** between the Parties hereto:

- (1) Notwithstanding the characterization in respect to **Clause A-1.02 of Schedule A** of the Collective Agreement of work which is loosely described as civil/foundation work, in any circumstance in which the Employer will be tendering or otherwise directly competing with a contractor or contractors who are not bound by the Collective Agreement for such civil/foundation work on sites of Industrial projects, the Employer may apply, as the minimum terms and conditions for such work, the Non-Industrial provisions of the Collective Agreement provided that the Employer sends correspondence to the office of the Association and to the head office of the Union, prior to submitting their tender or proposal, identifying the project, confirming the presence of 1 or more bidders who are not bound by the Collective Agreement, and confirming that the project will be tendered using the Non-Industrial terms and conditions as the minimum terms and conditions of employment for the project.
- (2) 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 the 6<sup>th</sup> day of July, 2020.**

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

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

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

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**Joe McFadyen  
President**

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**George Emery  
Business Manager**

## **SCHEDULE B – NON-INDUSTRIAL WORK**

### **SCHEDULE B - ARTICLE B-ONE: NON-INDUSTRIAL DEFINITION**

- B-1.01**      **Non-Industrial construction** shall mean all general construction that is not encompassed in the definition of Industrial construction in **Article A-1.01**.
- B-1.02**      **Civil Foundation – Non-Industrial** construction shall mean work performed on a non-industrial site not encompassed in the definition in **Clause A-1.02**, 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

### **ARTICLE B-TWO: HOURS OF WORK, SHIFTS AND BREAKS**

- B-2.01**      The following clauses are designed to identify the regular hours of work, shifts, and overtime hours, and are not to be construed as a guarantee of hours or work per day, per week, or with respect to days in any week.
- B-2.02**      The regular working week shall consist of 44 hours of employment divided into 5 regular working days.
- B-2.03**      (a)      The regular working day shall consist of 8 hours of employment normally worked between 8:00 a.m. and 4:30 p.m. when a ½ hour lunch period is scheduled or between 8:00 a.m. and 5:00 p.m. when a 1 hour lunch period is scheduled, Monday through Friday.
- (b)      The Employer may vary the start/quit times by up to 2 hours at their option. Variances of greater than 2 hours shall be mutually agreed between the Employer and the Union and the consent to variance will not be unreasonably withheld.
- B-2.04**      (a)      For work as defined in **Clause B-1.01**, when 10 hour days are worked, in lieu of the break periods and lunch breaks provided herein, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, with 1 break paid at the applicable hourly base rate of pay and 1 break unpaid, approximately equally spaced in the 10 hour day.
- (b)      For work as defined in **Clause B-1.02**, when 10 hour days are worked, in lieu of the break periods and lunch breaks provided herein, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, paid at the applicable hourly base rate of pay, approximately equally spaced in the 10 hour day.

- (c) In the event an Employee is not able to take a break, the Employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, one and one-half times the hourly base rate shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which workdays are regularly scheduled in excess of 10 hours. A change in the scheduling of breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change.

- B-2.06**
  - (a) There shall be a shift premium of \$1.00 per hour worked for a "second" shift and \$1.50 per hour worked for a "third" shift.
  - (b) There shall be no pyramiding of premiums.

- B-2.07** For those Employees who so elect, regular hours lost during the week due to inclement weather may be re-scheduled by the Employer to be made up on Saturday [or the Friday or Monday regularly scheduled day off if a compressed work week is in effect] at straight time hourly base rate of pay, up to a maximum of 44 hours per week [reduced appropriately when a statutory holiday occurs during that week].

**B-2.08**      **Work in Occupied Premises:**

Where the conditions of the job are such that work must be carried out on occupied premises, then the work may be done at the straight time basic hourly rate of pay during any hours which may constitute a regular work day for that job provided only that overtime rates will apply for all hours worked over the daily or weekly limits elsewhere specified.

**ARTICLE B-THREE: OVERTIME**

- B-3.01** For any overtime hours worked on a weekday, being Monday through Friday inclusive, one and one-half times the hourly base rate of pay will be paid.

- B-3.02** For the first 8 hours worked on Saturday, one and one-half times the hourly base rate of pay will be paid.

- B-3.03** For the first 4 hours worked on Sunday, one and one-half times the hourly base rate of pay will be paid.

- B-3.04** Double [double time suspended as per Letter of Understanding #1] the hourly base rate of pay will be paid for overtime worked on a Saturday or a Sunday outside the periods referenced in **Clauses B-3.02** and **B-3.03** above.

**B-3.05**      **Provision of 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 10<sup>th</sup> hour, to provide a meal at no cost to the employees, for those involved. One-half hour at the hourly base rate of pay shall be allowed for the consumption of the meal.

Should an Employee be requested to continue work, then an additional hot meal shall be provided every additional 4 hours under the same conditions as above.

- (b) If no meal and time to consume it is provided, the Employer will provide one-half hour's pay at the hourly base rate of pay in lieu of both. These conditions shall not extend for more than 14 calendar days.
- (c) When camp accommodations are provided and a hot meal is provided at the end of the workday, no meal allowance shall be payable. In this circumstance there will be an additional 15 minute paid break given between the second break and up to end of the workday. If no break is provided, the Employer will pay 15 minutes at the applicable rate (double the hourly base rate of pay) [double time suspended as per Letter of Understanding #1] of pay in lieu of the break not taken.
- (d) Where a supervisor is required to:
  - (i) start up to 1 hour earlier, or
  - (ii) finish up to 1 hour later, or
  - (iii) start up to a ½ hour earlier and finish up to a ½ hour laterthan the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **Clause B-3.05(a)** will not apply unless those provisions are applicable to the rest of the crew.

## ARTICLE B-FOUR: WAGES

**\*\*NOTE:** Effective September 1, 2018, the Alberta Regulation 269/2000, Apprenticeship and Industry Training Act for Concrete Finisher Trade Regulations AR 285/93 adjusted the Apprenticeship Program [4(1), (2) & (3)] period from 3 periods to 2 periods.

For the purpose of this Collective Agreement the following process shall be utilized:

- Pre-June 1, 2019, each Apprentice period requires not less than 1,200 hours of on the job training and successful completion of the technical training that is required or approved by the AIT Board.
- June 1, 2019, each Apprentice period requires not less than 1,680 hours of on the job training and successful completion of the technical training that is required or approved by the AIT Board. Please refer to the above noted regulations for full details.

### B-4.01 - Non-Industrial & Civil Foundation Non-Industrial Site

Classification & Effective Date	% of JM	Base Rate	H&V	H&W	Pension	Train	Gross Rate
<b>Journeyman</b>							
May 2, 2021		\$33.75	\$3.38	\$1.75	\$4.00	\$0.25	\$43.13
Nov 24, 2019		\$33.55	\$3.36	\$1.50	\$4.00	\$0.25	\$42.66
<b>Apprentices</b> <i>May 2, 2021</i>							
<b>**Second Period upon completion of AIT First Period technical training</b>	80%	\$27.00	\$2.70	\$1.75	\$2.80	\$0.25	\$34.50
<b>**Second Period</b>	75%	\$25.31	\$2.53	\$1.75	\$2.80	\$0.25	\$32.64
<b>First Period</b>	65%	\$21.94	\$2.19	\$1.75	\$2.80	\$0.25	\$28.93
<b>Trainee</b>	55%	\$18.56	\$1.86	\$0.00	\$0.00	\$0.25	\$20.67
<i>June 1, 2019</i>							
<b>**Second Period upon completion of AIT First Period technical training</b>	80%	\$26.84	\$2.68	\$1.50	\$2.80	\$0.25	\$34.07
<b>**Second Period</b>	75%	\$25.16	\$2.52	\$1.50	\$2.80	\$0.25	\$32.23
<b>First Period</b>	65%	\$21.81	\$2.18	\$1.50	\$2.80	\$0.25	\$28.54
<b>Trainee</b>	55%	\$18.45	\$1.85	\$0.00	\$0.00	\$0.25	\$20.55
<i>Pre-June 1, 2019</i>							
<b>**Third Year</b>	85%	\$28.52	\$2.85	\$1.50	\$4.00	\$0.25	\$37.12
<b>Second Year</b>	75%	\$25.16	\$2.52	\$1.50	\$2.80	\$0.25	\$32.23
<b>First Year</b>	65%	\$21.81	\$2.18	\$1.50	\$2.80	\$0.25	\$28.54
<b>Trainee</b>	55%	\$18.45	\$1.85	\$0.00	\$0.00	\$0.25	\$20.55

## **Foreman**

**B-4.02** The minimum wage of a Cement Mason Foreman engaged in Non-Industrial work shall be \$3.50 above the minimum Journeyman base rate of pay.

## **ARTICLE B-FIVE: PAYMENT CONDITIONS**

**B-5.01** Wages shall be paid weekly or bi-weekly by cash, direct electronic deposit, or cheque on Friday before quitting time and not more than 1 week's pay shall be held back.

## **ARTICLE B-SIX: LOCAL RESIDENTS, TRANSPORTATION, AND ACCOMMODATION**

### **Local Residents**

**B-6.01** 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.

**B-6.02** A Local Resident Employee shall be defined as a Union Member who has maintained their domicile within a 75 kilometer radius of a job site, for a minimum of 6 months. A Local Resident shall not be entitled to subsistence pay or room and board provisions of this Collective Agreement.

**B-6.03** Where a Camp Kitchen is established and where all Employees, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to 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.

**B-6.04** Where a Local Resident Employee is required to work overtime, they shall be entitled to overtime meals in accordance with this Collective Agreement.

### **Transportation and Accommodation**

**B-6.05** A 75 kilometer free zone shall be established around the center of every city, town or village in which Employees reside and around every place where accommodation is provided and/or paid for by the Employer. This zone shall apply to all persons covered by this Agreement.



**B-6.06**

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

- (a) **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 zone is beyond reasonable walking distance, then the Employer shall provide transportation.
- (b) **Zone 2:** The area lying within the next 100 kilometers beyond the boundary of the free zones established above, is Zone 2. For any job site situated within this zone the Employer shall supply transportation to and from the work site to the place of accommodation or established central pick-up points, or, expressed by the Employer's option in writing, pay vehicle allowance at the rate of \$0.52 per kilometer from the edge of the free zone, to the job and back, to each Employee who, by arrangement with the Employer uses his own vehicle to provide transportation outside the free zone.
  - (i) 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.
- (c) **Zone 3:** The area lying within the next 100 kilometers beyond the boundary of Zone 2 as established above, is Zone 3. For any job site situated within this zone, the Employer shall provide at their option for each day worked:
  - (i) camp accommodation which conforms with the CLRA/BTA Camp Rules and Regulations or successor standards; or
  - (ii) reasonable room and board; or
  - (iii) agreed subsistence allowance.
- (d) **Zone 4:** The area lying within the next 100 kilometers beyond the boundary of Zone 3, is Zone 4. For any job situated within this zone, the Employer shall provide at their option on the 7 day a week basis:
  - (i) camp accommodation as noted above; or
  - (ii) reasonable room and board; or
  - (iii) agreed subsistence allowance.
- (e) **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 closer Geodetic Monument after each 60 calendar days of employment on the project and shall grant leave from work for a maximum period of 5 calendar days. Such trips shall be paid 1 way upon leaving the job site and reimbursed for the return upon reporting to the job. Rate of reimbursement shall be the equivalent train, bus or air fare only as appropriate.
  - (i) On remote job sites within Zone 5 and when requested by the Employee due to having insufficient funds to return to point of hire, the Employer shall arrange transportation for the Employee to point of hire or supply them with an advance on wages due.
- (f) 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 zone, 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 zone [on the basis of 2 Employees per room], and average costs of meals using predetermined example menu items.

- B-6.07**
- (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.
    - (i) To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to their primary Alberta residence due to the medical, work, site or weather conditions.
    - (ii) In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
    - (iii) It is expected that circumstances to which this provision applies will be of short duration.
    - (iv) For the purposes of this **Clause**, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be the nearest Geodetic Monument.
  - (b) If an Employee chooses to leave before the completion of the workday 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 workday with the consent of the Employer, the Employee will be paid a full day's subsistence if at least half the workday is worked and half a day's subsistence if less than half a workday is worked.
  - (c) Effect of unauthorized absence on Room and Board Entitlement:
    - (i) When an Employee fails to report when work is available on the working day immediately preceding or following bad weather or recognized holidays other than for unavoidable causes, they 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, they 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, they 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.
    - (ii) Unavoidable cause shall be deemed any illness or injury other than caused by consumption of liquor and/or legal or illicit drugs. The Employer may request proof of illness or injury by way of a letter from a medical doctor.
    - (iii) Where the Employer's costs are fixed [as for camp accommodation or long term room leases] the Employee shall not be back-charged

for such fixed costs, but, where subsistence allowance is paid then the Employee shall not be paid for days missed as detailed above.

## **ARTICLE B-SEVEN: SUBCONTRACTORS**

**B-7.01** For work falling within the scope of **Clause B-1.01 & B-1.02**, the Employer agrees that it will not subcontract out Cement Masons' work, which is regularly and routinely performed by the Employer's own forces, unless such work is to a Contractor that agrees to be bound by the terms and conditions of this Agreement. Subcontractors who also do work that the Employer normally does not use its own work force to perform are not covered by this prohibition.

## **ARTICLE B-EIGHT: ENABLING**

**B-8.01** **"Blanket Enabling" for Commercial/Institutional Projects:** Notwithstanding **Article Twenty-Two**, any Employer who wishes to apply a rate to a Non-Industrial project as defined in **Article B-One**, that is less than the hourly base rate of pay set out in this **Schedule B** respecting such a project shall so advise the Association of the minimum Journeyman hourly base rate of pay necessary to be competitive in the tendering of the identified project. In the event only one such Contractor so contacts the Association respecting the project identified, the Association shall advise the Union of the project and of the Journeyman hourly base rate of pay determined for that project prior to the tendering respecting the said project, and the rate so identified shall be the minimum rate for the Journeyman Employees of the said Employer who are engaged on the said project and the minimum rates for other Employees of the said Employer on the said project shall be calculated on the said minimum Journeyman hourly base rate of pay.

**B-8.02** In the event more than one Employer advises the Association of an intent to apply a lesser minimum Journeyman hourly base rate of pay to a particular project, then the Association shall convene a meeting of the Employers who so advise the Association of such intent, and the minimum Journeyman hourly base rate of pay to be applied to such project shall be decided by the meeting of such Employers. The Association shall advise the Union of the project and of the hourly base rate of pay so determined for that project prior to the tendering respecting the said project, and the hourly base rate of pay so identified shall be the minimum hourly base rate of pay for the Journeyman Employees of the said Employers who are engaged on the said project and the minimum hourly base rate of pay for other Employees of the said Employers on the said project shall be calculated on the said minimum Journeyman hourly base rate of pay.

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

All of which is Agreed the 6<sup>th</sup> day of July, 2020.

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

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

ORIGINAL SIGNATURE ON FILE

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**Joe McFadyen  
President**

ORIGINAL SIGNATURE ON FILE

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**George Emery  
Business Manager**

**Letter of Understanding #B-1 – Restoration Work**  
(Amended at May 1, 2021)

by and between

**Construction Labour Relations – An Alberta Association  
Cement Masons (Provincial) Trade Division**  
[the “Association”]

and

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

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from November 24<sup>th</sup>, 2020 through April 30, 2023 as set out in the said Collective Agreement, and

**Whereas** the Parties mutually desire to ensure and maintain competitiveness in respect to Restoration Work which will be tendered and undertaken on a Non-Industrial site, and

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

**Now Therefore It Is Agreed as follows:**

1. Notwithstanding the definition of Non-Industrial work as set out in **Article B-1.01** of **Schedule B** of this Collective Agreement work done under this Letter of Understanding will be specific to Restoration Work to be defined as the following:
  - (a) **Non-Industrial – Parkade/Garage Structure Restoration**  
Work to be performed shall include but not be limited to the following:
    - (i) The preparation and application of all materials necessary for all waterproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods;
    - (ii) The preparation and application of all clear and opaque weatherproofing materials and the preparation of all surfaces to receive same; sandblasting, and acid etching for application of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc. preparation for the application of polymeric compounds for the repair of concrete, brick and steel surfaces, etc. including pressure injection, patching, coatings, traffic toppings, etc.;
    - (iii) the rigging for all materials used and work to be performed;
    - (iv) all methods of cleaning, interior and exterior; repairing, replacement and restoration of all materials, whether brick, stone, concrete;
    - (v) the inspection and maintenance repairs of common brick, radial brick, or concrete; the sandblasting of and painting of structures, etc. all common to the parking garage business.

**(b) Non-Industrial - Interior/Exterior Renovation and Restoration**

Work to be performed shall include but not be limited to the following:

- (i)** Concrete removal, including hydro-demolition;
- (ii)** Concrete repair, including small and large repairs. Concrete surface repair using polymer concrete (including epoxy mortar), crack repair using epoxy injection. Coating concrete, concrete maintenance & repair work. Concrete crack healer and penetrating sealer to be performed shall include but not be limited to the following:
  - (1)** The preparation and application of all materials necessary for all waterproofing and the preparation of all surfaces to receive same, whether done pneumatically, mechanically, or by hand methods; The preparation and application of all clear and opaque weatherproofing materials and the preparation of Concrete removal, including hydro-demolition;
  - (2)** Concrete surface repair using polymer concrete (including epoxy mortar);
  - (3)** Crack repair using epoxy; sandblasting, and acid etching for application of waterproofing; weatherproofing, caulking and pointing materials, vapour barriers, membranes and waterproof paint, etc.; All woodworking, drywall and plaster repair including pressure injection, patching, coatings and the rigging for all materials used and work to be performed;
  - (4)** All methods of cleaning, interior and exterior; repairing, replacement and restoration of all materials, whether brick, stone, concrete, wood, plastic, and metal; The repair restoration of all material due to Wind, Water or Fire damage;
  - (5)** Use of squeegees, industrial-sized paint rollers, push brooms, brushes, and airless spray systems to apply the epoxy;
  - (6)** Decorative coatings and sealers used to obtain a specific color or texture, to increase stain resistance, and/or to make it easier to clean and maintain an acceptable appearance;
  - (7)** Polished Concrete overlayments, preparation, mixing, placement, finishing, scraping, brushing, self-leveling concrete underlayment, surface defect and crack filler materials, primers specified as ether epoxy or acrylic, concrete chemical treatments, densifiers or stain guards, joint or terrazzo strip materials, stains, dyes or colorants;
  - (8)** Operation of; mixing equipment, spike rollers, concrete polishing grinding machines, or hand grinders;
  - (9)** Barrier coatings installed over concrete and masonry when conditions require the concrete and masonry to be isolated from its service environment such as; epoxies, acrylics, polyurethanes, polyurea, vinyl esters, chlorinated rubbers, and elastomeric coatings;

2. Wage Schedules

(a) May 1, 2019 to April 30<sup>th</sup>, 2020

Restoration Work	% of JM	Base Rate	H&V	H&W	Pension	Train	Gross Rate
Journeyman		\$33.49	\$3.35	\$1.50	\$2.50	\$0.15	\$40.99
Third Period	85%	\$28.46	\$2.85	\$1.50	\$2.50	\$0.15	\$35.46
Second Period	75%	\$25.12	\$2.51	\$1.50	\$2.50	\$0.15	\$31.78
First Period	65%	\$21.77	\$2.18	\$1.50	\$2.50	\$0.15	\$28.10
Trainee	55%	\$18.42	\$1.84	\$1.50	\$2.50	\$0.15	\$24.41

(b) May 1, 2020 to April 30<sup>th</sup>, 2021

Restoration Work	% of JM	Base Rate	H&V	H&W	Pension	Train	Gross Rate
Journeyman		\$33.71	\$3.37	\$1.50	\$2.50	\$0.15	\$41.23
Third Period	85%	\$28.66	\$2.87	\$1.50	\$2.50	\$0.15	\$35.68
Second Period	75%	\$25.29	\$2.53	\$1.50	\$2.50	\$0.15	\$31.97
First Period	65%	\$21.91	\$2.19	\$1.50	\$2.50	\$0.15	\$28.25
Trainee	55%	\$18.54	\$1.85	\$1.50	\$2.50	\$0.15	\$24.54

(c) May 1, 2021 to April 30<sup>th</sup>, 2022

Restoration Work	% of JM	Base Rate	H&V	H&W	Pension	Train	Gross Rate
Journeyman		\$33.71	\$3.37	\$1.75	\$2.50	\$0.25	\$41.58
Second Period - AIT	80%	\$26.97	\$2.70	\$1.75	\$2.50	\$0.25	\$34.17
Second Period - No AIT	75%	\$25.28	\$2.53	\$1.75	\$2.50	\$0.25	\$32.31
First Period	65%	\$21.91	\$2.19	\$1.75	\$2.50	\$0.25	\$28.60
Trainee (500 Hours)	55%	\$18.54	\$1.85	\$0.00	\$0.00	\$0.25	\$20.64

(d) May 1, 2022 to April 30<sup>th</sup>, 2023

Wages rates will be as those listed in **Clause B-4.01**.

3. This Letter of Understanding, as amended May 1, 2021, shall be attached to and form part of the 2019-2023 Collective Agreement.

All of which is Agreed the 21<sup>st</sup> day of April, 2021.

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

Operative Plasterers’ and Cement  
Masons’ International Association  
Local 222

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Joe McFadyen  
President

\_\_\_\_\_  
George Emery  
Business Manager