

PROVINCIAL COLLECTIVE AGREEMENT

between

**The Alberta Wall and Ceiling Association
As Agent for and on behalf of:**

All Employers who are affected by the operation of Registration Certificate Number 44.

And

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

Edmonton . Local 222 . Calgary
(hereinafter referred to as the "Union")

August 19, 2007 – April 30, 2011

Contents

| | |
|---|-------|
| Article 1 • DEFINITION | 3 |
| Article 2 • OBJECTS | 3 |
| Article 3 • GEOGRAPHICAL JURISDICTION | 3 |
| Article 4 • TRADE JURISDICTION AND DEFINITION..... | 3 |
| Article 5 • DURATION OF AGREEMENT..... | 6 |
| Article 6 • WAGES..... | 7/8 |
| Article 7 • HOURS OF WORK, REST PERIODS & OVERTIME..... | 8/9 |
| Article 8 • APPRENTICES AND TRAINEES..... | 10/11 |
| Article 9 • TRANSPORTATION, BOARD & ROOM, TRAVEL TIME | 12 |
| Article 10 • LOCAL HIRES..... | 15 |
| Article 11 • HOLIDAYS | 15 |
| Article 12 • JOINT APPRENTICESHIP TRAINING COMMITTEE & TRAINING FUND | 16 |
| Article 13 • HEALTH AND WELFARE AND PENSION..... | 16 |
| Article 14 • WORKING CONDITIONS..... | 19 |
| Article 15 • GRIEVANCE PROCEDURE..... | 19 |
| Article 16 • JURISDICTIONAL DISPUTES | 21 |
| Article 17 • UNION RIGHTS | 23 |
| Article 18 • MANAGEMENT RIGHTS & INDUSTRY ADVANCEMENT FUND CHECK-OFF.. | 24/25 |
| Article 19 • SAVINGS CLAUSE | 25 |
| Article 20 • CONSULTIVE COMMITTEE | 25 |
| Article 21 • ENABLING..... | 26 |
| ADDENDUM I • <i>Industrial Work</i> | 27 |
| Alberta Building Trades Council Check-Off | 28 |
| ADDENDUM II • <i>Commercial and Spray Fire/Sound Proofing</i> | 30 |
| ADDENDUM III • <i>Shop Work</i> | 31 |
| SCHEDULE A • <i>Industrial Wage Rates</i> | 32 |
| SCHEDULE B • <i>Commercial Wage Rates</i> | 33 |
| SCHEDULE C • <i>Shop Rates</i> | 34 |
| SIGNING PAGE | 35 |

Article 1 • DEFINITION

- 1.01 This Agreement is to cover members of Local 222 of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.
- 1.02 Under all circumstances, terms and conditions listed in one or more of the Addenda take precedence over terms and conditions listed in Articles 1 through 18.

Article 2 • OBJECTS

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

Article 3 • GEOGRAPHICAL JURISDICTION

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

Article 4 • TRADE JURISDICTION AND DEFINITION

- 4.01 This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Plasterers which for the purpose of this Collective Agreement, shall coincide with the Trade Jurisdiction set out in Registration Certificate #44, and shall include but not be limited to all of those employees who are engaged in the following:

WORK JURISDICTION

Members of O.P. & C.M.I.A. shall perform, but not be limited to the following work:

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

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

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

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

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

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

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

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

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

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

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

SHOP WORK

- a) Making of all templets for runwork to be used in shops; Plaster model-making setting of enrichments in models, the pointing and finishing of same shall be the work of the Model-Maker.
- b) Preparing of all models for molding, making molds, preparing and casting from same in any material including plaster, cement, artificial marble and stone, composition, etc., shall be the work of the Mold Makers and Casters whether done in permanent shop or in shop on location.
- c) Modeling and sculpturing in any plastic material shall be the work of the Modeler or Sculptor. The enlargement of scale models may be done by the Modeler, Sculptor or Model-Maker.
- d) All ornamental forms to be re-carved shall be done by the Modeler or Sculptor.
- e) Scale models including Diaramas and relief maps may be done by the Modeler, Sculptor or Model-Maker.
- f) Cutting or carving of ornamental surfaces or sharpening of outlines of same shall be the Modelers’ or Sculptors’ work.
- g) “Scrafito” shall be done by the Modelers or Sculptors, except when the design is a geometrical one, such as Greek frets, guilloches, plain running dog, etc., which may be done by Modelers or Model-makers.

- h) Any ornamental design which might be done mechanically may be done by the Modeler or Model-Maker, i.e., the scrolls on sides of brackers, Greek frets, key blocks, guilloches, etc.
 - i) The pressing of clay in moulds, the running of clay moldings, and clay backgrounds may be done by Modelers, Sculptors or Model-Makers.
- 4.02 The Employer agrees to recognize the jurisdictional claim of the Union unless legislation is enacted to the contrary.

Article 5 • DURATION OF AGREEMENT

- 5.01 This Agreement is in full force and effect from August 19th, 2007 through to and including April 30th, 2011.
- 5.02 Either party desiring to amend this Agreement or commence collective bargaining may do so in writing to the other party, not less than thirty (30) days or more than ninety (90) days prior to the expiry date of this Agreement.
- 5.03 If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said expiry date and up to the date the Union or the Employer commence a lawful strike or lockout or until the parties can enter into a new Agreement.
- 5.04 It is agreed that if this Agreement or parts thereof, due to economic or other hardships, creates a burden on either party, the parties shall meet and discuss these matters of concern. In the event of mutual agreement between the parties, the Agreement may be amended or revised in writing prior to the termination date of this Agreement and all parties signatory as per the appropriate Addenda would be bound to these changes.

Article 6 • WAGES AND PAYMENT CONDITIONS

- 6.01 The Journeyman's minimum regular rate of pay shall be as per Wage Schedules (Industrial page 32, Commercial page 33, Shop Rates page 34).

a) Wage Opener Option –

With the understanding that circumstances in the industry could change over the course of a four year agreement it is hereby agreed that between 90 and 120 days prior to either May 3/09 or May 2/10, but not both, either Party may give to the other Party notice that they wish to renegotiate the wage rates applicable to this Clause only, for the balance of the term of the Collective Agreement. Upon receipt of such notice the parties will have until 60 days prior to the closest date noted above to reach agreement, failing that the dispute will automatically be

submitted to an Arbitrator or an Arbitration Panel (as agreed to by the Parties). The Arbitrator (as agreed to by both Parties) and one nominee appointed by each Party whose names shall be provided to the other respective party within two weeks of the notice to renegotiate being received. It is understood that the only matter in dispute can be the wages contained in this Clause and the wages contained in any of the other Wage Clauses which have this Provision attached to them. The Arbitration Panel will conduct a hearing within 30 calendar days of having the dispute referred to them and will issue a decision prior to the closest of the two dates noted above. The Arbitration Panel will have the authority to determine the issues in dispute in the remaining term of the Collective Agreement only and can not make any decision having retroactive effect. The Arbitration Panel shall be restricted to choosing from one of the following three options;

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

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

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

“Commercial” – Wages shall be paid once every two weeks.

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

6.04 If an Employer terminates an employee’s employment:

- a) one (1) hour's notice is to be given or one (1) hour's pay in lieu of notice.
- b) on proper notice of termination, the Employer shall pay all monies due together with all records and separation slip within two (2) working days by one of the methods noted in Article 6.02. If mailed, it shall be by Registered mail.

6.05 If an employee quits:

- a) he shall give his supervisor one (1) hour's notice and his pay shall be mailed to him by Registered mail or given to him at the central pay office of the Employer on the next regular pay day.

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

Article 7 · HOURS OF WORK, REST PERIODS, OVERTIME AND SHOW-UP

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

7.02 The regular working week shall consist of forty (40) hours employment divided into five (5), eight (8) hour working days, Monday to Friday inclusive.

7.03 A compressed work week of four (4) ten (10) hour days may be worked at straight time rates. The four (4) ten (10) hour days must be worked consecutively. The first two (2) hours of overtime on four (4) ten (10) hour day schedule shall be paid at 1 ½ times the regular rate of pay. All others to be paid at double (2x) the regular rate.

7.04 If the four (4) ten (10) hour days are being worked and one or more days of work are lost during that week due to inclement weather, the Employer may schedule Friday as a make-up day. Hours worked on the Friday to be paid at straight time rates up to (10) hours in the day or until the 40 hours in the week have been worked after which overtime provisions apply. Employees shall not refuse to work the make-up day and the contractor shall not force an employee to work if said employee has a legitimate reason for not working. The Union and the Employer jointly shall determine whether or not the reason is legitimate.

7.05 A non-paid lunch break of 1/2 hour duration will be taken halfway through each shift.

- 7.06 All hours in excess of eight (8) hours per day (except as noted in 7.04) and forty (40) hours per week until a break of eight (8) hours occurs, shall be considered overtime. All overtime during the regular work week to be paid for at one and one-half times the employee's regular rate of pay until a total of 50 hours in any one week is worked and after 50 hours the overtime shall be double the employee's regular rate of pay. All hours worked on Saturdays, Sundays and Holidays shall be paid for at double the employee's regular rate of pay.
- 7.07 When an employee is required to work more than two (2) hours of unscheduled overtime the Employer shall supply him with a suitable hot meal upon completion of the two (2) hours and every four (4) hours thereafter. Meals are to be provided by the Employer on company time at no cost to the employee.
- 7.08 There shall be a paid break of 10 minutes in each half of an eight hour shift and a paid break of 15 minutes in each half of a ten hour shift. There shall be a break of 10 minutes every two hours thereafter.
- 7.09 Show-up -
- (a) When an employee reports to work at the regular starting time and such employee is not put to work the employee so effected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.
 - (b) In order to qualify for show up time employees must remain on the job site, unless otherwise directed by the Employer. Where the employee(s) are directed to remain on the job site for more than two (2) hours they shall be paid for such time at the applicable rate.
 - (c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
 - (d) An employee is not entitled to show up time if the Employer notifies the employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a job site where they are accommodated in a camp facility will not be entitled to show up time if they are notified that no work is available at breakfast time and notices are posted on the bulletin boards in the camp kitchen.
 - (e) When an employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

Article 8 · APPRENTICES AND TRAINEES

APPRENTICE RATE CHANGE CRITERIA

8.01 (A) Clarification of Apprenticeship hours:

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

- An apprentice is only allowed one change in classification per year.
- This change is to occur on or after the members anniversary date.
(Anniversary Date: The date that last rate change occurred based on meeting all required criteria.)
- Must achieve the minimum hours required (see Article 8.01(A))
- Attend appropriate training course as approved by the JATC and passing a subsequent exam.

(B) A completed Proof Of Hours form shall be required, to establish all classifications.

8.02 Where there is a need for a committee to deal with concerns, relating to the Apprenticeship Programs, it will be dealt with through the Joint Apprenticeship Committee (JATC) (Article 12). This Committee will be responsible for dealing with any grievance or complaint arising out of apprenticeship and will meet on notification of either party. Any decision arrived at by this committee will be binding on all concerned. All apprentices shall be governed by the Alberta Apprenticeship Act. They shall in all cases be members of the Union and attend apprenticeship classes when notified to do so by the JATC, and shall be subject to discharge at the request of the Union for non-attendance unless the apprentice has a valid reason satisfactory to the JATC.

8.03 No apprentice shall be allowed to work without a journeyman and shall be given equal training on all phases of work being performed by the Employer.

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

- First year apprentice 60% of the minimum journeyman's regular wage.
- Second year apprentice 70% of the minimum journeyman's regular wage.
- Third year apprentice 80% of the minimum journeyman's regular wage.
- These rates shall be maintained to within 2% of the above percentages.

- 8.05 Terms of Apprenticeship shall be for a period of 5,000 hours. Where any provisions of this Clause conflict with the Alberta Apprenticeship Act as it pertains to the Plastering Trade Regulations, then the Provincial regulations shall apply.
- 8.06 Where an apprenticeship program, covering period of Apprenticeship, wage rates, etc., is not specifically covered by this Article, for any classification of work coming under the jurisdiction of the Union, then a program may be established by

the Union, on consultation with the Employer, which will become part of this Agreement and applicable to all Employers that may subsequently come under the classification concerned.

TRAINEES

- 8.07 Trainees are defined as employees who are neither journeymen nor apprentices who wish to involve themselves in the trade prior to becoming an apprentice.
- 8.08 No trainee shall be allowed to work without a journeyman present.
- 8.09 The maximum number of trainees allowable per job site for any one contractor shall be one (1) trainee for every two (2) journeymen.
- 8.10 Contractors shall supply **in writing** to the Local's office of the O.P. & C.M.I.A. the names, addresses, phone numbers, social insurance numbers and the date of hiring for all trainees hired; the trainee shall immediately apply for membership.
- 8.11 A contractor may employ a person defined as a trainee for a maximum period of 500 hours. If during the first month of employment, the trainee quits, is fired and/or dismissed in any manner prior to the completion of the month (160 hrs of employment) the contractor is not liable to make contributions to the O.P. & C.M.I.A. Health and Welfare and Pension Plans of Alberta as noted in Article 13.02 and 13.08. If the trainee continues to be employed past the one month period (160 hrs of employment), the contractor will remit Health and Welfare and Pension Plan contributions as per Articles 13.02 and 13.08 retroactive to the first day the trainee began employment. Each trainee can only experience one (1) month probation.
- 8.12 All trainees must pay dues to the O.P. & C.M.I.A. as per Local bylaws. Said dues to be deducted from the trainees first pay cheque each month.
- 8.13 A trainee's minimum regular rate of pay shall be 50% of the journeyman's regular rate of pay.
- 8.14 It is mutually agreed that all efforts will be made to employ the prior years' trainees/1st year apprentices before any new trainees are hired.

Article 9 · TRANSPORTATION, BOARD & ROOM, TRAVEL TIME

(a) ROOM AND BOARD (LOA)

Room and board shall be paid at the rate of a minimum one hundred dollars (\$100.00) per day (\$145.00 Fort McMurray) and be available on all scheduled days worked basis or a seven (7) days basis as per job site agreements and prior consultation and agreement with the Union. When an employee is directed or dispatched to work on a project in an area where all available accommodation is inflated in price, the Employer will provide suitable room and board or adjust the amount paid to the employee as mutually agreed by the Employer and the Union. Increases to L.O.A. rates in Alberta shall be determined by the Coordinated Committee of Registered Employers and Alberta Building Trades Council rate review mechanism.

- (b) The first L.O.A. payment to employees shall be made no later than the last day of the first week on any project where applicable.

FREE ZONE AND DEFINITIONS

- 9.01 A fifty (50) kilometer free zone shall be established from the Edmonton City Hall for the City of Edmonton, the Calgary City Hall for the City of Calgary, and from every job site in the Province of Alberta. In all circumstances, only one free zone shall be in effect at any one time. The Shell Scotsford Plant N.E. of Fort Saskatchewan will be considered to be in the free zone.
- 9.02 “Suitable Transportation” shall mean, for the purpose of this Agreement, transportation by car, truck, bus, train, or airplane, as may be applicable.

WORK ZONES

9.03 Zone 1

Within the free zone 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 there is no available public and/or private transportation, and the work area is beyond reasonable walking distance, then the Employer shall provide suitable transportation.

9.04 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 area the Employer shall supply suitable transportation to and from the work site to the place of accommodation or established central pick-up points. Travel time shall be paid at straight time rate both ways from the edge of the free zone.

Notwithstanding the above, if on a specific project the total return daily traveling time from the city limits to the job and back exceeds three (3) hours, then the employee shall have the option of electing room and board unless mutually agreed to by the employee, Employer and Union.

9.05 Zone 3

The area beyond the boundary of Zone 2 as established above is Zone 3. For any job site situated within this area the Employer shall provide:

- (a) Initial and terminal travel time and the cost of one (1) return bus fare.
- (b) Camp accommodation which conforms with Alberta. and N.W.T. Building Trades Council Camp Rules and Regulations or suitable room and board all which will be available on a scheduled days worked basis or a seven (7) day basis as per job site agreements and prior consultation and agreement with the Union. Room and board shall be paid to the employee per Article 9.06
- (c) A turnaround of minimum 5 days after the employee has worked out of town for a period of 35 calendar days. One weeks written advanced notice to the contractor is required. It is further understood and agreed that the above described trips be on a rotation basis and at no time more than twenty-five percent (25%) of the working force shall be on such home leave. For each turnaround, the employees shall be paid travel time and provided transportation to his place of residence. The turnaround value for each site may be calculated and set at a dollar value by the Employer upon consultation and agreement with the Union.
- (d) Supply transportation to the job site from the temporary place of residence if beyond walking distance.
- (e) A turnaround will not occur if the Employer is supplying transportation for return trips on a regular basis.
- (f) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centre of Edmonton or Calgary or other hiring hall location (as applicable) one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.
- (g) If an employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the employee shall be paid two hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings.
- (h) An inconvenience allowance if \$15.00 dollars per day worked shall be paid to employees who are required to travel between the NMC or PTI camps and the Suncor site, or between the Suncor camps and the Aurora 1 or 2, or NMC sites. (This is a "pure" allowance, and is not to be

considered part of earnings for the purposes of any calculations.) Similar situations not expressly mentioned in this clause which may arise in the future will be subject to discussion by the Parties to determine if the situation warrant consideration for similar treatment.

GENERAL

- 9.06 In lieu of supplying transportation in Zones 2 and 3, the Employer, upon agreement with the employee, shall pay vehicle allowance at the rate of forty-seven cents (\$.47) per kilometer traveled to each employee using their own vehicle outside the free zone.
- 9.07 It is the responsibility of the employee to ensure that his vehicle has adequate insurance coverage for the driver and any passengers he voluntarily gives transportation to.
- 9.08 On out-of-town jobs if an employee absents himself from his daily work when work is available other than for unavoidable causes, he shall not be entitled to Board and Room for that day or days, which he shall be informed of at the time of the infractions.
- 9.09 An Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for fifteen (15) calendar days.

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

If, prior to having qualified for either transportation allowance, the employee is laid off, or the job is completed, or the employee is transferred to a different work site which is outside the area for which the transportation allowance was to apply, that employee will be paid any outstanding transportation allowance(s) with their next regular pay.

If the employee is transferred to a different work site that is within the area to which the transportation allowance was to apply, the employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational leave.

- 9.10 Local residents shall not be eligible for transportation, travel time, board and room, or allowance in lieu thereof as set forth in this Article.

Article 10 • LOCAL HIRES

10.01 On projects outside the City of Edmonton or Calgary where employees do not return home daily:

- a) Local residents who are qualified members of the Union may be given preference of employment.
- b) Local residents who are not members of the Union but who apply for membership in the Union may be hired up to 20% of the total number employed by the contractor on that job site (25% for the Fort McMurray area). Notwithstanding Article 8.08 to 8.14 or Government endorsed minority hiring policies, the maximum non-member local residents that can be hired is 15% (20% for the Fort McMurray area).

10.02 Local Resident is defined as any person who has established a place of residence at that location more than forty-five (45) days from the start of employment.

FORT MCMURRAY RESIDENTS ONLY:

10.03 Local residents residing between a forty-five (45) km radius and a seventy-five (75) km radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of thirty dollars (\$30.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of fifteen dollars (\$15.00) will be paid each day worked. Any increase to follow industry standard.

Article 11 • HOLIDAYS

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

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

11.02 No work shall be performed on Labour Day except in case of an emergency. When one of these holidays (as in Article 11.01) falls on a Saturday or Sunday or a scheduled day off, the following regular working day shall be observed as the holiday. Should Christmas Day and Boxing Day fall on Saturday and Sunday, the Monday and Tuesday following shall be observed as the holiday. All work performed on any day as specified in Article 11.01, shall be paid for at double the regular hourly rate of pay except as noted in Addendum II, Clause 3.

Article 12 . JOINT APPRENTICESHIP TRAINING COMMITTEE & TRAINING FUND

Training Fund

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

The Employer shall contribute to the Plasterers' Apprenticeship and Training Fund:

For Industrial and ShopWork:

**fifty cents (\$0.50),
effective May 4, 2008 sixty cents (\$0.60)**

For Non-Industrial Work:

thirty-five cents (0.35)

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

Joint Apprentice Training Committee (JATC)

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

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

Both parties agree that when a compulsory training program is available, and is approved by the J.A.T.C., then and only then the Union will have the right to supply from their list one in eight qualified trades people in every classification.

Article 13 · HEALTH AND WELFARE AND PENSION

HEALTH AND WELFARE

- 13.01 The Employer acknowledges the O.P.C.M.I.A. Health & Welfare Plan of Alberta as amended on October 4th, 2004, between the Operative Plasterers and Cement Masons International Association Local 222 and The Construction Labour Relations – An Alberta Association Cement Masons (Provincial) Trade Division and the Alberta Wall & Ceiling Association and such other Employers who from time to time enter into collective agreement with the Union requiring contributions to this Trust Fund and agrees to be bound by the terms of that Agreement, as amended from time to time by the decisions of the Trustees appointed from time to time thereunder.
- 13.02 The Employer shall contribute ninety cents (\$.90) per hour (\$1.00 May 3rd, 2009) for each and every hour worked by any employee in each year of this agreement, under the terms of this Agreement. Such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an employee's wages. Such contributions are a payment in excess of the wage rates set out in this Agreement and do not constitute a payment of wages.
- 13.03 Upon the wages of an employee becoming due, the said contributions shall be calculated by the Employer and the gross contributions of the Employer for all hours worked by all employees under the terms of this Agreement in a month, up to and including the last pay period of the said month shall be forwarded by the Employer to the O.P. & C.M.I.A. Health and Welfare Plan of Alberta not later than the fifteenth (15th) day of the month following, at such address as determined by the Trustees from time to time.
- 13.04 It is understood that the contributions negotiated under this Article are for the benefit of members of the Union as recognized by the Trustees, for the said fund, who shall continue to have full discretion to make from time to time reasonable rules in this respect.
- 13.05 Neither party shall be liable or responsible for any debts, liabilities or other obligations of the fund other than provided for in this Agreement and under all circumstances the individual Employers liability is limited to the contribution noted in Article 13.02.
- 13.06 Where an employee performs work that would require the Employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable, then the Employer shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of this Plan. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer on whose behalf employees have been performing work entitling them to receive contributions to the Plan as is hereinbefore provided for, is deemed to be held in trust for the

Trustees of this Plan and such shall be deemed to be separate and apart and form no part of the estate in liquidation assignment or bankruptcy whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

PENSION PLAN

13.07 The Employer acknowledges the O.P.C.M.I.A. Pension Plan of Alberta as amended on October 4th, 2004, between the Operative Plasterers and Cement Masons International Association Local 222 and The Construction Labour Relations – An Alberta Association Cement Masons (Provincial) Trade Division and the Alberta Wall & Ceiling Association and such other Employers who from time to time enter into collective agreement with the Union requiring contributions to this Trust Fund and agrees to be bound by the terms of that Agreement, as amended from time to time by the decisions of the Trustees appointed from time to time thereunder.

Industrial Pension Contribution

13.08 The Employer shall contribute...

- **Journeyman** - Four dollars and seventy-five cents (\$4.75) per hour effective August 19th, 2007 (\$5.00 per hour effective May 4th, 2008) for each and every hour earned under the Industrial terms of this Agreement.
- **Apprentices** - As per Schedule "A", Page 32, per hour for each and every hour earned under the Industrial terms of this Agreement. Such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an employee's wages. Such contributions are a payment in excess of the wage rates set out in this Agreement and do not constitute a payment in wages.

Non-Industrial Pension Contributions

The Employer shall contribute three dollars (\$3.00) (\$3.25 May 4th, 2008 and \$3.50 May 3rd, 2009) per for each and every hour worked by any employee under the Non-Industrial terms of this Agreement. Such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an employee's wages. Such contributions are a payment in excess of the wage rates set out in this Agreement and do not constitute a payment in wages.

13.09 Upon the wages of an employee becoming due, the said contributions shall be calculated by the Employer and the gross contributions of the Employer for all hours earned by all employees under the Industrial terms of this Agreement and for all hours worked under the Non-Industrial terms of this Agreement in a month, up to and including the last pay period of the said month shall be forwarded by the Employer to the O.P. & C.M.I.A. Pension Plan of Alberta not later than the fifteenth (15th) day of the month following, at such address as determined by the Trustees from time to time. (As per Article 17.04)

- 13.10 It is understood that the contributions negotiated under this Article are for the benefit of members of the Union as recognized by the Trustees, for the said fund, who shall continue to have full discretion to make from time to time reasonable rules in this respect.
- 13.11 Neither party shall be liable or responsible for any debts, liabilities or other obligations of the fund other than provided for in this Agreement and under all circumstances the individual Employers liability is limited to the contribution noted in Article 13.08.
- 13.12 Where an employee performs work that would require the Employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable, then the Employer shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust for the Trustees of this Plan. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer on whose behalf employees have been performing work entitling them to receive contributions to the Plan as is hereinbefore provided for, is deemed to be held in trust for the Trustees of this Plan and such shall be deemed to be separate and apart and form no part of the estate in liquidation assignment or bankruptcy whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

Article 14 • WORKING CONDITIONS

- 14.01 When the Employer can supply the employee with regular working hours, members of Local No. 222 shall work only for Employers signatory to this Agreement, who shall supply all materials and labour, carry compensation and conform to Municipal and Provincial safety and other regulations.
- 14.02 At no time shall anyone, unless he is recognized by the Employer and the Union, as a qualified journeyman plasterer or plastering apprentice be allowed to use the tools of the trade for the purpose of plastering in any of its various forms.
- 14.03 Employee and Employer supplied tools are listed in Addenda I and II.
- 14.04 (a) On industrial projects where (6) or more employees are employed the Employer, where practical, will supply a warm dry place for the employees to change and dry their clothes; store and lock-up employees and Employers tools.
- (b) A separate, warm clean, dry lunch room shall also be provided for the specific purpose of eating lunch and/or having coffee breaks.
- (c) The Employer shall provide suitable heated and enclosed "wash up" (i.e., basin, soap, and water) and sanitary facilities complete with toilet paper. Flush toilets will be supplied as soon as the project is sufficiently advanced to allow installation thereof. They shall be properly used by the employees.

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

Article 15 • GRIEVANCE PROCEDURE

15.01 All differences between the parties or persons bound by the Collective Agreement or on whose behalf it was entered into concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether the difference(s) are arbitrable shall be settled without stoppage of work or lockout by one of the following methods:

- a) If the difference(s) is between the Union and the Employer the following procedure shall be followed.
 - 1. Within 15 calendar days of the difference(s) first being reported or the Union Representative first discovering the difference(s) the parties shall meet and endeavor to resolve the difference(s).
 - 2. In the event the difference(s) cannot be resolved then either party may refer any difference(s) to be processed as outlined in (c).
- b) If the difference(s) is between the employee or employees and the Employer, the following procedure shall be followed:
 - 1. Difference(s) to be discussed thoroughly and settlement attempted within fifteen (15) calendar days of the first occurrence of the event giving rise to the grievance between the employee or employees and the Employer or his representative, as the case may be.
 - 2. Failing to reach a settlement under paragraph (b)1, the business representative of the Union will be notified and settlement attempted between the Union and the Employer within seven (7) further calendar days.
- c) If the complaint is not settled within the seven (7) days noted above, the grievor shall set out in writing the nature of the complaint, the section or sections of the Agreement infringed upon or claimed to have been violated and the remedy or correction claimed. The grievance shall be signed by the grievor, and forwarded with any other information that he feels important in processing the grievance, to the Consultive Committee (refer to Article 20.00 - Consultive Committee) within three (3) working days of completion of the 15.01 (a) 1. or (b) 2. process.

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

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

If the other party fails to select an arbitrator within seven (7) days thereafter (excluding Saturdays, Sundays and Holidays), or if the parties' arbitrators shall fail to agree upon a chairman within three (3) working days of the appointment of the second arbitrator, either party may request the Minister of Labour to select an experienced and impartial arbitrator.

- 15.02 The Board of Arbitration shall give their decision not later than fourteen (14) calendar days after appointment of Chairman except with consent of both parties, such limitation of time may be extended.
- 15.03 The Board of Arbitration may not change, modify or alter any of the terms of this Agreement. All difference(s) submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement, or that involves the determination of a subject matter not covered by, or not arising during the terms of this Agreement. The parties may agree that arbitration shall be by a single arbitrator.
- 15.04 Each of the parties shall bear the expenses of its arbitrator and the parties agree that the unsuccessful party will pay the expenses of the Chairman of the Arbitration Board.
- 15.05 All processes and time limits in this grievance and arbitration procedure are imperative and mandatory and shall only be extended or modified by mutual agreement between the parties in writing.
- 15.06 At the request of either party to the grievance, if settlement is not reached under 15.01(a)(b), the grievance shall proceed to Arbitration as per 15.01(d).

Article 16 • JURISDICTIONAL DISPUTES

JURISDICTIONAL DISPUTES:

- 16.01 In the event of a jurisdictional dispute, such dispute shall be settled without permitting same to interfere with the progress or prosecution of work in the following manner:
 - a) The Employer shall assign the work in accordance with current "Decisions or Agreement of Record" between the disputing Unions.
 - b) If no "Decisions or Agreements of Record" exist, the Employer shall make an assignment of work and the dispute will be settled if possible on a local level, by the Unions involved.

- c) If the dispute can not be settled as laid out in (b) then all jurisdictional disputes arising between the parties to this agreement with any of the differences(s) are arbitrable shall be settled without stoppage of work or lockout by one of the following methods:
- d) If the differences(s) is between the Union and the Employer the following procedure shall be followed.
 - 1. Within 15 calender days of the difference(s) first being reported or the Union representative first discovering the difference(s) the parties shall meet and endeavor to resolve the difference(s).
 - 2. In the event the difference(s) cannot be resolved then either party may refer any difference(s) to be processed as outlined in (c).
- e) If the difference(s) is between the employee or employees and the Employer, the following procedure shall be followed:
 - 1. Difference(s) to be discussed thoroughly and settlement attempted within fifteen (15) calendar days of the first occurrence of the event giving rise to the grievance between the employee or employees and the Employer or his representative, as the case may be.
 - 2. Failing to reach a settlement under paragraph (b) 1, the business representative of the Union will be notified and settlement attempted between the Union and the Employer within seven (7) further calendar days.
- f) If the complaint is not settled within the seven (7) days noted above, the grievor shall set out in writing the nature of the complaint, the section or sections of the Agreement infringed upon or claimed to have been violated and the remedy or correction claimed. The grievance shall be signed by the grievor, and forwarded with any other information that he feels important in processing the grievance, to the Consultive Committee (refer to Article 20.00 – Consultive Committee) within three (3) working days of completion of the 15.01 (a) 1. or (b) 2. process.

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

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

If the other party fails to select an arbitrator within seven (7) days Building Trades Council shall be settled in accordance with the procedural rules stipulated within the Jurisdictional Assignment Plan of Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.

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

Article 17 · UNION RIGHTS

- 17.01 The Employer agrees to employ only members who are in good standing with the Union provided qualified Union members are available for hire and further agrees that the Union shall be recognized as bargaining agent for these employees.
- 17.02 All employees shall obtain a clearance or referral slip from the Union office before being employed.
- 17.03 If the Union is unable to supply members, the Employer may hire other persons. The Union shall be notified and such employees will apply at once for membership in the Union as a condition of employment.
- 17.04 As a condition of employment, all employees shall sign check-off slips in the amounts as may be prescribed by the Union and shall maintain his membership in good standing as a condition of continued employment. The Employer agrees to honor said check-off authorizations and shall deduct from the employee's wages such monies and in the amounts so prescribed in accordance with the said authorization, or, as may be directed by the Union from time to time. Monthly dues are to be deducted on the first pay of each month and working dues from each pay and submitted to the Union office along with other monies deducted to that date, accompanied by a list showing the amounts deducted for each employee. This list shall include:
 - Regular hours
 - Overtime hours
 - 1.5 x hours (time and one half hours)
 - 2 x hours (double time hours)
 - A.B.T.C. dues (\$.05/hr)

- 17.05 Initiation to take place within the time stipulated by the Union, or all monies will be forfeited to the Union.
- 17.06 The Union shall at all times determine who may or may not become members of the Union and their classification. Classification may be done in conjunction with the Employer.
- 17.07 The Employer recognizes the O.P.C.M.I.A. Code of Conduct and the Union's right to discipline its members as it sees fit. The Employer further agrees not to intimidate by threat of loss of job, or refusal to hire, any member that insists on abiding by the terms of this Agreement.
- 17.08 The Employer will allow the Business Agent of the Union access to all jobs during working hours, provided he first notifies the contractor in advance and provided said agent does not hinder the progress of work.
- 17.09 Parties to this agreement recognize the right of the Union to appoint a steward from employees present on job. The steward must be acceptable to the employees and shall not be discriminated against. The Union will make every effort to have steward training available and have trained stewards in place.
- 17.10 It shall be the privilege of the Union member to respect the legal picket line of any craft. Refusal on the part of Union members to cross a legal picket line shall not be deemed a violation of this Agreement; said members shall not be subject to discharge or penalty of any kind. The Employer shall not impose any liability whatsoever either on the members and/or the Union.
- 17.11 Any contractor signatory to this Agreement, shall not sub-contract any plastering work coming under the jurisdiction of the Union plasterer, to another contractor or person unless the sub-contractor first becomes signatory to this Agreement.

Article 18 • MANAGEMENT RIGHTS

- 18.01 The Union acknowledges that it is the exclusive function and right of the Employer to:
- a) operate and manage its business in all respects,
 - b) maintain order, discipline and efficiency,
 - c) make and alter from time to time the rules and regulations to be observed by employees providing such rules and regulations are not in conflict with this Agreement.
 - d) direct the working force,
 - e) determine job content, create and abolish jobs, including methods, processes, and means of production and handling,

- f) select, hire, promote or demote, transfer, lay-off because of lack of work, discipline, suspend and discharge any employee, provided however, that any alleged wrongful discipline, suspension or discharge will be subject to the Grievance Procedure provided herein.
- g) upon termination of a member's employment with an Employer, the Employer may complete a termination report evaluating the member's overall performance with the company. The format of said report to be approved by the Union and the report is to be completed and filed with the Union office within two (2) calendar weeks from the date of termination.

18.02 Industry Advancement Fund

The Employer agrees to contribute to the Industry Advancement Fund established by the Alberta Wall & Ceiling Association the sum of five (\$0.05) cents per hour for each hour worked by each employee and employer on the tools as covered by this Agreement.

The Employer shall remit the funds along with a copy of the Employer's remittance report form to the:

Alberta Wall & Ceiling Association
Suite 210, 3112-11th Street N.E.
Calgary, AB. T2E 7J1

Not later than the fifteenth (15th) day of the month following the month in which the hours are worked.

NB. These monies will not be a part of any wage agreement, but above and beyond.

Article 19 · SAVINGS CLAUSE

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

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

Article 20 · CONSULTIVE COMMITTEE

20.01 The parties mutually agree that there shall be a Consultive Committee set up

- consisting of not less than four (4) members or more than six (6) members with equal representation from the Union and the contractors signatory hereto if requested by either party. Equal voting rights for both parties to this Agreement shall be maintained at each meeting of the Committee.
- 20.02 The objective of this Committee is to attempt to resolve problems such as Agreement obsolescence and matters not specifically outlined in this Agreement and alleged violation of this Agreement.
- 20.03 In the event of an alleged violation of the Agreement which has not been settled in the Grievance Procedure and is received by the Consultive Committee it shall meet and hear the complaint within five (5) working days of receiving notice prior to proceeding to Arbitration.
- 20.04 The Consultive Committee shall render its decision within two (2) days after hearing complaints.
- 20.05 The Committee shall have full powers to investigate any and all complaints, obtain such evidence as they deem necessary and recommend such action that they feel is necessary.
- 20.06 This Committee may agree to recommend changes to the provisions of this Agreement to provide for greater uniformity and/or conditions unique to the special needs of the industry. Any changes to the Agreement must be ratified by the parties signatory hereto before they are implemented.
- 20.07 This Committee shall have joint chairmanship, one from the Union and one from a signatory contractor who will chair alternate meetings.
- 20.08 This Committee shall meet at least three (3) times per year or at the call of either Chairman.

Article 21 - ENABLING

If by mutual agreement between Contractors and Union it is determined that certain jobs would only be attained by altering the terms of the Collective Agreement. Then the Contractor must apply to enable by filing an Enabling Form with the Union before the bid closing date.

ADDENDUM I

INDUSTRIAL WORK

Definitions

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

For Industrial Work the following special provisions apply:

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

of Hours form required – see Article 8.01 (c)).

In the event a training course and subsequent exam approved by the Union are available to the employees of Fireproofing contractors, the employees will attend said course and/or complete the exam. If the employee does not receive a passing mark (as jointly determined by the Employer and the Union), the Employer may employ the member at the third year apprentice wage rate until such time as he/she receives a passing mark.

5. **TOOLS REQUIRED**

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

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

All other specialty tools, hand or power to be provided by the Employer. On projects where caustic materials are being used and/or fireproof/fire retardant protective clothing is required, it shall be supplied by the Employer as specified in the Occupational Health and Safety Regulations. Personal protective equipment shall be provided by the contractor and shall be appropriate for the season. The clothing shall remain the property of the contractor and shall be turned in to same when an employee is terminated (for whatever reason). Failing this, upon agreement with the Union, the Employer may withhold the fair depreciated value of the item(s) from the employee's last pay until the item(s) are returned. Employees who willfully damage said clothing may be subject to the cost of replacement and/or discipline. The Employer accepts responsibility for normal wear and tear.

6. **Alberta Building Trades Council Check-Off**

- a) The Employer shall deduct five cents (\$.05) per hour worked from wages of the employee as a check-off to the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council (the "Council"). Such deductions shall be paid for each and every employee covered by the terms of an operation of this collective agreement (Addendum I). The money so deducted shall be remitted in the same manner as Union dues are remitted under this Collective Agreement and within the same time frames. At the option of the Employer, the Employer may remit such monies directly to an account designated by the Council, under the same timings and conditions as are in force for submission to the Local Union.
- b) The monies deducted by the Employer for the Council check-off shall be deemed to be

in trust. Where the Employer chooses to remit the check-offs to the Union the same shall be remitted by the Employer and received by the Union in trust for the Council.

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

- 1) the name and social insurance number for each employee on whose behalf the deduction was made;
- 2) the number of hours worked;
- 3) the amount of money deducted;
- 4) the employee's trade union affiliation;
- 5) a nil return where applicable.

In making this report directly to the Council, the Employer may use his own computer or hand generated records or may 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.

ADDENDUM II

COMMERCIAL WORK

Definition

Commercial work is defined as all work falling under the jurisdiction of the Plasterer on sites not defined as Industrial. This work includes Commercial Spray Fire/Sound Proofing as defined as the application of such products as Monocoat and Fiber in a non-industrial situation.

For commercial work the following special provisions apply:

1. Foreman rate is \$2.00/hour above the regular rate of pay while supervising six (6) or more Plasterers.
2. Premium for swing stage and bosun chair is \$2.00/hour.
3. If the five (5) eight (8) hour days are being worked and one or more days of work are lost during that week due to inclement weather, the Employer may schedule Saturday as a make-up day. Hours worked on Saturday to be paid at straight time rates to a maximum 8 hours in the day or 40 hours in the week (except as noted in 4, below) after which overtime provisions apply. Employees shall not refuse to work the make-up day and the contractor shall not force an employee to work if said employee has a legitimate reason for not working. The Union and the Employer jointly shall determine whether or not the reason is legitimate.
4. For work done in Zone 2 and 3 as defined in Article 9.04 and 9.05 the forty (40) hours referred to in Article 7.06 is changed to forty-four (44) hours.
5. The Plasterer shall have with him at all times an adequate set of tools including: a level, snips, chalk-line, tape measure, float, hawk, two trowels, angle float, wash brush, pointer, putty knives, saw, hammer, scratch broom, stapler, and shall try to wear white clothing while working on the job. Employer supplies hardhat and safety glasses. Stainless steel and plastic trowels for acrylic applications to be originally supplied by the contractor and replaced when worn down and returned. The employee will be responsible for supplying these tools under all other circumstances.
6. This agreement is in full force and effect from April 19, 2007 through to and including April 30, 2011.

ADDENDUM III

SHOP WORK

Definition

Industrial shop work shall be defined as the application of industrial fireproofing coatings by the Employer, which is applied in the Employer's permanent shop and is not on a construction site and/or module assembly yard.

Shop Work Wage Rate

"Shop Rate" regular wages shall be ten percent (10%) less than the "Industrial Regular Wage Rate" for all classifications.

Rates shall be paid as per the Shop Rate Schedule.

Overtime for Shop Work shall be paid at 1 ½ times the regular rate of pay as per the Industrial overtime provisions in this Agreement unless otherwise stated.

All hours worked on Sunday shall be paid at 2 times (double) the regular shop rate.

Statutory Holidays

All work performed on statutory holidays (as listed in Article 11) shall be paid at double the regular rate of pay.

All other provisions of the "Industrial" terms and conditions of this Agreement shall apply to Shop Work.

SCHEDULE A

**SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS FOR
"INDUSTRIAL" WORK (WORK INCLUDED WITHIN ARTICLE 5.02)**

RATE SCHEDULE - INDUSTRIAL

| Effective Date | Base Wage | Hol. & Vac. Pay | H&W Fund | Pen. Fund | Training Fund | Total Wage |
|--|------------------|----------------------------|---------------------|------------------|----------------------|-------------------|
| <u>Journeyman</u> | | | | | | |
| Aug 19, 2007 | \$33.89 | \$3.39 | \$0.90 | \$4.75 | \$0.50 | \$43.43 |
| May 4, 2008 | \$35.43 | \$3.54 | \$0.90 | \$5.00 | \$0.60 | \$45.47 |
| May 3, 2009 | \$37.08 | \$3.71 | \$0.90 | \$5.00 | \$0.60 | \$47.29 |
| Nov 1, 2009 | \$38.03 | \$3.80 | \$1.00 | \$5.00 | \$0.60 | \$48.43 |
| May 1, 2010 | \$39.27 | \$3.92 | \$1.00 | \$5.00 | \$0.60 | \$49.79 |
| Oct 31, 2010 | \$40.10 | \$4.00 | \$1.00 | \$5.00 | \$0.60 | \$50.70 |
| <u>3rd Year App.</u> | | | | | | |
| Aug 19, 2007 | \$27.65 | \$2.77 | \$0.90 | \$3.54 | \$0.50 | \$35.36 |
| May 4, 2008 | \$28.88 | \$2.89 | \$0.90 | \$3.74 | \$0.60 | \$37.01 |
| May 3, 2009 | \$30.21 | \$3.02 | \$0.90 | \$3.74 | \$0.60 | \$38.47 |
| Nov 1, 2009 | \$30.95 | \$3.10 | \$1.00 | \$3.74 | \$0.60 | \$39.39 |
| May 1, 2010 | \$31.94 | \$3.19 | \$1.00 | \$3.74 | \$0.60 | \$40.48 |
| Oct 31, 2010 | \$32.60 | \$3.26 | \$1.00 | \$3.74 | \$0.60 | \$41.21 |
| <u>2nd Year App.</u> | | | | | | |
| Aug 19, 2007 | \$24.17 | \$2.42 | \$0.90 | \$3.37 | \$0.50 | \$31.36 |
| May 4, 2008 | \$25.21 | \$2.52 | \$0.90 | \$3.55 | \$0.60 | \$32.78 |
| May 3, 2009 | \$26.36 | \$2.64 | \$0.90 | \$3.55 | \$0.60 | \$34.05 |
| Nov 1, 2009 | \$27.00 | \$2.70 | \$1.00 | \$3.55 | \$0.60 | \$34.85 |
| May 1, 2010 | \$27.86 | \$2.79 | \$1.00 | \$3.55 | \$0.60 | \$35.80 |
| Oct 31, 2010 | \$28.45 | \$2.84 | \$1.00 | \$3.55 | \$0.60 | \$36.44 |
| <u>1st Year App.</u> | | | | | | |
| Aug 19, 2007 | \$20.83 | \$2.08 | \$0.90 | \$3.23 | \$0.50 | \$27.54 |
| May 4, 2008 | \$21.72 | \$2.17 | \$0.90 | \$3.38 | \$0.60 | \$28.77 |
| May 3, 2009 | \$22.71 | \$2.27 | \$0.90 | \$3.38 | \$0.60 | \$29.86 |
| Nov 1, 2009 | \$23.24 | \$2.32 | \$1.00 | \$3.38 | \$0.60 | \$30.54 |
| May 1, 2010 | \$23.97 | \$2.40 | \$1.00 | \$3.38 | \$0.60 | \$31.35 |
| Oct 31, 2010 | \$24.47 | \$2.45 | \$1.00 | \$3.38 | \$0.60 | \$31.90 |
| <u>Trainee</u> | | | | | | |
| Aug 19, 2007 | \$17.28 | \$1.73 | \$0.90 | \$3.12 | \$0.50 | \$23.53 |
| May 4, 2008 | \$18.00 | \$1.80 | \$0.90 | \$3.25 | \$0.60 | \$24.55 |
| May 3, 2009 | \$18.83 | \$1.88 | \$0.90 | \$3.25 | \$0.60 | \$25.46 |
| Nov 1, 2009 | \$19.25 | \$1.93 | \$1.00 | \$3.25 | \$0.60 | \$26.03 |
| May 1, 2010 | \$19.87 | \$1.99 | \$1.00 | \$3.25 | \$0.60 | \$26.71 |
| Oct 31, 2010 | \$20.29 | \$2.03 | \$1.00 | \$3.25 | \$0.60 | \$27.17 |

SCHEDULE B
SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS FOR
“COMMERCIAL” WORK (WORK INCLUDED WITHIN ARTICLE 5.02)

RATE SCHEDULE – COMMERCIAL

| | Effective Date | Base Wage | Hol. & Vac. Pay | H&W Fund | Pen. Fund | Training Fund | Total Wage |
|--|---------------------------|----------------------|--------------------------------|-------------------------|----------------------|--------------------------|-----------------------|
| <u>Journeyman</u> | | | | | | | |
| | Aug 19, 2007 | \$25.93 | \$2.59 | \$0.90 | \$3.00 | \$0.35 | \$32.77 |
| | May 4, 2008 | \$26.83 | \$2.68 | \$0.90 | \$3.25 | \$0.35 | \$34.01 |
| | May 3, 2009 | \$27.53 | \$2.75 | \$0.90 | \$3.50 | \$0.35 | \$35.03 |
| | Nov 1, 2009 | \$28.05 | \$2.81 | \$1.00 | \$3.50 | \$0.35 | \$35.71 |
| | May 1, 2010 | \$28.67 | \$2.87 | \$1.00 | \$3.50 | \$0.35 | \$36.39 |
| | Oct 31, 2010 | \$29.29 | \$2.93 | \$1.00 | \$3.50 | \$0.35 | \$37.07 |
| <u>3rd Year App.</u> | | | | | | | |
| | Aug 19, 2007 | \$20.78 | \$2.08 | \$0.90 | \$2.75 | \$0.35 | \$26.86 |
| | May 4, 2008 | \$21.69 | \$2.17 | \$0.90 | \$2.75 | \$0.35 | \$27.86 |
| | May 3, 2009 | \$22.44 | \$2.24 | \$0.90 | \$2.75 | \$0.35 | \$28.68 |
| | Nov 1, 2009 | \$22.84 | \$2.28 | \$1.00 | \$2.75 | \$0.35 | \$29.22 |
| | May 1, 2010 | \$23.33 | \$2.33 | \$1.00 | \$2.75 | \$0.35 | \$29.76 |
| | Oct 31, 2010 | \$23.82 | \$2.38 | \$1.00 | \$2.75 | \$0.35 | \$30.30 |
| <u>2nd Year App.</u> | | | | | | | |
| | Aug 19, 2007 | \$18.02 | \$1.80 | \$0.90 | \$2.75 | \$0.35 | \$23.82 |
| | May 4, 2008 | \$18.80 | \$1.88 | \$0.90 | \$2.75 | \$0.35 | \$24.68 |
| | May 3, 2009 | \$19.45 | \$1.94 | \$0.90 | \$2.75 | \$0.35 | \$25.39 |
| | Nov 1, 2009 | \$19.79 | \$1.98 | \$1.00 | \$2.75 | \$0.35 | \$25.87 |
| | May 1, 2010 | \$20.23 | \$2.02 | \$1.00 | \$2.75 | \$0.35 | \$26.35 |
| | Oct 31, 2010 | \$20.66 | \$2.07 | \$1.00 | \$2.75 | \$0.35 | \$26.83 |
| <u>1st Year App.</u> | | | | | | | |
| | Aug 19, 2007 | \$15.39 | \$1.54 | \$0.90 | \$2.75 | \$0.35 | \$20.93 |
| | May 4, 2008 | \$16.06 | \$1.61 | \$0.90 | \$2.75 | \$0.35 | \$21.67 |
| | May 3, 2009 | \$16.62 | \$1.66 | \$0.90 | \$2.75 | \$0.35 | \$22.28 |
| | Nov 1, 2009 | \$16.90 | \$1.69 | \$1.00 | \$2.75 | \$0.35 | \$22.69 |
| | May 1, 2010 | \$17.27 | \$1.73 | \$1.00 | \$2.75 | \$0.35 | \$23.10 |
| | Oct 31, 2010 | \$17.65 | \$1.76 | \$1.00 | \$2.75 | \$0.35 | \$23.51 |
| <u>Trainee</u> | | | | | | | |
| | Aug 19, 2007 | \$12.60 | \$1.26 | \$0.90 | \$2.75 | \$0.35 | \$17.86 |
| | May 4, 2008 | \$13.16 | \$1.32 | \$0.90 | \$2.75 | \$0.35 | \$18.48 |
| | May 3, 2009 | \$13.63 | \$1.36 | \$0.90 | \$2.75 | \$0.35 | \$18.99 |
| | Nov 1, 2009 | \$13.84 | \$1.39 | \$1.00 | \$2.75 | \$0.35 | \$19.33 |
| | May 1, 2010 | \$14.15 | \$1.42 | \$1.00 | \$2.75 | \$0.35 | \$19.67 |
| | Oct 31, 2010 | \$14.46 | \$1.45 | \$1.00 | \$2.75 | \$0.35 | \$20.01 |

SCHEDULE "C" – SHOP RATES

| | Effective Date | Base Wage | Hol. & Vac. Pay | H&W Fund | Pen. Fund | Training Fund | Total Wage |
|---------------------------------------|-----------------------|---------------------|----------------------------|---------------------|--------------------|----------------------|---------------------|
| Journeyman | Current | \$29.04 (\$1.46) | \$2.90 (\$0.15) | \$0.90 | \$4.00 (\$0.75) | \$0.35 (\$0.15) | \$37.19 (\$2.51) |
| | Aug 19, 2007 | \$30.50 | \$3.05 | \$0.90 | \$4.75 | \$0.50 | \$39.70 |
| | May 4, 2008 | \$31.89 | \$3.19 | \$0.90 | \$5.00 | \$0.60 | \$41.58 |
| | May 3, 2009 | \$33.37 | \$3.33 | \$0.90 | \$5.00 | \$0.60 | \$43.20 |
| | Nov 1, 2009 | \$34.23 | \$3.42 | \$1.00 | \$5.00 | \$0.60 | \$44.25 |
| | May 1, 2010 | \$35.34 | \$3.53 | \$1.00 | \$5.00 | \$0.60 | \$45.47 |
| | Oct 31, 2010 | \$36.09 | \$3.61 | \$1.00 | \$5.00 | \$0.60 | \$46.30 |
| 3rd Year Apprentice | Current | \$23.84 (\$1.04) | \$2.38 (\$0.11) | \$0.90 | \$2.88 (\$0.66) | \$0.35 (\$0.15) | \$30.35 (\$1.96) |
| | Aug 19, 2007 | \$24.88 | \$2.49 | \$0.90 | \$3.54 | \$0.50 | \$32.31 |
| | May 4, 2008 | \$25.98 | \$2.60 | \$0.90 | \$3.74 | \$0.60 | \$33.82 |
| | May 3, 2009 | \$27.18 | \$2.72 | \$0.90 | \$3.74 | \$0.60 | \$35.14 |
| | Nov 1, 2009 | \$27.85 | \$2.79 | \$1.00 | \$3.74 | \$0.60 | \$35.98 |
| | May 1, 2010 | \$28.74 | \$2.87 | \$1.00 | \$3.74 | \$0.60 | \$36.95 |
| | Oct 31, 2010 | \$29.33 | \$2.93 | \$1.00 | \$3.74 | \$0.60 | \$37.60 |
| 2nd Year Apprentice | Current | \$20.82 (\$0.93) | \$2.08 (\$0.10) | \$0.90 | \$2.84 (\$0.53) | \$0.35 (\$0.15) | \$26.99 (\$1.71) |
| | Aug 19, 2007 | \$21.75 | \$2.18 | \$0.90 | \$3.37 | \$0.50 | \$28.70 |
| | May 4, 2008 | \$22.69 | \$2.27 | \$0.90 | \$3.55 | \$0.60 | \$30.01 |
| | May 3, 2009 | \$23.72 | \$2.37 | \$0.90 | \$3.55 | \$0.60 | \$31.14 |
| | Nov 1, 2009 | \$24.30 | \$2.43 | \$1.00 | \$3.55 | \$0.60 | \$31.88 |
| | May 1, 2010 | \$25.07 | \$2.51 | \$1.00 | \$3.55 | \$0.60 | \$32.73 |
| | Oct 31, 2010 | \$25.61 | \$2.56 | \$1.00 | \$3.55 | \$0.60 | \$33.32 |
| 1st Year Apprentice | Current | \$17.80 (\$0.94) | \$1.78 (\$0.09) | \$0.90 | \$2.78 (\$0.45) | \$0.35 (\$0.15) | \$23.61 (\$1.63) |
| | Aug 19, 2007 | \$18.74 | \$1.87 | \$0.90 | \$3.23 | \$0.50 | \$25.24 |
| | May 4, 2008 | \$19.55 | \$1.96 | \$0.90 | \$3.38 | \$0.60 | \$26.39 |
| | May 3, 2009 | \$20.44 | \$2.04 | \$0.90 | \$3.38 | \$0.60 | \$27.36 |
| | Nov 1, 2009 | \$20.92 | \$2.09 | \$1.00 | \$3.38 | \$0.60 | \$27.99 |
| | May 1, 2010 | \$21.57 | \$2.16 | \$1.00 | \$3.38 | \$0.60 | \$28.71 |
| | Oct 31, 2010 | \$22.02 | \$2.20 | \$1.00 | \$3.38 | \$0.60 | \$29.20 |
| Trainee | Current | \$14.85 (\$0.70) | \$1.49 (\$0.07) | \$0.90 | \$2.74 (\$0.48) | \$0.35 (\$0.15) | \$20.33 (\$1.29) |
| | Aug 19, 2007 | \$15.55 | \$1.55 | \$0.90 | \$3.12 | \$0.50 | \$21.62 |
| | May 4, 2008 | \$16.20 | \$1.62 | \$0.90 | \$3.25 | \$0.60 | \$22.57 |
| | May 3, 2009 | \$16.95 | \$1.70 | \$0.90 | \$3.25 | \$0.60 | \$23.40 |
| | Nov 1, 2009 | \$17.32 | \$1.73 | \$1.00 | \$3.25 | \$0.60 | \$23.90 |
| | May 1, 2010 | \$17.88 | \$1.79 | \$1.00 | \$3.25 | \$0.60 | \$24.52 |
| | Oct 31, 2010 | \$18.26 | \$1.83 | \$1.00 | \$3.25 | \$0.60 | \$24.94 |

SIGNING PAGE

**Collective Agreement for the Plastering Trade Jurisdiction of the General sector of the
Province of Alberta Registration #44**

IN WITNESS WHEREOF, The Parties have hereto set their hands and seal this
_____ day of _____, 2007.

Signed on Behalf of the Registered Employers Organization:

ALBERTA WALL and CEILING ASSOCIATION

_____ Witness: _____

Signed on Behalf of the Union:

OPERATIVE PLASTERERS' and CEMENT MASONS' INTERNATIONAL
ASSOCIATION of the UNITED STATES and CANADA LOCAL 222

_____ Witness: _____