

FABRICATION

&

MANUFACTURING

COLLECTIVE AGREEMENT

2004 - 2008

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THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2004

BY AND BETWEEN:

**ABRAXUS CONSTRUCTION GROUP INC.
5710 - 17 Street
Edmonton, AB
T6P 1S4**

(HEREINAFTER REFERRED TO AS THE 'EMPLOYER')

- and -

**THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED
STATES AND CANADA, LOCAL UNION # 488, EDMONTON, ALBERTA**

(HEREINAFTER REFERRED TO AS THE 'UNION')

- Clause 1 **WHEREAS**, the Employer is engaged in the permanent, Commercial Fabrication and Manufacturing Industry and in the performance of such work requires the services of competent, skilled and qualified Building Trades and Metal Trades Journeymen and Apprentices, and,
- Clause 2 **WHEREAS**, The Union is affiliated with the American Federation of Labour - Congress of Industrial Organizations and Canadian Federation of Labour, and has in its membership competent, skilled and qualified persons to perform such work, and,
- Clause 3 **WHEREAS**, the Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for Employees employed in the Commercial Fabrication and Manufacturing Industry, to the end that a satisfactory, continuous and harmonious labour relationship will exist between the parties to this Agreement.
- Clause 4 **NOW THEREFORE**, the Undersigned Parties to this Agreement in consideration of the premises and covenants herein contained mutually agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees engaged in commercial fabricating and manufacturing in the employ of the Employer within the area jurisdiction of the Union with regard to wages, hours and other terms and conditions of employment, on any, and all work described in Article 2 of this Agreement.

The jurisdictional area in the Province of Alberta shall be defined as that portion of the Province of Alberta North of Parallel 52:15, which is the parallel of latitude running east and west through the City of Red Deer.

- 1.02 It is jointly agreed by both parties that the fabricating and manufacturing to be done in the facility covered by this Agreement is of a commercial nature and that to ensure continuity of jobs and production there will be no strikes or lockouts during the term of this Agreement.

ARTICLE 2 - SCOPE OF AGREEMENT

- 2.01 All wages and working conditions hereunder shall be effective on all work of the following nature performed in the Employers fabricating and manufacturing shop, viz: the handling, fabricating, assembling, rigging of all pipe formations whether metallic or non-metallic, fabrication of vessels, tanks and supports within the piping systems, pump or compressor bases, skid mounted and modular type units and all component parts thereof, instrument fitting, gas fitting, all heat treating and stress relieving of vessels and pipe, all welding, tacking and burning connected with the above, moving of all materials to various points of processing, sandblasting, grinding, painting, pipe wrapping, marking of materials for shipping and identification, operating all machinery, trucks, hoists and cranes, tool room and stock room duties bending, racking materials, loading and testing of all fabricated and manufactured products relative to the permanent commercial fabricating and manufacturing shop as covered by this Agreement.

ARTICLE 3 - BARGAINING UNIT DESCRIPTION

- 3.01 This Agreement as set forth hereunder shall cover all Employees when employed in the permanent commercial manufacturing and fabricating shop excluding professional, technical, office and clerical, janitorial, security and construction Employees.

ARTICLE 4 - UNION SECURITY

- 4.01 Only members of the Union in good standing shall be employed to undertake work defined under the terms of this Agreement.

All Employees in the bargaining unit at the date of signing this Agreement and all Employees engaged thereafter shall, as a condition of employment, apply to become members of the Union within thirty (30) days and maintain membership in good standing with the Union.

- 4.02 It is understood and agreed that as a condition of employment all Employees covered by this Agreement shall be required to pay the Union monthly, an amount equal to full membership dues in each respective classification. The Employer agrees, upon receipt of a signed authorization from the Employee,

to deduct from each Employee, coming within the scope of this Agreement, from the first pay period of each month, monthly union dues, in the amount prescribed by the Local Union, and to forward such monies on or before the 15th day of the following month for which such deduction was made, to the Union offices.

- 4.03
- (a) The Employer further agrees to deduct all back dues/or initiation fees as evidenced by a signed authorization from any Employee covered by this Agreement and to forward such monies to the Union offices as provided for in Clause 4.02.
 - (b) The Employer shall deduct five cents (5¢) per hour earned from the wages of the Employee as a check-off to defray the Union's costs to the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council. Such deduction shall be paid for each and every Employee covered by the terms and conditions of this Collective Agreement. The monies so deducted shall be remitted in the same manner as Union Dues are remitted under this Collective Agreement, and within the same time frames. All such hourly remittances received from the Employer shall be deemed to be held in trust by the Union.
 - (c) In any event the Employer shall report to the Council, either as part of the Employer's 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.

- (d) The above deductions shall be remitted promptly by the 15th day of the following month, to the Local Union. Each remittance shall be accompanied by a list showing the name and social insurance number of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction and for the field dues in Clause 6.02 (b) the figure on which the deduction was based.
 - (e) The sums deducted shall and shall be deemed to be held in trust and as such, these sums shall and shall be deemed to be held separate and apart from the Employer's own funds.
- 4.04 Authorized representatives of the Union shall have access to the shops where Employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employees or cause them to neglect their work, and further provided such Union representative complies with the

Employers safety and security regulations. The Union representative shall, before proceeding about his business, notify the senior representative of the Employer in the shop of his presence.

- 4.05 Where in the opinion of the Union, a Job Steward is deemed necessary, the Steward shall be a working Journeyman appointed by the Business Manager of the Union or his representative who shall, in addition to his work as a Journeyman, be permitted to perform, during working hours, such of his Union duties as cannot be performed at other times, including those duties assigned to him by the Business Manager or Agent.
- 4.06 It is further understood and agreed that the Job Steward's duties shall be performed as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable time for the performance of such duties.
- 4.07 The Union shall notify the Employer, by letter, of the name of the Job Steward, or of any replacement of same.
- 4.08 Providing he/she is qualified to perform the job required, the Steward shall be one of the last five (5) Employees remaining on the job within the scope of this Agreement. In the event that the Job Steward is not one of the last five (5) Employees to be laid off there shall be consultation with the Business Representative to discuss the reasons for such a lay-off.
- 4.09 An Employee(s) shall have the right to refuse to work overtime, except where the Employer has provided notice of his intention to work overtime in the day preceding the day the overtime is scheduled to be worked. Where any individual Union member has not advised they will be unavailable for overtime on the following day, then they shall be expected to work such overtime. Where the Employee(s) has complied with above stated provisions then no Employer shall penalize or discriminate against them in any way for exercising this right. It is a violation of this Collective Agreement for Employees to act in concert to refuse to work overtime.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Subject only to the limits which are set forth in this Agreement, the Union recognizes the right of the Employer to the management of its shop and the direction of the working forces, including the right to select, hire, promote, transfer, 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.

ARTICLE 6 - HIRING AND TERMINATION PROCEDURES

The Employer agrees to engage Employees through the services of the Union office in accordance with the following procedures:

- 6.01 The Employer retains the ability to select by 'name hire' from the list of available unemployed members registered in the Union Office for all core Employees. The numbers representing such core Employees shall be negotiated between the Employer and the Union and shall be attached as a separate Letter of Understanding for each Fabrication Facility.

All Employees dispatched beyond the core group of Employees shall be hired on a 50% name hire/50% list hire basis. All such additional hiring shall remain at a ratio of one name hire for each list hired Employee.

- 6.02 Except as provided for in Clause 6.03, the Employer agrees not to engage any person until clearance is given by the Union office or a dispatch slip from the Union office is presented.
- 6.03 Where the Employer has requested the Union office to furnish workmen to perform work within the scope of this Agreement, and the required number of workmen are not furnished within two (2) working days, after the date for which the workmen are requested, the Employer shall have the right to procure the required number of workmen who are eligible to join the Union from other sources. Such workmen are to obtain a dispatch slip from the Union before being hired. In such circumstances clearance from the Union will not be withheld.
- 6.04 The Union agrees to furnish competent workmen to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of such applicants and shall have the right to reject any applicant or to discharge any Employee for just and sufficient cause. The Employer shall not discriminate against any Employee by reason of his membership in the Union or his participation in its lawful activities.
- 6.05 In reducing the number of Employees, members of the Union shall be the last to be laid off.
- 6.06 The Employer and the Union agree that there will be no discrimination against any Employee for reason of age, sex, race, color or creed.
- 6.07 The Union agrees to facilitate any practical upgrading courses that may be required by the Employer in order to ensure the highest levels of competency training respecting work within the Fabrication Industry.

ARTICLE 7 - HOURS OF WORK

- 7.01 (a) The maximum of eight (8) hours shall constitute a normal day's work beginning at 7:00 AM and ending by 3:30 PM except where a one hour lunch break is mutually agreed, in which case the normal day will end at 4:00 PM.

The normal work week shall be forty (40) hours per week commencing Monday at 7:00 AM and ending Friday at 3:30 PM

- (b) The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at his option.
- (c) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period unless varied by mutual consent between the Employer and the Union. Such consent will not be unreasonably withheld.

- 7.02 It is agreed that all work must commence promptly at the agreed specified hours and also terminate at the agreed specified hours, as outlined in this Agreement, with the exception that a negotiated change of starting and finishing time to co-ordinate with conditions in an individual shop may be agreed upon between the Employer and the Business Manager of the Union.
- 7.03 The Employees shall be permitted a ten (10) minute rest break once in the first half and once in the second half of each eight (8) hour shift, when ten (10) hour shifts are worked each rest break will be fifteen (15) minutes.
- 7.04 Notwithstanding the provisions of Clause 7.01 above, the Union and the Employer recognize that certain circumstances may merit a change to the hours of work contained herein and in recognition of such a need the parties hereto agree that Clause 7.01, may be modified, altered, or amended to conform to conditions in an individual shop. These conditions may be situations that would be amendable to a compressed work week, flex-time, and without restricting the generality of the foregoing, hours of work that would maximize productivity together with providing an increase in the quality of work life for members of the Union.

It is understood and agreed that in order to modify the hours of work contained in Clause 7.01 above, the Employer shall make application to the Union and with the mutual agreement of the parties there shall be set down in writing a Memorandum of Agreement which will replace Clause 7.01 which then will become the hours of work for that particular shop. It is further understood and agreed that in the event of a Memorandum of Agreement being settled as is hereinbefore provided, that any change to the hours of work shall be put into effect for a minimum period of at least four (4) weeks, as it is not the intention of the parties hereto to change the hours of work for a brief period to negate overtime that would be otherwise earned, but to be mutually beneficial to members of the Union and to the Employer.

ARTICLE 8 - OVERTIME AND SHIFTS

- 8.01 (a) The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one half (1½) times the applicable rate of pay.
- (b) Except as may be provided for in Article 23 all other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.
- 8.02 Except as may be provided for in Article 23 all hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.
- 8.03 Shift work may be performed at the option of the Employer, however, when shift work is performed, at least two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must be worked for at least two (2) consecutive regular working days. Should each of the shifts outlined above not continue for a period of two (2) consecutive regular working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this Agreement.

- 8.04 No Employee shall be permitted to work two (2) consecutive shifts. If the Employee is required to return to work before an eight (8) hour break occurs, he shall be paid two (2) times the normal rate until such time as an eight (8) hour break occurs. If the eight (8) hour break interferes with the Employee(s) next regular day, the Employee shall receive not less than 8 hours pay for the next regular day worked.
- 8.05 The second shift commencing at any time between 3:00 PM and 8:00 PM shall work eight (8) hours. The hourly rate for Employees on the second shift shall be \$2.00 per hour greater than their applicable daytime rate of pay.
- 8.06 A third shift may be worked where extenuating circumstances exist. The third shift hours and the conditions of work will be mutually agreed to by the Employer and the Union Business Manager or his representative.
- 8.07 Where welders are required to take tests, they shall be paid the applicable rate while taking such tests. Costs of the test are to be borne by the Employer. A welder who fails the root portion of the welding test shall be paid a maximum of two (2) hours, for any specific test failed.

ARTICLE 9 - STATUTORY HOLIDAYS

- 9.01 All work performed on Saturday, Sunday and the following recognized holidays shall be paid for at the rate of double time plus any applicable shift premium as follows:

New Years Day	Thanksgiving Day
Dominion Day	Remembrance Day
Good Friday	Victoria Day
Edmonton (August Civic Holiday)	Christmas Day
Boxing Day	Labour Day
Family Day	

Should any of the above holidays fall on Saturday or Sunday, the following Monday will be observed. When Christmas Day fall on a Saturday or Sunday, the following Monday and Tuesday will be observed, or alternately by mutual consent of the parties the preceding Friday and the following Monday shall be observed. Should New Years Day fall on a Saturday or Sunday the following Monday shall be observed or with mutual consent of the parties the preceding Friday may be observed.

Should the Government of Alberta discontinue recognition of the Family Day holiday, it shall be removed from the above list. Should this holiday be changed to a Saturday or Sunday it will continue to be recognized in this Agreement with the following Monday observed as the holiday. If the status of this holiday changes as a result of the construction bargaining, (1995/7 period) pursuant to Registration Certificate #27, this Agreement will be changed accordingly.

No work shall be performed on Labour Day except for the preservation of life or imminent danger to property.

- 9.02 In lieu of pay for the above recognized holidays, the Employer shall pay an additional four percent (4%) to the Employee's total hourly earnings each week including overtime hours and premium hours.
- 9.03 Employees annual Vacation Pay shall be six percent (6%) of the Employee's total hourly earnings. Such total hourly earnings shall be deemed to include straight time hours, overtime hours, and premium time hours, and shall be paid each pay period with the Employee's regular pay.

ARTICLE TEN - CLASSIFICATIONS AND WAGE RATES

10.01 Wage Rates and Other Monetary Conditions

The wage schedule effective on signing of this Collective Agreement will be adjusted to mirror the wage rates and other applicable monetary conditions contained in the Industrial Wage Schedule for Local Union #488 of the Registered Mechanical Plumbers and Pipe Fitters Construction Collective Agreement (Registration Certificate #27) as amended from time to time during the term of this Collective Agreement. The adjustment to the wage rates and other monetary conditions shall take effect at the same time as they are set to take effect within the above-named Construction Agreement. For those classifications within this Agreement for which there is no comparable classification in the Construction Agreement, the rate shall be established on a pro-rata basis to the Construction Journeyman rates.

In the event the gross wage rate in that Agreement differs from those contained in this Agreement, this Agreement will be amended, effective at the effective date of that Registration Industrial Construction Agreement. In the event the gross wage rate contained in that Agreement is less than the gross wage rates contained in this Agreement, no overpayment will be sought for wages paid prior to the effective date of adjustment for this Agreement.

Effective Date	Base Rate (A)	MERF Fund (B)	Vac. Pay & S.H.P. (C)	Health & Welfare (D)	Pension (E)	Training (F)	Supp. Ben. (G)	Total (H)
GENERAL FOREMAN								
CURRENT	\$37.04	\$0.40	\$3.70	\$1.71	\$4.96	\$0.45	\$0.05	\$48.31
May 3, 2004	\$38.13	\$0.40	\$3.81	\$1.71	\$5.21	\$0.45	\$0.10	\$49.81
May 2, 2005	\$38.58	\$0.40	\$3.86	\$1.71	\$5.21	\$0.45	\$0.10	\$50.31
Oct 31, 2005	\$38.99	\$0.40	\$3.90	\$1.71	\$5.21	\$0.50	\$0.10	\$50.81
May 1, 2006	\$39.45	\$0.20	\$3.94	\$1.71	\$5.41	\$0.50	\$0.10	\$51.31
Oct 30, 2006	\$40.13	\$0.20	\$4.01	\$1.71	\$5.41	\$0.50	\$0.10	\$52.06
FOREMAN								
CURRENT	\$35.04	\$0.40	\$3.50	\$1.71	\$4.96	\$0.45	\$0.05	\$46.11
May 3, 2004	\$36.13	\$0.40	\$3.61	\$1.71	\$5.21	\$0.45	\$0.10	\$47.61
May 2, 2005	\$36.58	\$0.40	\$3.66	\$1.71	\$5.21	\$0.45	\$0.10	\$48.11
Oct 31, 2005	\$36.99	\$0.40	\$3.70	\$1.71	\$5.21	\$0.50	\$0.10	\$48.61
May 1, 2006	\$37.45	\$0.20	\$3.74	\$1.71	\$5.41	\$0.50	\$0.10	\$49.11
Oct 30, 2006	\$38.13	\$0.20	\$3.81	\$1.71	\$5.41	\$0.50	\$0.10	\$49.86

JOURNEYMAN

CURRENT	\$30.54	\$0.40	\$3.05	\$1.71	\$4.96	\$0.45	\$0.05	\$41.16
May 3, 2004	\$31.63	\$0.40	\$3.16	\$1.71	\$5.21	\$0.45	\$0.10	\$42.66
May 2, 2005	\$32.08	\$0.40	\$3.21	\$1.71	\$5.21	\$0.45	\$0.10	\$43.16
Oct 31, 2005	\$32.49	\$0.40	\$3.25	\$1.71	\$5.21	\$0.50	\$0.10	\$43.66
May 1, 2006	\$32.95	\$0.20	\$3.29	\$1.71	\$5.41	\$0.50	\$0.10	\$44.16
Oct 30, 2006	\$33.63	\$0.20	\$3.36	\$1.71	\$5.41	\$0.50	\$0.10	\$44.91

4TH YEAR

CURRENT	\$24.35	\$0.40	\$2.43	\$1.71	\$4.96	\$0.45	\$0.05	\$34.35
May 3, 2004	\$25.22	\$0.40	\$2.52	\$1.71	\$5.21	\$0.45	\$0.10	\$35.61
May 2, 2005	\$25.59	\$0.40	\$2.56	\$1.71	\$5.21	\$0.45	\$0.10	\$36.02
Oct 31, 2005	\$25.91	\$0.40	\$2.59	\$1.71	\$5.21	\$0.50	\$0.10	\$36.42
May 1, 2006	\$26.32	\$0.20	\$2.63	\$1.71	\$5.41	\$0.50	\$0.10	\$36.87
Oct 30, 2006	\$26.86	\$0.20	\$2.69	\$1.71	\$5.41	\$0.50	\$0.10	\$37.47

3RD YEAR

CURRENT	\$21.25	\$0.40	\$2.13	\$1.71	\$4.96	\$0.45	\$0.05	\$30.95
May 3, 2004	\$22.02	\$0.40	\$2.20	\$1.71	\$5.21	\$0.45	\$0.10	\$32.09
May 2, 2005	\$22.34	\$0.40	\$2.23	\$1.71	\$5.21	\$0.45	\$0.10	\$32.44
Oct 31, 2005	\$22.62	\$0.40	\$2.26	\$1.71	\$5.21	\$0.50	\$0.10	\$32.80
May 1, 2006	\$23.00	\$0.20	\$2.30	\$1.71	\$5.41	\$0.50	\$0.10	\$33.22
Oct 30, 2006	\$23.48	\$0.20	\$2.35	\$1.71	\$5.41	\$0.50	\$0.10	\$33.75

2ND YEAR

CURRENT	\$18.16	\$0.40	\$1.82	\$1.71	\$4.96	\$0.45	\$0.05	\$27.55
May 3, 2004	\$18.82	\$0.40	\$1.88	\$1.71	\$5.21	\$0.45	\$0.10	\$28.57
May 2, 2005	\$19.09	\$0.40	\$1.91	\$1.71	\$5.21	\$0.45	\$0.10	\$28.87
Oct 31, 2005	\$19.33	\$0.40	\$1.93	\$1.71	\$5.21	\$0.50	\$0.10	\$29.18
May 1, 2006	\$19.69	\$0.20	\$1.97	\$1.71	\$5.41	\$0.50	\$0.10	\$29.58
Oct 30, 2006	\$20.10	\$0.20	\$2.01	\$1.71	\$5.41	\$0.50	\$0.10	\$30.03

1ST YEAR

CURRENT	\$15.07	\$0.40	\$1.51	\$1.71	\$4.96	\$0.45	\$0.05	\$24.15
May 3, 2004	\$15.61	\$0.40	\$1.56	\$1.71	\$5.21	\$0.45	\$0.10	\$25.04
May 2, 2005	\$15.84	\$0.40	\$1.58	\$1.71	\$5.21	\$0.45	\$0.10	\$25.29
Oct 31, 2005	\$16.05	\$0.40	\$1.60	\$1.71	\$5.21	\$0.50	\$0.10	\$25.57
May 1, 2006	\$16.37	\$0.20	\$1.64	\$1.71	\$5.41	\$0.50	\$0.10	\$25.93
Oct 30, 2006	\$16.71	\$0.20	\$1.67	\$1.71	\$5.41	\$0.50	\$0.10	\$26.30

JOURNEYMAN WELDER (NO 'B' TICKET)

CURRENT	\$21.25	\$0.40	\$2.13	\$1.71	\$4.96	\$0.45	\$0.05	\$30.95
May 3, 2004	\$22.02	\$0.40	\$2.20	\$1.71	\$5.21	\$0.45	\$0.10	\$32.09
May 2, 2005	\$22.34	\$0.40	\$2.23	\$1.71	\$5.21	\$0.45	\$0.10	\$32.44
Oct 31, 2005	\$22.62	\$0.40	\$2.26	\$1.71	\$5.21	\$0.50	\$0.10	\$32.80
May 1, 2006	\$23.00	\$0.20	\$2.30	\$1.71	\$5.41	\$0.50	\$0.10	\$33.22
Oct 30, 2006	\$23.48	\$0.20	\$2.35	\$1.71	\$5.41	\$0.50	\$0.10	\$33.75

METAL TRADES JOURNEYMAN

CURRENT	\$19.71	\$0.40	\$1.97	\$1.71	\$4.96	\$0.45	\$0.05	\$29.25
May 3, 2004	\$20.42	\$0.40	\$2.04	\$1.71	\$5.21	\$0.45	\$0.10	\$30.33
May 2, 2005	\$20.71	\$0.40	\$2.07	\$1.71	\$5.21	\$0.45	\$0.10	\$30.65
Oct 31, 2005	\$20.98	\$0.40	\$2.10	\$1.71	\$5.21	\$0.50	\$0.10	\$31.00
May 1, 2006	\$21.34	\$0.20	\$2.13	\$1.71	\$5.41	\$0.50	\$0.10	\$31.39
Oct 30, 2006	\$21.79	\$0.20	\$2.18	\$1.71	\$5.41	\$0.50	\$0.10	\$31.89

- (1) Calculate the 'MERF' contributions on *hours earned*
- (2) Monthly Union Dues = 3x column A (maximum Journeyman Rate)
- (3) ABTC dues of 5¢ per hour earned to be deducted from wages and remitted at same time and in same manner as Union dues.

- 10.02 The Employer agrees that all work in the fabrication facility directly connected with the making of bends, the fabrication of piping assemblies, pipe formationsX and the assembly of the United Association's work on packaged units shall be performed by Building Trades Journeymen and Apprentices at the wage rates stated in Clause 10.01 of this Article.
- 10.03 The selection of Shop Foremen (General Foremen & Foremen) shall rest solely with the Employer, but the ratio of Employees to Foremen shall not exceed twenty (20) Employees to one Foreman. The wage rate of a Foreman and General Foreman shall be in accordance with the wage schedule in 10.01.
- 10.04 'General Foreman' are required for supervision and should not be working with the tools of the trade.
- 10.05 Only Building Trades Journeymen shall be elevated to Foreman or General Foreman positions and the recognized chain of command shall be General Foreman to Foreman, Foreman to Journeyman and Apprentices, for the purpose of issuing instructions.
- 10.06 Pay day shall be once each week and not more than five (5) days pay may be held back, unless other arrangements are made between the Employer and the Union. Employees are to be paid before the end of their regular shift except when they are required to work a second or third shift on Friday, in which case they shall be paid on the preceding Thursday.

When Employees are laid off or discharged for cause and where the Employer does not have a pay office establishment at his fabrication and manufacturing facility, the Employer shall mail the Employee's wages to his last known address without undue delay. Where a payroll office is established then such Employees shall receive the wages due them at the time of lay-off or discharge and be given their Record of Employment, Apprenticeship Book, or other employment documentation as may be applicable.

When an Employee voluntarily terminates his employment, the Employer will mail his wages to his last known address without undue delay but no later than the next regular pay day.

In all cases the Employee's final pay will be accompanied by a copy of the Employee's termination slip, Record of Employment, Apprenticeship Book, or other employment documentation as may be applicable.

- 10.07 The Employer agrees to provide each pay period, a complete statement for each Employee, showing dates of payroll period covered, social insurance number, and showing separate totals of the following:
- (1) Straight time hours paid
 - (2) Overtime hours paid
 - (3) Shift premium paid
 - (4) Statutory Holiday Pay
 - (5) Vacation Pay
- 10.08 The Employer shall further provide each Employee with a statement of his earnings for each pay period showing all amounts deducted.
- 10.09 Statutory Holiday pay and Vacation pay shall be paid to each Employee every pay period.
- 10.10 The Employer shall determine the number of Apprentices required. However, Apprentices shall not be employed to exceed the ratio set out in the Manpower Development Act of Alberta or any successor enactment.
- 10.11 Any Journeymen 'B' Pressure Welder holding valid qualifications for two or more welding processes, employed by the Employer for the full month previous to the date the allowance is due (January 1st, April 1st, July 1st, October 1st) will receive an allowance of twenty-five dollars (\$25.00) payable every three months commencing April 1st, 2002 providing they maintain their qualifications.

ARTICLE 11 - SHOW UP OR REPORTING TIME

- 11.01 Two (2) hours at the applicable rate will be paid when the Employee reports on time for work and is not put to work and has not been previously notified that there will be no work for him. Notification to the Employee may be verbal, by registered letter, special delivery or by telephone. It shall be the responsibility of each Employee to keep current and up to date with the Employer, his correct record of residence, address, and telephone number.
- 11.02 Show up time will not be paid when an Employee reports for work at a time other than when he is regularly scheduled to work unless specifically instructed by the Employer to do so, or when a reporting Employee refuses to perform substitute work when his regular work or job is shut down.

ARTICLE 12 - WORKING RULES

- 12.01 The Union agrees to the premise of a fair day's work for a fair day's pay.

- 12.02 There shall be no restriction on the use of machinery, tools, or methods of application in the shop in connection with manufacturing and fabrication or work coming under the scope of this Agreement.
- 12.03 Where Employees are required to work in excess of ten (10) hours in a single shift, they shall be provided immediately after ten (10) hours, with a suitable meal (hot where possible) and every four (4) hours thereafter until the shift is ended. The cost of the meal(s) and the time consuming same shall be paid for at the straight time rates contained in this Agreement, to a maximum of one half (½) hour in duration.
- Under no circumstances shall any form of payment be made to the Employee in lieu of the Employer providing such meals unless prior agreement has been reached between the Employer and the Business Manager of the Union or his representative.
- 12.04 A Building Trades Journeyman shall be considered to be a Journeyman with the necessary qualifications to perform any work covered by this Agreement, and must possess a valid Provincial Certificate.
- 12.05 Leather gauntlet type gloves, adequate for the type of work being performed, will be supplied to all Employees. Gloves shall be issued when an Employee commences employment and for replacement, old gloves must be returned or the Employee will be charged the replacement cost.
- 12.06 All tools and equipment shall be furnished by the Employer. Employees shall take every reasonable precaution to prevent loss or damage to tools and equipment furnished by the Employer and failure to do so will be deemed sufficient cause for discharge.
- 12.07 Notwithstanding any portion of the Agreement to the contrary, the Employer reserves the right to employ persons possessing special skills or equipment needed in the fabrication or manufacturing of anything produced in the shop or in the maintenance of the shop building or any of the equipment therein. It is understood this privilege will be used only when necessary and only when such special skills or equipment are not normally possessed by the members of the Union. In the event the above skilled individuals are required by the Employer, mutual agreement shall be reached by both parties prior to the work commencing.
- 12.08 Adequate parking shall be provided for all Employees covered by this Agreement.
- 12.09 Proper wash facilities and change rooms shall be provided by the Employer for all Employees and five (5) minutes at the end of the shift will be allowed for Employees to wash up and change.

ARTICLE 13 - HEALTH & SAFETY

- 13.01 The Employer agrees to provide all protective clothing and equipment in accordance with the Occupational Health and Safety Act at no cost to the Employee.

- 13.02 First aid equipment in keeping with the requirements of the Occupational Health & Safety Act shall be provided by the Employer and a person experienced in First Aid shall be available at all times. It being to our mutual advantage to keep down the number and severity of accidents, a safety program will be maintained by the Employer. The Union shall approve one of its members to act on the Safety Committee and failure to observe these rules may be deemed sufficient cause for discharge.
- 13.03 The Employer shall make provisions to safeguard the health of Employees by supplying protective devices, maintaining adequate heating and ventilating systems and proper sanitary equipment in the Employer's shop.
- 13.04 Adequate lunch room accommodations shall be provided by the Employer. Smoking and/or non-smoking sections will be as designated by the Employer. Such accommodations shall be kept clean and have sufficient tables and seats for the Employees covered under this Agreement.
- 13.05 The Alcohol and Drug Guidelines and Work Rule known as the Canadian Model for Providing a Safe Workplace, A Best Practice of the Construction Owners Association of Alberta shall be applied to any work covered by the scope of this Agreement. This shall not infringe on an Employer's right to make specific policies and rules applicable to their fabrication facility.
- 13.06 The Employer has the option to either provide coveralls to their Employees or they will provide an allowance of fifty dollars (\$50.00) payable every three months commencing July 1st, 2004 to Employees who were employed by the Employer for the full month previous to the date the allowance is due (January 1st, April 1st, July 1st, & October 1st).

In addition, once per year on July 1st, Employees who at that time have been employed for at least eleven out of the previous twelve months will receive a boot allowance of one hundred and sixty dollars (\$160.00) provided the Employee can provide a receipt from the previous year for CSA approved steel toed boots. A pro-rated amount of \$13.33 per month will be paid to workers with more than one month but less than eleven full months of employment provided they can provide a receipt for purchase of CSA approved steel-toed boots during their period of employment. This allowance is intended to cover all related costs of purchasing, and maintaining in acceptable condition, coveralls and CSA approved steel-toed work boots.

ARTICLE 14 - BENEFITS

- 14.01 Notwithstanding anything contained elsewhere in the Agreement, all contributions to the separate following Trust Funds shall be payable by the Employer on the Employee's total actual hours **EARNED** including overtime.
- i.e. Double and one and one-half (1½) the amount of contributions (as applicable) shall be paid on all work performed under the overtime provisions of the Agreement.
1. Edmonton Pipe Industry Health and Welfare Trust Fund
 2. Edmonton Pipe Industry Pension Plan Trust Fund
 3. Edmonton Pipe Trades Educational Trust Fund
 4. Local Union #488 Supplementary Benefit Trust Fund.

- 14.02 If any Employer is found in default in remitting payments required to be made pursuant to Article 14 of this Agreement and if such default continues for 20 days thereafter, the Employer shall pay to the applicable Fund, as liquidated damages and not as a penalty, an amount equal to ten percent (10%) of the arrears for each month or part thereof in default. The failure to pay each month shall constitute a separate offense, and shall subject the Employer to the ten percent (10%) payment. Thereafter, interest shall run at the rate of two percent (2%) per month on any unpaid arrears.

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 in this Collective Agreement, then the Employer shall and 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 applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf the Employees have performed work entitling them to receive contributions to the Fund as is hereinbefore provided for, is deemed to be held in trust for the Trustees of this Fund and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment of 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 15 - HEALTH AND WELFARE TRUST FUND

- 15.01 The Employer shall contribute to the account named by the Trustees of the Health and Welfare Fund, the amounts shown in Clause 10.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 14.01 of this Agreement. Contributions will be made on the basis of full or half (½) hours.
- 15.02 All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of the Employees, social insurance numbers, and hourly contributions for each Employee, and forwarded with a cheque in the required amount on or before the 15th day of the month following the month for which such contributions are due to the applicable Trust Fund named by the Trustees for deposit to the above-mentioned Trust Fund account. A copy of said list to be retained by the Employer.
- 15.03 All amounts paid by the Employer to the Health and Welfare Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.
- 15.04 In the case of failure of the Employer to contribute into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.
- 15.05 The terms of the Health and Welfare Plan shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.

15.06 The Employer and the Union agree to comply with all the provisions and requirements of the Health and Welfare Trust Fund and the Declaration of Trust between the Employers and the Union dated May 7th, 1965, or as amended and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.

However, the liability of any Employer to the Health and Welfare Trust Fund shall be limited to his obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.

15.07 The Trustees shall have full authority by majority vote with equal representation on both sides to determine the amount and select and enter into the forms of insurance required and shall be responsible for the administration of the Plan; increasing and decreasing of benefits payable, and the eligibility of claims payable including any necessary adjustments in the Plan to prevent duplication of contributions and coverage.

15.08 The Trustees shall make provisions for an annual audit by a company of Chartered Accountants, and a certified copy of the auditor's report and balance sheet shall be made available for viewing to all contributory Employers and members of the Union.

ARTICLE 16 - PENSION TRUST FUND

16.01 The Employer shall contribute to the account named by the Trustees of the Pension Trust Fund, the amounts shown in Clause 10.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 14.01 of this Agreement.

Contributions will be made on the basis of full or half (½) hours.

These contributions shall be in addition to any Compulsory Government Pension Plan.

16.02 All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers, and hourly contributions for each Employee, and forwarded with a cheque in the required amount, on or before the 15th day of the month following the month for which such contributions are due, to the applicable Trust Fund named by the Trustees for deposit to the above-mentioned Trust Fund account. A copy of the said list to be retained by the Employer.

16.03 Members of the Union shall have the right to make voluntary contributions to the Pension Plan to provide for personal increased benefits.

16.04 All amounts paid by the Employer to the Pension Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.

16.05 In the case of failure of the Employer to contribute into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for the recovery of the amount due.

- 16.06 The terms of the Pension Fund Plan shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 16.07 The Employer and the Union agree to comply with all the provisions and requirements of the Pension Trust Fund and the Declaration of Trust, between the Employers and the Union dated October 1st, 1968, or as amended and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.
- However, the liability of any Employer to the Pension Trust Fund shall be limited to his obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- 16.08 The Trustees shall have full authority by majority vote with equal representation on both sides to determine the amounts and select the forms of Pension Benefits to be provided under the Pension Plan, and shall be responsible for the administration of the Plan, increasing and decreasing of benefits payable, and the eligibility of claims payable and be responsible for carrying out all of the provisions and requirements of the Federal and Provincial laws relating to Government Registered Pension Plans.
- 16.09 The Trustees shall make provision for an annual audit by a company of Chartered Accountants, and a certified copy of the auditor's report and balance sheet shall be made available for viewing to all contributory Employers and members of the Union.

ARTICLE 17 - JOINT EDUCATIONAL TRUST FUND

- 17.01 The Employer shall contribute to the account named by the Trustees of the Joint Educational Trust Fund, the amounts shown in Clause 10.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 14.01 of this Agreement. Contributions will be made on the basis of full or half (½) hours.
- 17.02 All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers, and hourly contributions for each Employee, and forwarded with a cheque in the required amount, on before the 15th day of the month following the month for which such contributions are due, to the applicable Trust Fund named by the Trustees for deposit to the above-mentioned Trust Fund account. A copy of the said list to be retained by the Employer.
- 17.03 All amounts paid by the Employer to the Joint Educational Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amount from the Employee's wages.
- 17.04 Should the Employer fail to submit the required amount of contributions on the due date, the Trustees in their joint names, may take legal action against the delinquent Employer for recovery of the amounts due.

17.05 The terms of the Joint Educational Trust Fund shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.

17.06 The Employer and the Union agree to comply with all provisions and requirements of the Trustees of the Joint Educational Trust Fund and such rules and regulations the Trustees deem necessary for the operation of the said Trust Fund.

However, the liability of any Employer to the Joint Educational Trust Fund shall be limited to his obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.

17.07 The Trustees shall make provision for an annual audit by a company of Chartered Accountants, and a certified copy of the auditor's report and balance sheet shall be made available for viewing to all contributory Employers and members of the Union, on request.

ARTICLE 18 - LOCAL UNION #488 SUPPLEMENTARY BENEFIT TRUST FUND

18.01 The Employer shall contribute the amounts shown in Clause 10.01 to 'Local Union #488 Supplementary Benefit Trust Fund', for every hour that Employees covered by the terms of this Agreement are employed and contributions shall be made on the basis of full or half (½) hours.

18.02 All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers, and hourly contributions for each Employee, and forwarded with a cheque in the required amount on or before the 15th day of the month following the month for which such contributions are due to the business office of the Union for deposit to the above-mentioned Fund. A copy of the said list to be retained by the Employer.

18.03 All amounts paid by the Employer to the Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct such amounts from the Employee's wages.

However, the liability of any Employer to the Supplementary Benefit Trust Fund shall be limited to his obligation to pay the amounts stated in this Agreement at the times and in the manners stated together with any penalties as set forth herein.

18.04 The monies so received by the Local Union may be used for the following purposes:

- (a) Renewal of members certificate of proficiency.
- (b) Compensation to members who may be called to jury duty or to act on any judicial inquiry or Arbitration Board.
- (c) Journeyman Upgrading.
- (d) Provide educational bursaries for members and children of members.
- (e) To provide such additional benefits to members of the Local Union as the Union deems advisable.

PROVIDED, however, and it is expressly understood, that the funds so received will not be used for such purpose which may be in contravention of the Labour Relations Code, as amended.

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

19.01 A difference may refer to a policy grievance between the Employer and Union, or a grievance between the Employer and its Employees. A policy grievance shall be defined as an obligation that is alleged to arise out of the Collective Agreement and shall be adjusted as specified herein. Should any difference arise between the Employer and any of its Employees as to the interpretation, application, administration, or alleged violation of this Agreement, the aggrieved Employee shall submit his grievance in writing to the Union and to the Employer's representative on the job, within three (3) working days of the occurrence giving rise to the grievance. The Employee may request assistance of the Job Steward and/or business representative of the Union in submitting the grievance.

19.02 If the parties are unable to resolve a difference as referred to above within ten (10) working days of notification of the difference, either party may notify the other in writing of its desire to submit the matter to Arbitration. The notice referred to in this Clause shall contain:

- (a) A statement of the nature of the grievance.
- (b) The section or sections of the Collective Agreement allegedly violated or contravened.
- (c) Any relevant particulars such as names, dates and facts concerning the allegations.
- (d) The remedy requested, and
- (e) The name or list of names of persons who would be willing to accept the arbitrator's position, and the name of the party's nominee should an Arbitration Board be selected.

The parties hereinto agree to the prompt and efficient handling of grievances that may from time to time require the extension of time limits specified; such mutual agreement shall not be unnecessarily withheld.

19.03 Upon receipt of such a notice, the party receiving the same shall:

- (a) Decide whether to appoint an Arbitration Board or single arbitrator to settle the difference.
- (b) If it elects to appoint a single arbitrator and,
 - (i) If it accepts a person suggested as single arbitrator, notify the other party within five (5) days of its acceptance of such an arbitrator.
 - (ii) If it does not accept any of the persons suggested, notify the other party accordingly within five (5) days and submit with such notice a list of persons that it is willing to accept as single arbitrator.
- (c) If it elects to appoint an Arbitration Board, notify the other party accordingly and name its nominees to the Arbitration Board. The nominees to the Arbitration Board shall endeavour to agree to a person to be appointed as chairman of the Arbitration Board.

If the parties are unable to agree to a person to act as single arbitrator within fifteen (15) days of notification of the desire to submit a matter to Arbitration, or if the nominees to an Arbitration Board are unable to agree to a person to act as chairman within ten (10) days of the last nominee being appointed, either party may request the Minister of Labour in writing to appoint the single arbitrator or Arbitration Board Chairman.

The single arbitrator or Arbitration Board chairman shall, within five (5) days of his appointment, schedule a hearing to resolve the matter in question.

- 19.04 Under the terms of this Agreement, a grievance is a complaint regarding:
- (a) An alleged violation of the Collective Agreement.
 - (b) An alleged contravention of the Collective Agreement.
 - (c) Unjust discipline.
- 19.05 The Arbitrator, or Arbitration board, shall have the power to determine all questions of arbitrability and shall issue a decision which is final and binding on all parties, upon the parties and upon any Employee or Employer affected by it. Where both parties have agreed, together with the Arbitrator or Arbitration Board to the procedure to be followed, no appeal as to the use of that procedure shall be taken.
- 19.06 The Arbitrator or Arbitration Board shall determine his/its own procedure, but shall give full opportunity to all parties to present evidence and to make representation; the Arbitrators shall also have the power to relieve against non-compliance within the time limits or any other technicality or irregularity.
- 19.07 The Arbitrator or Arbitration Board shall determine the real issue in the dispute to the merits and make whatever disposition he/it deems just and equitable. The Arbitrator or Arbitration Board shall also provide reasons in writing for such decisions within twenty (20) days from the date of the hearing of the grievance. However, except as permitted in the next Clause, the Arbitrator or Arbitration Board shall not alter, amend, change, modify, or extend the terms or conditions of the Collective Agreement.
- 19.08 If the Arbitrator by his award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction, that is the subject matter of the Arbitration, the Arbitrator may substitute/modify such penalty for the discharge or discipline, as to him/it seems just and fit in all the circumstances.
- 19.09 The Employer and the Union agree that the cost of the Arbitrator or Arbitration Board shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator or Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of \$300.00 per day for each nominee.
- 19.10 Notwithstanding Clause 19.09 above, the Arbitrator or Arbitration Board may exercise his/its discretion in an appropriate case to rule that the costs of the Arbitration Board or Arbitrator is shared equally.

ARTICLE 20 - SAVING CLAUSE

- 20.01 Should any article, any provision or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.
- 20.02 Periodic conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.
- 20.03 It is further understood and agreed to that any Clause contained in this Agreement may be amended, altered or changed by mutual agreement between the parties signatory to this Agreement. It is expressly agreed that the parties may make such mutual changes at any time during the currency of the Agreement.

ARTICLE 21 - METAL TRADES JOURNEYMAN

- 21.01 The following work may, at the discretion of the Employer, be performed by Metal Trades Employees at the wage rates provided in Clause 10.01 of this Agreement.
- (i) Each Employer may utilize a Metal Trades Journeyman to facilitate the unloading, handling, placing into stockpiles or bins, the piping, valves, fittings and other components which will be fabricated into assemblies or formations and the loading of piping and materials on railroad cars, trucks, or open vehicles.
 - (ii) The handling of piping to and through any furnaces and the tamping or packing process for the making of bends.
 - (iii) The operation of all cranes, forklift trucks, trucks and all other handling equipment outside the shop floor.
 - (iv) Operation of all pre-heat and stress type furnaces or related equipment.
 - (v) Refacing of flanges or operations of a nature which must be performed on a drill press, lathe, boring mill, or other machine tools.
 - (vi) The manufacture of any products other than those normally accepted as pipe bends, pipe formations, or welded pipe assemblies shall be considered as catalogue items (i.e. Metal Trades work).
 - (vii) All cutting, bevelling, threading, bending, and welding of pipe and other material to be used for, but not limited to, such products as light stanchions, handrails, directional signs, flag poles, pipe supports, vessels, tanks, or other machinery and equipment.
 - (viii) All cutting and bevelling connected with pipe assembly.
 - (ix) Grinding, cleaning, blasting, painting, plugging ends of valves, piping, and other components.
 - (x) Making and installing pipe and flange end protectors.
 - (xi) The operation of any equipment necessary to manufacture tanks, vessels, hoods, chutes, flumes, catalogue articles and products other than piping systems.
 - (xii) Maintenance work on shop equipment.
 - (xiii) Hangers, supports, sleepers, stanchions, anchors, guides and embedded parts.
 - (xiv) Work associated with fibreglass lay-up on fibreglass components other than pipe assemblies.
 - (xv) Chemical treating such as, but not limited to, pickling, passivating and coating of pipe.
 - (xvi) Tool crib, stockroom, warehousing and general clean-up work.

ARTICLE 22 - SUBCONTRACTING CLAUSE

- 22.01 (a) The Employer agrees that he will not sublet or contract out any of the work coming within the scope of this Agreement, covering United Association trade jurisdiction unless the same is sublet to a contractor having an Agreement with the Union, or by agreement between the Business Manager of the Union and the Employer.
- (b) It is agreed between the parties that the subcontracting of painting, furnace relieving and pipe bending are exclusions to this Article. In addition the following listed structural supports are exclusions to this Article providing the tendered price of a United Association manufacturing facility are considered, and should the United Association shop be competitive every effort shall be made to give them the order:
- Pipe Hangers
 - Shoes
 - Stanchions
 - Dummy Legs
 - Knee Brackets
 - Trunnions
 - Anchors
 - Guides
 - Lugs

ARTICLE 23 - ENABLING

23.01 Where an Employer working under the terms and conditions of this Collective Agreement expresses the intention of tendering work on a project on the open market (i.e. without regard to Union affiliation or its lack), and where in the opinion of the Employer, the award of the work is likely to be to an alternate union, open-shop, or merit shop entity because the conditions of this Agreement may not be competitive in the market then prevailing, the parties to this Agreement shall meet and bargain collectively in good faith in an honest attempt to arrive at terms and conditions for application to work on that project which will be fully competitive in the prevailing market.

23.02 To facilitate a prompt and timely negotiation process in response to the conditions described above becoming known to either or both parties to this Agreement, the following procedure will be followed:

The Employer will forward an application for Enabling, through the offices of CLRa, to the Business Manager of Local Union #488. The application shall contain the following information:

1. Name of project for which enabling is requested.
2. Name of Owner or Authority receiving tender.
3. Time and date of tender closing.
4. List of known competition for the work.
 - A - Alternate Union
 - B - Non Union
 - C - National U.A. Agreement signatories
 - D - Other Union (488) bidders
5. Enabled Terms and Conditions requested from Enabling Schedule 'A'
6. The application shall be submitted at the earliest possible date.

- 23.03 Upon receipt of an application from an Employer, through CLRa, the Business Manager or his designate will contact the CLRa representative and the Employer making application, and together they shall attempt to agree on the enabled terms and conditions that will apply to the work applied for. Wherever possible they shall use one of the schedules indicated on Enabling Schedule 'A'. Once agreement has been reached, the Business Manager or his designate will forward an approval through the CLRa representative to the applicable Employer, indicating the enabled terms and conditions agreed to. In the event no agreement can be reached, the Business Manager or his designate shall have the final authority to determine the enabled conditions that will apply, or to reject the application. In the event of a rejection of the Employers application, the Business Manager or his designate shall so advise the Employer(s) in writing in the manner described above for approval, on the prescribed forms.
- 23.04 All enabled conditions will be available to any signatory contractor bidding the work on which the enabled conditions apply. However it is the sole and exclusive responsibility of each individual Employer to submit their own application under all circumstances. Neither the CLRa representative nor the Business Manager or his designate shall be responsible to contact any Employer who does not submit an application. Where applications are submitted by more than one Employer for the same work, and where enabled conditions are granted, the enabled conditions shall be identical for each Employer.
- 23.05 As provided above, terms, conditions, and wages contained herein may be varied, altered, amended, or modified by the mutual agreement of the parties. Wherever possible the varied terms shall be taken from the appropriate schedule on Enabling Schedule 'A' a copy of which shall be on file with each of the signatory Employers, the Business Manager of the Union, and with the CLRa representative involved.

Enabling Schedule 'A' shall not be attached to this Collective Agreement but shall be deemed to be attached hereto.

ARTICLE 24 - MARKET ENHANCEMENT RECOVERY FUND (M.E.R.F.)

- 24.01 The amounts specified in the wage schedules in Clause 10.01 designated as 'MERF' shall be contributed by the Employer for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Wage Schedule Clause 10.01 of this Agreement. Contributions will be made on the basis of full or half (½) hours. The amounts contributed shall be based on total hours earned including overtime.
- 24.02 All such contributions shall be recorded by the Employer on forms to be provided by the Union(s) listing the names of Employees, social insurance numbers and hourly contributions for each Employee, and forwarded with a cheque in the required amount, on or before the 15th day of the month following the month for which such amounts have been withheld, to the 'Market Enhancement Recovery Fund Trust Account' in care of Local Union #488.

- 24.03 In the case of failure of the Employer to forward the amounts contributed into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for the recovery of the amount due.
- 24.04 The liability of any Employer to the Market Enhancement Recovery Fund shall be limited to his obligation to contribute and forward the amount stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- 24.05 There shall be a total of seven (7) Trustees appointed to administer each Fund. Three (3) shall be appointed by the Mechanical (Provincial) Trade Division of CLRa, and four (4) by the appropriate Local Union, one of whom shall be the chairman. It shall be the exclusive right of the Construction Labour Relations - An Alberta Association Mechanical (Provincial) Trade Division to appoint the management Trustees to the Fund, however other than the Labour Relations Representative for Construction Labour Relations - An Alberta Association Mechanical (Provincial) Trade Division, whose appointment is automatic, the other two Trustees may be selected from among management personnel from other Employers whose Collective Agreements require that funds be contributed to this Fund.

ARTICLE 25 - DURATION, TERMINATION AND AMENDMENTS

- 25.01 This Agreement shall be in full force and effect as of **May 1st, 2004** and continue in full force and effect from year to year thereafter except as hereinafter provided.
- 25.02 Should either party desire changes to this Agreement they shall give notice of such desire to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to the **30th day of April, 2008** or any subsequent anniversary date.
- Should such notice not be given pursuant to this Article then the Agreement shall remain in full force and effect yearly thereafter.
- 25.03 This Agreement comes into force on **May 1st, 2004** and shall remain in full force and effect until the **30th day of April, 2008**.
- 25.04 When notice to negotiate has been given by either party, this Agreement shall continue in full force and effect during any period of negotiations until termination. This Agreement shall terminate upon the following event(s):
- (i) legal strike, or
 - (ii) legal lockout, or
 - (iii) the mutual agreement of the Parties.
- 25.05 The Employer agrees that there shall be no lockout during the term of this Agreement.

The Union agrees that neither they, nor their members, shall engage in or threaten to engage in, a strike, stoppage of work, slow down, work to rule, or other collective action, which would stop or interfere with the Employer's operations during the term of this Agreement.

EXECUTED and SIGNED, this _____ day of _____, 2004.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

MR. ALAN CLARK
VICE PRESIDENT

MR. ROB KINSEY
**BUSINESS MANAGER/
FINANCIAL SECRETARY**

UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
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