

**A REGISTERED  
COLLECTIVE AGREEMENT**

**MECHANICAL  
(PLUMBERS & PIPE FITTERS)**

covering

**INDUSTRIAL WORK**

and

**COMMERCIAL AND INSTITUTIONAL WORK**  
as Defined Herein

- between -

Construction Labour Relations - an Alberta Association  
Mechanical (Provincial) Trade Division  
Pursuant To Registration Certificate No. 27

and

United Association of Journeymen and Apprentices of the Plumbing  
& Pipe Fitting Industry of the United States and Canada

Local Union 488 Edmonton, Alberta  
Local Union 496 Calgary, Alberta

*May 1<sup>st</sup>, 2011 to April 30<sup>th</sup>, 2015*

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**BETWEEN**

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

(hereinafter referred to as the 'Association' or the 'Trade Division' or the 'Employers' Organization' or the 'Registered Employers Organization') as agent for and on behalf of all Employers affected by Registration Certificate Number 27 (each of which Employers is hereinafter referred to as the 'Employer')

- and -

**The United Association of Journeymen and Apprentices of The Plumbing & Pipe Fitting Industry of The United States And Canada, AFL-CIO, CFL, Local Union 488, Edmonton, Alberta, AND Local Union 496 Calgary, Alberta**

(each of which Unions is hereinafter referred to as the 'Union' or the 'Local Union') and the members and Employees represented by each of them.

WHEREAS, the Employer is engaged in the plumbing and pipefitting industry and in the performance of such work requires the services of competent, skilled and qualified journeymen and apprentices, and

WHEREAS, the Union(s) are affiliated with the American Federation of Labour-Congress of Industrial Organizations, and the Canadian Labour Congress, and has in its membership competent, skilled and qualified journeymen and apprentices to perform all work coming within the trade and craft jurisdiction, and

WHEREAS, the Association/Employer(s) and the Union desire to mutually establish and stabilize wages, hours and working conditions for journeymen and apprentices of the plumbing and pipefitting industry and employed in the construction industry in the area specified in Article 1.01 below with said Employer(s) and further, to encourage close co-operation and understanding between the Employer(s) and the Union in the plumbing and pipefitting industry to the end that a satisfactory, continuous and harmonious labour relationship will exist between the parties to this Agreement,

NOW THEREFORE, the Undersigned Parties to this Agreement, in consideration of the premises and covenants herein contained, mutually agree as follows:

**INDUSTRIAL WORK**

(as defined in Article 4.00 Scope of Agreement)

- and -

**COMMERCIAL & INSTITUTIONAL WORK**

(as defined in Article 4.00 Scope of Agreement)

**NOTE**

**\*\*\*Unless noted otherwise all Articles and Clauses apply to both the INDUSTRIAL and the COMMERCIAL/INSTITUTIONAL disciplines.**

**Where an Article or Clause is applicable to the INDUSTRIAL discipline only, the Article or Clause highlights the word INDUSTRIAL. The same is true if the Article or Clause is specific to the COMMERCIAL/INSTITUTIONAL discipline only.**

## **ARTICLE ONE - RECOGNITION**

- 1.01 Each Employer in accordance with the scope of Registration Certificate #27 and its own certification or subsisting voluntary recognition recognizes the Union as the sole and exclusive bargaining representative for all journeymen and apprentices of the plumbing and pipefitting industry in the employ of the Employer on work within the boundaries of the area jurisdiction of the Union in the Province of Alberta, the MacKenzie district of the Northwest Territories, and such other territories that are awarded to the Union by the United Association with respect to wages, hours and other terms and conditions of employment, on any, and all work described in Article 4.00 - Scope of Agreement of this Agreement.

The jurisdictional area of Local Union #488, Edmonton, Alberta 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 approximately the centre of the City of Red Deer. The remainder of the Province of Alberta shall be the jurisdictional area of Local Union #496, Calgary, Alberta. In addition for the COMMERCIAL/ INSTITUTIONAL discipline portion only, a twenty-five (25) kilometer radius from the centre of the City of Red Deer is recognized as the joint jurisdictional area of Local Unions #496 and #488 respectively.

- 1.02 The Union recognizes the Registered Employers' Organization as the sole and exclusive bargaining representative of all Employers bound by this Agreement and coming within the scope of this 'Collective Agreement'.
- 1.03 The Union agrees on work coming within the scope of this Agreement to work only for and supply men only to Employers, who are bound by and to the same terms and conditions as contained in this Agreement.

## **ARTICLE TWO - SUB-CONTRACTORS CLAUSE**

- 2.01 The Employer agrees not to sublet or contract any work covered by 'The United Association's' trade jurisdiction coming within the scope of this Agreement unless the contractor to whom the work is sublet is under agreement with the Union or by agreement between the Business Manager of the appropriate Union and the Employer.

## **ARTICLE THREE - TRADE OR WORK JURISDICTION**

- 3.01 This Agreement covers the rate of pay, rules and working conditions of all journeymen and apprentices engaged on work as defined in Article 4.00 and coming within the scope of this Agreement, in the installation of all plumbing and pipefitting systems, all component parts thereof, and shall mean without limitation, the handling, fabricating, assembling, rigging and erecting of all pipe, regardless of composition, whether metallic or non-metallic, performed in any branch of the plumbing and pipefitting industry, viz: plumbing, steam fitting, gas fitting, industrial pipefitting, pneumatic or hydraulic pipefitting, instrument fitting, all process piping used above or below ground, all heat treating and stress relieving of pipe, all welding, tacking and burning connected with the above and shall include the assembling, erecting, installing, dismantling, repairing, reconditioning, adjusting, altering, servicing and any other work awarded to the United Association through jurisdiction ruling(s) as laid down by the Building Trades Department of the AFL - CIO and coming within the scope of this Agreement, and the scope and operation of Registration Certificate #27 issued pursuant to the Alberta Labour Relations Code.

- 3.02 (a) In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the National Joint Board Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agency of the Building Trades Department of the American Federation of Labour; and in accordance with the procedures as set out in the Alberta Labour Code or any successor Statute.
- (b) Notwithstanding 3.02 (a) above all jurisdictional disputes arising between the parties to this agreement with any of the affiliated trade organizations comprising the Alberta (and NWT) Building Trades Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18<sup>th</sup> day of October 1995.
- 3.03 There shall be no work stoppage because of jurisdictional disputes.

#### **ARTICLE FOUR - SCOPE OF AGREEMENT**

##### **INDUSTRIAL**

- 4.01 The scope of this agreement for INDUSTRIAL work shall be all plumbing and pipefitting work involved in industrial construction as described below, that is within the jurisdiction of the Union in this agreement. Industrial construction shall mean construction work in respect of the plant process involved in:
- Electrical Power Generation;
  - The development of Mining and Smelting Properties;
  - The development of Oil Sands Properties;
  - Oil Refineries, Upgraders and all form of hydro carbon production, extraction or processing;
  - The development of Chemical Plants from any and all forms of feed stocks or other sources;
  - Pulp, Paper or Timber/Wood processing mills or sawmills;
  - Toxic Waste Disposal Systems;
  - Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide or any other manufactured gases;
  - Base/Precious/Other Metal Production Plants or Upgraders of any and all kinds;
  - Pumping stations and compressor stations;
  - Cement, Lime and Gypsum Plants.
  - Sewage Treatment Plants - when forming a part thereof of the above listed Industrial plants, stations, or systems only
  - Water Treatment Plants - when forming a part thereof of the above listed Industrial plants, stations, or systems only

In addition, Industrial work shall include such work as may reasonably be considered as Industrial Construction as is mutually agreed by the Joint Conference Board to be applicable to this portion of this Agreement effective on the date of ratification of the changes by the parties to this Agreement.

## COMMERCIAL/INSTITUTIONAL

4.02 The scope of this Agreement for COMMERCIAL/INSTITUTIONAL work shall include all work not specifically identified as Industrial work in this Agreement within the trade jurisdictions of the Union(s). The following work has been recognized by the parties as falling within both the Institutional/Commercial and Industrial sectors of the Construction Industry. The work as listed below may be performed under the Industrial or Commercial parts of this Agreement pursuant to Clause 4.03 of this Agreement and shall include:

- Breweries
- Distilleries
- Food Processing Plants
- Major Manufacturing Plants
- Major Sewage Treatment Plants
- Major Water Treatment Plants
- Plumbing and Heating on new or existing industrial sites.

4.03 (a) The work, as listed in Clause 4.02 above, shall be performed under either the Industrial portion or the Commercial/Institutional portion of this Agreement, as is determined between the Business Manager of the appropriate Union and the Employer. In the event of a dispute as to which part of this Collective Agreement applies, a final and binding determination shall be made by the Registered Employers Organization and each party to the dispute shall be advised of such a determination in writing.

(b) It is agreed that in keeping with the intent of Clause 4.02 and Clause 4.03 (a) that the determination as to whether a project be performed under the Industrial portion or the Commercial/Institutional portion, or as otherwise resolved, should be made prior to tendering.

It is agreed that any Contractor tendering or obtaining work that falls within the list in Clause 4.02 is obliged to notify the Registered Employers Organization so that a determination can be made pursuant to Clause 4.03.

4.04 The parties agree that this Agreement does not apply to residential work, which is defined as single family housing including duplex's, walk-up apartments and condominiums up to a maximum of three (3) floors in height.

## ARTICLE FIVE - MANAGEMENT'S RIGHTS

5.01 Subject only to the limits which are set forth in this Agreement, the Union recognizes the rights of the Employer to the management of its plant 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 rights of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes, and means of production and handling.

## ARTICLE SIX - UNION SECURITY

6.01 Only members of the Union in good standing, and those other persons who may be hired pursuant to the terms of this Agreement, shall be employed to undertake work defined under the terms of this Agreement.

All Employees in the bargaining unit at the date of signing of 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 embracing the UA Standard for Excellence

6.02 The Employer agrees to deduct and remit Union dues and other deductions in accordance with the following:

- (a) Upon receipt of authorization from the Employee, the Employer shall deduct from each Employee, coming within the scope of this Agreement; from each Employee's first pay period of each month, monthly Union dues, initiation fees, back dues, or other assessments in the amount prescribed by the Local Union. This clause is designed to ensure that every Employee shall have Union dues deducted by the Employer in each and every month of employment.
- (b) From each pay period, Union field dues in the percentage of gross hourly wages or other amount as may be designated by the Local Union.
- (c) For Local 488 jurisdiction the Employer shall deduct *six (6¢)* cents 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.
- (d) In any event the Employer shall report to the council, either as part of the Employers report to the council, either as part of the Employers report to the Union or as noted below, in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:
  - (1) the name and social insurance number for each Employee on whose behalf the deduction was made;
  - (2) the number of hours worked;
  - (3) the amount of money deducted;
  - (4) the Employee's trade Union affiliation;
  - (5) a nil return where applicable.

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

- (e) 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 6.02 (b) the figure on which the deduction was based.

- (f) 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.
- 6.03 Authorized representatives of the Union shall have access to jobs 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 customer's safety and security regulations. The Union representative shall, before proceeding about their business, notify the senior representative of the Employer on the job of their presence.
- 6.04 (a) 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 or her representative, who shall in addition to their work as a Journeyman be permitted to perform, during working hours such of their Union duties as cannot be performed at other times.
- (b) In the event an Employer establishes additional shifts, the business Manager of the Union, or their representative may appoint a Job Steward for that shift (s).
- (c) Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the 'Canadian Model Alcohol Guidelines and Work Rules'.
- 6.05 The Union agrees that the 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 those duties. **ON INDUSTRIAL JOBS ONLY** the job steward shall be permitted to meet the UA members to collect the Union portion of the referral slip and introduce him or herself when the Employee hires on.
- 6.06 The Union shall notify either the Contractor, their job superintendent, or both, by letter, of the name of the Job Steward, or of any replacement of same.
- 6.07 (a) 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 lay-off.
- (b) When employees are laid off, the Job Steward will be provided with the names of those being laid off, in order to comply with Clause 7.10 (Reduction of Crews), in advance of the contractor advising the affected employees. Failure to comply with this clause will not negate the lay off.
- 6.08 (a) In those cases where unscheduled overtime may be worked, the UA job steward, if qualified, shall be given the first preference to fill vacancies left for the crew performing such work.
- (b) The Parties recognize that certain work may require specific skills, qualifications, or training to perform the work safely, productively, and



in accordance with legal requirements, therefore the following provisions are subject to workers meeting these requisite conditions; when overtime is worked and additional or replacement workers are required to supplement the existing crew, the employer will make all reasonable efforts to insure that those eligible Local Union members who are performing similar work on that site or who are working on a crew under the general supervision of the same Area Piping Superintendent will be given priority consideration to supplement the crew.

Should the application of this clause be questioned, the Business Manager, or his designate, will meet with a senior Management representative to adjudicate the matter. No grievance will be filed respecting a dispute on this issue unless the contractor refuses to meet to resolve the issue, or refuses to implement a proposed resolution arrived at through this procedure.

In addressing the matter of the distribution of unscheduled overtime it is recognized that UA members working in supervisory positions, at any level, are expected to maintain a harmonious worksite and are subject to the UA Standard for Excellence by the appropriate Local Union Executive Board.

## **ARTICLE SEVEN - HIRING**

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

Employees shall be dispatched to Employers in consecutive order from the unemployed membership list at the Local Union Hall except as is provided below:

- (a) For **COMMERCIAL/INSTITUTIONAL** work only the Employer has the freedom to select from the list of available unemployed members or transfer Employees from other work being performed for the same Employer, within the area jurisdiction of the Union(s). For work in Local 496 jurisdiction only, three out of every four workers hired may be name hired by the contractor off of the Union's out of work list. Contractors will advise the union of the names of those workers on the out of work list that they will not accept as employees.
- (b) On **INDUSTRIAL** work, where a project requires twenty-five (25) or less Employees, the Employer may transfer or name hire any combination of fourteen (14) Employees to the job site, however, no more than six (6) Employees may be name hired.
- (c) On **INDUSTRIAL** work, where a project requires twenty-five (25) or more Employees, the Employer may utilize the option in (b) above and in addition may name hire or transfer one (1) additional Employee for every five (5) list hires
- (d) When applicable, contractors may transfer between the Fabrication Shop and the Modular Yard as per Clause 7.01 except that Employees transferred to the Modular Yard from the Fabrication Shop must remain employed in the Modular Yard for a minimum of thirty (30) calendar days before they can be transferred to a field project within the appropriate jurisdiction.

- (e) Notwithstanding 7.01 (b), (c) and (d), Employees may be transferred or recalled to be employed as Foremen or General Foremen subject to the following:
  - (i) he/she must be in compliance with Clause 25.02 (a); and,
  - (ii) recalls must have been employed in the previous twelve (12) month period; and,
  - (iii) for the purposes of this Clause, Employees transferred or recalled as Foremen or General Foremen shall be Industrial Construction Crew Supervisor (ICCS) certified effective May 1, 2012.
  - (iv) he/she will at no time be paid less than the Foreman's rate for which they qualify under Clause 25.02 (b) for a minimum of four (4) months from date of hire or transfer or until laid off if less than four (4) months.

The Employer will provide the Union with payroll data, upon request, to ensure compliance of this Clause. Such requests and compliance will be timely.

- (f) On hiring, there shall be no distinction between Alberta and UA classified Journeymen Steam Fitters/Pipe Fitters except as allowed for in Clause 25.02 (a).
  - (g) Where there is a demonstrable need for special skills, talents, or where job conditions warrant, on particular job site(s) then by mutual agreement between the Business Manager of the Union and the Employer, the Employer shall be entitled to additional name hires or transfers.
- 7.02 Where transfers are permitted above, such transfers shall be working within the area jurisdiction of the Union and there shall be no interruption of the Employees' earnings while being transferred. This clause does not apply to Employees who are on regularly scheduled holidays or absent from work for compassionate reasons, and who are to report to a different job site upon their return.
- 7.03 Under no circumstances shall any Employer transfer Employees from one company to another company, without terminating the Employees and complying with the hiring procedures as set out above.
- 7.04 Except as provided for in Clause 7.08, 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.
- 7.05
- (a) In the hiring of Apprentices, the Employer shall give consideration to those duly indentured apprentices that are registered as unemployed at the Union office.
  - (b) The Employer agrees to engage only new or probationary apprentices, who have fulfilled the entrance requirements of the Joint Educational Trust Fund Trustees.
  - (c) All apprentices as a condition of progression shall be required to attend such courses as directed by the Joint Educational Trust Fund Trustees in consultation with the Employer affected.
  - (d) The Joint Educational Trust Fund Trustees shall be the sole body authorized to set conditions and standards of certification of the Steam Fitter-Pipe Fitter UA designation and to determine individual certifications of the Steam Fitter-Pipe Fitter UA designation.

- (e) The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices who will join the union.

It is intended that RAP students will work under and be paid in accordance with the Guidelines for Employment developed and amended from time to time by the Trustees of the Alberta Unionized Continuing Education Trust Fund. The provisions of this Collective Agreement, with the exception of this clause, will not apply to the employment of RAP students.

- (f) The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the 'Declaration of Support for the Reserve Force' signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.

7.06 The Employer and the Union agree that there will be no discrimination against any Employee for reasons of age, sex, race, colour or creed.

7.07 The Union agrees to furnish competent workers embracing the UA Standard for Excellence to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of such persons and shall have the right to reject any person or to discharge any Employee for just cause. The Employer shall not discriminate against any Employee by reason of their membership in the Union or their participation in its lawful activities. The reason/cause of the rejection/termination of the Employee will be relayed in writing to the Union.

7.08 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 from other available sources, provided, however, that such workmen procured from other available sources shall be required by the Employer to join the Union, if acceptable, not later than thirty (30) days after hiring, and obtain a dispatch slip from the Union office or the Employer shall notify and obtain clearance from the Union office before engaging such persons. In such circumstances, clearance by the Union will not be withheld.

7.09 Provided the Union can supply the Employer with qualified tradesmen, who are members of the appropriate Union, the Employer agrees that at any time on the request of the Union representative giving forty-eight (48) hours notice, any other persons working at the trade shall be laid off. However, where certain skills may be required on site, the parties may, by mutual consent, waive this requirement. Prospective members awaiting initiation, who have met the requirements for initiation into membership are considered to be members for the purpose of this agreement.

7.10 In reducing the number of Employees required, members of the appropriate Union(s) shall be the last to be laid off, depending on which jurisdictional area the Employer's project is located in.

**REDUCTION IN CREWS**

Should it be necessary to reduce the working forces on the job or in the shop, the Employer shall lay off or terminate their Employees in the following sequence:

- FIRST: Potential members (*Permits*)
- SECOND: Travel Card members (*Members of Sister United Association Locals*)
- THIRD: Members of the appropriate Union (*for Steam Fitter-Pipe Fitters - Alberta qualified*)
- LAST: Members of the appropriate Local Union (*for Steam Fitter-Pipe Fitters - UA qualified*)

It is expressly understood that Clause 7.09 shall be in full effect in relation to any reduction in crews.

Legislated Apprentice ratios shall be adhered to at all times.

7.11 Members of the Union dispatched from the Union office reporting for work at the time and place specified by the Employer and who are not engaged by the Employer shall receive a minimum of two (2) hours locally or four (4) hours beyond 300 km reporting pay, plus travel allowance and expense, if applicable.

This Clause does not apply, where the Employer has notified the Union(s) in reasonable time, that the Employee is not eligible for hire.

**ARTICLE EIGHT - WAGES, BENEFITS & MONETARY CONDITIONS**

8.01 Wage Rates and Fringe Benefits shall be in accordance with the following schedules:

**8.01 (a) Industrial Local 488**

<b>Effective Date</b>	<b>Base Rate</b>	<b>ISIT Fund</b>	<b>Vac.Pay &amp; S.H.P.</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Training</b>	<b>Supp. Ben.</b>	<b>Total</b>
<b>GENERAL FOREMAN</b>								
04-Nov-12	\$49.27	\$0.20	\$4.93	\$1.86	\$6.61	\$0.60	\$0.10	\$63.57
<b>FOREMAN</b>								
04-Nov-12	\$43.77	\$0.20	\$4.38	\$1.86	\$6.61	\$0.60	\$0.10	\$57.52
<b>UA JOURNEYMAN STEAM FITTER &amp; B PRESSURE WELDERS</b>								
04-Nov-12	\$43.77	\$0.20	\$4.38	\$1.86	\$6.61	\$0.60	\$0.10	\$57.52
<b>ALBERTA JOURNEYMAN STEAM FITTER &amp; JOURNEYMAN WELDERS w/CWB</b>								
04-Nov-12	\$39.38	\$0.20	\$3.94	\$1.86	\$6.61	\$0.60	\$0.10	\$52.69
<b>JOURNEYMAN WELDERS w/o CWB</b>								
04-Nov-12	\$37.18	\$0.20	\$3.72	\$1.86	\$6.61	\$0.60	\$0.10	\$50.27
<b>3<sup>RD</sup> YEAR</b>								
04-Nov-12	\$34.98	\$0.20	\$3.50	\$1.86	\$6.61	\$0.60	\$0.10	\$47.85
<b>2<sup>ND</sup> YEAR</b>								
04-Nov-12	\$28.38	\$0.20	\$2.84	\$1.86	\$6.61	\$0.60	\$0.10	\$40.59
<b>1<sup>ST</sup> YEAR</b>								
04-Nov-12	\$21.79	\$0.20	\$2.18	\$1.86	\$6.61	\$0.60	\$0.10	\$33.34

**8.01 (c) Commercial & Institutional Local 488**

<b>Effective Date</b>	<b>Base Rate</b>	<b>ISIT Fund</b>	<b>Vac.Pay &amp; S.H.P.</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Training</b>	<b>Supp. Ben.</b>	<b>Total</b>
<b>GENERAL FOREMAN</b>								
04-Nov-12	\$46.77	\$0.20	\$4.68	\$1.86	<b>\$6.00</b>	\$0.25	\$0.10	\$59.86
<b>FOREMAN</b>								
04-Nov-12	\$44.77	\$0.20	\$4.48	\$1.86	<b>\$6.00</b>	\$0.25	\$0.10	\$57.66
<b>JOURNEYMAN</b>								
04-Nov-12	\$40.77	\$0.20	\$4.08	\$1.86	<b>\$6.00</b>	\$0.25	\$0.10	\$53.26
<b>4<sup>TH</sup> YEAR</b>								
04-Nov-12	\$32.58	\$0.20	\$3.26	\$1.86	<b>\$4.80</b>	\$0.25	\$0.10	\$43.05
<b>3<sup>RD</sup> YEAR</b>								
04-Nov-12	\$28.48	\$0.20	\$2.85	\$1.86	<b>\$4.20</b>	\$0.25	\$0.10	\$37.94
<b>2<sup>ND</sup> YEAR</b>								
04-Nov-12	\$24.38	\$0.20	\$2.44	\$1.86	<b>\$3.60</b>	\$0.25	\$0.10	\$32.83
<b>1<sup>ST</sup> YEAR</b>								
04-Nov-12	\$20.29	\$0.20	\$2.03	\$1.86	<b>\$3.00</b>	\$0.25	\$0.10	\$27.73

**NOTE:** EFFECTIVE May 1, 2012; the Pension contribution for Journeymen will increase to \$6.00 per hour and Apprentice rates will be adjusted accordingly on a prorated basis.

**8.01 (d) Instrument Mechanic (Local 488 Industrial work)**

(General Foreman and Foreman rates are as per 488 Industrial Schedule)

<b>Effective Date</b>	<b>Base Rate</b>	<b>ISIT Fund</b>	<b>Vac.Pay &amp; S.H.P.</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Training</b>	<b>Supp. Ben.</b>	<b>Total</b>
<b>JOURNEYMAN</b>								
04-Nov-12	\$43.77	\$0.20	\$4.38	\$1.86	\$6.61	\$0.60	\$0.10	\$57.52
<b>4<sup>TH</sup> YEAR</b>								
04-Nov-12	\$37.17	\$0.20	\$3.72	\$1.86	\$6.61	\$0.60	\$0.10	\$50.26
<b>3<sup>RD</sup> YEAR</b>								
04-Nov-12	\$32.78	\$0.20	\$3.28	\$1.86	\$6.61	\$0.60	\$0.10	\$45.43
<b>2<sup>ND</sup> YEAR</b>								
04-Nov-12	\$28.38	\$0.20	\$2.84	\$1.86	\$6.61	\$0.60	\$0.10	\$40.59
<b>1<sup>ST</sup> YEAR</b>								
04-Nov-12	\$23.98	\$0.20	\$2.40	\$1.86	\$6.61	\$0.60	\$0.10	\$35.75

**8.01 (e) Wage Page Clarifications applicable to Local 488 Schedules**

- (1) Calculate the 'ISIT' contributions on hours earned
- (2) Monthly Union Dues = 3x column A (*maximum Journeyman Rate*)
- (3) ABTC dues of 6¢ per hour earned to be deducted from wages and remitted at same time and in same manner as Union dues.

- (4) Effective May 6, 2012 Fraternal & Building dues of 6¢ per hour earned to be deducted from wages and remitted at same time and in same manner as Union dues.
- (5) Effective November 4, 2012 Fraternal & Building dues of 12¢ per hour earned to be deducted from wages and remitted at same time and in same manner as Union dues.
- (6) CLRa dues and CEFAP to be remitted by Employer as per Article 31.01 (a) & (b)
- (7) An Alberta Journeyman is a Journeyman who has completed the standard Alberta 3 year Steam Fitter-Pipe Fitter apprenticeship and off shore Steam Fitter-Pipe Fitters. A UA Journeyman is a Journeyman who has completed a 4 year Steam Fitter-Pipe Fitter apprenticeship or an Alberta Journeyman who has satisfied the additional requirements as stipulated by the Joint Educational Trust Fund Trustees.

## 8.02 Wage & Benefit Determination

### 1 Definitions and Application

- (a) 'CPI Change' shall be the percentage change in the Alberta All Items Consumer Price Index over a twelve month period. For a January calculation, the CPI Change shall be difference between the index for December of the year just ended, and December of the previous year. For a July calculation, the CPI Change shall be the difference between the index for June of that year and June of the previous year. The Index shall be that published at...  
<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01j-eng.htm>
- (b) 'Oil Price' shall be the average of the prices posted for West Texas Intermediate Oil, in current \$US, over the six months prior to the month of a calculation. The prices to be used shall be those published at...  
<http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>
- (c) 'Group 4 Average Wage' shall, with reference to the Consolidation Order issued in respect to the 2011 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers - Refractory, Carpenters, Electricians, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month April prior to a calculation.
- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.
- (e) A wage adjustment shall not be less than zero.

### 2 2012

- (a) A calculation shall be performed in January of 2012. The wage adjustment for 2012 shall be the greater of CPI Change and 2%, to a maximum adjustment of 4%.
- (b) The adjustment to take effect in May shall be one half the amount determined in (a) above, multiplied by the Group 4 Average Wage.
- (c) The adjustment to take effect in November shall be one half of the amount determined in (a) above, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup>, 2012.

### **3 2013 and 2014**

- (a) The wage adjustment to be effective in May of each year shall be calculated in January of that year, and the wage adjustment to be effective in November of each year shall be calculated in July of that year.
- (b) The wage adjustment for May shall be:
  - (i) If Oil Price is less than \$60, zero.
  - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by Group 4 Average Wage.
  - (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
  - (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
  - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by Group 4 Average Wage.
- (c) The wage adjustment for November shall be:
  - (i) If Oil Price is less than \$60, zero.
  - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by the journeyman gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by the journeyman gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by the journeyman gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by the journeyman gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

### **4 Wage Schedules**

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

### **5 Effective Dates**

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

### **6 Effect of Adjustment on Commercial Rates for Local 488**

Should the above determinations result in a change to the Local 488 Industrial Wage Schedule (8.01 (a)), then the 488 Commercial Wage Schedule (8.01 (b)) will also need to be adjusted accordingly to maintain a differential of three dollars (\$3.00) between the 488 Commercial Journeyman base rate and the 488 Industrial Journeyman base rate. Consequential amendments will also result for apprentice and supervisory rates in the 488 Commercial wage scale.

## 7 Example Calculations

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

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

Hypothetically:

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

May 2012 increase for Trade X:  $(2\% \div 2) \times \$55.00 = 55¢$

November 2012 increase for Trade X:  $(2\% \div 2) \times \$54.00 = 54¢$

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

Hypothetically:

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

May 2013 increase for Trade X:  $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$55.00 = 55¢$

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

Hypothetically:

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

November 2013 increase for Trade X:  $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$54.00 = 54¢$

Check against 2013 annual 5% limit:

$55¢ + 54¢ = \$1.09$ , which is less than the 2013 limit of  $\$54.00 \times 5\% = \$2.70$

## 8.03 Wage Re-Opener for Local 496 Commercial Wages

The Parties will meet at least 90 days prior to April 30, 2012 to determine if the Local 496 Commercial Wage Schedule rates (including benefit contributions) need to be amended for the period subsequent to April 30, 2012. If either Party requests a change and no agreement on the requested changes has been reached by March 1, 2012 the Parties will submit their final offer, for changes to 8.01 (g) only, to an independent Arbitrator who will hold a hearing prior to the end of March 2012 and issue a decision selecting one or the other offer which will then determine the base rate plus benefits under 8.01 (g) for the balance of the term of this Collective Agreement, or for such other period as the Parties agree or as determined by the Arbitrator.

## 8.04 In order for an apprentice to advance to a higher classification in the apprenticeship program, the following criteria must be attained:

- (a) Complete a minimum of 1500 hours of on-the-job training.
- (b) Attend school and pass the appropriate examination.
- (c) Complete those courses as directed by the Joint Educational Trust Fund Trustees in consultation with the Employer affected.



- (d) The apprentice's next period increase will become effective on the first pay period following the date the apprentice presents to his Employer the letter received from the Apprenticeship Board notifying them of successful completion of a schooling period unless the apprentice's anniversary date has not been reached. In that case the increase will become effective on the first pay period following the anniversary date. An apprentice will receive his increase to journeyman rate on the first pay period following the date his ticket becomes effective.

## **INDUSTRIAL**

- 8.05 (a) 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 a minimum of two (2) hours before the end of their regular shift, except when they are required to work a second or third shift on pay day, in which case they shall be paid on the preceding day. Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the Employee's choice. Where direct deposit is used, Employees will be provided with pay summaries on pay day which can be sent by fax to out of town jobs if necessary. Should an Employee, due to his inability to get a bank account, not be able to provide the Employer with their bank account number or void cheque, this shall not be considered to be a condition of employment.
- (b) Errors or omissions with the Employee's pay or pay cheque shall be corrected by the next pay period, provided the Employer is notified in a timely manner.

If the Employer has been notified at least one (1) working day prior to payroll cut off for the next pay period and the correction(s) is/are not made, there will be a penalty equivalent of two (2) hours at base rate, for every working day until the correction(s) is/are made beyond payday. This Clause is not intended to be applicable to situations beyond the contractor's control.

## **COMMERCIAL/INSTITUTIONAL**

- (c) Pay day shall be weekly or biweekly at the option of the Employer and not more than five (5) days pay may be held back, unless other arrangements are made between the Employer and the Union.

For new hires only, a draw of seventy-five percent (75%) of net wages due may be requested after one (1) week.

It is further agreed that, in an emergency situation, an Employee will not be refused a mid-point draw of seventy-five percent (75%) of net wages due.

- 8.06 (a) When Employees are laid off or discharged they shall be paid the wages due to them at the time of layoff or discharge and given their Record of Employment and Apprenticeship Book, if applicable, except in the case where the Employer has not established a pay office at the jobsite, payment will be mailed within two (2) working days.

Employees must advise the payroll department of their employer if they believe their final pay is late. The Employer will then have two working days following notification to get the final pay cheque to the employee. Failure to do so will result in a penalty of four (4) hours at the applicable basic hourly rate of pay for each 24 hour period of delay beyond the two working days within which the pay should have been

postmarked. Such intervals shall only be deemed to include working days and shall remain exclusive of week-ends and holidays. It is understood, however, that extenuating circumstances can arise, and that despite all good faith efforts and for reasons beyond the control of the Employer, payments may be delayed. In such cases the onus shall be on the Employer to notify the Union, prior to the time by which the cheque is required to be available or required to be post marked, of the details of such circumstances. In such cases the payment of the late remittance amount shall be waived.

- (b) When an Employee voluntarily terminates their employment, the Employer will mail their wages to their last known address without undue delay but no later than two (2) working days after termination.
  - (c) Any Employee who terminates their employment while away from the project will notify the payroll office immediately and will receive their pay cheque in accordance with this Article. Employees who quit or are terminated for cause while away from the project will have their personal belongings collected by the Union Steward and a representative of their employer who will remove them to the nearest union hall.
  - (d) Where the Employer lays off an Employee while the Employee is away from the project, any personal belongings will be shipped prepaid to their last known address unless alternate arrangements have been made.
  - (e) The Employer shall make arrangements for the Employees to cash their pay cheques without exchange cost.
  - (f) For the purposes of this Article, where an Employer is utilizing electronic banking, the above clauses will apply to the Employees of that Employer with the exception of those Employees who have selected to be paid by direct deposit. In this case the final pay will be paid on the next regular pay day when the time owing would have been normally payable. If this pay is late the four (4) hour late remittance language as set out in 8.06 (a) above will be applicable.
- 8.07 When an Employee is laid off or terminated, they shall be provided a reasonable amount of time in which to pack up and return company tools, and obtain camp room clearance wherever applicable.
- 8.08 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:
- (a) Straight time hours paid;
  - (b) Overtime hours paid;
  - (c) Shift premium paid;
  - (d) Statutory Holiday Pay; and
  - (e) Vacation Pay.
- 8.09 The Employer shall further provide each Employee with a statement of their earnings for each pay period showing all amounts deducted.
- 8.10 Statutory Holiday Pay and Vacation Pay shall be paid each Employee every pay period except as provided for in Clause 14.06.

- 8.11 (a) For **INDUSTRIAL** work, notwithstanding anything contained elsewhere in this 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.
- (b) For **COMMERCIAL/INSTITUTIONAL** work, notwithstanding anything contained elsewhere in this Agreement, all contributions to the separate following Trust Funds shall be payable by the Employer on the Employees' total actual hours **WORKED** including overtime.
- (c) Contributions (as applicable) shall be paid on all work performed under the overtime provisions of this Agreement:
- (i) Edmonton Pipe Industry Health & Welfare Trust Fund;
  - (ii) Edmonton Pipe Industry Pension Plan Trust Fund;
  - (iii) Edmonton Pipe Industry Educational Trust Fund;
  - (iv) Edmonton Supplementary Benefit Trust Fund;
  - (v) Calgary District Pipe Trades Health & Welfare Plan;
  - (vi) Calgary District Pipe Trades Pension Plan;
  - (vii) Calgary District Pipe Trades Educational Trust Fund;
  - (viii) Calgary Supplementary Benefit Trust Fund
  - (ix) Local 488 ISIT Plan
  - (x) Local 496 MMDF Plan

All contributions by the Employer(s) for the ISIT and MMDF plan(s) for both **INDUSTRIAL** and **COMMERCIAL INSTITUTIONAL** shall be contributed by the Employer based on the Employee's total actual hours **EARNED** including overtime.

- 8.12 (a) If any Contractor is found by the Trustees of the respective funds to be in default in remitting payments required to be made pursuant to Articles 9, 10, 11 and 12 of this Agreement and if such default continues for 20 days thereafter, the contractor shall pay to the applicable Trust Fund as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for each month or part thereof in which the contractor is in default. The failure to pay each month shall constitute a separate offense, and shall subject the Contractor to the 10% payment. Thereafter interest shall run at the rate of 2% per month on any unpaid arrears, including liquidated damages.
- (b) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, 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 their own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bank-ruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from 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.

- 8.13 In those instances where an Employer may be delinquent on the payment of remittances pursuant to Articles 9, 10, 11, and 12 of this Agreement it shall remain the responsibility of the Employer to ensure that all outstanding remittance forms are filled out completely, and provided monthly to the Union and/or affected Trust Funds.

#### **ARTICLE NINE - HEALTH AND WELFARE TRUST FUND(S)**

- 9.01 The Employer shall contribute to the account named by the Trustees of the Health and Welfare Fund, the amounts shown in Clause 8.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 8.11 of this Agreement. Contributions will be made on the basis of full or half (1/2) hours.
- 9.02 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.
- 9.03 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.
- 9.04 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.
- 9.05 The terms of the Health and Welfare plan shall not be negotiable under the terms of this Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 9.06 (a) 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 in the Edmonton area dated May 7, 1965 or as amended, and in the Calgary area dated the 28th day of January, 1977 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.
- (b) However, the liability of any Employer to the Health and Welfare Trust Fund shall be limited to their 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.
- (c) Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division shall be provided with a copy of the Declarations of Trust with any amendments, complete with such rules and regulations that are adopted by the Trustees on an ongoing basis.
- 9.07 The Trustees shall have full authority in accordance with the rules of the Trust Agreement 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.

- 9.08 The Trustees shall make provision for an annual audit by a company of Chartered Accountants, and a certified copy of the auditors' report and balance sheet shall be provided to Construction Labour Relations-an Alberta Association, Mechanical (Provincial) Trade Division, and in addition, made available for viewing to all contributory Employers and members of the Union.

#### **ARTICLE TEN - PENSION TRUST FUND(S)**

- 10.01 The Employer shall contribute to the account named by the Trustees of the Pension Trust Fund, the amounts shown in Clause 8.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 8.11 of this Agreement. Contributions will be made on the basis of full or half (1/2) hours.

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

- 10.02 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 15<sup>th</sup> 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.
- 10.03 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.
- 10.04 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 the recovery of the amount due.
- 10.05 The terms of the Pension Fund Plan shall not be negotiable under the terms of this Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 10.06 (a) The Employer and the Union agree to comply with all the provisions and requirements of the Pension Trust Fund for the Edmonton area and the Declaration of Trust, between the Employers and the Union dated October 1<sup>st</sup>, 1968 or as amended, and in the Calgary area dated the 28<sup>th</sup> of January, 1977 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.
- (b) However, the liability of any Employer to the Pension Trust Fund shall be limited to their obligation to pay the amount stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- (c) Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division shall be provided with a copy of the

Declarations of Trust with any amendments, complete with such rules and regulations that are adopted by the Trustees on an ongoing basis.

- 10.07 The Trustees shall have full authority in accordance with the rules of the Trust Agreement 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.
- 10.08 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 provided to Construction Labour Relations-an Alberta Association Mechanical (Provincial) Trade Division and made available for viewing to all contributory Employers and members of the Union.

#### **ARTICLE ELEVEN - JOINT EDUCATIONAL TRUST FUND(S)**

- 11.01 The Employer shall contribute to the account named by the Trustees of the Joint Educational Trust Fund, the amounts shown in Clause 8.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 8.08 of this Agreement. Contributions will be made on the basis of full or half (1/2) hours.
- 11.02 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.
- 11.03 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.
- 11.04 Should the Employer fail to remit 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.
- 11.05 The terms of the Joint Educational Trust Fund shall not be negotiable under the terms of this Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 11.06 (a) 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.
- (b) However, the Liability of any Employer to the Joint Educational Trust Fund shall be limited to their 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.

- 11.07 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 provided to Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division and made available for viewing to all contributory Employers and members of the Union.
- 11.08 Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division shall be provided with a copy of the Declarations of Trust with any amendments, complete with such rules and regulations that are adopted by the Trustees on an ongoing basis.

## **ARTICLE TWELVE - SUPPLEMENTARY BENEFIT TRUST FUND(S)**

- 12.01 The Employer shall contribute the amount shown in Clause 8.01 to the Union 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 (1/2) hours.
- 12.02 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 15<sup>th</sup> 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.
- 12.03 (a) 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.
- (b) However, the Liability of any Employer to the Supplementary Benefit Trust Fund shall be limited to their 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.
- 12.04 The monies so received by the Local Union may be used for the following purposes:
- (a) Renewal of members certificates of proficiency.
  - (b) Compensation to members who may be called to jury duty or to act on any judicial inquiry or Arbitration Boards.
  - (c) Journeyman upgrading.
  - (d) Provide education bursaries for members and children of members.
  - (e) To provide such additional benefits to members of the Local Union as the beneficiaries deem 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, Chapter L-1.2 1988, as amended or any successor statute.

Contributing Employers will receive annual statements of the fund on request.

**ARTICLE THIRTEEN - CUSTOMER WELDING TESTS**

- 13.01 In the case that any Journeyman, whose skill is welding, is required to take a customer requested welding test, the Employer agrees that such Journeyman will be in the employ of the Employer while taking such tests and be placed on the payroll and paid any applicable travel allowance.
- 13.02 A welder who passes the test and has reported for the test at the appointed time is expected to complete the regular day at work at the welding trade that the Employer has available. Provided that the Employee reports to test at the time scheduled by the Employer, they shall be paid one full day's pay if they pass the test and the Employer has no work available for them on that day. This clause shall not be construed to provide double payment to an Employee and if an Employee reports after the scheduled test time and passes the test they shall be paid from the time they started the test until the normal end of that shift. A welder who fails the test shall not be paid for the time required to complete the failed test, but will be paid any applicable travel allowance. In the event the worker is required to take multiple tests and passes some of the tests but fails others they will be paid as above if hired or will be paid for the time taken on successful tests if not hired.
- 13.03 Welders successfully completing such tests shall receive a regular day's pay at straight time rates for any working day lost, due to transportation delays, or when test pieces must be sent to an outside agency for assessment, except when transportation delays are beyond the control of the Employer.
- 13.04 Welders, upon successfully completing such tests, who fail to report for work, or fail to commence work when directed, will not be eligible for daily subsistence, travel allowance, transportation, accommodation, waiting, and/or testing time pay.
- 13.05 Members, whose skill is welding, who are dispatched to an Employer, shall, at the discretion of the Employer, be in possession of a valid standard small bore 'B' Pressure (F3/F4) and Carbon TIG (F6/F4) welding qualifications (all tests performed on 2 inch XXS). Having other up-to-date TIG tickets is not a condition of employment.
- 13.06 A welder (Journeyman or Apprentice) who is required by the Employer or the Employer's client to perform on any Gas Tungsten Arc Welding (GTAW) test or Gas Metal Arc Welding (GMAW) test or Flux-Core Arc Welding (FCAW) test for pressure welding will be paid a testing fee of one hundred and fifty (\$150.00) dollars effective May 1, 2011 and one hundred and seventy-five (\$175.00) dollars effective May 1, 2013 providing they meet the following criteria:
- (a) The welder must successfully pass the relevant test.
  - (b) The welder remains on the project a minimum of thirty (30) days or until lay off, whichever occurs first
  - (c) The welder cannot refuse to utilize the tested procedure while employed on the project.

Providing these criteria are met, the welder incentive test fee will be paid after the thirty days of employment or upon lay off, whichever occurs first.



**ARTICLE FOURTEEN - RECOGNIZED HOLIDAYS AND VACATION WITH PAY**

14.01 All work performed on the following recognized holidays, and any general holiday declared by the level of government with jurisdiction, either the Federal or Provincial, shall be paid for at the rate of double time, plus any applicable shift differential, as follows:

New Year's Day	Labour Day	Family Day
Thanksgiving Day	Good Friday	Remembrance Day
Victoria Day	Christmas Day	Canada Day
Boxing Day	First (1st) Monday in August	

14.02 Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day. (For compressed work weeks refer to Clause 17.05) Work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

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

14.04 In lieu of pay for the above recognized holidays the Employer shall pay an additional 4% to the Employee's total hourly earnings each week, including overtime hours and premium time hours.

14.05 Employees annual Vacation Pay shall be 6% of the Employee's total hourly earnings. Such total hourly earnings shall be deemed to include straight time hours, overtime hours, premium time hours and shall be paid each pay period with the Employee's regular pay.

14.06 (a) For the Calgary 496 jurisdiction only, for Commercial/Institutional work only, the Employer shall have the option to pay VHP and SHP with each pay cheque, or as follows:

- at the time vacation is taken;
- on the last payday prior to December 31st;
- on termination.

(b) Whether the Employees receive the above noted holiday and vacation pay each pay period, or whether the vacation and holiday pay are to be retained by the Employer and paid to each Employee at the time of the Employee's vacation or on the last pay day in the calendar year or upon termination of the Employee's employment (whichever occurs first), shall be determined by a majority vote of the Employees of that Employer.

**ARTICLE FIFTEEN - GENERAL CONDITIONS**

15.01 Where any Employer is successful in obtaining a contract for INDUSTRIAL work involving a total of thirty-five (35) or more Employees, the Employer shall notify the Union and arrange for a pre-job conference to be held to determine manpower requirements, jurisdiction of work, and any special conditions which may apply to the contract.

15.02 The Employer shall provide suitable accommodations for Employees in which they may eat their lunches. These accommodations are to be heated in inclement weather. Where practical, individual chairs shall be provided.

- 15.03 The lunch break will consist of a one-half hour unpaid break taken approximately mid-way during the regular work day. Should an Employee be requested to work the normally scheduled lunch break, they shall be provided time for a meal as close as possible to the regularly scheduled lunch break. If the lunch break is delayed such that it starts more than one-half hour after the completion of the normal lunch break, the Employee will be paid an additional one-half hour at their applicable straight time rate for the one-half hour lunch break.
- 15.04 Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These shelters are to be properly heated in inclement weather, and to meet the sanitary standards agreeable to the Business Representative of the Local Union.
- 15.05 All Employees covered by this agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break. However for **INDUSTRIAL WORK ONLY** and on a compressed work week scheduled pursuant to Article 17.00, Employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts.
- 15.06 The Union and the Employer mutually recognize that certain project jobsites may require the usage of welder/operator rig rental equipment for purposes related to 'downhand' welding procedures and/or mobility requirements. Usage of such welder/operator rig rental equipment shall be governed by the following conditions:
- (a) The Employer representative and the Business Manager of the Union, shall meet to discuss the specific needs and requirements for the usage of welder rig operator rental equipment for a specific job site/project. Mutual consent of the Parties shall remain a requirement prior to implementation but shall not be unreasonably withheld. A grievance may be filed if a Party believes that consent is being unreasonably withheld.
  - (b) The welder/operator shall remain a member in good standing of the appropriate local and shall be strictly governed by the terms and conditions for the payment of all wages and benefits as stipulated under this agreement.
  - (c) The pipe fitter working with the welder/operator shall be a member of the appropriate local.
  - (d) Rig rental rates shall remain exclusively a matter between Employer and Employee and shall under no circumstance be construed to be any responsibility of the Union.
- 15.07 **CANADIAN MODEL - REFERENCES TO ALCOHOL AND DRUG POLICY**
- (a) **Concurrence**  
Except for the matters set out in Clauses 15.07 (b) and (c) below, the Canadian Model dated October 2005, as updated by the 2010 Addendum [the 'Canadian Model'], will be implemented by

agreement under this Collective Agreement for the purposes set out in section 1.1 of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.

(b) Random Testing

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the Canadian Model will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

(c) Site Access Testing and Dispatch Conditions

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the Canadian Model will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section 5.5 of the Canadian Model dated October 2005 will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the Canadian Model with respect to such a positive test.

(d) Test Results

The employer, upon request from an employee or former employee, will provide the confidential written report issued pursuant to 4.9 of the Canadian Model in respect to that employee or former employee.

(e) Reasonable Cause and Post Incident Testing

Any drug testing required by the employer pursuant to 4.4, 4.5 or 4.6 of the Canadian Model shall be conducted by oral fluid testing in accordance with 4.8.2 of the Canadian Model.

## **ARTICLE SIXTEEN - HOURS OF WORK**

- 16.01 (a) The maximum of eight (8) hours shall constitute a normal day's work beginning at 8:00 AM and ending by 5:00 PM (except when one-half (1/2) hour lunch is taken in which case the normal day will end at 4:30 PM). The maximum normal work week shall be forty (40) hours beginning Monday at 8:00 AM and ending Friday at 5:00 PM. The above schedule is intended to represent a normal work day or work week and is not to be construed as a guarantee of hours of work per day or per week or with respect to days in a week.
- (b) The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at their option.
- (c) Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

- (d) A change in start/quit times shall be applied consistently on the jobsite and in no circumstances shall split shifts be created, unless mutually agreed between the parties.
- 16.02 Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.
- 16.03 (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) All other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.
  - (c) All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.

**COMMERCIAL/INSTITUTIONAL**

- (d) All hours worked in excess of eight (8) hours per day or forty (40) hours per week will be considered to be overtime hours and will be paid at the rate of one and one-half times the applicable rate of pay except for work on Sundays and Statutory Holidays which will be paid at double time.
- 16.04 For the purposes of calculating overtime hours, overtime shall normally be paid upon the completion of the regular days shift. When an Employee is required to work prior to the commencement of their regular shift, such time shall be considered as overtime.

**ARTICLE SEVENTEEN - COMPRESSED WORK WEEK**

- 17.01 (a) The maximum of ten (10) hours shall constitute a normal day's work beginning at 7:00 AM and ending by 6:00 PM (except when one-half (½) hour lunch is taken in which case the normal day will end at 5:30 PM). The maximum normal work week shall be forty (40) hours beginning Monday at 7:00 AM and ending Thursday at 6:00 PM. The above schedule is intended to represent a normal work day or work week and is not to be construed as a guarantee of hours of work per day or per week or with respect to days in a week.
  - (b) The Employer may vary the start/quit times by changing the scheduled starting time up to thirty minutes at their option.
  - (c) Variances beyond thirty minutes shall be agreed mutually by the Employer and the Business Representative of the Union.
  - (d) A change in start/quit times shall be applied consistently on the jobsite and in no circumstances shall split shifts be created, unless mutually agreed between the parties.
- 17.02 (a) 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. On a four (4) - ten (10) schedule, when Friday is worked, the first ten hours shall be paid at one and one-half (1½x) times the applicable rate of pay.

- (b) A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at double time (2x).
  - (c) When a ten (10) on and four (4) off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give seventy-two (72) hours' notice of their intention not to work such overtime. Failure to provide the required notice and report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.
- 17.03 Where these options are worked, all hours in excess of ten (10) hours per day Monday through Thursday, shall be paid for at two (2x) times the applicable rate of pay. Notwithstanding the foregoing, all overtime hours on Commercial/Institutional projects shall be paid for at the rate of time and one-half except for work in Local 488's jurisdiction where work on Sundays and Statutory Holidays shall be paid at double time.
- 17.04 When job circumstances merit a change in the hours of work, the Employer shall notify the Union office at least seven (7) calendar days, where practical, before such change becomes effective.
- 17.05 **INDUSTRIAL**
- (a) When a compressed work week is being worked and a statutory holiday falls on a regularly scheduled work day(s) off, then the following regularly scheduled work day(s) will be observed in lieu thereof unless varied by mutual consent. When a statutory holiday falls in the middle of a work week, the Union and the Employer shall mutually agree to the work schedule for that week. Work performed on the date on which the General Holiday falls will be paid at the rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.
- COMMERCIAL/INSTITUTIONAL**
- (b) Should a Statutory Holiday fall on Monday where this option is being utilized, then a Friday may be scheduled as a regular day of work with no overtime premium applied for the first ten (10) hours of work, after ten (10) hours all work shall be overtime and paid for at a rate of one and one-half times (1½x) the applicable rate. When a Statutory Holiday falls in the middle of a work week, then the Union and the Employer shall mutually agree to the work schedule for that week.
- 17.06 The parties understand and agree that on remote jobsites or where special conditions apply, scheduling of extended work weeks/days off may be beneficial, and in those circumstances the parties will mutually agree to a work schedule to meet job conditions.
- 17.07 **OVERTIME AND PERSONAL TIME OFF**
- (a) It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. In order to facilitate this, a worker will accumulate one-half shift (either four hours on an eight hour shift or five hours on a ten hour shift) of unpaid personal absence allowance for each month (30 calendar days) worked up to a

maximum accumulation of two full shifts. An initial one-half shift allowance will be credited upon the start of employment with additional units of one-half shift credited in the months worked subsequently, up to the maximum allowance of two shifts. A worker may request that they be preauthorized to take a personal unpaid absence providing they give a minimum of seven calendar days advance notice of their request to their authorized company representative. Where it is not practical to provide seven calendar days notice the worker must provide as much notice as they are capable of, it being understood that less notice may make it more difficult to accommodate a request for time off. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.

- (b) A worker that is preauthorized to take personal time off pursuant to the above procedure, and who has accumulated sufficient personal absence allowance to cover their absence, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight or ten hours as scheduled for that shift. In the case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.
- (c) Personal absence allowances will be earned on the basis of minimum units of one-half shift and will be utilized on the basis of units of a minimum of one-half shift. An authorized personal absence of up to one-half shift will reduce the accumulated personal absence allowance by one-half shift. If time off exceeds one-half shift, the worker's accumulated personal absence allowance will be reduced by additional one-half shift units.
- (d) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten in a day or forty in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, or workers that have been pre-authorized but who do not have sufficient personal absence allowance accumulated, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.
- (e) The Framework Bargaining Committees agree that they will meet to review the provisions of this Article during the months of March and April of 2013, or earlier should they both agree. The Parties to this Agreement agree that, should the Framework Bargaining Committees arrive at recommendations for changes, they will consider amending this article to conform to such recommendations.

## **ARTICLE EIGHTEEN - CALL OUTS**

- 18.01 Employees who have completed the day's scheduled hours of work and left the jobsite to return home or to camp and who respond to a request to work additional time, shall be compensated as follows.
- (a) Employees who do not commence work shall be paid for two (2) hours at the applicable overtime rate, and any travel and transportation applicable.
  - (b) Employees who are called in and commence work shall be paid for a minimum of three (3) hours at the applicable overtime rate and any travel and transportation applicable.
- 18.02 Where an Employee works more than the three (3) hours set out in 18.01 (b) above, the Employee shall receive remuneration for the hours actually worked at the applicable overtime rates and any travel or transportation applicable.
- 18.03 In the event that an Employee, responding to a call out does not get an eight (8) hour break, prior to the commencement of their regular work day, the Employee(s) shall be allowed an eight (8) hour rest break and be paid for a normally scheduled work day. To qualify for the normally scheduled days pay the Employee shall be available for work at the end of the eight (8) hour break.

## **ARTICLE NINETEEN - SHIFT WORK**

- 19.01 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 continue for at least five (5) consecutive regular working days, or four (4) consecutive regular working days where the four (4) ten (10) hour day option is being utilized. Should each of the shifts outlined above not continue for a period of four (4) or five (5) consecutive working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this Agreement.
- 19.02 Where a shift is commenced and has run for at least the four (4) or five (5) consecutive days referred to above, should the shift terminate in the middle of the week, or an Employee hires on in a week in which a shift ends, affected Employee(s) shall only be entitled to shift premium on regular hours of work.
- By mutual agreement, shifts may be established for periods of less than four (4) or five (5) consecutive regular working days and in such an event, the deemed overtime that would otherwise be payable shall not apply.
- 19.03 The first shift shall work a normal shift as set out in Clause 16.01 and/or 17.01 of this Agreement, with the applicable overtime rate after eight (8) hours of work or in excess of ten (10) hours per day during a compressed work week.
- 19.04 Shift work other than the normal shift as outlined in Clause 19.03 may be utilized provided such shift(s) commence between 3.00 PM and 6.00 AM. The hourly rate for Employees on any alternate shift(s) as outlined above shall be \$3.00 per hour greater than the applicable day time rate of pay. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.

- 19.05 No Employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An Employee shall continue to receive the overtime rate, plus shift differential, after each shift until a break of eight (8) consecutive hours occurs, exclusive of travel allowance.
- 19.06 When an Employee loses a regular day through the implementation or termination of shift work, then the Employee shall be paid a regular days pay for the day lost.
- 19.07 Where the owner/client may require work to be done on a single shift basis at start/quit times that may be at variance with the start/quit for a regular shift, single shift operations shall be permitted subject to the payment of shift differential. The shift differential shall be paid on all hours worked. Overtime shall be payable on all hours in excess of eight (8) hours per day, or in excess of ten (10) hours per day during a compressed work week, and forty (40) hours per week and on Saturdays, Sundays, or Statutory Holidays.

#### **ARTICLE TWENTY - OVERTIME MEALS**

- 20.01 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. Where the Employer is paying subsistence, this clause shall also apply.

On projects when it is impractical for the contractor to provide a meal the employee shall be paid a 15 minute paid break at the applicable rate of pay and the employer shall pay a meal allowance of \$40.00 in lieu of the meal and the time to consume the meal.

- 20.02 Recognizing emergency or unplanned situations may arise intermittently, if the Contractor has not scheduled in excess of the ten (10) hour shift, the Contractor shall be granted a one (1) hour extension where the Contractor need not supply a hot meal or make payment in lieu of, however; a fifteen (15) minute rest break paid at the applicable rate will be taken at the tenth (10<sup>th</sup>) hour. Under no circumstance shall any Employee work more than eleven (11) hours without the adherence to Clause 20.01.
- 20.03 Where a supervisor is required to;
- (i) start up to one (1) hour earlier, or
  - (ii) finish up to one (1) hour later, or
  - (iii) start up to one half (½) hour earlier and finish up to one half (½) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 20.01 will not apply unless those provisions are applicable to the rest of the crew.

#### **ARTICLE TWENTY-ONE - SHOW UP TIME**

- 21.01 When an Employee reports to work at the regular starting time and such Employee is not put to work, the Employee so affected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.



- 21.02 In order to qualify for show up time, Employees must remain on the jobsite unless otherwise directed by the Employer. Where the Employee(s) are directed to remain at the jobsite for more than two (2) hours, including wait times for company supplied transportation to leave site, they shall be paid for such time at the applicable rate.
- 21.03 Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- 21.04 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 jobsite 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.
- 21.05 When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

## **ARTICLE TWENTY TWO - MATERIAL HANDLING AND FABRICATION**

- 22.01 Only Employees dispatched by the Union and working under the terms of this Agreement shall perform the unloading, reloading, handling, erection, fabrication and final installation of all mill run pipe, pipe fittings, pipe bends, custom built pipe supports, anchors, pipe hangers, pipe formations and all other appurtenances on the jobsite or destined for the jobsite and coming under the control of the Employer and under the jurisdiction of the United Association. The above shall not be deemed to include the fabrication of regular catalogue items normally listed in manufacturers' catalogues. The Employer shall supply all necessary tools, equipment and materials to ensure proper installation.
- 22.02 The fabrication of all pipe formations two (2) inches in diameter or under shall be by members of the Union.
- 22.03 The Union reserves the right to refuse to handle, erect, or install fabricated material which comes under the jurisdiction of the United Association, but which has not been fabricated by Journeymen members of the Union(s), or in the plant of an Employer employing Journeymen members of the United Association at the prevailing building and construction wage rates in effect wherever the Employer's plant may be situated, unless sanctioned by the Union Business Manager for such work to be fabricated at some other fabricating shop.
- 22.04 On INDUSTRIAL projects, where piping tool cribs and piping warehouses are established on a jobsite, a member of the Union shall be in charge of the checking of tools, pipe and piping materials and the Employer agrees to give every consideration to older or handicapped members to fill positions in tool cribs and warehouses on the jobsite.
- 22.05 All work falling within the UA jurisdictional Scope, as itemized under Clause 3.01 of this Collective Agreement, that requires CWB certification shall be performed by a qualified UA welder.

## **ARTICLE TWENTY-THREE - LOCAL RESIDENTS**

- 23.01 (a) A local resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.
- (b) Local Residents residing within a forty-five (45) km radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board, subsistence, camp accommodations, or rotational leave provisions.
- (c) **INDUSTRIAL ONLY**  
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-six dollars (\$36.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of nineteen dollars (\$19.00) will be paid for each day worked. For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Saprae Creek will be considered to be residents of Fort McMurray for projects north of Fort McMurray and residents of Fort McKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray.
- (d) Where a Camp Kitchen is established, and where all workers generally on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches a Local Resident Employee shall be provided the same noon meal without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to pick up hot soup as well.
- (e) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.
- (f) The parties agree that the early participation of qualified local resident Employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesmen will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the parties.

The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members the Parties will meet and address the issue.

- 23.02 (a) **Process for Determining Local Status**  
Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representatives of the Employer and the Union shall determine the individual's acceptability

as to residency only. The Joint Conference Committee may provide direction in addition to the guidelines set out below to determine the 'real residency' test for those people wishing to be designated as local residence.

(b) **Guidelines for determining 'Real Residency'**

In making the determination as to whether a person is a 'Local Resident' for the purposes of the Collective Agreement, the following factors will be taken into consideration:

- the dwelling place of the person's spouse and dependents;
- personal property and social ties to the community;
- residential ties elsewhere;
- performance and purpose of residence in a particular community;
- documentation of;
  - (i) property tax and rent receipts, telephone, gas or other utility receipts;
  - (ii) driver's license;
  - (iii) vehicle registration or pink card;
  - (iv) income tax;
  - (v) unemployment insurance documents;
  - (vi) voters' list registration;
  - (vii) employee benefit fund administration registrations.

**ARTICLE TWENTY-FOUR - TOOLS AND PROTECTIVE CLOTHING**

- 24.01 (a) Except as provided for in Clause 24.01(b), the Employer shall supply all tools and equipment required for the proper installation of all work to be performed.
- (b) In the Calgary Local Union jurisdictional area for **COMMERCIAL/ INSTITUTIONAL** work only Journeyman Plumbers shall supply the following tools (Schedule 'A'). All other Employees shall be provided with tools by the Employer except that all Employees shall provide their own rule and pliers.

**SCHEDULE A**

Applicable to Calgary Local 496 Jurisdiction Only

Journeyman Plumbers will provide their own personal hand tools as listed below:

- 14' Pipe Wrench
- 12' Pipe Wrench
- 10' Pipe Wrench
- Strap Wrench
- Ball Peen Hammer
- Claw Hammer
- 1' Copper Tubing Cutters
- Pair of Standard Pliers
- Basin Wrench
- 1-10' & 1-8' Crescent Wrench
- Key Hole Saw
- Flat Cold Chisel
- Tape Measure

Torpedo Level  
Basic Set of Screw Drivers of Standard, Phillips, and Robertson Head  
Hack Saw  
M.J. Torque Wrench

- 24.02 The Employees must accept responsibility for the tools supplied by the Employer and must report the breakage or loss of such tools, immediately on duplicate forms to be supplied by the Employer.
- 24.03 The Employer agrees to provide adequate protection and storage for all tools issued and accept responsibility for normal wear and tear on return of broken or worn tools. Tools shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to cost of replacement and/or discipline.
- 24.04 Sufficient time as determined by the Employer shall be allowed Employees to put away tools before ending each shift.
- 24.05 Each Employee shall receive a safety hat at no cost or deposit fee to the Employee. All welders, in addition to safety hats shall receive gloves, goggles and welding helmets. Protective clothing shall be cleaned and sanitized and new headbands, sweat bands and liners fitted before being re-issued. All such protective clothing shall be returned by the Employee upon termination of employment.
- 24.06 All Employees shall receive suitable protective leather gloves and goggles supplied by the Employer. Replacement gloves and goggles will only be issued if the Employee returns the old gloves and goggles.
- 24.07 The Employer further agrees to provide all Protective Clothing, when necessary, according to the Workers Compensation Act and the Occupational Health and Safety Act, at no cost to the Employee. All such protective clothing provided to an Employee shall be reasonably fitted to the individual's size and stature.

## **ARTICLE TWENTY-FIVE - FOREMEN**

- 25.01 On all work coming under the terms of this Agreement, where General Foremen and Foremen are employed, orders shall normally be given in the following sequence: General Foremen to Foremen, Foremen to Journeymen. Where practical, orders will be submitted through respective Foremen.

### **INDUSTRIAL**

- 25.02 (a) General Foremen, Foremen, Journeymen, and Apprentices must be members of the appropriate Union.
- It is further recognized that all the Steam Fitter-Pipe Fitter General Foremen and Foremen must be a UA certified Journeymen as designated by the Joint Educational Trust Fund Trustees.
- During periods of labour shortages the Union will work with the contractors to insure an adequate supply of supervision.
- (b) The minimum rate of wages for a Foreman shall be \$5.50 per hour above the basic UA Journeyman Industrial rates as listed in Article 8.01 of this Agreement. The minimum rate of wages for a General Foreman shall be \$7.50 per hour, above the basic UA Journeyman Industrial rates as listed in Article 8.01 of this Agreement.

Effective May 1, 2011, Foremen and General Foremen who are Industrial Construction Crew Supervisor (ICCS) designated will be paid additional premiums of one dollar (\$1.00) dollar per hour.

- (c) Apprentices shall not be elevated to the position of Foremen or be authorized to direct any portion of the working force. An Apprentice shall be deemed to be a member of the crew and take their directions from the Foreman.
- (d) The average number of Journeymen under the supervision of a Foreman shall be twelve (12). The Employer agrees that there shall be two (2) Foremen once there are fourteen (14) Journeymen on the job.
- (e) On projects requiring a minimum of fifteen (15) Welders; there shall be a Qualified 'A' or 'B' Welder employed as a Welder Foreman when fifteen (15) welders are employed. An additional Welder Foreman will be employed when twenty-five (25) welders are employed and one (1) Welder Foreman for every twenty (20) Welders employed thereafter. Whenever possible such Welder Foreman shall have taken and passed the 'Welder Foreman Training Program' as developed between the Parties.

#### COMMERCIAL/INSTITUTIONAL

- 25.03 (a) General Foremen, Foremen, Journeymen and Apprentices must be members of the appropriate Union.
- (b) The minimum rate of wages for a Foreman shall be \$4.00 per hour and the minimum rate of wages for a General Foreman shall be \$6.00 per hour, above the basic Journeyman rates as listed in Schedule 8.01 (b) of this Agreement  
The minimum rate of wages for a Foreman shall be \$3.00 per hour and the minimum rate of wages for a General Foreman shall be \$6.00 per hour, above the basic Journeyman rates as listed in Schedule 8.01 (f) of this Agreement.
  - (c) Apprentices shall not be elevated to the position of Foremen.
  - (d) The average number of Journeymen under the supervision of a Foreman shall be twelve (12).

#### ARTICLE TWENTY-SIX - GRIEVANCE AND ARBITRATION PROCEDURE

- 26.01 A difference may refer to a policy grievance between the Employer or 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 their grievance in writing to the Union and to the Employer's representative on the job, within five (5) 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.
- 26.02 **Pre-Arbitration Process**
- (a) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.

- (b) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
  - (c) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of, or spokesman for the Union, or for the subject Registered Employers' Organization shall be appointed.
  - (d) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
  - (e) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
  - (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
  - (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.
  - (h) No lawyers shall be permitted to participate in the JGP proceedings
- 26.03 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.
- 26.04 Upon the 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 a 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 are willing to accept as a single arbitrator.
- (c) If it elects to appoint an arbitration board, notify the other party accordingly and name its nominee to the arbitration board. The nominees to the arbitration board shall endeavor 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 their appointment, schedule a hearing to resolve the matter in question.

- 26.05 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.
- 26.06 In the case of a dispute involving the failure of an Employer to remit in a timely fashion the full amounts required by Article 31.00, the Association (Construction Labour Relations an Alberta Association) may directly pursue such failure to comply with this Collective Agreement. The Association may, in its own name, file a grievance against such an Employer. Such a grievance may be referred by the Association to an Arbitrator or Arbitration Board without being processed through any intervening steps other than written notice in reference to Arbitration for the purpose of such a grievance. The Parties to the Grievance for the purposes of appointment to the Arbitration Board shall be the Association and the subject Employer.
- 26.07 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, and upon any Employee(s) or Employer(s) 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.
- 26.08 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 representations; the Arbitrators shall also have the power to relieve against non-compliance within time limits, or any other technicality or irregularity.
- 26.09 The Arbitrator or Arbitration Board shall determine the real issue in dispute according 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 decision 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 and/or conditions of this Collective Agreement.

- 26.10 If the Arbitrator or Arbitration Board by his/its award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and this portion of this Collective Agreement does not contain a specific penalty for the infraction, that is the subject matter of the Arbitration, the Arbitrator or Arbitration Board may substitute/modify such penalty for the discharge or discipline as to him/it seems just and fit in all circumstances.
- 26.11 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.
- 26.12 Notwithstanding Clause 26.10 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 TWENTY-SEVEN - JOINT CONFERENCE BOARD**

- 27.01 The parties to this Agreement agree to the establishment of a single Provincial Joint Conference Board, with two Divisions, one covering the Local Union 488, Edmonton jurisdictional area and the other the Local Union 496, Calgary jurisdictional Area.
- Each Division shall have four (4) members appointed by the Employer's Association and four (4) members appointed by the respective Local Union.
- 27.02 Each Division shall attempt to meet once every three (3) months to review the operation of this Agreement and to consider joint action, beneficial to both parties and their respective members.
- 27.03 Where in the opinion of either Division, a meeting of the entire Joint Conference Board is considered desirable, it shall be convened by mutual agreement between the two (2) divisions.
- 27.04 The Parties shall agree on a joint secretariat for each division who shall be responsible to report the activities of the Joint Conference Board to their respective constituents.
- 27.05 (a) A quorum for each Division shall consist of two (2) nominees of each party and decisions of the Board shall be made by a majority of votes cast. Notwithstanding the above and regardless of the number of persons attending each party shall have an equal number of votes to cast on any vote taken.
- (b) The Board shall be concerned with the reviewing of the operations of this Agreement, labour supply, the general technical and economic conditions of the plumbing, pipefitting and air conditioning industry, and may make recommendations to the parties for the benefit of the Industry and the general public.
- (c) The Joint Conference Board shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party (this time limit may be extended by mutual consent of both parties) to deal with any item which either party deems necessary.



27.06 The parties agree that in the event that the Joint Conference Board shall not be effective in this form, then the structure shall, by mutual consent, be varied.

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

28.01 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.

#### **ARTICLE TWENTY-NINE - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION**

##### **DAILY TRAVEL**

29.01 The following conditions as listed in Clauses 29.01 to 29.03 will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.

- (a) A forty-five (45) kilometer radius free zone from the center of the cities of Edmonton or Calgary; (Geodetic Monument) or around any place in which Employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument for Edmonton is 101 Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone
- (b) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed 500, the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The parties shall take into account such considerations as climate, seasons, road capacity, other projects and industries using the same corridors, workforce curves, and site infrastructure
- (c) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of forty five minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.

- 29.02 (a) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options;
- to provide transportation and pay travel allowance, or

- reimburse the Employees, as a vehicle allowance, at the rate of forty seven cents (49¢) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

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

Travel Allowance:

80 km @ 80 km/hr. = 1 hr. @ base rate of \$42.29/hr. = \$42.29

Vehicle Allowance:

80 km. @ 49¢ per km. = \$39.20

for a daily total of \$81.49

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

- Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the Employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
- When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time, providing the delay is in excess of 15 minutes, beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.
- If an Employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate established by the

formula in 29.02 (a) above per kilometre traveled if the Employee uses their own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.

- (f) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.
- (g) Should an Employee residing in camp accommodation be requested by the Employer or the client's designated camp management personnel to move to another room or camp, they shall be paid two (2) hours at the applicable straight time rates to carry out the move.
- (h) When an Employee is being paid subsistence allowance in accordance with Article 29.04 and when there is no suitable accommodation available within 45 km. of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available suitable accommodation and shall determine the number of road kilometers beyond a 45 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with those provisions as identified in Article 29.02. In the event suitable accommodations within a 45 kilometer radius of the project becomes available, the payment of the travel allowance will cease.

#### COMMERCIAL/INSTITUTIONAL

- 29.03 (a) For projects beyond the forty-five kilometre (45 km) free zone for which daily travel is required, then the Employer will provide transportation, plus a travel allowance to be negotiated in consultation with the Union, however, in the event no Agreement is reached with the Union then a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.
- (b) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Pick up points shall be mutually agreed upon.
  - (c) Clauses 29.02 (c), (d), (e), (f), (g) & (h) are also applicable to Commercial & Institutional work.
- 29.04 (a) Applicable within a 475 kilometre radius of the Cities of Edmonton and Calgary (excluding National Parks)

When an Employee is directed or dispatched to work on an out-of-town job, the Employer will provide:

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred and ten (\$110.00) dollars per day except as follows:
  - the Swan Hills region where the rate will be one hundred fifteen dollars (\$115.00)

- the Athabasca, Hardisty, Hanna, Stettler, Camrose, Wainwright and Cold Lake regions where the rate will be one hundred twenty dollars (\$120.00).
- the Edson, Fox Creek, Peace River and Red Deer regions where the rate will be one hundred twenty-five dollars (\$125.00).
- the Grande Prairie and Drumheller regions where the rate will be one hundred thirty dollars (\$130.00).
- the Hinton region where the rate will be one hundred thirty-five dollars (\$135.00).
- the Fort McMurray and Lloydminster regions where the rate will be one hundred ninety-five dollars (\$195.00)

(NOTE: These rates may change over the course of the Agreement. Please check... [www.clra.org](http://www.clra.org) for updates).

- (iv) On a project/jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (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 their Employer for each occasion the accommodation is used. Where the Employer or their 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.
  - (v) Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a first or last day of a scheduled shift provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.
- (b) Applicable beyond a 475 kilometer radius of the Cities of Edmonton and Calgary (excluding National Parks and Northwest Territories)
- When an Employee is directed or dispatched to work on an out-of-town job which will last at least five days, the Employer will provide, on a seven (7) days per week basis:
- (i) camp accommodation; or
  - (ii) Mutually agreed room and board, or subsistence allowance as follows.
  - (iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred and ten (\$110.00) dollars per day.
- Employees failing to report for work on the work day immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.
- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to Clauses 29.04(a)(ii) or 29.04(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered Employers' organizations, which Committee shall make a final and binding decision within five days from the date of referral.

- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the Employer's obligations pursuant to this article.
- (e) (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
- provide suitable room and board; or
  - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
  - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the President of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building Trades Council that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where Employees will be domiciled. In the event that the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 26.03. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included;
- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
  - To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.
  - Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at
  - The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
  - Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.
  - There shall be no more than one reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.
- (f) Applicable to all Regions
- (i) Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather and for whom it is not practical to return to their respective primary Alberta residence (or the Union Hall in the case of non-Alberta residents) shall receive their board and room or daily allowance for those work days they were scheduled to work, during the period such circumstances continue, up to a maximum of three (3) days.

If an Employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from their Employer, the Employee will receive a prorated amount of subsistence based upon the number of hours the Employee worked in the work day, compared to the regularly scheduled hours of work for the day.

If the Employee leaves prior to the normal quitting time with the consent of the Employer they will receive the normal daily subsistence allowance for that day.

- (ii) All camps must meet the specifications as negotiated by Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 - 2018 camp rules and regulations, or any successor thereto.
- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the BTA/CLRa Camp Rules and Regulations.

#### COMMERCIAL/INSTITUTIONAL

29.05 (a) Where Employees are employed in the area beyond that in which daily travel applies and up to a radius of 475 km from the center of the cities of Edmonton or Calgary, as may be appropriate, the Employer may elect to provide:

- camp accommodations (in accordance with the current camp rules and regulations, or any successor standards) which remain available on weekends for those who elect to remain in camp; or
- mutually agreed room and board; or
- subsistence allowance as follows:
  - An amount to be negotiated in consultation with the Union, however, in the event no Agreement is reached with the Union a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.

(b) Beyond a 475 kilometer radius from the center of the cities of Edmonton or Calgary, as may be appropriate, the Employer, where their Employees do not return daily, has the same elections as above, but on the basis of seven (7) days per week.

(c) Clause 29.04 (f) (i) (ii) (iii) are applicable to Commercial & Institutional work.

#### 29.06 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

##### INDUSTRIAL

(a) Employees directed or dispatched to a project/jobsite from which they do not return daily shall be paid travel allowance for initial travel and transportation to the project and return, upon termination of the job or their employment, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:

- (i) up to 200 kilometres - \$84.00 each way;
- (ii) 200 kilometres to 300 kilometres - \$120.00 each way;
- (iii) 300 kilometres to 375 kilometres - \$144.00 each way;
- (iv) over 375 kilometres to 475 kilometres \$216.00 each way, or actual airfare if suitable proof of air transport is provided to the Employer.
- (v) over 475 kilometres - as mutually agreed between the Parties to this Agreement to a maximum of \$330.00) or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.

- (b) When transportation is provided by the employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than a one day of rest scheduled within consecutive scheduled days), an employee, at the time of dispatch, will be allowed to elect to use the such employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article 29.02(b).
- An employee who has elected Collective Agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.
  - An employee who has elected Collective Agreement initial/return/rotation allowances and who is found using employer provided transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.
  - If a person who elects Collective Agreement initial/return/rotation allowances uses employer provided transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
  - Regulations shall be established for the use of employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
  - Notwithstanding the foregoing, an employee who has elected to use employer provided transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- (c) Employees will qualify for, and receive initial transportation allowance to the job site after being employed at the site for either fifteen (15) calendar days or completion of the job, whichever is the lesser.

Should the Employee remain on the job until completion of thirty (30) calendar days, or until completion of the dispatched job requirement, whichever may be the lesser, they shall receive the return transportation allowance to be paid with their final pay cheque.

If the Employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply (e.g. the Fort McMurray region, the Cold Lake Region, etc.), 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 same geographical region 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 allowances where applicable. Should an Employee choose not to accept a transfer, he/she shall be paid all applicable travel allowances and be considered to be laid off.



**29.07 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL**

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
  - (i) Pay an allowance of one hundred and sixty-eight dollars (\$168.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job following return from a turnaround.
  - (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
  - (i) Provide a negotiated transportation allowance, not to exceed scheduled airline air fare where scheduled air service is available, or pay an allowance of three hundred (\$300.00) dollars where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job following return from a turnaround.
  - (ii) Allow Employees Five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (d) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the provisions of 29.06 (a) save and except that the Employee shall remain eligible for rotational leave as per Clauses 29.07 (a)(ii), 29.07 (b)(ii), and 29.07 (c).
- (e) Time spent away from a jobsite due to a jobsite closure or scheduled vacation of one work week (5 days or 4 days as the case may be) or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

29.08 The Initial and Return Transportation Allowances and the Rotational Leave Allowances [applicable to Industrial work] set out herein shall be subject to review in January 2013 and January 2014. In the event that there is an adjustment in the vehicle allowance, pursuant to Clause 29.02 (a) for 2013 and/or 2014, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2013, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1<sup>st</sup> of May, 2013.

**29.09 ROTATIONAL LEAVE (TURNAROUNDS)****COMMERCIAL\INSTITUTIONAL**

- (a) For **COMMERCIAL** and **INSTITUTIONAL** Work the allowance for the Turnaround Leave is to be negotiated between the Employer and the Union. (based on the Industrial format in Clause 29.07(a)(i)& (b)(i)), however in the event that no agreement is reached between the Employer and the Union a decision shall be made by the Registered Employers Organization, which decision shall be final and binding.

### **ARTICLE THIRTY - ENABLING CLAUSE**

- 30.01 Where an Owner/Client or Prime Construction Manager expresses the intention of tendering or awarding 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 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.
- 30.02 All enabled conditions will be available to any signatory contractor bidding the work on which the enabled conditions apply.
- 30.03 (a) Under 30.01 above. terms, conditions and wages contained herein may be varied, altered, amended or modified by the mutual agreement of the parties.
- (b) A menu of enabled terms and conditions that would be available to Employers providing certain conditions are present at time of tender, shall be maintained in the offices of each Local Union, each CLRA office, as well as each office of any Employer who may require access to said menu. Each menu item shall be identified by a reference number. Any such menu item(s) granted must first be authorized in writing by the Business Manager of the respective Local Union or their designate.
- 30.04 Special Project Needs will be applied in accordance with the attached 'Special Project Needs Agreements ('SPNA')' Letter of Understanding

### **ARTICLE THIRTY-ONE - EMPLOYER ASSOCIATION FUNDS**

- 31.01 (a) In satisfaction of the Employers' obligations under Section 163 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 163 of the Code.

The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be six (6¢) per hour for each and every hour worked by Employees of the Employer that are affected by construction registration certificate no. 48 and by this Collective Agreement.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 163 of the Labour Relations Code and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

- (b) In addition to the contributions stipulated above, an amount which is currently four cents (4¢) per hour worked (and which can be changed at the choice of Construction Labour Relations - Alberta (CLRa)), shall be forwarded to Construction Labour Relations at 2725-12<sup>th</sup> Street NE, Calgary, Alberta T2E 7J2. These contributions shall be used by CLRa to provide the Construction Employee and Family Assistance Benefit Plan (CEFAP) for all bargaining unit Employees employed under the terms of this Collective Agreement pursuant to the plan rules.
- (c) CLR is engaged in a number of other initiatives. These will vary from trade to trade, but in addition to the CEFAP, may include the Audiometric Testing and Hearing Protection program, the Rapid Site Access Program, and measures to enhance the training of supervisors. These contributions will be consolidated into the Employee Wellness and Development Fund, for which the CLRa Board will establish, for each Trade Division and amend from time to time, the contribution rates and the initiatives to be covered.
- 31.02 All cost relating to the administration of the fund(s) shall be borne by the above Association.

**ARTICLE THIRTY-TWO - SUPPLEMENTARY UNEMPLOYMENT BENEFIT FUND AND  
INDUSTRY STANDARD IMPROVEMENT TRUST FUND  
(Mechanical Membership Development Fund for Local 496)**

- 32.01 The amounts specified in the wage schedules in Clause 8.01 designated as 'ISIT/SUB Fund' or in the case of wage schedules applying to Local 496 designated as 'MMD Fund' shall be contributed by the Employer for every hour that an Employee covered by the terms of this Agreement is employed, within either the Local 488 or 496 jurisdiction, as indicated in Clause 8.11 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.
- 32.02 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 of each Employee, and forwarded with a cheque in the required amount, on or before the 15<sup>th</sup> day of the month following the month for which such amounts have been withheld, to the 'Industry Standard Improvement Trust Fund' in care of Local Union 488, or the Mechanical Membership Development Fund in care of Local Union 496, as appropriate. A copy of the said list to be retained by the Employer.
- 32.03 In the case of failure of the Employer to forward the contributions to 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.
- 32.04 All amounts paid by the Employer to the Local 488 Industry Standard Improvement Trust Fund or the Local 496 Mechanical Membership Development 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.
- 32.05 The liability of any Employer to the Supplementary Employee Benefit Fund shall be limited to their 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.

32.06 The terms of the Agreement and Declaration(s) of Trust shall govern the operation and administration of the ISIT Fund Plan and the MMD Fund and any changes made to the Declaration(s) of Trust by the Trustees, must be ratified by the Parties to this Collective Agreement. Any increase to the amounts to be contributed as proposed by the Trustees must also be ratified by the Parties to this Collective Agreement.

32.07 Trustees shall be appointed to administer each Fund in accordance with the terms of the appropriate Trust Agreement.

32.08 The establishment of the Supplementary Unemployment Benefit Plan will be applicable for work within the jurisdiction of Local 488 only. This Plan is designed solely to reimburse eligible Employees to a maximum of \$413.00, or 95%, of insurable weekly earnings per week (whichever amount is the lessor) for each of the two (2) weeks 'waiting period' of an eligible Employment Insurance claim.

The SUB Fund shall be financed exclusively by hourly Employer contributions provided under the Industry Standard Improvement Trust Fund at the rate of ten cents (10¢) per hour earned. The operation of the SUB Fund shall be governed by the terms and conditions of the SUB Fund Trust Agreement.

It is further agreed by the Parties to this Agreement that all funding and benefit provisions as outlined above shall remain as maximum unless agreed to by the Parties and ratified by their constituents.

### **ARTICLE THIRTY-THREE - DURATION**

33.01 This Agreement comes into force on May 1, 2011 and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2015.

33.02 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 30<sup>th</sup> day of April, 2015, or any subsequent anniversary date.

33.03 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.

33.04 If notice to negotiate is not given pursuant to this Article, then the Agreement shall remain in full force and effect yearly thereafter.

**SIGNING PAGE**

This Agreement Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011  
in Edmonton, Alberta by and between

Construction Labour Relations -  
An Alberta Association  
Mechanical (Provincial) Trade Division  
Pursuant to Registration Certificate No. 27  
AB

United Association of Journeymen and  
Apprentices of the Plumbing and Pipe  
Fitting Industry of the United States and  
Canada, Local Union 488 - Edmonton,

per \_\_\_\_\_  
*R. Neil Tidsbury*  
*President*

per \_\_\_\_\_  
*Larry Matychuk*  
*Business Manager/  
Financial Secretary*

United Association of Journeymen and  
Apprentices of the Plumbing and Pipe  
Fitting Industry of the United States and  
Canada, Local Union 496 - Calgary, AB

per \_\_\_\_\_  
*Ken Jones*  
*Business Manager*

## **Letter of Understanding**

by and between

**Construction Labour Relations - An Alberta Association  
Mechanical (Provincial) Trade Division  
(the 'Association')**

and

**United Association of Journeymen and Apprentices of the Plumbing  
& Pipe Fitting Industry of the United States and Canada**

**Local Union 488 Edmonton, Alberta  
(the 'Union')**

**Re: Rapid Site Access Program**

### **WHEREAS:**

- 1) The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- 2) The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- 3) Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the 'Canadian Model'), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 4) Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.
- 5) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.
- 6) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.
- 7) In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.

- 8) Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

**NOW THEREFORE, IT IS AGREED** between the Parties hereto that:

- (a) Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
- (b) The Union's agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply.
- (c) Subject to (b) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered employers' organization and the Rapid Site Access Administrative Committee.
- (d) For Industrial work, the employer contributions shall be established by the CLR and may be changed by the Board of Directors of Construction Labour Relations - An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. RSAP contributions shall be forwarded to Construction Labour Relations at #207, 2725 - 12<sup>th</sup> Street NE, Calgary Alberta T2E 7J2. These contributions shall be used by CLR to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
- (e) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

***This Letter of Understanding signed on May 9<sup>th</sup>, 2011 by:***

*Neil Tidsbury - CLRa President (original signature on file)*

*Larry Matychuk - Business Manager/Financial Secretary, UA Local Union 488 (original signature on file)*

**Letter of Understanding  
Special Project Needs Agreements ('SPNA')**

1. A SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
2. An **Owner** is an organization developing an Industrial Construction project in Alberta.  
A **Contractor** shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.  
The **Building Trades** shall mean the affiliated Unions of the Building Trades of Alberta.
3. An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the 'Coordinating Committee') and shall specify the location of the project and the scope of the work to be performed.
4. If the project gate is beyond daily commuting distance (beyond 125 km of the city centre of either Calgary or Edmonton) the SPNA for the project shall be in the form attached as Template A.
5. If the project gate is within daily commuting distance (within 125 km of the city centre of either Calgary, or Edmonton or within 45 km of the city centre of Red Deer) the SPNA for the project shall be in the form attached as Template B.
6. Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable template shall be the location of the project, the scope of the work and the effective date.
7. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
8. Upon the filing of a grievance under Clause 7, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
9. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31<sup>st</sup> day after the SPNA is received from the Chair of the Coordinating Committee.
10. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2011

***This Letter of Understanding signed on May 9<sup>th</sup>, 2011 by:***

*Neil Tidsbury - CLRa President (original signature on file)*

*Larry Matychuk - Business Manager/Financial Secretary, UA Local Union 488 (original signature on file)*

*Ken Jones - Business Manager, UA Local Union 496 (original signature on file)*

**COPIES OF THE SPNAs CAN BE FOUND ON OUR WEBSITE AT:  
[www.local488.ca](http://www.local488.ca) UNDER 'AGREEMENTS'.**