

**ALBERTA PAINTING
COLLECTIVE AGREEMENT**

BY AND BETWEEN:

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, LOCAL 177
OF EDMONTON, ALBERTA
(HEREINAFTER referred to as the "UNION")**

- AND -

ALBERTA COATING CONTRACTORS ASSOCIATION
**On behalf of the Painting Contractors affected by the Registration
Certificate No. 58 pursuant to the Alberta Labour Relations Code.**
(HEREINAFTER referred to as the "EMPLOYER")

MAY 1, 2011

**02576 (12)
APRIL 30, 2015**

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ARTICLE 1 OBJECT

1:01 The **object of this** Agreement is to stabilize the industry, elevate the trade and to promote peace and **harmony between the Employer and** Employees; to facilitate the peaceful adjustment of all **disputes** and grievances, to prevent strikes and lockouts, waste, **expense**, avoidable and unnecessary delays in construction, maintenance and shop work; **and** to carry out active participation in an up-to-date Apprenticeship Training Program.

ARTICLE 2 CLASSIFICATIONS AND WAGES

2:01 It is agreed the following provisions shall be applied:

- (a) All signatory contractors agree to a policy of hiring only qualified Journey Persons or indentured Apprentices as defined in the current Alberta Painting Collective Agreement and the Union **agrees** to dispatch **only** qualified Journey Persons or indentured Apprentices.
- (b) All Painters with less than **four (4) years** membership and not having a Provincial T.Q.C., Interprovincial Red Seal or the IUPAT Local 177 Journeyman Industrial Painter Certificate (JIP) shall be **indentured as Apprentices**. All Painters with more **than** four (4) years membership and not having a Provincial T.Q.C., Interprovincial Red Seal or the IUPAT Local 177 Journeyman Industrial Painter Certificate (JIP) shall be required to apply and write for a T.Q.C. Failing this, they shall **be** paid as a Non-Ticketed member at the minimum rate of eighty-five (85%) percent of the applicable Journey Person's rate.
- (c) In the event the Union is unable to supply the Employer with the required workers from its membership within two (2) full working days, **excluding** weekends **and** holidays, the Employer shall **have the right to employ potential members**. All potential members shall be cleared through the Union **prior** to commencing **work**. Any permit issued under **clearance** from the Union pursuant to this Clause **shall** be revocable by the Union providing such action does not interfere with the completion of the normal course of that shift. The Employer shall replace such potential members with members **of** the Union **within** twenty-four (24) hours of receiving a request from the Union. This **twenty-four (24) hour** notice shall be extended to fifteen (15) days where the potential member has been sent to an out-of-town job **by the Employer**.

Potential members sent to out-of-town jobs must have the prior approval of the Union before proceeding to out-of-town jobs.

2:02 Journey Person Premiums

Foreman rates above Journey Person rate are:

- Tier One - 10%
- Tier Two - 15%

General Foreman (where **designated**) twenty (20%) percent above Journey Person rate.

2:03 Journey Person Wage Rate Schedules

The Union **agrees** that **the base wage** (hourly rate) **will be indicated on the Union Dispatch Slip.**

- A. Commercial
- B. Shop
- C. Industrial

Northern Economic Living Allowance

Should two or more BTA affiliates achieve a wage premium or other compensation for residing in the Wood Buffalo Region, such compensation will form part of this Agreement.

A. COMMERCIAL (BRUSH & ROLL)

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	25.55	2.56	1.25	3.00	0.45	32.81
MAY 1, 2011	25.55	2.56	1.50	3.00	0.45	33.06
MAY 1, 2012	25.80	2.58	1.75	3.00	0.45	33.58
MAY 1, 2013	26.30	2.63	1.75	3.00	0.45	34.13
MAY 1, 2014	26.80	2.68	1.75	3.00	0.45	34.68
3 RD YEAR APPRENTICE (85% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	21.72	2.17	1.25	3.00	0.45	28.59
MAY 1, 2011	21.72	2.17	1.50	3.00	0.45	28.84
MAY 1, 2012	21.93	2.19	1.75	3.00	0.45	29.32
MAY 1, 2013	22.36	2.24	1.75	3.00	0.45	29.80
MAY 1, 2014	22.78			3.00	0.45	30.26
2 ND YEAR APPRENTICE (75% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	19.16			3.00	0.45	25.78
MAY 1, 2011	19.16	1.92	1.50	3.00	0.45	26.03
MAY 1, 2012	19.35	1.94	1.75	3.00	0.45	26.49
MAY 1, 2013	19.73	1.97	1.75	3.00	0.45	26.90
MAY 1, 2014	20.10	2.01	1.75	3.00	0.45	27.31
2 ND YEAR APPRENTICE (Note 1) (75% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	19.16	1.92	1.50	1.50	0.45	24.53
MAY 1, 2012	19.35	1.94	1.75	1.50	0.45	24.99
MAY 1, 2013	19.73	1.97	1.75	1.50	0.45	25.40
MAY 1, 2014	20.10	2.01	1.75	1.50	0.45	25.81
1 ST YEAR APPRENTICE (65% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	16.61	1.66	1.25	3.00	0.45	22.97
MAY 1, 2011	16.61	1.66	1.50	3.00	0.45	23.22
MAY 1, 2012	16.77	1.68	1.75	3.00	0.45	23.65
MAY 1, 2013	17.10	1.71	1.75	3.00	0.45	24.01
MAY 1, 2014	17.42	1.74	1.75	3.00	0.45	24.36
1 ST YEAR APPRENTICE (Note 1) (55% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	14.05	1.41	1.50	1.50	0.45	18.91
MAY 1, 2012	14.19	1.42	1.75	1.50	0.45	19.31
MAY 1, 2013	14.47	1.45	1.75	1.50	0.45	19.62
MAY 1, 2014	14.74	1.47	1.75	1.50	0.45	19.91
FOREMAN (TIER ONE) (110% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	28.11	2.81	1.25	3.00	0.45	35.62
MAY 1, 2011	28.11	2.81	1.50	3.00	0.45	35.87
MAY 1, 2012	28.38	2.84	1.75	3.00	0.45	36.42
MAY 1, 2013	28.93	2.89	1.75	3.00	0.45	37.02
MAY 1, 2014	29.48	2.95	1.75	3.00	0.45	37.63

FOREMAN (TIER TWO) (115% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	29.38	2.94	1.50	3.00	0.45	37.27
MAY 1, 2012	29.67	2.97	1.75	3.00	0.45	37.84
MAY 1, 2013	30.25	3.03	1.75	3.00	0.45	38.48
MAY 1, 2014	30.82	3.08	1.75	3.00	0.45	39.10
GENERAL FOREMAN (120% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	30.66	3.07	1.25	3.00	0.45	38.43
MAY 1, 2011	30.66	3.07	1.50	3.00	0.45	38.68
MAY 1, 2012	30.96	3.10	1.75	3.00	0.45	39.26
MAY 1, 2013	31.56	3.16	1.75	3.00	0.45	39.92
MAY 1, 2014	32.16	3.22	1.75	3.00	0.45	40.58

A. COMMERCIAL (SPRAY & SANDBLAST)

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	27.05	2.71	1.25	3.00	0.45	34.46
MAY 1, 2011	27.05	2.71	1.50	3.00	0.45	34.71
MAY 1, 2012	27.30	2.73	1.75	3.00	0.45	35.23
MAY 1, 2013	27.80	2.78	1.75	3.00	0.45	35.78
MAY 1, 2014	28.30	2.83	1.75	3.00	0.45	36.33
3RD YEAR APPRENTICE	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	23.22	2.32	1.25	3.00	0.45	30.24
MAY 1, 2011	23.22	2.32	1.50	3.00	0.45	30.49
MAY 1, 2012	23.72	2.37	1.75	3.00	0.45	31.29
MAY 1, 2013	24.22	2.42	1.75	3.00	0.45	31.84
MAY 1, 2014	24.72	2.47	1.75	3.00	0.45	32.39
2ND YEAR APPRENTICE	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	20.66	2.07	1.25	3.00	0.45	27.43
MAY 1, 2011	20.66	2.07	1.50	3.00	0.45	27.68
MAY 1, 2012	20.85	2.09	1.75	3.00	0.45	28.14
MAY 1, 2013	21.23	2.12	1.75	3.00	0.45	28.55
MAY 1, 2014	21.60	2.16	1.75	3.00	0.45	28.96
2ND YEAR APPRENTICE (Note 1)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	20.66	2.07	1.50	1.50	0.45	26.18
MAY 1, 2012	20.85	2.09	1.75	1.50	0.45	26.64
MAY 1, 2013	21.23	2.12	1.75	1.50	0.45	27.05
MAY 1, 2014	21.60	2.16	1.75	1.50	0.45	27.46
1ST YEAR APPRENTICE	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	18.11	1.81	1.25	3.00	0.45	24.62
MAY 1, 2011	18.11	1.81	1.50	3.00	0.45	24.87
MAY 1, 2012	18.27	1.83	1.75	3.00	0.45	25.30
MAY 1, 2013	18.60	1.86	1.75	3.00	0.45	25.66
MAY 1, 2014	18.92	1.89	1.75	3.00	0.45	26.01

1ST YEAR APPRENTICE (Note 1)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	15.55	1.56	1.50	1.50	0.45	20.56
MAY 1, 2012	15.69	1.57	1.75	1.50	0.45	20.96
MAY 1, 2013	15.97	1.60	1.75	1.50	0.45	21.27
MAY 1, 2014	16.24	1.62	1.75	1.50	0.45	21.56
FOREMAN (TIER ONE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	29.61	2.96	1.25	3.00	0.45	37.27
MAY 1, 2011	29.61	2.96	1.50	3.00	0.45	37.52
MAY 1, 2012	29.83	2.98	1.75	3.00	0.45	38.01
MAY 1, 2013	30.43	3.04	1.75	3.00	0.45	38.67
MAY 1, 2014	30.98	3.10	1.75	3.00	0.45	39.28
FOREMAN (TIER TWO)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	30.88	3.09	1.50	3.00	0.45	38.92
MAY 1, 2012	31.17	3.12	1.75	3.00	0.45	39.49
MAY 1, 2013	31.75	3.18	1.75	3.00	0.45	40.13
MAY 1, 2014	32.32	3.23	1.75	3.00	0.45	40.75
GENERAL FOREMAN	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	32.16	3.22	1.25	3.00	0.45	40.08
MAY 1, 2011	32.16	3.22	1.50	3.00	0.45	40.33
MAY 1, 2012	32.46	3.25	1.75	3.00	0.45	40.91
MAY 1, 2013	33.06	3.31	1.75	3.00	0.45	41.57
MAY 1, 2014	33.66	3.37	1.75	3.00	0.45	42.23

Note 1: a) 1st and 2nd Year Apprentices hired after May 1, 2011 shall have a pension contribution of \$1.50/hour.

b) 1st Year Apprentices hired after May 1, 2011 shall be paid at 55% of the Journeyman Rate.

B. SHOP RATE*

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	32.97	3.30	1.25	3.00	0.65	41.17
MAY 1, 2011	32.97	3.30	1.50	3.00	0.65	41.42
NOVEMBER 1, 2011	32.97	3.30	1.75	3.00	0.65	41.67
3RD YEAR APPRENTICE (85% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	28.02	2.80	1.25	3.00	0.65	35.72
MAY 1, 2011	28.02	2.80	1.50	3.00	0.65	35.97
NOVEMBER 1, 2011	28.02	2.80	1.75	3.00	0.65	36.22
2ND YEAR APPRENTICE	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	26.09	2.61	1.25	1.50	0.65	32.10
MAY 1, 2011	26.09	2.61	1.50	1.50	0.65	32.35
NOVEMBER 1, 2011	26.09	2.61	1.75	1.50		32.60
1ST YEAR APPRENTICE	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN		WAGE PACKAGE
APRIL 30, 2011	22.79	2.28	1.25	1.50		28.47
MAY 1, 2011	22.79	2.28	1.50	1.50		28.72
NOVEMBER 1, 2011	22.79	2.28	1.75	1.50	0.65	28.97
FOREMAN (TIER ONE) (110% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	36.27	3.63	1.25	3.00	0.65	44.80
MAY 1, 2011	36.27	3.63	1.50	3.00	0.65	45.05
NOVEMBER 1, 2011	36.27	3.63	1.75	3.00	0.65	45.30
FOREMAN (TIER TWO) (115% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	37.91	3.79	1.50	3.00	0.65	46.85
NOVEMBER 1, 2011	37.91	3.79	1.75	3.00	0.65	47.10
GENERAL FOREMAN (120% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	39.56	3.96	1.25	3.00	0.65	48.42
MAY 1, 2011	39.56	3.96	1.50	3.00	0.65	48.67
NOVEMBER 1, 2011	39.56	3.96	1.75	3.00	0.65	48.92

NOTE: Effective June 1, 2003, for indentured 1st and 2nd Year Apprentices, \$1.50 was deducted from their Pension Plan contribution and added to their Base Wage/Vacation package.

*Wage adjustments for 2012, 2013 and 2014 will be calculated in accordance with the formulas contained in Appendix "A".

C. INDUSTRIAL (BRUSH & ROLL)*

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	38.87	3.89	1.25	4.00	0.65	48.66
MAY 1, 2011	38.87	3.89	1.50	4.00	0.65	48.91
NOVEMBER 1, 2011	38.87			4.00	0.65	49.16
3RD YEAR APPRENTICE (85% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	33.04			4.00	0.65	42.24
MAY 1, 2011	33.04	3.30	1.50	4.00	0.65	42.49
NOVEMBER 1, 2011	33.04	3.30	1.75	4.00	0.65	42.74
2ND YEAR APPRENTICE (75% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	29.15	2.92	1.25	4.00	0.65	37.97
MAY 1, 2011	29.15	2.92	1.50	4.00	0.65	38.22
NOVEMBER 1, 2011	29.15			4.00	0.65	38.47
1ST YEAR APPRENTICE (65% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	25.27	2.53	1.25	4.00	0.65	33.70
MAY 1, 2011	25.27	2.53	1.50	4.00	0.65	33.95
NOVEMBER 1, 2011	25.27	2.53	1.75	4.00	0.65	34.20
FOREMAN (TIER ONE) (110% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	42.76	4.28	1.25	4.00	0.65	52.94
MAY 1, 2011	42.76	4.28	1.50	4.00	0.65	53.19
NOVEMBER 1, 2011	42.76	4.28	1.75	4.00	0.65	53.44
FOREMAN (TIER TWO) (115% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	44.70	4.47	1.50	4.00	0.65	55.32
NOVEMBER 1, 2011	44.70	4.47	1.75	4.00	0.65	55.57
GENERAL FOREMAN (120% OF JOURNEY PERSON RATE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	46.64	4.66	1.25	4.00	0.65	57.20
MAY 1, 2011	46.64	4.66	1.50	4.00	0.65	57.45
NOVEMBER 1, 2011	46.64	4.66	1.75	4.00	0.65	57.70

*Wage adjustments for 2012, 2013 and 2014 will be calculated in accordance with the formulas contained in Appendix "A".

C. INDUSTRIAL (SPRAY & SANDBLAST)"

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	40.47	4.05	1.25	4.00	0.65	50.42
MAY 1, 2011	40.47	4.05	1.50	4.00	0.65	50.67
NOVEMBER 1, 2011	40.47	4.05	1.75	4.00	0.65	50.92
3RD YEAR APPRENTICE	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	34.64	3.46	1.25	4.00	0.65	44.00
MAY 1, 2011	34.64	3.46	1.50	4.00	0.65	44.25
NOVEMBER 1, 2011	34.64	3.46	1.75	4.00	0.65	44.50
2ND YEAR APPRENTICE	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	30.75	3.08	1.25	4.00	0.65	39.73
MAY 1, 2011	30.75	3.08	1.50	4.00	0.65	39.98
NOVEMBER 1, 2011	30.75	3.08	1.75	4.00	0.65	40.23
1ST YEAR APPRENTICE	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	26.87	2.69	1.25	4.00	0.65	35.46
MAY 1, 2011	26.87	2.69	1.50	4.00	0.65	35.71
NOVEMBER 1, 2011	26.87	2.69	1.75	4.00	0.65	35.96
FOREMAN (TIER ONE)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	44.36		1.25	4.00	0.65	54.70
MAY 1, 2011	44.36		1.50	4.00	0.65	54.95
NOVEMBER 1, 2011	44.36	1.75	4.00	0.65	55.20
FOREMAN (TIER TWO)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 1, 2011	46.30	4.63	1.50	4.00	0.65	57.08
NOVEMBER 1, 2011	46.30	4.63	1.75	4.00	0.65	57.33
GENERAL FOREMAN	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
APRIL 30, 2011	48.24	4.82	1.25	4.00	0.65	58.96
MAY 1, 2011	48.24	4.82	1.50	4.00	0.65	59.21
NOVEMBER 1, 2011	48.24	4.82	1.75	4.00	0.65	59.46

*Wage adjustments for 2012, 2013 and 2014 will be calculated in accordance with the formulas contained in Appendix "A".

2:04 Abbreviations and Definitions

- (a) **ACCA:** Alberta Coating **Contractors** Association
- (b) **BTA:** Building Trades of Alberta
- (c) **IUPAT:** International Union of Painters and Allied Trades
- (d) **Journey Person:** The **holder** of a Certificate of Qualification under the Alberta Apprenticeship Act, Interprovincial Red Seal or the IUPAT Local 177 Journeyman Industrial Painter Certificate (JIP).
- (e) **Non-Ticketed Journey Person:** Employees with more than four (4) years membership and 8,000 hours but not holding a certification as defined in Article 2:04 (d) **will be considered** a Non-Ticketed Journey Person and will be paid in accordance with Article 2:01 (b).
- (f) **Apprentice:** Any Employee of a Signatory Employer who is not a Journey Person as defined in Article 2:04 (d) or Non-Ticketed Journey Person as defined in Article 2:04 (e) will be considered an Apprentice as **defined** in **Article 12:00**. It is understood there will be jointly **developed** criteria **by May 1, 2012** that will **determine** how non-indentured apprentices will move through the system.
- (g) **Foreman;** A Foreman is a **recognized Journey Person who** normally performs the **duties** of the Trade and is in charge of a minimum of **three (3)** Employees to a **maximum of ten (10)** Employees. Premium pay for **this** classification shall **be** in addition to the **Journey Person's rate** and premiums for the work performed. The Employer has the right to designate a Foreman on jobs with less than **three (3) Employees**.
- (h) **General Foreman:** Where designated, the Employer shall employ a **General Foreman** where **there** are more than **10 Employees**. **The Employer** has the right to designate a General Foreman on jobs with **less** than **10 Employees**.
- (i) Foremen **and General** Foremen shall be recognized Journeyman members of the Union.
- (ii) Tier One Foremen should have IUPAT LMCI Supervisory Training or Better Supervision.
- (iii) Tier Two Foremen and General Foremen must have IUPAT LMCI Supervisory Training or Better Supervision and Leadership for Safety **Excellence and Leaders Building Leaders**.
- (i) **Commercial:** **Commercial work shall include** renovations & repaints, institutional renovations & repaints and residential.

- (j) **Industrial:** Industrial shall be defined as new including tendered shutdowns, commercial on new industrial sites and all maintenance as described below.
- (k) **Maintenance:** Maintenance shall be defined as any work done within the confines of a working plant, including but not limited to, untendered shutdowns and commercial painting.
- (l) **Shop:** Shop work shall be defined as any work performed within the confines of the Contractor's registered place of business. Shop work shall not include work performed at the business premises of others without the prior approval of the Union and shall include the preparation, sandblasting, painting and all incidental work thereto in order to perform shop coatings on oil field equipment, drilling equipment, trucks, tanks, valves, heavy equipment, vessels, derricks, structural steel, piping, etcetera.
- (m) **Special Dispensation:** It is agreed that any member who, due to age and/or physical disability, is unable to perform work to the required level of the Employer, may apply to the Union for special dispensation. If such dispensation should be granted by the Union, the Union will negotiate with the Employer a just rate of pay; if such agreement is reached, an addendum will be signed by the Union, the Employer, and the Employee, and such agreement will be binding upon all Parties for this one instance only. In all cases affecting such agreements, rates of pay only are to be negotiated and agreed, and in all cases, all benefits, terms and conditions, etcetera, in the body of this Agreement will apply.

ARTICLE 3 HOURS OF WORK AND OVERTIME

- 3:01** (a) The maximum of eight (8) hours shall constitute a normal day of work beginning at 8:00 AM and ending by 5:00 PM (except when one-half (½) 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.
- (b) The Employer may vary the start/quit times by changing the scheduled starting time up to one (1) 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 job site and in no circumstances shall split shifts be created, unless mutually agreed between the parties.

3:02 OVERTIME (INDUSTRIAL)

- (a) 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.
- (b) 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.
- (i) All other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.
- (ii) All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.

COMMERCIAL/INSTITUTIONAL/SHOP

- (iii) 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 (1½) times the applicable rate of pay except for work in Local 177's jurisdiction where work on Statutory Holidays will be paid at two (2) times the applicable rate of pay.
- (c) For the purposes of calculating overtime hours, overtime shall normally be paid upon the completion of the regular day shift. When an Employee is required to work prior to the commencement of their regular shift, such time shall be considered as overtime.

3:03 SHIFT WORK

- (a) **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.**
- (b) **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 an 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.**
- (c) **The first shift shall work a normal shift as set out in Article 3:01 and/or 3:05 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.**
- (d) **Shift work other than the normal shift as outlined in Article 3:03 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.**
- (e) **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.**
- (f) **When an Employee loses a regular day through the implementation or termination of shift work, then the Employee shall be paid a regular day pay for the day lost.**
- (g) **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.**

3:04 INCLEMENT WEATHER

In the event of such climate conditions existing that might cause a **hardship** to any of the Parties to this Agreement, the Employer (or his authorized representative) and the specific Employees involved on **the job** may petition each other for **leave to deviate from the regular hours** of work as contained in this Agreement. When such a **request** has been made, a **vote** shall be held between the Employees on the **job** and if the majority agree to deviate from the regular hours of work, **it shall** not be considered a violation of this Agreement. The Union shall be informed prior to implementation of this Clause,

3:05 COMPRESSED WORK WEEK

(a) The maximum of ten (10) hours shall constitute a normal day of 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.**

(i) **The Employer may vary the start/quit times by** changing the scheduled starting time up to one (1) hour at their option.

(ii) Variances beyond one (1) hour shall be agreed mutually by the **Employer** and the Business Representative of the Union.

(iii) **A change in start/quit times** shall be applied consistently on the job site and in **no circumstances shall split shifts be created, unless** mutually agreed between the parties.

(b) 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.

(c) Where this option is **worked**, all hours in excess of ten (10) hours per day Monday through Thursday, shall be paid for at **one and one-half (1½) times** the applicable rate of pay, **All hours in excess of twelve (12) hours shall be paid at two (2) times the applicable rate** of pay, When Friday is worked, the first ten (10) hours shall be paid at one and one-half (1½) times the applicable rate of pay. Notwithstanding the foregoing, all overtime hours on Commercial, Institutional and **Shop projects shall be paid for at the rate of time and one-half (1½)** except for work in Local 177's jurisdiction where **work** on Statutory Holidays shall be paid at two (2) times the applicable rate.

(d) When job **circumstances** merit a change in the hours of **work, the Employer** shall notify the Union office at least forty-eight (48) hours, where practical, before such change becomes **effective.**

(e) INDUSTRIAL

- (i) When a compressed work week is being worked and a Statutory Holiday falls on a regularly scheduled work day(s) off, then the following regular 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.

COMMERCIAL/INSTITUTIONAL

- (ii) 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 (1 ½) times 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.
- (f) The parties understand and agree that on remote job sites 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.

3:06 OVERTIME MEALS

Unscheduled Overtime: When an Employee is required to work more than ten (10) hours in a shift, the Employer shall supply him with a suitable hot meal and every four (4) hours thereafter. Meals are to be provided by the Employer on company time at no cost to the Employee or the Employer shall pay each Employee a meal allowance of thirty (\$30.00) dollars in lieu thereof.

Scheduled Overtime: Where Employees are advised, at least 24 hours in advance of the overtime shift, that they will be working a shift where overtime meals will apply, Employees will be expected to bring their own overtime meal but will be provided with a one-half hour break paid at straight time rates to consume the meal,

3:07 OVERTIME AND PERSONAL TIME OFF

- a) A worker may request they be preauthorized to take a personal unpaid absence providing they give a minimum of seven (7) calendar days advance notice of their request to their authorized company representative. Where it is not practical to provide seven (7) 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. Except in exceptional circumstances, personal unpaid absence allowance under this article shall not exceed a half (1/2) shift per month or one (1) shift every two

{2} months.

- b) A worker that is preauthorized to take personal time off pursuant to the **above procedure**, 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 (8) or **ten (10) 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 or unscheduled for that **week**.
- c) 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 hours in a day or **forty** hours **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.

3:08 COMMERCIAL OCCUPIED PREMISES

For the sole purposes of commercial work in occupied **premises** where **the Employer** cannot **work** regular **work shifts** as set out in this Article due to job **conditions** and/or owner/tenant requirements, or the area in which the work is to be performed is used for its usual business purposes during the day, a regular work period or periods of **eight (8) consecutive hours** in any twenty-four (24) hour **period** may be worked for five (5) consecutive twenty-four (24) hour periods. **Work performed** during the above noted five (5) consecutive **twenty-four (24) hour periods** will be at the regular day shift wage rate. The next two (2) consecutive twenty-four (24) hour periods will be fixed at the sixth and seventh periods and if worked by the Employee shall be paid at time and one-half (1.5x).

ARTICLE 4 STATUTORY HOLIDAYS - PAY

- 4:01 The **legal and recognized holidays** are: **New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, One Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day**, and any other day that may

be declared by Federal, Provincial or Civic Governments.

- 4:02** No work shall be performed on Labour Day unless the preservation of life or property makes it necessary.
- 4:03** It is agreed that when any Statutory Holiday falls on a Saturday and/or Sunday, the following working day and/or working days will be observed.
- 4:04** For the Statutory Holidays named in this Agreement, the Employer will pay four (4%) percent of gross earnings to each Employee on each and every pay day.

ARTICLE 5 VACATION PAY

- 5:01** To provide for vacation, the Employer will pay six (6%) percent of gross earnings to each Employee on each and every pay day.

ARTICLE 6 SPRAY AND BLAST PAY

- 6:01** When a Request for Manpower indicates an Employee needs to be able to Blast, Spray or do related work, they will be dispatched and paid at the Blast and Spray rate. When an Employee's duties change to include Blast, Spray or related work, they will be paid at the Blast and Spray rate for the entire shift. When the scope changes to Brush and Roll, the Union will be notified accordingly and the Brush and Roll rate would then apply.

ARTICLE 7 UNION SECURITY

- 7:01** Union membership in good standing is a condition of employment for all Employees. The Employer recognizes the Union as the sole and exclusive bargaining agent for its Employees engaged in the work outlined in Article 10 of this Agreement.
- 7:02** The Employer agrees that it will employ Union members only through the Union office, and the Union shall have two (2) full working days to supply a suitable or more highly skilled individual. In the event that the Union cannot supply people when requested by the Employer, the Employer may employ whomsoever he chooses, providing that the person has the same or superior skill level or classification that the Employer requested the Union to supply. All non-union Employees must make application to join the Union immediately upon commencing employment and if acceptable to the Union, become members of the Union within thirty (30) days of the date of commencing employment, No new hires shall be allowed to commence work for an Employer without notification or dispatch from the Union.

- 7:03 Union Dues Deductions:**
- (a)** It is agreed that the Employer will deduct Union dues as designated by the Union from the Employee's first pay, and on the first pay of each month thereafter as a condition of employment.
- (b)** It is further agreed that Administration Processing Fees and assessments will be deducted by the Employer when the Employer is presented with a signed authorization, Such dues, processing fees and assessments will be computed upon a unified Remittance Form as supplied and remitted to the Financial Secretary of IUPAT Local 177, no later than the fifteenth (15th) day of the month following the deductions.
- 7:04** It is further agreed that should the Employer fail to deduct Union dues and assessments as required by this Agreement, the Employer will be responsible for the payment of all monies that should have been deducted and will pay these monies to the Union as required by this Agreement.
- 7:05** No Union Member will be laid off by the Employer while a potential member is working for the Employer.
- 7:06** A Union Member may replace a potential member on any job within twenty-four (24) hours of the Employer being notified by the Union; except an Employee working on an out-of-town job will be replaced pursuant to Article 2:01 (c).
- 7:07** Notification by Employers (Out-of-Town Work): The Employer agrees to notify the Union of all out-of-town contracts prior to commencing work.
- 7:08** The Employer, party of this Agreement, shall be given preference in the supply of Union Employees when available. The Union will encourage its members to work only for Union shops when work is available.
- 7:09** All out-of-town Employers must establish an address and telephone number in the locality in which they are active.

ARTICLE 2 TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION & ACCOMMODATION

8:01 DAILY TRAVEL

The following conditions as listed in Articles 8:01 to 8:03 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) kilometre radius free zone from the centre 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 (subject to **Article 8:01 (b)(ii)**).

(b) (i) 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 five hundred (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.

(ii) 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.

- 8:02** (a) For projects beyond the forty-five (**45**) kilometre 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-nine (\$0.49) cents per kilometre 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 travelling 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 Building Trades of Alberta shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional 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 1st of each year, to **the** rate so determined by the Coordinating Committee and the Council.

Example Only - A Journeyman member travelling to a project located 40

road kilometres from the edge of the free zone at **80 km** per hour each way would receive the following for each day worked:

Travel Allowance:

80 km @ 80 km/hr. = 1 hr. @ base rate of \$38.87/hr. = \$38.87

Vehicle Allowance:

80 km @ \$0.49 per km =

\$39.20

Daily Total

\$78.07

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

- (b) 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.
- (c) **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**.
- (d) When the transportation provided by **the Employer for the** conveyance of Employees is delayed by circumstances beyond the control of the Employees, the Employees shall be paid for all such time, up to a limit of two **{2}** hours at the applicable straight time rate.
- (e) 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 **Article 8:02** (a) above per kilometre travelled 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 travelled at the rate of time and one-half (**1½**) the normal rate. If still travelling the following day, the Employee shall be paid the normal rate for time travelled during the regular working day **only**.
- (g) When an Employee is **being** paid subsistence allowance in accordance with Article 8:04 **and** when there is no **suitable** accommodation available **within** **45** kilometres 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 kilometres beyond a **45** kilometre 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 8:02.

In the event suitable accommodation within a **45 kilometre radius of the** project becomes available, the payment of the travel allowance will cease,

8:03 COMMERCIAL/INSTITUTIONAL

(a) For projects beyond the forty-five (45) kilometre 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) Articles 8:02 (c), (d), (e), (f) & (g) are also applicable to Commercial/Institutional work.

8:04 (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:**

• Alberta-Wide	\$110.00
• Athabasca	\$120.00
• Bonnyville	\$135.00
• Camrose	\$120.00
• Canmore/Exshaw	\$155.00
• Cold Lake	\$135.00
• Drumheller	\$130.00
• Edson	\$125.00
• Forestburg	\$110.00
• Fox Creek	\$125.00
• Fort McMurray	\$195.00
• Grande Prairie	\$130.00
• Hanna	\$120.00
• Hardisty	\$120.00
• Hinton	\$135.00
• Lloydminster	\$145.00
• Peace River	\$125.00

• Pincher Creek/Waterton	\$140.00
• Red Deer	\$125.00
• Stettler	\$120.00
• Swan Hills	\$115.00
• Wainwright	\$120.00
• Whitecourt	\$130.00

(iv) On a project/job site located over two hundred and fifty (250) radius kilometres from the geographic centres of either the City of Edmonton or Calgary (as applicable), one additional day of 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.

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 Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.

(b) Applicable beyond a 475 kilometre 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 (5) 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 except as follows:

• Alberta-Wide	\$110.00
• Athabasca	\$120.00
• Bonnyville	\$135.00
• Camrose	\$120.00
• Canmore/Exshaw	\$155.00
• Cold Lake	\$135.00
• Drumheller	\$130.00
• Edson	\$125.00
• Forestburg	\$110.00
• Fox Creek	\$125.00
• Fort McMurray	\$195.00
• Grande Prairie	\$130.00
• Hanna	\$120.00
• Hardisty	\$120.00

• Hinton	\$135.00
• Lloydminster	\$145.00
• Peace River	\$125.00
• Pincher Creek/Waterton	\$140.00
• Red Deer	\$125.00
• Stettler	\$120.00
• Swan Hills	\$115.00
• Wainwright	\$120.00
• Whitecourt	\$130.00

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 Articles 8:04 (a)(ii) or 8:04 (b)(ii) above**, the difference shall be referred to a balanced committee of appointees of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organization, which committee shall make a final **and binding decision within five (5) 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 Building Trades of Alberta issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established**. Alternatively, an Employer may request that **the Coordinating Committee of Registered Employers' Organization issue a formal written request to the Executive Director of the Building Trades of Alberta that a Subsistence Review Committee be established**. **Upon** formal written request, the Subsistence Review Committee shall meet within five (5) working days of such **request**.

- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Building Trades of Alberta 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 14:02. 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 Article, **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 Article.

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 **mads 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** shall receive their board and room or daily allowance, 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 job **site 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**.

8:05 COMMERCIAL/INSTITUTIONAL

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

- (i) 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
- (ii) **Mutually agreed** room and board; or
- (iii) 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 kilometre radius from the centre 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) Article 8:04 (f) (i) (ii) (iii) are applicable to Commercial/Institutional work.

8:06 INITIAL & RETURN TRANSPORTATION TO REMOTE SITES INDUSTRIAL

(a) Employees directed or dispatched to a project/job site 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 - \$77.00 each **way**; increases to \$84.00 effective May 1, 2009.
- (ii) Over 200 kilometres up to 300 kilometres - \$110.00 each way; increases to \$120.00 effective May 1, 2009.
- (iii) Over 300 kilometres up to 375 kilometres, and the Empress area - \$132.00 **each** way; increases to \$144.00 effective May 1, 2009.
- (iv) Over 375 kilometres **up** to 475 kilometres - \$198.00 each way; increases to \$216.00 effective May 1, 2009 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 \$303.00 each way; increases to \$330.00 effective May 1, 2009 or airfare inclusive of taxes in the event this is the **most** practical method of accessing the project/job site.

(b) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid.

- (i) When transportation is provided by means of weekly busing, an Employee, at the time of dispatch, will be allowed to elect to use the bus or to receive Collective Agreement initial/return/rotation provisions. Buses **must** comply with Article 8:02 (b).
- (ii) An Employee who has elected Collective Agreement initial/return/rotation provisions will no longer be paid any such payments not yet received if a **new** bus route is established and the Employee elects to use it, Such an Employee will not be required to return payments received to that point.
- (iii) An Employee who has elected Collective Agreement initial/return/rotation provisions and who is found using bus transportation will no longer be entitled to further Collective Agreement initial/return/rotation allowances, as **one consequence.**
- (iv) **If an Employee** who elects Collective Agreement initial/return/rotation

provisions uses bus transportation for their initial trip, that Employee will not receive the initial allowance payment. This circumstance will **not** be a violation as discussed in the **previous point**.

(v) Regulations shall **be** established for the use of bus transportation governing **behavior** and the **use of alcohol, tobacco and other** substances.

(vi) Notwithstanding the foregoing, an Employee **who has** elected to use **provided** buses, and who is hired, laid **off, or** terminated **on** a day when weekly busing is not available shall be reimbursed the cost **of** a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation to or 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 rotation 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.

8:07 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL

(a) On jobs located beyond a three hundred (300) kilometre radius to a maximum of **four hundred and seventy five (475)** kilometres from **the** centre of Edmonton, Calgary or other hiring hall location, the Employer shall:

(i) Pay an allowance of **one hundred and fifty-four (\$154.00) dollars** 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; increases to one hundred and sixty-eight (\$168.00) dollars effective May 1, 2009.

(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) kilometre** radius from **the** centre of **Edmonton, Calgary or other** hiring hall location, the

Employer shall:

- (i) Provide a negotiated **transportation** allowance, **not to exceed** scheduled airline airfare where scheduled air service is available, or pay an allowance of two hundred and seventy-five (\$275.00) 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; increases to three **hundred** (\$300.00) dollars effective May 1, 2009.
- (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 (25%) percent 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 Article 8:06 (a) **save and except** that the Employee shall remain eligible for rotational leave as per **Articles 8:07 (a)(ii), 8:07 (b)(ii), and 8:07 (c)**.

8:08 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 Article 8.07 (a)(i) & (b)(i), 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**.

8:09 ADJUSTMENT OF TRAVEL ALLOWANCES

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 **these is** an **adjustment** in the **vehicle allowance**, pursuant to Article 8:02 (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 **1st** of May, 2013.

ARTICLE 9 TOOLS

- 9:01** The Employer shall supply all brushes (except dusting brushes and wallpaper **smoothers**), roller **coaters**, **spray** guns, ladders and scaffolding, in good condition, and the Employee shall **co-operate to keep them so**, **on the** Employer's time.
- 9:02** Commercial **painters must** have a suitable **tool container** of permanent **type and**

carry the following tools as a condition of employment: **one** putty knife, one claw hammer, one broad knife **76.2** millimetres wide, one broad knife **114.5** millimetres wide, one dusting brush, one screwdriver, **30** meter chalk line and one paint spinner. If working as a spray painter, the Employee is to carry a suitable adjustable wrench. Clean overalls and suitable footwear must be **worn** by **all workers** as required. If a worker is not in possession of the required **tools** and **overalls**, the same shall be supplied by the Employer and charged, at cost, to the **Employee**.

Industrial painters must have a suitable tool container of a permanent type and carry the following tools as a condition of employment:

- First Year Apprentice: Two adjustable wrenches 8" and 10", multi-head screwdriver, **5 in 1** tool **2"**, adjustable pliers, wire cutters/lineman pliers, retractable knife, hammer and **air** blower.
- **Second** Year Apprentice through Journeyman: Same as First Year **Apprentice and 112". 9/16", 3/4" open end wrenches, large flat screwdriver, scrapers 3" and 4"**, dusting brush, paint brush spinner, tip cleaner set, 14" pipe wrench, pick set of 4, 25' tape measure, pipe cleaner brush and hack saw.

Effective May 1, 2011, all those currently employed will have thirty (30) days to bring their tool box to the new standard. Those members who are not currently working will have thirty (30) days from their first dispatch to bring their tool box to the new standard. It will be the responsibility of the Employer to transport: the **Employee's tools** to and from the job, when and where impracticable for the Employee to **do so**.

9:03 The Employer shall supply paperhangers or other sheeting workers with straight edge, table and necessary tools.

ARTICLE 10 SCOPE OF WORK

10:01 This shall apply to all work whether performed under the construction, maintenance or shop sections of this Agreement. The **Scope of Work** of this Collective Agreement shall be described as, but not limited to, all incidental preparatory work such as patching **small defects** in **surfaces, puttying, sanding, rubbing, cleaning surfaces** with steam (or other process), sandblasting, pickling, bleaching, buffing, scaling, manual scraping, flame cleaning, application of cleaning liquids, rust inhibitors, **taping**, covering surfaces for their protection from paint.

10:02 The **protection of property** and traffic, as it applies to the trade, **the** erection of scaffolding for gaining access to painting work and all work including the use of miscellaneous hand and power-driven tools pertaining to the trade. This includes operation of equipment necessary to perform work as outlined.

- 10:03** The starting, stopping, refuelling, operation, moving and handling of all **equipment** and material necessary to perform the work as outlined under **this Article 10 - Scope of Work**, is included as the work of painters. The equipment will include, but **will** not be confined to compressors, whether gas, diesel or electric powered, when used with spray and sandblasting equipment. All other equipment necessary to perform the work outlined in this Article, such as: holiday testing (jeeping), power-driven grinders, wire brushes, sanding machines, air-fed hoods, respirators, induction and **extraction** of fresh air supplies, hoists to attain work location for use with cages, spiders, swing **stages** and all **other types of** equipment used to attain the work location such as cherry pickers. The filling and cleaning of sandblasting pots, the cleaning of all surfaces and material involved in painters work, confined space monitoring and other related duties.
- 10:04** The application or removal of protective, decorative and special coatings including but not limited to:
- Drywall Taping & Finishing
 - **Paints**
 - Stains
 - Varnishes
 - Lacquers
 - Emulsions
 - Bituminous (which are applied in the same manner as paints)
 - Plastics
 - Mastics
 - Hypalon
 - Fibre Glassing
 - Epoxies
 - Vinyls
 - Neoprene
 - Exposed Aggregate **Coatings**
 - Textured Coatings using polyurethanes, rubber vinyl acoustical particles
 - Clear, **Natural and Pigmented Sealants** - where supplied only by franchised manufacturers
 - Sprayed-On Insulation Materials
 - Fireproofing Materials - whether applied by trowel, brush or spray
- 10:05** Application, using pastes or **adhesives**:
- Papers
 - Cottons
 - Muslins
 - Burlaps
 - Damasks
 - Grass Cloth
 - Vinyl Wall Fabrics
 - Cambric-Backed Wood Veneers
 - Rubber Sheeting for Tank Linings
 - Paper-Backed Metal Foils

- 10:06** **Miscellaneous Applications:**
- Gold Leaf
 - Silver Leaf
 - Metallizing
- 10:07** The manufacture and installation of all signs, whether wood, glass, plaster or **metal** affixed by adhesives or any other method or any signs painted by any method for information and/or advertising.
- 10:08** **The inspection of all substrates** prior to preparation for coating, prior to application of coating systems, during the application of coating **systems** and after the completion of coating systems.

ARTICLE 11 PAYMENT OF WAGES

- 11:01** The Employee shall be furnished with a Time Sheet, which he shall make **out as** a bill for time worked **and** expenses incurred, and submit it to his Employer or the Employer's representative.
- 11:02** Every Employer will, every week pay on the job to **his Employees all wages**, vacation pay, statutory holiday pay, travel time and expenses due up to a day not more than five (5) days prior to the date of the payment of **wages**, The Employer will **provide** to each **Employee** on the job an accounting (pay stub) of **his/her pay for that week** within five (5) calendar days of their current pay. For new hires only, a **draw** of seventy-five (75%) percent of net wages due, **may** be requested after one (1) **week**.
- 11:03** The Employee will receive with his/her pay, a statement showing the Employer's **name and address**, the **Employee's** name, the period **of time** the cheque covers, the number of hours worked at regular rates of pay and/or overtime rates of pay, statutory holiday pay, vacation pay, pension and welfare contributions (effective January 1, 2008), travel time, expenses, all deductions **made** and gross and **net** pay.
- 11:04** Termination: All Employees shall be paid wages in full including vacation pay, statutory holiday pay, travel time and expenses and shall receive his/her Record of Employment on the job at time of discharge **or** layoff, or **arrangements made whereby** a cheque will be mailed to the Employee **no later** than twenty-four (24) hours or the next business day **after** the day of discharge or layoff. Should the Employer fail to mail the cheque in two (2) **days** following discharge or layoff, the Employee will be paid eight (8) hours at straight time, for each day **he/she** is kept **waiting thereafter, providing the Employer has not** been prevented from mailing the cheque by circumstances beyond his control. Employees quitting of their own volition will be paid within **seventy-two (72)** hours after the time of quitting, providing the Employee has submitted a certified Time **Sheet**. Should an **Employer** issue an Employee a pay cheque that is returned by the Banking Institution as N.S.F. etcetera, the Employee shall receive eight (8) hours pay for each day **he/she** is without his/her pay, unless the Employer **can** prove an

acceptable error was **made**.

- 11:05** When an Employee is laid off or quits voluntarily, two (2) hours notice shall be given by either Party. Failing this, two (2) hours pay shall be forfeited either way. 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 clearance **wherever** applicable (a reasonable amount of time shall not exceed two (2) hours).

ARTICLE 12 APPRENTICES

- 12:01** (a) It is agreed that there will be a three (3) year Apprenticeship Program. Apprentices shall not be **less** than eighteen (18) years of age, **shall** have completed at least grade ten (10), or as per Apprentice Regulations. They shall be required to take all technical or related training available in the trade **and** in trade school. They shall be given full opportunity for gaining varied and all-encompassing experience in the trade advancing to Journey Person. All new Apprentices shall be reported to the Apprentice Board and to the Union immediately upon commencing employment. They shall become Apprentice members of the Union and shall be admitted to full membership upon completion of Apprenticeship Training and on production of a Journey Person's (Apprenticeship) Certificate. An Apprentice will work the same **hours as** a Journey **Person** and **work under** the supervision of a Journey Person in any shop or as per Apprenticeship Regulations, **Each** shop shall be entitled to one (1) Apprentice where at least one (1) Journey Person is **employed regularly**,

The ratio of Apprentices on the job shall be as determined by the Joint Trade Board. Shops employing regularly three (3) or more Journey Persons shall employ at least one (1) Apprentice, when applicants are available.

- {b} When, in the opinion of the Joint Trade **Board**, an Apprentice has failed to take the required technical training, the Employer agrees not to hire and the Union **agrees** not to dispatch such Apprentice until such time as the required technical training is completed.

- 12:02** Apprentices shall **be** employed to the extent where employment is available for them in their shop or by their Employer.
- 12:03** **Employers shall** be encouraged to arrange for transfer for Apprentices, either temporary or permanent, to allow for steady employment and opportunity for varied experience.
- 12:04** The Employer cannot stop an Apprentice from attending Apprenticeship School and the Employer agrees that he will instruct all of his Apprentices that they must attend school for the applicable year, as a condition of employment. The Employer will notify the Union of the **names** of all Apprentices attending school.

- 12:05** (a) Probationary Apprentices having **no** trade experience, with the consent of the Union, may be hired on as painter's helpers for a period not exceeding ninety (90) calendar days, at a rate of pay not less than fifty (50%) percent of the current Journey Person's rate.
- (b) After ninety (90) days, the applicant must be indentured as an Apprentice or their employment will be terminated,
- (c) Once indentured as an Apprentice, the Employee shall not be advanced to a higher pay level until proper schooling has been attended and the correct number of hours in the trade have **been** fulfilled.
- 12:06** Rate of Pay: Percentages of Qualified Journey **Person's** Classification:
- | | |
|----------------------|-----|
| 3 rd year | 85% |
| 2 nd year | 75% |
| 1 st year | 65% |

ARTICLE 13 ALBERTA JOINT TRADE BOARD

- 13:01** There will be a Joint Trade Board comprised of eight (8) representatives; four (4) Employers and four (4) Union Members. Two (2) Employer representatives to the Joint Trade Board shall be from the Edmonton Area Contractors and two (2) shall be from the Calgary Area Contractors party to this Agreement.
- Four (4) Union representatives shall be from Local 177, **one of** whom shall be the Business Manager. A quorum shall consist of four (4) representatives of equal representation.
- 13:02** This Board will meet quarterly, or as **often as necessary** to complete the work to come before it.
- 13:03** This Board has the sole authority to interpret this **Agreement** in all respects. These terms shall include, but will not be confined to, all matters pertaining to apprentices, trade promotion, qualification and upgrading, designation of the trade under the Alberta Tradesmen's Qualification Act, advertising, ethics, study of **modern** trends in the industry, the submission of drafts or proposed legislation as will tend to help the **general interest** of both **Patties** and other **matters of mutual** interest to **the trade**. The Board is authorized to seek and obtain funding and grants from **Government** Agencies, etcetera, to assist in implementing these policies.
- 13:04** Employer representatives to the Joint Trade Board are to be appointed by the recognized Management Negotiating Committee.
- 13:05** (a) To finance the Joint **Trade Board**, there will be a total contribution of fifty-five (\$0.55) cents per hour; effective May 1, 2008 the total contribution will be

sixty (\$0.60) cents per hour; effective May 1, 2009 the total contribution will be sixty-five (\$0.65) cents per hour and effective May 1, 2010 the total contribution will be seventy (\$0.70) cents per hour. Total contribution will be divided as follows:

Fifty (\$0.50) cents from the Employer, which is inclusive of Article 13:05 (b) and (c); effective May 1, 2008 it will be fifty-five (\$0.55) cents; effective May 1, 2009 it will be sixty (\$0.60) cents and effective May 1, 2010 it will be sixty-five (\$0.65) cents per hour.

Five (\$0.05) cents per hour from the Employees, to be deducted from each and every pay cheque.

(b) IUPAT Finishing Trades Institute

The Employer shall contribute five (\$0.05) cents per hour earned to the IUPAT Joint Apprenticeship and Training Fund in the manner set forth in Article 19 - Unified Remittance of Funds of this Agreement.

(c) IUPAT Labour Management Cooperation Initiative

The Employer shall contribute five (\$0.05) cents per hour worked to the IUPAT Labour Management Cooperation Fund in the manner set forth in Article 19 - Unified Remittance of Funds of this Agreement.

- 13:06** This money to be computed once each month on the unified remittance form and deposited with a fund to be set up under the authority of the Joint Trade Board, to be remitted by the Employer no later than the fifteenth (15th) day of the month following. This will be subject to total hours worked.
- 13:07** The Joint Trade Board will have full authority to administer this Fund in all respects.
- 13:08** A financial statement is to be published annually and made available, upon request, to the Parties to this Agreement.
- 13:09** IUPAT Local 177 Safety & Industry Training Courses (see Appendix C)

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURES

- 14:01** **Grievance Procedure:** Grievance means any difference between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to where a matter is arbitral and "Party" means one of the Parties of this Agreement. A grievance shall not be considered a grievance unless submitted in writing within seven (7) days of such occurrence becoming known to either the Union or the Employee and in any event, within twenty (20) days of the occurrence giving rise to such grievance.

All grievances shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) To **solve a grievance**, an **Employee** shall first either him/herself or accompanied by such persons, **as he/she** shall choose, discuss it with the Foreman or Supervisor **and** if they agree, their decision shall be final, so long as such decision does not violate the **Collective Agreement**.
- (b) Failing settlement of a grievance under Clause (a) within three (3) days, or in the case of **any** other grievance, the particulars thereof shall be set out in writing by the Party **and** they shall forthwith confer upon the matter **and if** they agree, their decision shall be final.
- (c) If the grievance is not resolved pursuant to Clause (b) within seven (7) days or such longer period as the Parties agree to, then it shall be referred to an Arbitration Board as follows:

14:02 Arbitration Procedure:

- (a) Where the grieving Party **has** submitted notice of its intention to proceed to arbitration, the grievance will be referred to a **sole** Arbitrator. The Arbitrator is to be selected from the list of the Alberta Arbitrators Association. **Both** Parties shall alternately reject names from the list. The last name remaining after this process shall be the Arbitrator. The grieving Party shall have first rejection. If either Party refuses to participate in this selection process within **ten (10) days** of notice, they shall be deemed to have waived their right to participate in the selection **process** and the Arbitrator shall be selected solely by the other Party.

An Arbitrator named on the above list may at any time **by mutual agreement** be **bypassed** or removed from the list and another Arbitrator substituted.

- (b) **The Arbitrator shall** sit, hear the Parties, settle the terms of the question to be arbitrated and make his or her award within thirty (30) days from the date of appointment with the Arbitrator. The Arbitrator shall deliver **the** award in writing to **each** of **the** Parties and the award **shall** be final and binding upon the Parties.
- (c) Each **Party shall bear its own costs and** expenses of arbitration. The Parties shall **each** pay one-half (1/2) of the fees and expenses of the Arbitrator.
- (d) **The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions thereof, and** in reaching its decision, it shall be bound by the terms and conditions of this Agreement.

ARTICLE 15 MANAGEMENT RIGHTS

- 15:01** To operate **and** manage its business in all respects.
- 15:02** To maintain order.
- 15:03** To make **and** alter from time to time the rules **and** regulations to be observed by **Employees** providing **such rules** and regulations are not in conflict with this Agreement.
- 15:04** To direct the working force.
- 15:05** To determine job content, including methods, processes and means of production and handling.
- 15:06** To **select**, hire, **promote, demote, transfer, lay off because** of lack of work, suspend and discharge any Employee provided, **however**, that any **alleged** wrongful suspension or discharge will be subject to **the** Grievance Procedure provided herein.
- 15:07** The Employers **agree** they will employ Union **members** only through the Union office with the right to not hire previously dismissed **Employees**.

It is agreed that the foregoing enumerations shall not be deemed to exclude other management functions and rights, **and** shall not be construed in any manner as a limitation on Management's Common Law Rights.

ARTICLE 16 SUBCONTRACTING

- 16:01** Employers signatory to this Agreement shall not sub-let, assign or transfer work to any person, firm or corporation who is not signatory to this Agreement, prior to commencing work.
- 16:02** Piecework is not allowed under any **condition**.
- 16:03** **Employees** offered the regular hours of employment shall not engage in work **noted** under the **Scope** of Work of this Agreement, after hours.

ARTICLE 17 HEALTH AND WELFARE

- 17:01** The Parties hereto acknowledge the IUPAT Local 177 Welfare Trust Fund as constituted by Trust Agreement dated July 1, 1991 and entered into by the Alberta Coating Contractors Association and the International Union of Painters and Allied Trades Local 177 together with all amendments hereto **and** agree to be bound by the terms of that agreement as amended **from time to time** by the

Trustees appointed from time to time thereunder. Effective June 1, 2003, **Employers signatory** hereto will contribute for each **and every hour worked by each Employee as per "Article 2:03 A to C"**. Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Agreement **and do not constitute a payment of wages or any portion of a payment of wages**. Upon the **wages of any Employee becoming due**, the **said** contributions will be calculated by **the Employer and the gross contributions of the Employer** for all hours worked by all Employees in a month, shall be deemed to **be monies held in Trust for the Welfare Trust Fund** and shall be forwarded by the Employer to the **Fund's office no later than the fifteenth (15th) day of the month following**. The liability of the Employer is limited to the contribution of funds.

- 17:02** Either of the Parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employer's pay records, **and the Employer hereby agrees to any such inspection.**
- 17:03** The Employer acknowledges that he (it) has received a copy of the said Trust Agreement with all **amendments** thereto **up-to-date** of this Agreement.
- 17:04** The Employer **agrees** that he (it) will execute and deliver to and in favour of the Trustees of the said Welfare Trust Fund such **indenture as may** be requested by the said Trustees so as to assure **directly** to them **compliance** by the Employer with all the terms **and** conditions of the said Trust Agreement as amended from time to time.
- 17:05** Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not be in derogation of, nor in **any way** limit any rights which the Union **may** have under this Agreement or otherwise.
- 17:06** The Parties recognize that the delinquencies of Employers in the **payment** of the said contributions to the Welfare Trust Fund as herein called for represents a particularly serious problem in the proper operation of the said Fund and **accordingly they hereby agree** to fully cooperate with each other **and with the said Trustees** to keep such delinquencies to a minimum. With this **end** in mind and without restricting the generality of the said covenant to cooperate with both the said Trustees and Union, the Employer hereby **expressly** agrees:
- (a) To extend full cooperation to any audit of the Employer's records instituted **under Article 3:10 of the said Trust Agreement and;**
- (b) To assist the said Trustees in all reasonable ways to implement new and/or improved methods and procedures for detecting and collecting delinquencies and determining any disputes that may arise in connection with such delinquencies.

ARTICLE 18 PENSION PLAN

- 18:01** Pension: The Parties hereto **acknowledge** the **IUPAT Local 177 Pension Trust Fund** as constituted by Trust Agreement dated July 1, 1991 and entered into by the Alberta Coating Contractors Association and the International Union of Painters and Allied Trades Local 177 together with all amendments hereto and agree to be **bound by the terms** of that **Agreement as** amended from time to time by the Trustees appointed from time to time **thereunder**.
- 18:02** Each Employer signatory hereto will contribute as per **Article 2:03 B & C** an amount equal to 1.1 hours **and for Article 2:03 A** an amount equal to 1 hour for **each** and every hour worked by each **Employee** embraced by this Agreement. Such contributions are to be made solely by the Employer and no **Employer** will deduct such contributions or **any** portion thereof **from** any Employee's wages. Such contributions are in excess of the wage rates set out in this Agreement and do not constitute a **payment of wages** or any **portion** of a payment of **wages**.
- 18:03** Upon the wages of any Employee becoming due, **the** said contributions for that Employee **will be** calculated **by** the Employer [**the total thereof being** hereinafter **called** "Gross Contributions") and the aggregate of the Gross Contributions for all Employees in a month shall be **deemed** to be monies **held** in Trust for the Pension Plan and shall be **forwarded by** the Employer to the **Fund's office** no **later than** the fifteenth (15th) day of the month following. The liability of **the** Employer is limited to the contribution of funds.
- 18:04** Either of the **Parties** to this Agreement **may** request the Trustees of the above Fund to authorize an independent inspection of any Employer's **pay records**, and the Employer hereby agrees to any such inspection.
- 18:05** **The** Employer **acknowledges** that he (it) has received a copy of the said Trust Agreement **with** all amendments thereto up to the date of this Agreement.
- 18:06** The Employer agrees that he (it) will execute and deliver to and **in favour** of the Trustees of the said Pension Plan such **indenture** as may **be requested by said** Trustees so as to assure directly to them compliance by the Employer with all the terms and **conditions of the** said Trust Agreement as amended from time to time.
- 18:07** **Any right** of the **said Trustees** to take **action** with **respect of any** failure **of the Employer to comply with** any term or condition of the said Trust Agreement shall **not be** in derogation of, nor in any way limit **any rights** which the **Union** may have under this Agreement or otherwise.
- 18:08** The Parties recognize that delinquencies of Employers in the allocation and/or payment of **any of the** said Gross Contributions to the Pension Plan as above **called for** represents a particularly serious problem in the proper operation of the said Plan and accordingly they hereby **agree** to fully cooperate with each other and with the said Trustees **to keep** such delinquencies to a minimum. **With this**

end in mind and without restricting the generality of the said covenant to cooperate with both the said Trustees and Union, the Employer **hereby expressly agrees:**

- (a) To extend full cooperation to any audit of the Employer's records instituted under the terms of the said Trust Agreement; and
- (b) To assist the said Trustees in all reasonable ways to implement new and/or improved methods and **procedures for detecting and** collecting delinquencies and **determining** any **disputes** that **my arise** in connection **with such** delinquencies.

ARTICLE 19 UNIFIED REMITTANCE OF FUNDS

- 19:01**
- (a) AH Funds and Dues Check-Off payments required by this Agreement shall be **recorded** and itemized **on** a unified Remittance **Form**. This form **shall** be supplied by the IUPAT Local 177 Benefit Trust Fund and make provision for the listing of each Employee's name, Social Insurance Number and the **total** number of hours worked broken down by regular, overtime and double time, **rate** of pay, total gross earnings **and** union dues.
 - (b) **All Funds and Check-Off** remittances shall be consolidated into one (1) cheque payable to IUPAT Local 177 Benefit Trust Fund, c/o IUPAT **Local 177, 17804 - 118 Avenue NW, Edmonton, Alberta T5S 2W3.**
 - (c) If an Employer has no Employees in any month, he shall submit a "NIL" report **unless he is** officially out of business.
 - (d) No **discrimination will be made** by the Local Union between **one** Fund and any other **Fund** when there is a failure on the part of **any** Employer to remit as specified **by** this Agreement.
 - (e) All monies required for **the** various **Funds and Dues Check-Offs** required by this Agreement are deemed to be held in Trust by the Employer until remitted under the terms of this Agreement
 - (f) In the case of a dispute that has proceeded to a written grievance, **the Business Representatives** of the Local Union may, during regular business hours, inspect the Employer's Company payroll records as to time and payment of wages, Welfare Trust Fund payments, Pension Trust **Fund** payments or any other **Fund(s)** and the **required remittance of** dues included in this Agreement. Failure to comply with this Clause within two (2) business **days** of receipt of written notice shall be just cause for withdrawal of Employees.
 - (g) Future contributions to the Health and Welfare, Pension and Training Trust Funds will be established as future final **gross** rate increases are known.

ARTICLE 20 BUILDING TRADES OF ALBERTA FUND

An **amount** of five (**\$0.05**) **cents per hour** worked **shall be deducted** and remitted to IUPAT Local 177 in the **form** of an Employee contribution on the unified Remittance Forms. This contribution shall be added to the amount required for Welfare Trust Fund contributions for the purpose of collection **and** remittance. This Fund shall be administered by the Executive **Board** of IUPAT Local 177.

ARTICLE 21 UNION REPRESENTATIVE, SHOP & JOE STEWARDS

- 21:01** The **Company** shall recognize the right of the Union to appoint a Steward from **among the Employees present on the job**. The Steward must be acceptable to the Employees **and** shall not be discriminated against for carrying out his/her duties as described in Articles 21:02 through 21:04.
- 21:02** The investigation and presentation of grievances with his/her Employer or the **designated** Company Representative in **accordance** with the provisions of the Collective **Bargaining Agreement**.
- 21:03** Notification to the Business Agent(s) of the Union of any grievance not adjusted to his satisfaction after presentation to the Employer's Representative.
- 21:04** Job Steward **shall** have no authority to take strike action or any other action interrupting the Employer's business. No Stewards shall **be** allowed to solicit membership in his/her organization or to collect any monies from Employees on the job during the working hours.
- 21:05** The Business Agent is to have access to all jobs covered by this Agreement, in carrying out his/her regular duties, after first notifying the Superintendent in charge of his presence on the job.
- 21:06** Providing the Steward is qualified to perform the job required, the **Steward shall be one of the last eight (8)** Employees remaining on the job within the **Scope** of **this** Agreement. Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work **Rule** (as **amended** from time to time) **and** have completed **courses in Respect in the Workplace and a** Stewards course offered by the Local Union.

ARTICLE 22 GENERAL AND SAFETY CONDITIONS

- 22:01** **Rest Period (Work Break):** There will be a ten (10) minute rest period each morning and afternoon or first and second part of any shift, which however, shall not interfere with the **general** work pattern; **Union** members are not allowed to leave the job.
- 22:02** Any Employee **called to** a job and not required shall be paid two (2) hours **time**. If **any Employee** commences work and is **sent** home, **he/she** shall be **paid one (1)** hour extra up to a maximum of four (4) hours where his/her work is suspended because of inclement weather or other reasons beyond the control of the Employer.
- 22:03** **Clean-Up Time:** All Employees prior to the completion of the first half of their regular shift shall be allowed five (5) minutes to clean-up their person. Ten (10) minutes prior to the end of their **regular** shift will be **allowed** for **brush and roller workers** to **clean-up** their **person**; with twenty (20) minutes allowed for **spray** painters to clean-up their equipment **and** person.
- 22:04** It shall not be a breach of this Agreement for a Union member to refuse to cross a legal picket **line**.
- 22:05** During the life of this Agreement, there shall be no **lockout** or **strike**.
- 22:06** All Employees working inside tanks, penstocks, silos or with **any materials** more than normally injurious to clothing, will be supplied with proper protective clothing. This clothing will remain the **property of the Employer**. A competent worker shall be in **attendance at all times as an** assistant for safety purposes to the worker engaged in this classification of work.
- 22:07** All Personal Protective Equipment (except work boots) as required shall be supplied by the Employer. This shall include fire retardant coveralls. The Employee will be provided with an individual secure lock up for all tools **and/or** equipment provided to **him/her** by **the Employer**. There **will** be **no** expectation of the Employee to share any tools **and/or** equipment they have signed out from the Employer. The Employer reserves the right to **deduct** from the **Employee's** pay, the **cost** of **those** tools **and/or** equipment, in the event the Employee fails to return the tools **and/or** equipment, upon lay-off or discharge.
- 22:08** It is **understood** and agreed that the Parties to **this Agreement** shall at all times comply with the Accident Prevention and Safety Regulations of the Occupational Health **and** Safety Branch of the Alberta Department of Labour. **Any refusal by an** Employee to work in contravention of such regulations shall not be a breach of this Agreement. Employees who **disregard** safety measures are subject to **instant** dismissal and a report made to the Union **and** to the Occupational Health and Safety Branch of **Alberta** Human Resources & Employment,

22:09 The **Employer** will **supply gloves to all** sandblasters. Sandblasters and painters, upon hire, shall purchase one new set of **coveralls** from the Employer and **thereafter exchange as** required with the Employer for one clean **pair** of coveralls during the continuous duration of employment with one Employer only.

22:10 The Employer shall supply to his Employee **designate**, clean drinking water, hand cleaner, **eye wash, first-aid kit** and clean rags or **towels**.

22:11 It is jointly understood that all Members dispatched **from the IUPAT Local 177** shall, **where** required, **possess** (have) a medical assessment of **fitness** to wear a respirator, pulmonary function test and hearing test.

As a guideline for medical **assessment** of fitness to wear a respirator, the Workplace Health & Safety Medical Guideline **{Revised September 2002}** as published by Alberta Human **Resources and Employment** shall be used to determine if members are fit to wear a respirator.

22:12 The Employer shall provide suitable accommodations for Employees in which they may eat **their** lunches. These accommodations are to be **heated** in inclement **weather** and meet the sanitary **standards** agreeable to the **Business Representative** of the Local Union and the Employer. **All** shelters supplied by the Employer shall be mutually maintained by the Employer and the **Employees**.

22:13 When members are dispatched and company and/or **jobsite** orientations are required, the members will be paid at the dispatched rate.

22:14 It is jointly **understood** that all **Members** working under Article 2:03 C shall have, as a condition of employment, **the following valid courses**:

- CSTS
- AWP (OSSA)
- OSSA Regional Orientation
- Fall Protection (OSSA)
- Confined Space Entry (OSSA)

ARTICLE 23 AREA SCOPE OF AGREEMENT

This Agreement embraces all Employees performing construction, maintenance or shop work coming within the scope of this Agreement and the Trade stated in **this** Agreement, or **within** the work jurisdiction of the Painter Employee and the Industry within **the** area noted **below**:

Local 177 of Edmonton and Calgary, Alberta, of the International Union of Painters and Allied Trades - as outlined in their respective Charters granted by the International Union of **Painters and Allied Trades**.

The length and width of the Province of Alberta, and that part of the Northwest Territories directly north and west of **the** Province of Alberta, including **the district**

of MacKenzie.

With the exception that Employees **domiciled** within this area **and** sent to **work** beyond this area **shall be governed by this Agreement** or such parts of Painter or Painting Agreements in other areas, which are **superior to this Agreement**, The contractor or the employer party to this agreement, when engaged in work **outside the geographical jurisdiction of the Union** party to **this** agreement, shall employ not less than fifty (50%) percent of the workers employed on such work from **the** residents of the area where the work is performed or from among **persons** who are employed the greater percentage of their time in such area.

ARTICLE 24 SAVINGS CLAUSE

Should any Article, or 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. The affected Article or provision will be renegotiated.

ARTICLE 25 REGISTRATION OF AGREEMENT

A **copy** of this Agreement to be **deposited** with **the** Minister of Labour for **the** Province of **Alberta**.

ARTICLE 26 RESERVATIONS CLAUSE

The Employer consents *to the Union* withdrawing its members from the job or shop for failure of **the** Employer to remit on time all monies owed by him to **the** Painters' **Welfare Trust** Fund, **Painters'** Pension Fund, Painters' Joint Trade Board, Union dues and assessments provided the Union gives the Employer twenty-four (24) regular working hours written notice of such withdrawal.

ARTICLE 27 NEGOTIATIONS

27:01 Negotiations on individual Articles or portions of **Articles** may **take** place at anytime during the Agreement, providing commencing of negotiations are agreed to by both the **Alberta** Coating Contractors Association and the IUPAT Local 177.

It shall be a **condition of this** Agreement that all Parties to this Agreement **shall** abide **by** whatsoever changes will be negotiated during **the** life of this Agreement by **the** Alberta Coating Contractors **Association** and **the** IUPAT Local 177.

27:02 Enabling Provision: When in the **opinion** of **any** **Party** to **this** Agreement certain

work might be secured for Painting Contractors signatory to this Agreement, the Parties hereto express their intent to consider amending certain **provisions of this Collective Agreement** by way of an Appendix where this action appears necessary and appropriate for certain Industrial, Commercial and Institutional projects, as specified, **because of project type and size.**

All enabling that is blanket and known to affect all contractors is to be done by negotiation between the Union and the Association and all contractors are to be advised of the revised agreement.

It is recognized there **will** be instances where a contractor is bidding an open shop project and will require that the project be enabled, In these cases, that contractor can arrange to enable the project direct with the Union. Since **this** project may **be** confidential or being bid on an invitational basis, there will be no obligation or requirement for the Union to advise the Association or any other contractors of this enabling. When a contractor is bidding on a project, it is the contractor's responsibility to contact the Union and ask if enabling has been requested and only at that time will the Union be obligated to advise the enabling terms.

27:03 Special Project Needs Agreements (SPNA) may be **accessed** in accordance with the attached Letter of Understanding {Appendix "E") .

ARTICLE 28 SUCCESSORSHIP AND PRESERVATION OF WORK CLAUSE

28:01 Successorship: This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees. In the event of a sale, lease, transfer, **assignment**, receivership or bankruptcy proceedings or other **disposition such** operations shall **continue** to be subject to the terms and conditions of this Agreement. The Employer shall give notice of this agreement to any **purchaser**, lessee, transferee, assignee, etcetera. Such notice shall be in writing with a copy to the Union not later than the effective date of sale, lease or other form of disposition.

28:02 Preservation of Work Clause:

- (a) **The Employer** shall not carry out associated or related activities or businesses as described in Article 10 by or through another corporation, individual, firm, syndicate or association, or a combination of them, under the **same** control and direction,
- (b) If the Employer does carry out such associated or related activities or businesses as referred to in **the** foregoing Article, the Employer shall be liable for compensation for lost wages, **benefits and dues under** this Agreement retroactive to the date of the establishment of the associated or related activities or businesses.

ARTICLE 29 DURATION OF AGREEMENT

- 29:01** This Agreement shall remain in full force and effect for the period May 1, 2011 to April 30, 2015 inclusive. This Agreement to continue from year to year unless in any year not more than one hundred and twenty (120) days and not less than sixty (60) days from the date of expiry of this Agreement, either Party shall furnish the other with notice to request to commence Collective Bargaining for proposed revisions of, or additions to, any provisions thereof.
- 29:02** In such event, negotiations on any proposal, revision, addition or deletion shall take place between the Parties within fourteen (14) days of such notice, or as mutually agreed upon. The present Agreement shall continue until a new Agreement is signed or a strike or lock out commences.
- 29:03** Notification shall be made by registered letter and bargaining shall commence within thirty (30) days of date of issuance of letter.

ARTICLE 30 GENDER CLAUSE

Whenever the masculine gender is used in this Agreement, it shall be meant to refer equally to the feminine gender.

ARTICLE 31 ALBERTA COATING CONTRACTORS ASSOCIATION

A contribution of seven (\$0.07) cents per hour is to be paid and remitted by the Employer to finance the Alberta Coating Contractors Association (ACCA). The Union is to provide a monthly remittance report to the ACCA on all contributions due, collected, or past due for all contractors that are signatory to this Agreement which is due on the 15th of the month following receipt of the contributions.

ARTICLE 32 ALCOHOL AND DRUG POLICY

- 32:01** Concurrence
Except for the matters set out in Articles 32.02 and 32.03 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.
- 32:02** Random Testing

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

32:03 Site Access Testing and Dispatch Conditions

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

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, 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.

32:04 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.

32:05 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 33 LOCAL RESIDENTS

33.01 (a) A Local Resident is an individual who resides within a seventy-five (75) kilometre 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) kilometre 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) kilometre radius** and a

seventy-five (75) kilometre radius of the job site shall not be entitled to receive initial and return **travel** allowance, room and board or subsistence, camp accommodations or rotational leave provisions, but shall be paid a travel allowance of thirty-three (\$33.00) dollars, thirty-six (\$36.00) dollars May 1, 2009 per day worked to cover transportation expenses **and** travel allowance or if **transportation** is supplied by the Employer, a daily travel allowance of seventeen (\$17.00) dollars and **nineteen (\$19.00) dollars May 1, 2009** will be paid for each day **worked**. For the purposes of determining local residents in the Fort McMurray area, residents of **Auzac 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 **Local Resident Employee** is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

ARTICLE 34 CANADIAN FORCES RESERVES

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.**

ARTICLE 35 TOP WORKPLACE PERFORMANCE

- a) **Should any person referred** for employment be **terminated for cause**, his or her referral privileges shall be **suspended** for two (2) weeks. Should the same individual be terminated for cause a second time within a **twenty-four (24)** month period, his or her hiring hall privileges shall be **suspended** for two (2) months. Should the same individual be terminated for cause a third time within a **twenty-four (24)** month period, his or her referral privileges shall be **suspended** indefinitely.
- b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a **grievance challenging the propriety of his or her termination**, unless and until the grievance is **resolved in a manner that affirms the termination for cause**. For the purpose of this provision, a decision of the Local Union Joint Trade Board and/or arbitrator shall be final and binding.
- c) The provisions in subsections (a) **and (b)** notwithstanding, a **Termination Review Committee, composed of the members of the Local Union Joint Trade Board (or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager of the Local Union and two (2) members appointed by the Employer Association")** may, upon written **request**

of the **applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such** action.

SIGNED THIS _____ DAY OF _____, 20__

FOR ALBERTA COATING
CONTRACTORS ASSOCIATION:

FOR IUPAT LOCAL 177:

The **Employer signatory below** hereby **agrees** to be **bound** by the terms and **conditions** of **this Collective Agreement** and further **agrees** that **this Collective Agreement** is in full force **and** effect within that part of the Northwest Territories directly north **and west** of the Province of **Alberta** including the **District of MacKenzie**.

SIGNED THIS _____ DAY OF _____, 20__

FOR THE EMPLOYER:

FOR IUPAT LOCAL 177:

Letter of Understanding

By and Between

International Union of Painters and Allied Trades Local 177

And

Alberta Coating Contractors Association

Re: Wage Determination

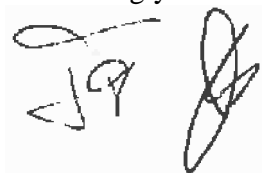
Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 58, and

Whereas, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

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://www40.statcan.gc.ca/101/cst01/cpis01i-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.cia.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. 2011

May 1, 2011 \$0.25 contribution to Health and Welfare.

Nov 1, 2011 \$0.25 contribution to Health and Welfare.

These amounts are forwarded from the May and November 2012 increases.

3. 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. (less the \$0.25 from May 2011)

(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 1st, 2012. (less the \$0.25 from Nov 2011)

4. 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,

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

- (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 journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st 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 journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st 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 journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st 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 journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st 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%.**

5. **Wage Schedules**

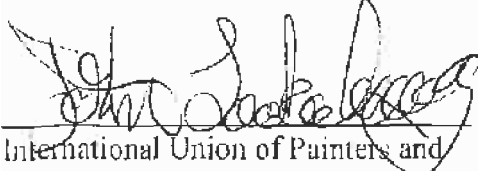
The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom.

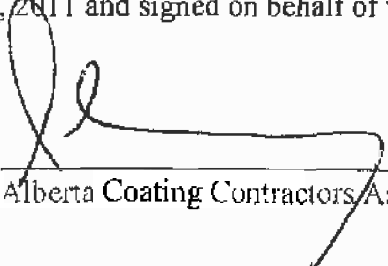
6. **Effective Dates**

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

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

All of which is Agreed the 13 day of MARCH, 2011 and signed on behalf of the Parties:


International Union of Painters and
Allied Trades Local 177


Alberta Coating Contractors Association

Schedule 1: 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 1st, 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 = \0.55

November 2012 increase for Trade X: $(2\% \div 2) \times \$54.00 = \0.54

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: $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$55.00 = \$0.55$

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: $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$54.00 = \$0.54$

Check against 2013 annual 5% limit:

$\$0.55 + \$0.54 = \$0.99$, which is less than the 2013 limit of $\$54.00 \times 5\% = \2.70

APPENDIX "B"

LETTER OF UNDERSTANDING

SPECIAL PROJECT NEEDS AGREEMENTS ("SPNA")

By and Between

International Union of Painters and Allied Trades Local 177

And

Alberta Coating Contractors Association

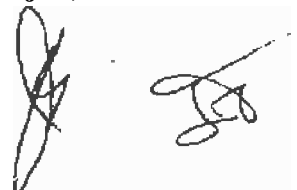
Note: This Letter of Understanding will be attached to each Registration Collective Agreement and signed by the Parties to that Collective Agreement.

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.

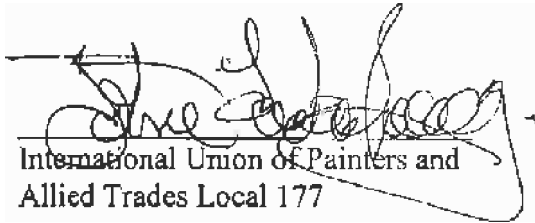
A Contractor shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.

The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.

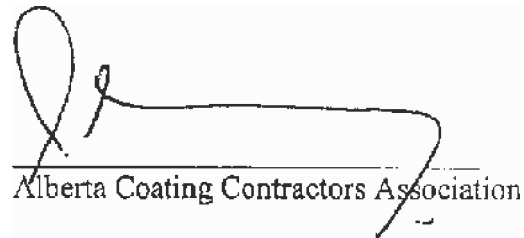
3. An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the "Coordinating Committee") and shall specify the location of the project and the scope of the work to 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, 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 31st day after the SPNA is received from the Chair of the Coordinating Committee.**
10. This Letter of Understanding shall **terminate with the expiry of this Collective Agreement, provided**, however, that any SPNA established under this Letter of Understanding shall continue for the term **provided** therein.
11. Signed in Edmonton this 23 day of MARCH, 2011



International Union of Painters and
Allied Trades Local 177



Alberta Coating Contractors Association

APPENDIX "C"

IUPAT LOCAL 177 – SAFETY & INDUSTRY TRAINING COURSES

IUPAT Local 177 is committed to providing **Safety and Industry Related Courses** as required **and available**.

JTB contributions **are** being utilized in developing and delivering an In-House Training program that provides **both Safety and Industry Related Training** for all members of Local 177.

It is the intent of IUPAT Local 177 to continue to **improve and add to the training** we have available. Currently, we are **supporting the following courses:**

- CSTS
- First Aid/CPR
- Confined Space Entry (OSSA)
- Confined Space Monitor (OSSA)
- Overhead Crane Safety
- AWP (OSSA)
- Fall Protection (OSSA)
- Lead Based Paint Abatement
- Supervisory Training Program (LMCI STP)
- H2S (as required)

The union **shall** administer **this fund and will** provide an **Annual Statement to the Alberta Coating Contractors Association**, which may **be** made available to all **signatory** contractors.

It is jointly **understood** that **all** members of Local 177, **where required, shall** have the following **valid courses:**

- CSTS
- AWP (OSSA)
- OSSA Regional Orientation
- First Aid/CPR
- Overhead Crane Safety
- H2S
- Fall Protection (OSSA)
- Confined Space Entry (OSSA)

Safety training for probationary employees and potential **members is the responsibility** of the **employer and the worker** in accordance **with the Occupational Health and Safety Code**.

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Industrial Painter Equivalency Program **International Union of Painters and Allied Trades**

The painting trade has long been inclusive of all aspects of the trade, including residential, commercial, and industrial. In recent years; as a result of new technologies, different standards, and a desire by workers to specialize in one aspect of the trade or another; there has been a shift, both by workers and employers, towards the formation of two similar, but distinct trades.

Recognizing this; the IUPAT has determined that qualifications for the Industrial Painter would be different that the qualifications for the commercial/residential painter.

In order to facilitate the many members who have worked as non-ticketed journeyman in the industrial sector, as well as those who are coming into the trade we have established the following criteria for equivalency in the industrial sector. This equivalency will establish a worker, with the proper qualifications, as a Journeyman Industrial Painter, recognized by the IUPAT and the Alberta Coating Contractors Association (ACCA).

The Criteria are as follows:

1. **8000 hours in the industrial painting (work experience must be verified as noted in the Qualification Certificate – Work experience application. See attached)**
2. **Achieve a pass mark of 70% or better in the Qualification exam. This exam will be composed of questions created by the IUPAT Industrial Painter committee and reviewed on a semi-annual basis by the education committee of the ACCA. One re-write only will be allowed after a period of 3 months following the first attempt.**
3. **Achieve a pass mark of 80% or better in the practical exam (this exam will be based on the SSPC practical exam as agreed to by the IUPAT industrial painter committee. The IUPAT will administer the practical exam. The ACCA may, at their discretion, provide a NACE qualified inspector to review the administration of the practical exam. This review will be coordinated through the ACCA and the IUPAT Local 177 Training Coordinator.**

Workers who have more than 6000 but less than 8000 hours will be required to attend upgrading classes in Industrial Painting prior to doing parts 2 and 3 of the above criteria. All other workers will need to enrol in the IUPAT Industrial Painter apprenticeship program.

A handwritten signature in black ink, appearing to be 'J. J.', located in the bottom right corner of the page.