

**A REGISTERED
COLLECTIVE AGREEMENT**

**MECHANICAL
(PLUMBERS & PIPEFITTERS)**

covering

INDUSTRIAL WORK

and

**Commercial And Institutional Work
As Defined Herein**

- between -

**Construction Labour Relations – An Alberta Association
Mechanical (Provincial) Trade Division
Pursuant To Registration Certificate No. 27**

and

**United Association of Journeymen and Apprentices of The Plumbing & Pipefitting
Industry of The United States and Canada**

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

2001 to 2003

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MECHANICAL (PROVINCIAL) COLLECTIVE AGREEMENT

between

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

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

and

The United Association of Journeymen and Apprentices of The Plumbing & Pipefitting Industry of The United States And Canada, AFL-CIO, CFL, Local Union #488, Edmonton, Alberta, AND Local Union #496 Calgary, Alberta (each of which unions is hereinafter referred to as the "Union" or the "Local Union") and the members and employees represented by each of them.

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

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

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

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

INDUSTRIAL WORK

(as defined in Article 4.00 Scope of Agreement)

and

COMMERCIAL & INSTITUTIONAL WORK

(as defined in Article 4.00 Scope of Agreement)

NOTE

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

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

ARTICLE ONE - RECOGNITION

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

The jurisdictional area of Local Union 488, Edmonton, Alberta in the Province of Alberta shall be defined as that portion of the Province of Alberta north of Parallel 52:15, which is the parallel of latitude running east and west through approximately the centre of the City of Red Deer. The remainder of the Province of Alberta shall be the jurisdictional area of Local Union 496, Calgary, Alberta. In addition for the **COMMERCIAL/INSTITUTIONAL** discipline portion only, a twenty-five (25) kilometer radius from the centre of the City of Red Deer is recognized as the joint jurisdictional area of Local Unions #496 and #488 respectively.

1.02 The Union recognizes the Registered Employers' Organization as the sole and exclusive bargaining representative of all Employers bound by this Agreement and coming within the scope of this "Collective Agreement".

1.03 The Union agrees on work coming within the scope of this Agreement to work only for and supply men only to Employers, who are bound by and to the same terms and conditions as contained in this Agreement.

ARTICLE TWO - SUB-CONTRACTORS CLAUSE

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

ARTICLE THREE - TRADE OR WORK JURISDICTION

3.01 This Agreement covers the rate of pay, rules and working conditions of all journeymen and apprentices engaged on work as defined in Article 4.00 and coming within the scope of this Agreement, in the installation of all plumbing and pipefitting systems, all component parts thereof, and shall mean without limitation, the handling, fabricating, assembling, rigging and erecting of all pipe, regardless of composition, whether metallic or non-metallic, performed in any branch of the plumbing and pipefitting industry, viz: plumbing, steamfitting, gasfitting, industrial

pipefitting, pneumatic or hydraulic pipefitting, instrument fitting, all process piping used above or below ground, all heat treating and stress relieving of pipe, all welding, tacking and burning connected with the above and shall include the assembling, erecting, installing, dismantling, repairing, reconditioning, adjusting, altering, servicing and any other work awarded to the United Association through jurisdiction ruling(s) as laid down by the Building Trades Department of the A.F.L. - C.I.O. and coming within the scope of this Agreement, and the scope and operation of Registration Certificate #27 issued pursuant to the Alberta Labour Relations Code.

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

ARTICLE FOUR - SCOPE OF AGREEMENT

INDUSTRIAL

- 4.01** The scope of this agreement for **INDUSTRIAL** work shall be all plumbing and pipefitting work involved in industrial construction as described below, that is within the jurisdiction of the union in this agreement. Industrial construction shall mean construction work in respect of the plant process involved in:
- . Electrical Power Generation;
 - . The development of Mining and Smelting Properties;
 - . The development of Oil Sands Properties;
 - . Oil Refineries, Upgraders and all form of hydro carbon production, extraction or processing;
 - . The development of Chemical Plants from any and all forms of feed stocks or other sources;
 - . Pulp, Paper or Timber/Wood processing mills or sawmills;

- . Toxic Waste Disposal Systems;
- . Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide or any other manufactured gases;
- . Base/Precious/Other Metal Production Plants or Upgraders of any and all kinds;
- . Pumping stations and compressor stations;
- . Cement, Lime and Gypsum Plants.

Sewage Treatment Plants - when forming a part thereof of the above listed Industrial plants, stations, or systems only

Water Treatment Plants - when forming a part thereof of the above listed Industrial plants, stations, or systems only

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

COMMERCIAL/INSTITUTIONAL

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

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

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

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

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

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

ARTICLE FIVE - MANAGEMENT'S RIGHTS

- 5.01** Subject only to the limits which are set forth in this Agreement, the Union recognizes the rights of the Employer to the management of its plant and the direction of the working forces, including the right to select, hire, promote, transfer, or discharge any employee for just cause. The Union further recognizes the rights of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes, and means of production and handling.

ARTICLE SIX - UNION SECURITY

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

All Employees in the bargaining unit at the date of signing of this Agreement and all Employees engaged thereafter shall, as a condition of employment, apply to become members of the Union within thirty (30) days and maintain membership in good standing with the Union. The Union agrees to process any such applications for membership in a timely manner assuming the prospective member meets the initiation criteria of the applicable Local Union.

- 6.02** The Employer agrees to deduct and remit union dues and other deductions in accordance with the following:
- (a) Upon receipt of authorization from the Employee, the Employer shall deduct from each Employee, coming within the scope of this Agreement; from each employee's first pay period of each month, monthly union dues, initiation fees, back dues, or other assessments in the amount prescribed by the Local Union. This clause is designed to ensure that every employee shall have union dues deducted by the Employer in each and every month of employment.
 - (b) From each pay period, union field dues in the percentage of gross hourly wages or other amount as may be designated by the Local Union.

- (c) For Local 488 jurisdiction the employer shall deduct five cents (5) per hour earned (**per hour worked for Local 496 jurisdiction**) from the wages of the employee as a check-off to defray the Union's costs to the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council. Such deduction shall be paid for each and every employee covered by the terms and conditions of this Collective Agreement. The monies so deducted shall be remitted in the same manner as Union Dues are remitted under this Collective Agreement, and within the same time frames.
- (d) In any event the employer shall report to the council, either as part of the Employers report to the council, either as part of the Employers report to the Union or as noted below, in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:
 - (1) the name and social insurance number for each employee on whose behalf the deduction was made;
 - (2) the number of hours worked;
 - (3) the amount of money deducted;
 - (4) the employee's trade union affiliation;
 - (5) a nil return where applicable.

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

- (e) The above deductions shall be remitted promptly by the 15th day of the following month, to the local union. Each remittance shall be accompanied by a list showing the name and social insurance number of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction and for the field dues in 6.02 (b) the figure on which the deduction was based.
- (f) The sums deducted shall and shall be deemed to be held in trust and as such, these sums shall and shall be deemed to be held separate and apart from the Employer's own funds.

6.03 Authorized representatives of the Union shall have access to jobs where Employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employees or cause them to neglect their work, and further provided such Union representative complies with customer's safety and security regulations. The Union representative shall, before proceeding about their business, notify the senior representative of the Employer on the job of their presence.

6.04 (a) Where in the opinion of the Union, a Job Steward is deemed necessary, the Steward shall be a working Journeyman appointed by the Business Manager of the Union or their representative, who shall in addition to their

work as a Journeyman be permitted to perform, during working hours such of their union duties as cannot be performed at other times.

- (b) In the event an employer establishes additional shifts, the business Manager of the union, or their representative may appoint a Job Steward for that shift (s).

6.05 It is further understood and agreed that the Steward's duties do not include any matters relating to referral, hiring and termination. The Union agrees that the duties shall be performed as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable time for the performance of those duties. **ON INDUSTRIAL JOBS ONLY** the job steward shall be permitted to collect the union portion of the referral slip from the employer's site office when the employee hires on.

6.06 The Union shall notify either the Contractor, their job superintendent, or both, by letter, of the name of the Job Steward, or of any replacement of same.

6.07 Providing he/she is qualified to perform the job required, the Steward shall be one of the last five (5) employees remaining on the job within the scope of this Agreement. In the event that the Job Steward is not one of the last five (5) employees to be laid off, there shall be consultation with the Business Representative to discuss the reasons for such lay-off.

6.08 In those cases where unscheduled overtime may be worked, the UA job steward, if qualified, shall be given the first preference to fill vacancies left for the crew performing such work.

ARTICLE SEVEN - HIRING

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

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

- (a) For **COMMERCIAL/INSTITUTIONAL** work only the Employer has the freedom to select from the list of available unemployed members or transfer Employees from other work being performed for the same Employer, within the area jurisdiction of the Union(s).
- (b) On **INDUSTRIAL** work, where a project requires twenty-five (25) or less Employees, the Employer may transfer or name hire any combination of fourteen (14) Employees to the job site, however, no more than six (6) employees may be name hired.
- (c) On **INDUSTRIAL** work, where a project requires twenty-five (25) or more Employees, the Employer may utilize the option in (b) above and in addition may name hire or transfer three (3) additional employees for each additional twenty-five (25) Employees hired.

- (d) Where there is a demonstrable need for special skills, talents, or where job conditions warrant, on particular job site(s) then by mutual agreement between the Business Manager of the Union and the Employer, the Employer shall be entitled to additional name hires or transfers.
- 7.02** Where transfers are permitted above, such transfers shall be working within the area jurisdiction of the union and there shall be no interruption of the Employees' earnings while being transferred. This clause does not apply to employees who are on regularly scheduled holidays or absent from work for compassionate reasons, and who are to report to a different job site upon their return.
- 7.03** Under no circumstances shall any Employer transfer Employees from one company to another company, without terminating the Employees and complying with the hiring procedures as set out above.
- 7.04** Except as provided for in Clause 7.08, the Employer agrees not to engage any person until clearance is given by the Union office or a dispatch slip from the Union office is presented.
- 7.05**

 - (a) In the hiring of Apprentices, the Employer shall give consideration to those duly indentured apprentices that are registered as unemployed at the Union office.
 - (b) The Employer agrees to engage only new or probationary apprentices, who have fulfilled the entrance requirements of the Joint Educational Trust Fund Trustees.
 - (c) All apprentices as a condition of progression shall be required to attend such courses as directed by the Joint Educational Trust Fund Trustees in consultation with the Employer affected.
- 7.06** The Employer and the Union agree that there will be no discrimination against any Employee for reasons of age, sex, race, colour or creed.
- 7.07** The Union agrees to furnish competent workmen to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of such persons and shall have the right to reject any person or to discharge any Employee for just cause. The Employer shall not discriminate against any Employee by reason of their membership in the Union or their participation in its lawful activities.
- 7.08** Where the Employer has requested the Union office to furnish workmen to perform work within the scope of this Agreement, and the required number of workmen are not furnished within two (2) working days, after the date for which the workmen are requested, the Employer shall have the right to procure the required number of workmen from other available sources, provided, however, that such workmen procured from other available sources shall be required by the Employer to join the Union, if acceptable, not later than thirty (30) days after hiring, and obtain a dispatch slip from the Union office or the Employer shall notify and obtain clearance from the Union office before engaging such persons. In such circumstances, clearance by the Union will not be withheld.
- 7.09** Provided the Union can supply the Employer with qualified tradesmen, who are members of the appropriate Union, the Employer agrees that at any time on the request of the Union representative giving forty-eight (48) hours notice, any other

persons working at the trade shall be laid off. However, where certain skills may be required on site, the parties may, by mutual consent, waive this requirement. Prospective members awaiting initiation, who have met the requirements for initiation into membership are considered to be members for the purpose of this agreement.

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

REDUCTION IN CREWS

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

- FIRST: Potential members
- SECOND: Travel Card members (Members of Sister United Association (Locals))
- LAST: Members of the appropriate Local Union

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

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

ARTICLE EIGHT - WAGES, BENEFITS & MONETARY CONDITIONS

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

8.01 (a) Industrial Local 488

Effective Date	Base Rate (A)	MERF Fund (B)	Vac.Pay & S.H.P. (C)	Health & Welfare (D)	Pension (E)	Training (F)	Supp. Ben. (G)	Total (H)
GENERAL FOREMAN								
May 7/01	\$34.61	\$0.40	\$3.46	\$1.46	\$4.21	\$0.45	\$0.03	\$44.62
November 1/01	\$35.32	\$0.40	\$3.53	\$1.61	\$4.46	\$0.45	\$0.03	\$45.80
May 1/02	\$36.23	\$0.40	\$3.62	\$1.71	\$4.71	\$0.45	\$0.03	\$47.15
November 1/02	\$37.04	\$0.40	\$3.70	\$1.71	\$4.96	\$0.45	\$0.05	\$48.31
FOREMAN								
May 7/01	\$32.61	\$0.40	\$3.26	\$1.46	\$4.21	\$0.45	\$0.03	\$42.42
November 1/01	\$33.32	\$0.40	\$3.33	\$1.61	\$4.46	\$0.45	\$0.03	\$43.60
May 1/02	\$34.23	\$0.40	\$3.42	\$1.71	\$4.71	\$0.45	\$0.03	\$44.95
November 1/02	\$35.04	\$0.40	\$3.50	\$1.71	\$4.96	\$0.45	\$0.05	\$46.11
JOURNEYMAN								
May 7/01	\$28.11	\$0.40	\$2.81	\$1.46	\$4.21	\$0.45	\$0.03	\$37.47
November 1/01	\$28.82	\$0.40	\$2.88	\$1.61	\$4.46	\$0.45	\$0.03	\$38.65
May 1/02	\$29.73	\$0.40	\$2.97	\$1.71	\$4.71	\$0.45	\$0.03	\$40.00
November 1/02	\$30.54	\$0.40	\$3.05	\$1.71	\$4.96	\$0.45	\$0.05	\$41.16
4TH YEAR (This rate also applies to Journeyman Welders without a "B" Ticket)								
May 7/01	\$22.41	\$0.40	\$2.24	\$1.46	\$4.21	\$0.45	\$0.03	\$31.20
November 1/01	\$22.97	\$0.40	\$2.30	\$1.61	\$4.46	\$0.45	\$0.03	\$32.22
May 1/02	\$23.70	\$0.40	\$2.37	\$1.71	\$4.71	\$0.45	\$0.03	\$33.37
November 1/02	\$24.35	\$0.40	\$2.43	\$1.71	\$4.96	\$0.45	\$0.05	\$34.35
3RD YEAR								
May 7/01	\$19.56	\$0.40	\$1.96	\$1.46	\$4.21	\$0.45	\$0.03	\$28.07
November 1/01	\$20.05	\$0.40	\$2.01	\$1.61	\$4.46	\$0.45	\$0.03	\$29.01
May 1/02	\$20.69	\$0.40	\$2.07	\$1.71	\$4.71	\$0.45	\$0.03	\$30.06
November 1/02	\$21.25	\$0.40	\$2.13	\$1.71	\$4.96	\$0.45	\$0.05	\$30.95
2ND YEAR								
May 7/01	\$16.71	\$0.40	\$1.67	\$1.46	\$4.21	\$0.45	\$0.03	\$24.93
November 1/01	\$17.13	\$0.40	\$1.71	\$1.61	\$4.46	\$0.45	\$0.03	\$25.79
May 1/02	\$17.68	\$0.40	\$1.77	\$1.71	\$4.71	\$0.45	\$0.03	\$26.75
November 1/02	\$18.16	\$0.40	\$1.82	\$1.71	\$4.96	\$0.45	\$0.05	\$27.55
1ST YEAR								
May 7/01	\$13.85	\$0.40	\$1.39	\$1.46	\$4.21	\$0.45	\$0.03	\$21.79
November 1/01	\$14.21	\$0.40	\$1.42	\$1.61	\$4.46	\$0.45	\$0.03	\$22.58
May 1/02	\$14.66	\$0.40	\$1.47	\$1.71	\$4.71	\$0.45	\$0.03	\$23.43
November 1/02	\$15.07	\$0.40	\$1.51	\$1.71	\$4.96	\$0.45	\$0.05	\$24.15

- (1) Calculate the "MERF" contributions on hours earned.
- (2) Monthly Union dues = 3 x column (A) (Maximum JR. rate).
- (3) ABTC dues of 5¢ per hour earned to be deducted from wages and remitted at same time and in same manner as Union dues
- (4) CLR-A dues of 6¢ per hour worked to be remitted by Employer as per Art. 31.03 (a)
- (5) EFAP contributions of 3¢ per hour worked to be remitted by Employer as per 31.03 (b)

8.01 (b) Industrial Local 496

Effective Date	Base Rate (A)	MERF Fund (B)	Vac.Pay & S.H.P. (C)	Health & Welfare (D)	Pension (E)	Training (F)	Supp. Ben. (G)	Total (H)
GENERAL FOREMAN								
May 7/01	\$35.67	\$0.50	\$3.57	\$1.75	\$2.65	\$0.45	\$0.03	\$44.62
November 1/01	\$35.84	\$0.50	\$3.58	\$1.75	\$3.65	\$0.45	\$0.03	\$45.80
May 1/02	\$36.61	\$0.50	\$3.66	\$1.75	\$4.15	\$0.45	\$0.03	\$47.15
November 1/02	\$37.21	\$0.50	\$3.72	\$1.75	\$4.65	\$0.45	\$0.03	\$48.31
FOREMAN								
May 7/01	\$33.67	\$0.50	\$3.37	\$1.75	\$2.65	\$0.45	\$0.03	\$42.42
November 1/01	\$33.84	\$0.50	\$3.38	\$1.75	\$3.65	\$0.45	\$0.03	\$43.60
May 1/02	\$34.61	\$0.50	\$3.46	\$1.75	\$4.15	\$0.45	\$0.03	\$44.95
November 1/02	\$35.21	\$0.50	\$3.52	\$1.75	\$4.65	\$0.45	\$0.03	\$46.11
JOURNEYMAN								
May 7/01	\$29.17	\$0.50	\$2.92	\$1.75	\$2.65	\$0.45	\$0.03	\$37.47
November 1/01	\$29.34	\$0.50	\$2.93	\$1.75	\$3.65	\$0.45	\$0.03	\$38.65
May 1/02	\$30.11	\$0.50	\$3.01	\$1.75	\$4.15	\$0.45	\$0.03	\$40.00
November 1/02	\$30.71	\$0.50	\$3.07	\$1.75	\$4.65	\$0.45	\$0.03	\$41.16
4TH YEAR (This rate also applies to Journeyman Welders without a "B" Ticket)								
May 7/01	\$23.24	\$0.50	\$2.32	\$1.75	\$2.65	\$0.45	\$0.03	\$30.94
November 1/01	\$23.37	\$0.50	\$2.34	\$1.75	\$3.65	\$0.45	\$0.03	\$32.09
May 1/02	\$23.99	\$0.50	\$2.40	\$1.75	\$4.15	\$0.45	\$0.03	\$33.27
November 1/02	\$24.47	\$0.50	\$2.45	\$1.75	\$4.65	\$0.45	\$0.03	\$34.30
3RD YEAR								
May 7/01	\$20.27	\$0.50	\$2.03	\$1.75	\$2.65	\$0.45	\$0.03	\$27.68
November 1/01	\$20.39	\$0.50	\$2.04	\$1.75	\$3.65	\$0.45	\$0.03	\$28.81
May 1/02	\$20.93	\$0.50	\$2.09	\$1.75	\$4.15	\$0.45	\$0.03	\$29.90
November 1/02	\$21.34	\$0.50	\$2.13	\$1.75	\$4.65	\$0.45	\$0.03	\$30.85
2ND YEAR								
May 7/01	\$17.30	\$0.50	\$1.73	\$1.75	\$2.65	\$0.45	\$0.03	\$24.41
November 1/01	\$17.40	\$0.50	\$1.74	\$1.75	\$3.65	\$0.45	\$0.03	\$25.52
May 1/02	\$17.86	\$0.50	\$1.79	\$1.75	\$4.15	\$0.45	\$0.03	\$26.53
November 1/02	\$18.22	\$0.50	\$1.82	\$1.75	\$4.65	\$0.45	\$0.03	\$27.42
1ST YEAR								
May 7/01	\$14.34	\$ 0.50	\$1.43	\$1.75	\$2.65	\$0.45	\$0.03	\$21.15
November 1/01	\$14.42	\$ 0.50	\$1.44	\$1.75	\$3.65	\$0.45	\$0.03	\$22.24
May 1/02	\$14.80	\$ 0.50	\$1.48	\$1.75	\$4.15	\$0.45	\$0.03	\$23.16
November 1/02	\$15.10	\$ 0.50	\$1.51	\$1.75	\$4.65	\$0.45	\$0.03	\$23.99

- (1) Calculate the "MERF" Contributions on hours earned.
- (2) ABTC dues of 5¢ per hour worked to be deducted from wages and remitted at same time and in same manner as Union dues
- (3) CLR-A dues of 6¢ per hour worked to be remitted by Employer as per Art. 31.03 (a)
- (4) EFAP contributions of 3¢ per hour worked to be remitted by Employer as per 31.03 (b)

8.01 (c) Commercial & Institutional Local 488

Effective Date	Base Rate (A)	MERF Fund (B)	Vac.Pay & S.H.P. (C)	Health & Welfare (D)	Pension (E)	Training (F)	Supp. Ben. (G)	Total (H)
GENERAL FOREMAN								
May 7/01	\$29.03	\$0.40	\$2.90	\$1.46	\$3.96	\$0.25	\$0.03	\$38.03
November 1/01	\$29.03	\$0.40	\$2.90	\$1.61	\$3.96	\$0.10	\$0.03	\$38.03
May 1/02	\$29.85	\$0.40	\$2.98	\$1.71	\$3.96	\$0.10	\$0.03	\$39.03
November 1/02	\$30.74	\$0.40	\$3.07	\$1.71	\$3.96	\$0.10	\$0.05	\$40.03
FOREMAN								
May 7/01	\$27.03	\$0.40	\$2.70	\$1.46	\$3.96	\$0.25	\$0.03	\$35.83
November 1/01	\$27.03	\$0.40	\$2.70	\$1.61	\$3.96	\$0.10	\$0.03	\$35.83
May 1/02	\$27.85	\$0.40	\$2.78	\$1.71	\$3.96	\$0.10	\$0.03	\$36.83
November 1/02	\$28.74	\$0.40	\$2.87	\$1.71	\$3.96	\$0.10	\$0.05	\$37.83
JOURNEYMAN								
May 7/01	\$24.03	\$0.40	\$2.40	\$1.46	\$3.96	\$0.25	\$0.03	\$32.53
November 1/01	\$24.03	\$0.40	\$2.40	\$1.61	\$3.96	\$0.10	\$0.03	\$32.53
May 1/02	\$24.85	\$0.40	\$2.48	\$1.71	\$3.96	\$0.10	\$0.03	\$33.53
November 1/02	\$25.74	\$0.40	\$2.57	\$1.71	\$3.96	\$0.10	\$0.05	\$34.53
4TH YEAR (This rate also applies to Journeyman Welder without "B" Ticket)								
May 7/01	\$19.14	\$0.40	\$1.91	\$1.46	\$3.96	\$0.25	\$0.03	\$27.15
November 1/01	\$19.14	\$0.40	\$1.91	\$1.61	\$3.96	\$0.10	\$0.03	\$27.15
May 1/02	\$19.80	\$0.40	\$1.98	\$1.71	\$3.96	\$0.10	\$0.03	\$27.98
November 1/02	\$20.51	\$0.40	\$2.05	\$1.71	\$3.96	\$0.10	\$0.05	\$28.78
3RD YEAR								
May 7/01	\$16.70	\$0.40	\$1.67	\$1.46	\$3.96	\$0.25	\$0.03	\$24.47
November 1/01	\$16.70	\$0.40	\$1.67	\$1.61	\$3.96	\$0.10	\$0.03	\$24.47
May 1/02	\$17.28	\$0.40	\$1.73	\$1.71	\$3.96	\$0.10	\$0.03	\$25.21
November 1/02	\$17.90	\$0.40	\$1.79	\$1.71	\$3.96	\$0.10	\$0.05	\$25.91
2ND YEAR								
May 7/01	\$14.26	\$0.40	\$1.43	\$1.46	\$3.96	\$0.25	\$0.03	\$21.79
November 1/01	\$14.26	\$0.40	\$1.43	\$1.61	\$3.96	\$0.10	\$0.03	\$21.79
May 1/02	\$14.75	\$0.40	\$1.48	\$1.71	\$3.96	\$0.10	\$0.03	\$22.43
November 1/02	\$15.28	\$0.40	\$1.53	\$1.71	\$3.96	\$0.10	\$0.05	\$23.03
1ST YEAR								
May 7/01	\$11.82	\$0.40	\$1.18	\$1.46	\$3.96	\$0.25	\$0.03	\$19.10
November 1/01	\$11.82	\$0.40	\$1.18	\$1.61	\$3.96	\$0.10	\$0.03	\$19.10
May 1/02	\$12.23	\$0.40	\$1.22	\$1.71	\$3.96	\$0.10	\$0.03	\$19.64
November 1/02	\$12.67	\$0.40	\$1.27	\$1.71	\$3.96	\$0.10	\$0.05	\$20.16

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

- (4) CLR-A dues of 6¢ per hour worked to be remitted by Employer as per Art. 31.03 (a)
- (5) EFAP contributions of 3¢ per hour worked to be remitted by Employer as per 31.03 (b)

8.01 (d) Commercial & Institutional Local 496

Effective Date	Base Rate (A)	MERF Fund (B)	Vac.Pay & S.H.P. (C)	Health & Welfare (D)	Pension (E)	Training (F)	Supp. Ben. (G)	Total (H)
GEN. FOREMAN								
May 7/01	\$27.86	\$0.50	\$2.79	\$1.65	\$2.49	\$0.45	\$0.03	\$35.77
November 1/01	\$28.09	\$0.50	\$2.81	\$1.65	\$2.99	\$0.45	\$0.03	\$36.52
May 1/02	\$29.00	\$0.50	\$2.90	\$1.65	\$2.99	\$0.45	\$0.03	\$37.52
November 1/02	\$29.45	\$0.50	\$2.95	\$1.65	\$3.49	\$0.45	\$0.03	\$38.52
FOREMAN								
May 7/01	\$25.86	\$0.50	\$2.59	\$1.65	\$2.49	\$0.45	\$0.03	\$33.57
November 1/01	\$26.09	\$0.50	\$2.60	\$1.65	\$2.99	\$0.45	\$0.03	\$34.31
May 1/02	\$27.00	\$0.50	\$2.70	\$1.65	\$2.99	\$0.45	\$0.03	\$35.32
November 1/02	\$27.45	\$0.50	\$2.75	\$1.65	\$3.49	\$0.45	\$0.03	\$36.32
JOURNEYMAN								
May 7/01	\$22.86	\$0.50	\$2.29	\$1.65	\$2.49	\$0.45	\$0.03	\$30.27
November 1/01	\$23.09	\$0.50	\$2.31	\$1.65	\$2.99	\$0.45	\$0.03	\$31.02
May 1/02	\$24.00	\$0.50	\$2.40	\$1.65	\$2.99	\$0.45	\$0.03	\$32.02
November 1/02	\$24.45	\$0.50	\$2.45	\$1.65	\$3.49	\$0.45	\$0.03	\$33.02
4TH YEAR (This rate also applies to Journeyman Welder without "B" Ticket)								
May 7/01	\$18.19	\$0.50	\$1.82	\$1.65	\$2.49	\$0.45	\$0.03	\$25.13
November 1/01	\$18.37	\$0.50	\$1.84	\$1.65	\$2.99	\$0.45	\$0.03	\$25.83
May 1/02	\$19.10	\$0.50	\$1.91	\$1.65	\$2.99	\$0.45	\$0.03	\$26.63
November 1/02	\$19.46	\$0.50	\$1.95	\$1.65	\$3.49	\$0.45	\$0.03	\$27.53
3RD YEAR								
May 7/01	\$15.85	\$0.50	\$1.59	\$1.65	\$2.49	\$0.45	\$0.03	\$22.56
November 1/01	\$16.01	\$0.50	\$1.60	\$1.65	\$2.99	\$0.45	\$0.03	\$23.23
May 1/02	\$16.65	\$0.50	\$1.66	\$1.65	\$2.99	\$0.45	\$0.03	\$23.93
November 1/02	\$16.97	\$0.50	\$1.70	\$1.65	\$3.49	\$0.45	\$0.03	\$24.79
2ND YEAR								
May 7/01	\$13.52	\$0.50	\$1.35	\$1.65	\$2.49	\$0.45	\$0.03	\$19.99
November 1/01	\$13.65	\$0.50	\$1.37	\$1.65	\$2.99	\$0.45	\$0.03	\$20.64
May 1/02	\$14.20	\$0.50	\$1.42	\$1.65	\$2.99	\$0.45	\$0.03	\$21.24
November 1/02	\$14.47	\$0.50	\$1.45	\$1.65	\$3.49	\$0.45	\$0.03	\$22.04
1ST YEAR Hour 501 through Hour 1500								
May 7/01	\$11.18	\$0.50	\$1.12	\$1.65	\$00.00	\$0.45	\$0.03	\$14.93
November 1/01	\$11.29	\$0.50	\$1.13	\$1.65	\$00.00	\$0.45	\$0.03	\$15.05
May 1/02	\$11.75	\$0.50	\$1.17	\$1.65	\$00.00	\$0.45	\$0.03	\$15.55
November 1/02	\$11.98	\$0.50	\$1.20	\$1.65	\$00.00	\$0.45	\$0.03	\$15.81

Probationary Apprentice 40% for 500 hours

May 7/01	\$9.34	\$0.00	\$0.93	\$0.00	\$0.00	\$0.00	\$0.00	\$10.27
November 1/01	\$9.44	\$0.00	\$0.94	\$0.00	\$0.00	\$0.00	\$0.00	\$10.38
May 1/02	\$9.80	\$0.00	\$0.98	\$0.00	\$0.00	\$0.00	\$0.00	\$10.78
November 1/02	\$9.98	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.98

- (1) Calculate the "MERF" contributions on hours earned
- (2) ABTC dues of 5¢ per hour worked to be deducted from wages and remitted at same time and in same manner as Union dues
- (3) CLR-A dues of 6¢ per hour worked to be remitted by Employer as per Art. 31.03 (a)
- (4) EFAP contributions of 3¢ per hour worked to be remitted by Employer as per 31.03 (b)

8.01 (e) Instrument Mechanic (Local 488 Industrial work)

(Foreman, General Foreman and Journeyman rates are as per 488 Industrial schedule)

Effective Date	Base Rate	MERF Fund	Vac.Pay & S.H.P.	Health & Welfare	Pension	Training	Supp. Ben.	Total
JOURNEYMAN								
May 7/01	\$28.11	\$0.40	\$2.81	\$1.46	\$4.21	\$0.45	\$0.03	\$37.47
November 1/01	\$28.82	\$0.40	\$2.88	\$1.61	\$4.46	\$0.45	\$0.03	\$38.65
May 1/02	\$29.73	\$0.40	\$2.97	\$1.71	\$4.71	\$0.45	\$0.03	\$40.00
November 1/02	\$30.54	\$0.40	\$3.05	\$1.71	\$4.96	\$0.45	\$0.05	\$41.16
4TH YEAR								
May 7/01	\$23.83	\$0.40	\$2.38	\$1.46	\$4.21	\$0.45	\$0.03	\$32.76
November 1/01	\$24.43	\$0.40	\$2.44	\$1.61	\$4.46	\$0.45	\$0.03	\$33.82
May 1/02	\$25.21	\$0.40	\$2.52	\$1.71	\$4.71	\$0.45	\$0.03	\$35.03
November 1/02	\$25.89	\$0.40	\$2.59	\$1.71	\$4.96	\$0.45	\$0.05	\$36.05
3RD YEAR								
May 7/01	\$20.98	\$0.40	\$2.10	\$1.46	\$4.21	\$0.45	\$0.03	\$29.63
November 1/01	\$21.51	\$0.40	\$2.15	\$1.61	\$4.46	\$0.45	\$0.03	\$30.61
May 1/02	\$22.20	\$0.40	\$2.22	\$1.71	\$4.71	\$0.45	\$0.03	\$31.72
November 1/02	\$22.80	\$0.40	\$2.28	\$1.71	\$4.96	\$0.45	\$0.05	\$32.65
2ND YEAR								
May 7/01	\$18.13	\$0.40	\$1.81	\$1.46	\$4.21	\$0.45	\$0.03	\$26.49
November 1/01	\$18.59	\$0.40	\$1.86	\$1.61	\$4.46	\$0.45	\$0.03	\$27.40
May 1/02	\$19.18	\$0.40	\$1.92	\$1.71	\$4.71	\$0.45	\$0.03	\$28.40
November 1/02	\$19.71	\$0.40	\$1.97	\$1.71	\$4.96	\$0.45	\$0.05	\$29.25
1ST YEAR								
May 7/01	\$15.28	\$0.40	\$1.53	\$1.46	\$4.21	\$0.45	\$0.03	\$23.36
November 1/01	\$15.67	\$0.40	\$1.57	\$1.61	\$4.46	\$0.45	\$0.03	\$24.19
May 1/02	\$16.17	\$0.40	\$1.62	\$1.71	\$4.71	\$0.45	\$0.03	\$25.09
November 1/02	\$16.61	\$0.40	\$1.66	\$1.71	\$4.96	\$0.45	\$0.05	\$25.84

8.01 (f) Instrument Mechanic (Local 496 Industrial work)**(Foreman, General Foreman and Journeyman rates are as per 496 Industrial schedule)**

Effective Date	Base Rate	MERF Fund	Vac.Pay & S.H.P.	Health & Welfare	Pension	Training	Supp. Ben.	Total
JOURNEYMAN								
May 7/01	\$29.17	\$0.50	\$2.92	\$1.75	\$2.65	\$0.45	\$0.03	\$37.47
November 1/01	\$29.34	\$0.50	\$2.93	\$1.75	\$3.65	\$0.45	\$0.03	\$38.65
May 1/02	\$30.11	\$0.50	\$3.01	\$1.75	\$4.15	\$0.45	\$0.03	\$40.00
November 1/02	\$30.71	\$0.50	\$3.07	\$1.75	\$4.65	\$0.45	\$0.03	\$41.16
4TH YEAR								
May 7/01	\$24.72	\$0.50	\$2.47	\$1.75	\$2.65	\$0.45	\$0.03	\$32.77
November 1/01	\$24.86	\$0.50	\$2.49	\$1.75	\$3.65	\$0.45	\$0.03	\$33.83
May 1/02	\$25.52	\$0.50	\$2.55	\$1.75	\$4.15	\$0.45	\$0.03	\$34.95
November 1/02	\$26.03	\$0.50	\$2.60	\$1.75	\$4.65	\$0.45	\$0.03	\$36.01
3RD YEAR								
May 7/01	\$21.75	\$0.50	\$2.18	\$1.75	\$2.65	\$0.45	\$0.03	\$29.31
November 1/01	\$21.88	\$0.50	\$2.19	\$1.75	\$3.65	\$0.45	\$0.03	\$30.45
May 1/02	\$22.46	\$0.50	\$2.25	\$1.75	\$4.15	\$0.45	\$0.03	\$31.59
November 1/02	\$22.91	\$0.50	\$2.29	\$1.75	\$4.65	\$0.45	\$0.03	\$32.58
2ND YEAR								
May 7/01	\$18.79	\$0.50	\$1.88	\$1.75	\$2.65	\$0.45	\$0.03	\$26.05
November 1/01	\$18.90	\$0.50	\$1.89	\$1.75	\$3.65	\$0.45	\$0.03	\$27.17
May 1/02	\$19.39	\$0.50	\$1.94	\$1.75	\$4.15	\$0.45	\$0.03	\$28.21
November 1/02	\$19.78	\$0.50	\$1.98	\$1.75	\$4.65	\$0.45	\$0.03	\$29.14
1ST YEAR								
May 7/01	\$15.82	\$0.50	\$1.58	\$1.75	\$2.65	\$0.45	\$0.03	\$22.78
November 1/01	\$15.91	\$0.50	\$1.59	\$1.75	\$3.65	\$0.45	\$0.03	\$23.88
May 1/02	\$16.33	\$0.50	\$1.63	\$1.75	\$4.15	\$0.45	\$0.03	\$24.84
November 1/02	\$16.66	\$0.50	\$1.67	\$1.75	\$4.65	\$0.45	\$0.03	\$25.71

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

- (a) Complete a minimum of 1500 hours of on-the-job training.

- (b) Attend school and pass the appropriate examination.
- (c) Complete those courses as directed by the Joint Educational Trust Fund Trustees in consultation with the Employer affected.

INDUSTRIAL

- 8.03** (a) The minimum rate of wages for a Foreman shall be \$4.50 per hour above the basic Journeyman rates as listed in schedule 8.01 (a) and (b) of this Agreement. The minimum rate of wages for a General Foreman shall be \$6.50 per hour, above the basic Journeyman rates as listed in schedule 8.01 (a) and (b) of this Agreement.

Pay day shall be once each week, and not more than five (5) days pay may be held back, unless other arrangements are made between the Employer and the Union. Employees are to be paid a minimum of two (2) hours before the end of their regular shift, except when they are required to work a second or third shift on pay day, in which case they shall be paid on the preceding day. Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the employee's choice. Where direct deposit is used, employees will be provided with pay summaries on pay day which can be sent by fax to out of town jobs *if* necessary. Should an employee, for any valid reason, not be able to provide the employer with their bank account number or void cheque, this shall not be considered to be a condition of employment.

COMMERCIAL/INSTITUTIONAL

- (b) The minimum rate of wages for a Foreman shall be \$3.00 per hour and the minimum rate of wages for a General Foreman shall be \$5.00 per hour, above the basic Journeyman rates as listed in schedule 8.01 (c) and (d) of this Agreement.

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

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

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

- 8.04** (a) When Employees are laid off or discharged they shall be paid the wages due to them at the time of layoff or discharge and given their Record of Employment and Apprenticeship Book, if applicable, except in the case where the Employer has not established a pay office at the jobsite, payment will be mailed within one (1) working day.

In those instances where the employee must personally pick up the final pay cheque from anywhere other than the project or job site, or where a

mailed cheque is post marked beyond the one (1) working day interval, as listed above, the employee shall be paid a late remittance amount of two (2) hours at the applicable basic hourly rate of pay for each twenty four (24) hour period of delay. Such intervals shall only be deemed to include working days and shall remain exclusive of week-ends and holidays. It is understood, however, that extenuating circumstances can arise, and that despite all good faith efforts and for reasons beyond the control of the Employer, payments may be delayed. In such cases the onus shall be on the Employer to notify the Union, prior to the time by which the cheque is required to be available or required to be post marked, of the details of such circumstances. In such cases the payment of the late remittance amount shall be waived.”

- (b) When an Employee voluntarily terminates their employment, the Employer will mail their wages to their last known address without undue delay but no later than two (2) working days after termination.
- (c) Any Employee who terminates their employment while away from the project will notify the payroll office immediately and will receive their pay cheque in accordance with this Article, and their personal belongings may be shipped collect to their last known address unless previous arrangements have been made.
- (d) Where the Employer terminates or lays off an Employee while the Employee is away from the project, any personal belongings will be shipped prepaid to their last known address unless alternate arrangements have been made.
- (e) The Employer shall make arrangements for the employees to cash their pay cheques without exchange cost.
- (f) For the purposes of this Article, where an Employer is utilizing electronic banking, the above clauses will apply to the employees of that employer with the exception of those employees who would prefer their final cheque to be paid by direct deposit on the next regular pay day. If this pay is late the two (2) hour late remittance language as set out in 8.04 (a) above will be applicable.

8.05 When an employee is laid off or terminated, they shall be provided a reasonable amount of time in which to pack up and return company tools, and obtain camp room clearance wherever applicable.

8.06 The Employer agrees to provide each pay period, a complete statement for each employee showing dates of payroll period covered, Social Insurance Number, and showing separate totals of the following:

- (a) Straight time hours paid;
- (b) Overtime hours paid;
- (c) Shift premium paid;
- (d) Statutory Holiday Pay; and
- (e) Vacation Pay.

- 8.07** The Employer shall further provide each employee with a statement of their earnings for each pay period showing all amounts deducted.
- 8.08** Statutory Holiday Pay and Vacation Pay shall be paid each employee every pay period except as provided for in Clause 14.06.
- 8.09**
- (a) For **INDUSTRIAL work**, notwithstanding anything contained elsewhere in this Agreement, all contributions to the separate following trust funds shall be payable by the Employer on the Employee's total actual hours **EARNED** including overtime.
 - (b) For **COMMERCIAL/INSTITUTIONAL work**, notwithstanding anything contained elsewhere in this Agreement, all contributions to the separate following Trust Funds shall be payable by the Employer on the Employees' total actual hours **WORKED** including overtime.
 - (c) Contributions (as applicable) shall be paid on all work performed under the overtime provisions of this Agreement:
 - (i) Edmonton Pipe Industry Health & Welfare Trust Fund;
 - (ii) Edmonton Pipe Industry Pension Plan Trust Fund;
 - (iii) Edmonton Pipe Industry Educational Trust Fund;
 - (iv) Edmonton Supplementary Benefit Trust Fund;
 - (v) Calgary District Pipe Trades Health & Welfare Plan;
 - (vi) Calgary District Pipe Trades Pension Plan;
 - (vii) Calgary District Pipe Trades Educational Trust Fund;
 - (viii) Calgary Supplementary Benefit Trust Fund.
 - (ix) Local 488 MERF plan.
 - (x) Local 496 MERF plan

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

- 8.10**
- (a) If any Contractor is found by the Trustees of the respective funds to be in default in remitting payments required to be made pursuant to Articles 9, 10, 11 and 12 of this Agreement and if such default continues for 20 days thereafter, the contractor shall pay to the applicable Trust Fund as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for each month or part thereof in which the contractor is in default. The failure to pay each month shall constitute a separate offense, and shall subject the Contractor to the 10% payment. Thereafter interest shall run at the rate of 2% per month on any unpaid arrears, including liquidated damages.

- (b) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in trust on behalf of the employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

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

ARTICLE NINE - HEALTH AND WELFARE TRUST FUND(S)

- 9.01** The Employer shall contribute to the account named by the Trustees of the Health and Welfare Fund, the amounts shown in Clause 8.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 8.08 of this Agreement. Contributions will be made on the basis of full or half (1/2) hours.
- 9.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers and hourly contributions for each Employee, and forwarded with a cheque in the required amount on or before the 15th day of the month, following the month for which such contributions are due, to the applicable trust fund named by the trustees for deposit to the above mentioned trust fund account. A copy of the said list to be retained by the Employer.
- 9.03** All amounts paid by the Employer to the Health and Welfare Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the employee's wages.
- 9.04** In the case of failure of the Employer to contribute into the fund on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.
- 9.05** The terms of the Health and Welfare plan shall not be negotiable under the terms of this Collective Bargaining Agreement. Only that portion pertaining to the

number of cents per man hour earned may be negotiated in each succeeding Agreement.

- 9.06**
- (a) The Employer and the Union agree to comply with all the provisions and requirements of the Health and Welfare Trust Fund and the Declaration of Trust between the Employers and the Union in the Edmonton area dated May 7, 1965, and in the Calgary area dated the 28th day of January, 1977 and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.
 - (b) However, the liability of any Employer to the Health and Welfare Trust Fund shall be limited to their obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
 - (c) Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division shall be provided with a copy of the Declarations of Trust with any amendments, complete with such rules and regulations that are adopted by the Trustees on an ongoing basis.
- 9.07** The Trustees shall have full authority by majority vote with equal representation on both sides to determine the amount and select and enter into the forms of insurance required and shall be responsible for the administration of the plan; increasing and decreasing of benefits payable, and the eligibility of claims payable including any necessary adjustments in the plan to prevent duplication of contributions and coverage.
- 9.08** The Trustees shall make provision for an annual audit by a company of Chartered Accountants, and a certified copy of the auditors' report and balance sheet shall be provided to Construction Labour Relations-an Alberta Association, Mechanical (Provincial) Trade Division, and in addition, made available for viewing to all contributory Employers and members of the Union.

ARTICLE TEN - PENSION TRUST FUND(S)

- 10.01** The Employer shall contribute to the account named by the Trustees of the Pension Trust Fund, the amounts shown in Clause 8.01 of this Agreement, for every hour that an employee covered by the terms of this Agreement is employed, as indicated in Clause 8.08 of this Agreement. Contributions will be made on the basis of full or half (1/2) hours.
- These contributions shall be in addition to any Compulsory Government Pension Plans.
- 10.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of employees, social insurance numbers and hourly contributions for each employee, and forwarded with a cheque in the required amount, on or before the 15th day of the month following the month for which such contributions are due, to the applicable trust fund named by the trustees, for deposit to the above mentioned trust fund account. A copy of the said list to be retained by the Employer.

- 10.03** In Local 488's jurisdiction only, members of the Union shall have the right to make voluntary contributions to the Pension Plan to provide for personal increased benefits.
- 10.04** All amounts paid by the Employer to the Pension Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the employee's wages.
- 10.05** In the case of failure of the Employer to contribute into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for the recovery of the amount due.
- 10.06** The terms of the Pension Fund Plan shall not be negotiable under the terms of this Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 10.07**
- (a) The Employer and the Union agree to comply with all the provisions and requirements of the Pension Trust Fund for the Edmonton area and the Declaration of Trust, between the Employers and the Union dated October 1st, 1968, and in the Calgary area dated the 28th of January, 1977 and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.
 - (b) However, the liability of any Employer to the Pension Trust Fund shall be limited to their obligation to pay the amount stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
 - (c) Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division shall be provided with a copy of the Declarations of Trust with any amendments, complete with such rules and regulations that are adopted by the Trustees on an ongoing basis.
- 10.08** The Trustees shall have full authority by majority vote with equal representation on both sides to determine the amounts and select the forms of Pension benefits to be provided under the Pension Plan, and shall be responsible for the administration of the Plan, increasing and decreasing of benefits payable, and the eligibility of claims payable and be responsible for carrying out all of the provisions and requirements of the Federal and Provincial laws relating to Government Registered Pension Plans.
- 10.09** The Trustees shall make provision for an annual audit by a company of Chartered Accountants, and a certified copy of the auditor's report and balance sheet shall be provided to Construction Labour Relations-an Alberta Association Mechanical (Provincial) Trade Division and made available for viewing to all contributory Employers and members of the Union.

ARTICLE ELEVEN - JOINT EDUCATIONAL TRUST FUND(S)

- 11.01** The Employer shall contribute to the account named by the Trustees of the Joint Educational Trust Fund, the amounts shown in Clause 8.01 of this Agreement, for every hour that an employee covered by the terms of this Agreement is employed,

as indicated in Clause 8.08 of this Agreement. Contributions will be made on the basis of full or half (1/2) hours.

- 11.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of employees, social insurance numbers and hourly contributions for each employee, and forwarded with a cheque in the required amount, on or before the 15th day of the month following the month for which such contributions are due, to the applicable trust fund named by the Trustees for deposit to the above mentioned trust fund account. A copy of the said list to be retained by the Employer.
- 11.03** All amounts paid by the Employer to the Joint Educational Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amount from the employee's wages.
- 11.04** Should the Employer fail to remit the required amount of contributions on the due date, the Trustees in their joint names, may take legal action against the delinquent Employer for recovery of the amounts due.
- 11.05** The terms of the Joint Educational Trust Fund shall not be negotiable under the terms of this Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 11.06** (a) The Employer and the Union agree to comply with all provisions and requirements of the Trustees of the Joint Educational Trust Fund and such rules and regulations the Trustees deem necessary for the operation of the said Trust Fund.
- (b) However, the Liability of any Employer to the Joint Educational Trust Fund shall be limited to their obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- 11.07** The Trustees shall make provision for an annual audit by a company of Chartered Accountants, and a certified copy of the auditor's report and balance sheet shall be provided to Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division and made available for viewing to all contributory Employers and members of the Union.
- 11.08** Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division shall be provided with a copy of the Declarations of Trust with any amendments, complete with such rules and regulations that are adopted by the Trustees on an ongoing basis.

ARTICLE TWELVE - SUPPLEMENTARY BENEFIT TRUST FUND(S)

- 12.01** The Employer shall contribute the amount shown in Clause 8.01 to the Union Supplementary Benefit Trust Fund, for every hour that employees covered by the terms of this Agreement are employed and contributions shall be made on the basis of full or half (1/2) hours.

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

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

(b) However, the Liability of any Employer to the Supplementary Benefit Trust Fund shall be limited to their obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.

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

(a) Renewal of members certificates of proficiency.

(b) Compensation to members who may be called to jury duty or to act on any judicial inquiry or Arbitration Boards.

(c) Journeyman upgrading.

(d) Provide education bursaries for members and children of members.

(e) To provide such additional benefits to members of the Local Union as the beneficiaries deem advisable.

PROVIDED, however, and it is expressly understood, that the funds so received will not be used for such purpose which may be in contravention of The Labour Relations Code, Chapter L-1.2 1988, as amended or any successor statute.

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

ARTICLE THIRTEEN - CUSTOMER WELDING TESTS

13.01 In the case that any Journeyman, whose skill is welding, is required to take a customer requested welding test, the Employer agrees that such Journeyman will be in the employ of the Employer while taking such tests and be placed on the payroll and paid any applicable travel allowance.

13.02 A welder who passes the test and has reported for the test at the appointed time is expected to complete the regular day at work at the welding trade that the Employer has available. Provided that the employee reports to test at the time scheduled by the Employer, they shall be paid one full day's pay if they passes the test and the Employer has no work available for them on that day. This clause shall not be construed to provide double payment to an employee and if an employee reports after the scheduled test time and passes the test they shall be paid from the time they started the test until the normal end of that shift. A welder who fails the test shall be paid for the time required to complete the test, plus any applicable travel allowance.

- 13.03 Welders successfully completing such tests shall receive a regular day's pay at straight time rates for any working day lost, due to transportation delays, or when test pieces must be sent to an outside agency for assessment, except when transportation delays are beyond the control of the Employer.
- 13.04 Welders, upon successfully completing such tests, who fail to report for work, or fail to commence work when directed, will not be eligible for daily subsistence, travel allowance, transportation, accommodation, waiting, and/or testing time pay.
- 13.05 Members, whose skill is welding, who are dispatched to an employer, shall, at the discretion of the employer, be in possession of a valid "B" Pressure welding qualification (B-Ticket).

ARTICLE FOURTEEN - RECOGNIZED HOLIDAYS AND VACATION WITH PAY

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

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First (1st) Monday in August	
- 14.02 Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.
- 14.03 No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.
- 14.04 In lieu of pay for the above recognized holidays the Employer shall pay an additional 4% to the employee's total hourly earnings each week, including overtime hours and premium time hours.
- 14.05 Employees annual Vacation Pay shall be 6% of the Employee's total hourly earnings. Such total hourly earnings shall be deemed to include straight time hours, overtime hours, premium time hours and shall be paid each pay period with the employee's regular pay.
- 14.06 (a) For the Calgary 496 jurisdiction only, for Commercial/Institutional work only, the employer shall have the option to pay V.H.P. and S.H.P. with each pay cheque, or as follows:
 - at the time vacation is taken;

- on the last payday prior to December 31st;
 - on termination.
- (b) Whether the employees receive the above noted holiday and vacation pay each pay period, or whether the vacation and holiday pay are to be retained by the Employer and paid to each employee at the time of the employee's vacation or on the last pay day in the calendar year or upon termination of the employee's employment (whichever occurs first), shall be determined by a majority vote of the employees of that Employer.

ARTICLE FIFTEEN - GENERAL CONDITIONS

- 15.01** Where any Employer is successful in obtaining a contract for **INDUSTRIAL work** involving a total of thirty-five (35) or more employees, the Employer shall notify the Union and arrange for a pre-job conference to be held to determine manpower requirements, jurisdiction of work, and any special conditions which may apply to the contract.
- 15.02** The Employer shall provide suitable accommodations for employees in which they may eat their lunches. These accommodations are to be heated in inclement weather. Where practical, individual chairs shall be provided.
- 15.03** The lunch break will consist of a one-half hour unpaid break taken approximately mid-way during the regular work day. Should an employee be requested to work the normally scheduled lunch break, they shall be provided time for a meal as close as possible to the regularly scheduled lunch break. If the lunch break is delayed such that it starts more than one-half hour after the completion of the normal lunch break, the employee will be paid an additional one-half hour at their applicable straight time rate for the one-half hour lunch break.
- 15.04** Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These shelters are to be properly heated in inclement weather, and to meet the sanitary standards agreeable to the Business Representative of the Local Union.
- 15.05** All employees covered by this agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break. However for **INDUSTRIAL WORK ONLY** and on a compressed work week scheduled pursuant to Article 17.00, employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts.
- 15.06** The Union and the Employer mutually recognize that certain project jobsites may require the usage of welder/operator rig rental equipment for purposes related to

“downhand” welding procedures and/or mobility requirements. Usage of such welder/operator rig rental equipment shall be governed by the following conditions:

- (a) The Employer representative and the Business Manager of the Union, shall meet to discuss the specific needs and requirements for the usage of welder rig operator rental equipment for a specific job site/project. Mutual consent of the Parties shall remain a requirement prior to implementation but shall not be unreasonably withheld. A grievance may be filed if a Party believes that consent is being unreasonably withheld.
- (b) The welder/operator shall remain a member in good standing of the appropriate local and shall be strictly governed by the terms and conditions for the payment of all wages and benefits as stipulated under this agreement.
- (c) The fitter working with the welder/operator shall be a member of the appropriate local.
- (d) Rig rental rates shall remain exclusively a matter between employer and employee and shall under no circumstance be construed to be any responsibility of the Union.

ARTICLE SIXTEEN - HOURS OF WORK

- 16.01** (a) The maximum of eight (8) hours shall constitute a normal day's work beginning at 8:00 a.m. and ending by 5:00 p.m. (except when one-half (1/2) hour lunch is taken in which case the normal day will end at 4:30 p.m.). The maximum normal work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 5:00 p.m.
 - (b) The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at their option.
 - (c) Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
 - (d) A change in start/quit times shall be applied consistently on the jobsite and in no circumstances shall split shifts be created, unless mutually agreed between the parties.
- 16.02** Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.
- 16.03** (a) The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one half (1½) times the applicable rate of pay.

- (b) All other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.

16.04 For the purposes of calculating overtime hours, overtime shall normally be paid upon the completion of the regular days shift. When an Employee is required to work prior to the commencement of their regular shift, such time shall be considered as overtime.

16.05 All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.

ARTICLE SEVENTEEN - COMPRESSED WORK WEEK

17.01 (a) The maximum of ten (10) hours shall constitute a normal day's work beginning at 7:00 a.m. and ending by 6:00 p.m. (except when one-half (1/2) hour lunch is taken in which case the normal day will end at 5:30 p.m.). The maximum normal work week shall be forty (40) hours beginning Monday at 7:00 a.m. and ending Thursday at 6:00 p.m.

- (b) The Employer may vary the start/quit times by changing the scheduled starting time up to fifteen minutes at their option.

- (c) Variances beyond fifteen minutes shall be agreed mutually by the Employer and the Business Representative of the Union.

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

17.02 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.

17.03 Where this option is worked, all hours in excess of ten (10) hours per day Monday through Thursday, shall be paid for at two (2) times the applicable rate of pay. When Friday is worked, the first ten hours shall be paid at one and one-half (1.5) times the applicable rate of pay.

17.04 When job circumstances merit a change in the hours of work, the Employer shall notify the Union office at least seven (7) calendar days, where practical, before such change becomes effective.

17.05 **INDUSTRIAL**

- (a) When a compressed work week is being worked and a statutory holiday falls on a regularly scheduled work day(s) off, then the following regularly 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

(b) Should a Statutory Holiday fall on Monday where this option is being utilized, then a Friday may be scheduled as a regular day of work with no overtime premium applied for the first ten (10) hours of work, after ten (10) hours all work shall be overtime and paid for at a rate of double (2x) time the applicable rate. When a Statutory Holiday falls in the middle of a work week, then the Union and the Employer shall mutually agree to the work schedule for that week.

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

ARTICLE EIGHTEEN - CALL OUTS

18.01 Employees who have completed the day's scheduled hours of work and left the jobsite to return home or to camp and who respond to a request to work additional time, shall be compensated as follows.

(a) Employees who do not commence work shall be paid for two (2) hours at the applicable overtime rate, and any travel and transportation applicable.

(b) Employees who are called in and commence work shall be paid for a minimum of three (3) hours at the applicable overtime rate and any travel and transportation applicable.

18.02 Where an Employee works more than the three (3) hours set out in 18.01 (b) above, the employee shall receive remuneration for the hours actually worked at the applicable overtime rates and any travel or transportation applicable.

18.03 In the event that an Employee, responding to a call out does not get an eight (8) hour break, prior to the commencement of their regular work day, the Employee(s) shall be allowed an eight (8) hour rest break and be paid for a normally scheduled work day. To qualify for the normally scheduled days pay the Employee shall be available for work at the end of the eight (8) hour break.

ARTICLE NINETEEN - SHIFT WORK

19.01 Shift work may be performed at the option of the Employer, however, when shift work is performed at least two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least five (5) consecutive regular working days, or four (4) consecutive regular working days

where the four (4) ten (10) hour day option is being utilized. Should each of the shifts outlined above not continue for a period of four (4) or five (5) consecutive working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this Agreement.

19.02 Where a shift is commenced and has run for at least the four (4) or five (5) consecutive days referred to above, should the shift terminate in the middle of the week, or an employee hires on in a week in which a shift ends, affected employee(s) shall only be entitled to shift premium on regular hours of work.

By mutual agreement, shifts may be established for periods of less than four (4) or five (5) consecutive regular working days and in such an event, the deemed overtime that would otherwise be payable shall not apply.

19.03 The first shift shall work a normal shift as set out in clause 16.01 and/or 17.01 of this Agreement, with the applicable overtime rate after eight (8) hours of work or in excess of ten (10) hours per day during a compressed work week.

19.04 Shift work other than the normal shift as outlined in clause 19.03 may be utilized provided such shift(s) commence between 3.00 PM and 6.00 AM. The hourly rate for employees on any alternate shift(s) as outlined above shall be \$2.50 per hour greater than the applicable day time rate of pay. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.

19.05 No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate, plus shift differential, after each shift until a break of eight (8) consecutive hours occurs, exclusive of travel allowance.

19.06 When an employee loses a regular day through the implementation or termination of shift work, then the Employee shall be paid a regular days pay for the day lost.

19.07 Where the owner/client may require work to be done on a single shift basis at start/quit times that may be at variance with the start/quit for a regular shift, single shift operations shall be permitted subject to the payment of shift differential. The shift differential shall be paid on all hours worked. Overtime shall be payable on all hours in excess of eight (8) hours per day, or in excess of ten (10) hours per day during a compressed work week, and forty (40) hours per week and on Saturdays, Sundays, or Statutory Holidays.

ARTICLE TWENTY - OVERTIME MEALS

20.01 Where Employees are required to work in excess of ten (10) hours in a single shift, they shall be provided immediately after ten (10) hours, with a suitable meal (hot where possible) and every four (4) hours thereafter until the shift is ended. The cost of the meal(s) and the time consuming same shall be paid for at the straight time rates contained in this Agreement, to a maximum of one half (1/2) hour in duration. Where the Employer is paying subsistence, this clause shall also apply.

- 20.02** Recognizing emergency situations will arise, if the Contractor has not scheduled in excess of the ten (10) hour shift, the Contractor shall be granted a one (1) hour extension where the Contractor need not supply a hot meal.
- 20.03** Under no circumstances shall any form of payment be made to the Employee in lieu of the Employer providing such meal(s) unless prior agreement has been reached between the Employer and the Business Manager of the Union, or their Representative.

ARTICLE TWENTY-ONE - SHOW UP TIME

- 21.01** When an Employee reports to work at the regular starting time and such Employee is not put to work, the Employee so effected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.
- 21.02** In order to qualify for show up time, Employees must remain on the jobsite unless otherwise directed by the Employer. Where the Employee(s) are directed to remain at the jobsite for more than two (2) hours they shall be paid for such time at the applicable rate.
- 21.03** Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- 21.04** An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a jobsite where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.
- 21.05** When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

ARTICLE TWENTY TWO - MATERIAL HANDLING AND FABRICATION

- 22.01** Only Employees dispatched by the Union and working under the terms of this Agreement shall perform the unloading, reloading, handling, erection, fabrication and final installation of all mill run pipe, pipe fittings, pipe bends, custom built pipe supports, anchors, pipe hangers, pipe formations and all other appurtenances on the jobsite or destined for the jobsite and coming under the control of the Employer and under the jurisdiction of the United Association. The above shall not be deemed to include the fabrication of regular catalogue items normally listed in manufacturers' catalogues. The Employer shall supply all necessary tools, equipment and materials to ensure proper installation.
- 22.02** The fabrication of all pipe formations two (2) inches in diameter or under shall be by members of the Union.

- 22.03** The Union reserves the right to refuse to handle, erect, or install fabricated material which comes under the jurisdiction of the United Association, but which has not been fabricated by Journeymen members of the Union(s), or in the plant of an Employer employing Journeymen members of the United Association at the prevailing building and construction wage rates in effect wherever the Employer's plant may be situated, unless sanctioned by the Union Business Manager for such work to be fabricated at some other fabricating shop.
- 22.04** On INDUSTRIAL projects, where piping tool cribs and piping warehouses are established on a jobsite, a member of the Union shall be in charge of the checking of tools, pipe and piping materials and the Employer agrees to give every consideration to older or handicapped members to fill positions in tool cribs and warehouses on the jobsite.

ARTICLE TWENTY-THREE - LOCAL RESIDENTS

- 23.01**
- (a) A local resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.
 - (b) Local Residents residing within a forty-five (45) km radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board, subsistence, camp accommodations, or rotational leave provisions.
 - (c) **INDUSTRIAL ONLY**
Local residents residing between a forty-five (45) km radius and a seventy-five (75) km radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of thirty dollars (\$30.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of fifteen dollars (\$15.00) will be paid for each day worked.
 - (d) Where a Camp Kitchen is established, and where all workers generally on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches a Local Resident Employee shall be provided the same noon meal without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to pick up hot soup as well.

- (e) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.
- (f) The parties agree that the early participation of qualified local resident employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesmen will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the parties.

ARTICLE TWENTY-FOUR - TOOLS AND PROTECTIVE CLOTHING

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

SCHEDULE A

Applicable to Calgary Local 496 Jurisdiction Only

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

14" Pipe Wrench
12" Pipe Wrench
10" Pipe Wrench
Strap Wrench
Ball Peen Hammer
Claw Hammer
1" Copper Tubing Cutters
Pair of Standard Pliers
Basin Wrench
1-10" & 1-8" Crescent Wrench
Key Hole Saw
Flat Cold Chisel
Tape Measure
Torpedo Level
Basic Set of Screw Drivers of Standard, Phillips, and Robertson Head
Hack Saw
M.J. Torque Wrench

- 24.02** The Employees must accept responsibility for the tools supplied by the Employer and must report the breakage or loss of such tools, immediately on duplicate forms to be supplied by the Employer.

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

ARTICLE TWENTY-FIVE - FOREMEN

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

INDUSTRIAL

- 25.02**
- (a) General Foremen, Foremen, journeymen, and apprentices must be members of the appropriate Union.
 - (b) Apprentices shall not be elevated to the position of foremen or be authorized to direct any portion of the working force. An apprentice shall be deemed to be a member of the crew and take their directions from the foreman.
 - (c) The average number of journeymen under the supervision of a foreman shall be twelve (12). The employer agrees that there shall be two (2) foremen once there are fourteen (14) journeymen on the job.

- (d) On projects requiring fifteen (15) and up to a maximum of twenty-five (25) Welders; there shall be a Qualified "A" or "B" Welder employed as a welder Foreman and one (1) Welder Foreman for up to each twenty (20) additional Welders employed thereafter. Whenever possible such Welder Foreman shall have taken and passed the "Welder Foreman Training Program" as developed between the Parties.

COMMERCIAL/INSTITUTIONAL

- 25.03 (a) General Foremen, Foremen, journeymen and apprentices must be members of the appropriate Union.
- (b) Apprentices shall not be elevated to the position of foremen.
- (c) The average number of journeymen under the supervision of a foreman shall be twelve (12).

ARTICLE TWENTY-SIX - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

26.04 Under the terms of this Agreement, a grievance is a complaint regarding:

- (a) an alleged violation of the Collective Agreement;
- (b) an alleged contravention of the Collective Agreement;
- (c) unjust discipline.

26.05 In the case of a dispute involving the failure of an Employer to remit in a timely fashion the full amounts required by Article 31.00, the Association (Construction Labour Relations an Alberta Association) may directly pursue such failure to comply with this Collective Agreement. The Association may, in its own name, file a grievance against such an Employer. Such a grievance may be referred by the Association to an Arbitrator or Arbitration Board without being processed through any intervening steps other than written notice in reference to Arbitration for the purpose of such a grievance. The Parties to the Grievance for the purposes of appointment to the Arbitration Board shall be the Association and the subject Employer.

26.06 The Arbitrator or Arbitration Board, shall have the power to determine all questions of arbitrability and shall issue a decision which is final and binding on all parties, and upon any Employee(s) or Employer(s) affected by it. Where both

parties have agreed, together with the Arbitrator or Arbitration Board to the procedure to be followed no appeal as to the use of that procedure shall be taken.

- 26.07** The Arbitrator or Arbitration Board shall determine his/its own procedure, but shall give full opportunity to all parties to present evidence and to make representations; the Arbitrators shall also have the power to relieve against non-compliance within time limits, or any other technicality or irregularity.
- 26.08** The Arbitrator or Arbitration Board shall determine the real issue in dispute according to the merits and make whatever disposition he/it deems just and equitable. The Arbitrator or Arbitration Board, shall also provide reasons in writing for such decision within twenty (20) days from the date of the hearing of the grievance. However, except as permitted in the next clause, the Arbitrator or Arbitration Board shall not alter, amend, change, modify, or extend the terms and/or conditions of this Collective Agreement.
- 26.09** If the Arbitrator or Arbitration Board by his/its award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and this portion of this Collective Agreement does not contain a specific penalty for the infraction, that is the subject matter of the Arbitration, the Arbitrator or Arbitration Board may substitute/modify such penalty for the discharge or discipline as to him/it seems just and fit in all circumstances.
- 26.10** The Employer and the Union agree that the cost of the Arbitrator or Arbitration Board shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator or Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of \$300.00 per day for each nominee.
- 26.11** Notwithstanding clause 26.10 above, the Arbitrator or Arbitration Board may exercise his/its discretion in an appropriate case to rule that the costs of the Arbitration Board or Arbitrator is shared equally.

ARTICLE TWENTY-SEVEN - JOINT CONFERENCE BOARD

- 27.01** The parties to this Agreement agree to the establishment of a single Provincial Joint Conference Board, with two Divisions, one covering the Local Union 488, Edmonton jurisdictional area and the other the Local Union 496, Calgary jurisdictional Area.
- Each Division shall have four (4) members appointed by the Employer's Association and four (4) members appointed by the respective Local Union.
- 27.02** Each Division shall attempt to meet once every three (3) months to review the operation of this Agreement and to consider joint action, beneficial to both parties and their respective members.
- 27.03** Where in the opinion of either Division, a meeting of the entire Joint Conference Board is considered desirable, it shall be convened by mutual agreement between the two (2) divisions.

- 27.04** The Parties shall agree on a joint secretariat for each division who shall be responsible to report the activities of the Joint Conference Board to their respective constituents.
- 27.05**
- (a) A quorum for each Division shall consist of two (2) nominees of each party and decisions of the Board shall be made by a majority of votes cast. Notwithstanding the above and regardless of the number of persons attending each party shall have an equal number of votes to cast on any vote taken.
 - (b) The Board shall be concerned with the reviewing of the operations of this Agreement, labour supply, the general technical and economic conditions of the plumbing, pipefitting and air conditioning industry, and may make recommendations to the parties for the benefit of the Industry and the general public.
 - (c) The Joint Conference Board shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party (this time limit may be extended by mutual consent of both parties) to deal with any item which either party deems necessary.
- 27.06** The parties agree that in the event that the Joint Conference Board shall not be effective in this form, then the structure shall, by mutual consent, be varied.

ARTICLE TWENTY-EIGHT - SAVING CLAUSE

- 28.01** Should any article, any provision, or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.

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

DAILY TRAVEL

- 29.01** The following conditions as listed in clauses 29.01 to 29.03 will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which employees commute daily from temporary accommodation provided or paid for by the Employer.
- (a) A forty-five (45) kilometer radius free zone from the center of the cities of Edmonton or Calgary; (Geodetic Monument) or around any place in which employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument for Edmonton is 101 Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone

- (b) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed 750, 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

29.02

- (a) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options;
- to provide transportation and pay travel allowance, or
 - reimburse the employees, as a vehicle allowance, at the rate of thirty nine cents (\$0.39) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

Example Only --

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

Travel Allowance:	
80 km @ 80 km/hr. = 1 hr. @ base rate of \$28.11/hr. =	\$28.11
Vehicle Allowance:	
80 km. @ \$0.39 per km. =	\$31.20
for a daily total of	<u>\$59.31</u>

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 of thirty-nine cents (39¢) per kilometre traveled if the employee uses their own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (f) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the employee shall be paid the normal rate for time traveled during the regular working day only.
- (g) An inconvenience allowance of fifteen dollars (\$15.00) per day worked shall be paid to employees who are required to travel between the Muskeg River Camp or the PTI camp and the Suncor site, or between the Suncor camps and the Aurora 1 or 2 or MRC sites. (This is a “pure” allowance and is not to be considered part of earnings for the purposes of any calculations.) Similar situations not expressly mentioned in this clause which may arise in the future will be subject to discussion by the Parties to determine if the situation warrants consideration for similar treatment.
- (h) Should an employee residing in camp accommodation be requested by the employer or the client’s designated camp management personnel to move to another room or camp, they shall be paid two (2) hours at the applicable straight time rates to carry out the move.
- (i) When an employee is being paid subsistence allowance in accordance with Article 29.04 and when there is no suitable accommodation available within 45 km. of the project on which the employee is engaged, the employer shall determine the location of the nearest available suitable accommodation and shall determine the number of road kilometers beyond a 45 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with those provisions as identified in Article 29.02. In the event suitable accommodations within a 45 kilometer radius of the project becomes available, the payment of the travel allowance will cease.

COMMERCIAL/INSTITUTIONAL

- 29.03**
- (a) For projects beyond the forty-five kilometre (45 km) free zone for which daily travel is required, then the Employer will provide transportation, plus a travel allowance to be negotiated in consultation with the union, however, in the event no Agreement is reached with the Union then a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.
 - (b) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Pick up points shall be mutually agreed upon.

- (c) Clauses 29.02 (c), (d), (e), (f), (g) & (h) are also applicable to Commercial & Institutional work.

29.04

- (a) Applicable within a 475 kilometre radius of the Cities of Edmonton and Calgary (excluding National Parks)

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

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of eighty-five dollars (\$85.00) per day except as follows:.

- the **Fort McMurray** region where the rate will be One Hundred and fifteen dollars (\$115.00).

- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (as applicable) one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to their Employer for each occasion the accommodation is used. Where the Employer or their client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

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 kilometer radius of the Cities of Edmonton and Calgary (excluding National Parks and Northwest Territories)

When an employee is directed or dispatched to work on an out-of-town job which will last at least five days, the employer will provide, on a seven (7) days per week basis:

- (i) camp accommodation; or
- (ii) Mutually agreed room and board, or subsistence allowance as follows.
- (iii) reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in

the purchase of board and lodging, by way of a subsistence allowance in the amount of eighty-five dollars (\$85.00) per day:

Employees failing to report for work on the work day immediately preceding and following a week-end or Statutory Holiday will receive the above for days worked only.

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses 29.04(a)(ii) or 29.04(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered employers' organizations, which committee shall make a final and binding decision within five days from the date of referral.
- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the employer's obligations pursuant to this article.
- (e) (i) In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the employer shall provide one of the following options:
- provide suitable room and board; or
 - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the President of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation

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

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 26.03. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included;
- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
 - To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.

- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at
- The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

There shall be no more than one reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.

(f) Applicable to all Regions

- (i) Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather 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 jobsite prior to the normal quitting time without receiving consent from their employer, the employee will receive a prorated amount of subsistence based upon the number of hours the employee worked in the work day, compared to the regularly scheduled hours of work for the day.
If the employee leaves prior to the normal quitting time with the consent of the employer they will receive the normal daily subsistence allowance for that day.
- (ii) All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 1999 - 2008 camp rules and regulations, **or any successor thereto.**
- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.

COMMERCIAL/INSTITUTIONAL

- 29.05** (a) Where employees are employed in the area beyond that in which daily travel applies and up to a radius of 475 km from the center of the cities of

Edmonton or Calgary, as may be appropriate, the employer may elect to provide:

- camp accommodations (in accordance with the current camp rules and regulations, or any successor standards) which remain available on weekends for those who elect to remain in camp; or
 - mutually agreed room and board; or
 - subsistence allowance as follows:
 - the amount to be negotiated in consultation with the Union, however, in the event no Agreement is reached with the Union a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.
- (b) Beyond a 475 kilometer radius from the center of the cities of Edmonton or Calgary, as may be appropriate, the employer, where their employees do not return daily, has the same elections as above, but on the basis of seven (7) days per week.
- (c) Clause 29.04 (f) (i) (ii) (iii) are applicable to Commercial & Institutional work.

29.06 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

INDUSTRIAL

- (a) Employees directed or dispatched to a project / jobsite from which they do not return daily shall be paid travel allowance for initial travel and transportation to the project and return, upon termination of the job or their employment, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:
- (i) up to 200 kilometers - \$70.00 each way;
 - (ii) Over 200 kilometers up to 300 kilometers - \$100.00 each way;
 - (iii) Over 300 kilometers up to 375 kilometres, and the Empress area - \$120.00 each way.
 - (iv) over 375 kilometers up to 475 kilometers \$180.00 each way or actual Airfare if suitable proof of air transport is provided to the employer.
 - (v) over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of \$275.00 each way or air

fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.

- (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 bussing, 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 29.02 (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 become disentitled 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, e.g., alcohol, tobacco and other substances.
 - vi. Notwithstanding the foregoing, an employee who has elected to use provided busses, and who is hired, laid off, or terminated on a day when weekly bussing 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 rotational allowances where applicable. Should an employee choose not to accept a transfer, he/she shall be paid all applicable travel allowances and be considered to be laid off.

29.07 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Pay an allowance of One Hundred and forty dollars (\$140.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
 - (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of Two Hundred and Fifty Dollars (\$250.00) 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.
 - (ii) Allow Employees Five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (d) Where the Employer supplies transportation the employee shall not be entitled to the above allowances, subject to the provisions of 29.06 (a) save and except that the Employee shall remain eligible for rotational leave as per clauses 29.07 (a)(ii), 29.07 (b)(ii), and 29.07 (c).

**29.08 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 clause 29.07(a)(i)&(b)(i)), however in the event that no agreement is reached between the employer and the union a decision shall be made by the Registered Employers Organization, which decision shall be final and binding.

ARTICLE THIRTY - ENABLING CLAUSE

- 30.01** Where an Owner/Client or Prime Construction Manager expresses the intention of tendering or awarding work on a project on the open market (i.e. without regard to Union affiliation or its lack), and where in the opinion of the Employer, the award of the work is likely to be to an open-shop or merit shop entity because the conditions of this Agreement may not be competitive in the market then prevailing, the parties to this Agreement shall meet and bargain collectively in good faith in an honest attempt to arrive at terms and conditions for application to work on that project which will be fully competitive in the prevailing market.
- 30.02** All enabled conditions will be available to any signatory contractor bidding the work on which the enabled conditions apply.
- 30.03**
 - (a) Under 30.01 above. terms, conditions and wages contained herein may be varied, altered, amended or modified by the mutual agreement of the parties.
 - (b) A menu of enabled terms and conditions that would be available to employers providing certain conditions are present at time of tender, shall be maintained in the offices of each Local Union, each CLRa office, as well as each office of any employer who may require access to said menu. Each menu item shall be identified by a reference number. Any such menu item(s) granted must first be authorized in writing by the Business Manager of the respective Local Union or their designate.

ARTICLE THIRTY-ONE - EMPLOYER ASSOCIATION FUNDS

- 31.01** The amounts specified in Clause 31.03 shall be contributed for all hours worked under the terms of this Collective Agreement, by each Employer working under the terms of this Collective Agreement.
- 31.02** These contributions shall be forwarded to the Office of the appropriate Association(s) prior to the fifteenth (15th) day of the calendar month following the period for which the contributions are being reported.

- 31.03** The Employer shall complete and forward, with the contributions, the reporting forms as required.
- (a) Six cents (6¢) per hour worked shall be forwarded to Construction Labour Relations at 2725 – 12th Street, N.E. Calgary, Alberta T2E 7J2 to satisfy the Employers obligation to the Construction Labour Relations, Mechanical (Provincial) Trade Division pursuant to Section 163 of the Labour Relations Code of Alberta and this collective agreement.
 - (b) In addition to the contributions stipulated in (a) above, an amount to be determined but which is currently estimated to be three cents (3¢) per hour worked, shall be forwarded to Construction Labour Relations at 2725 – 12th Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR-A to provide an Employee and Family Assistance Benefit Plan (EFAP) for all bargaining unit employees employed under the terms of this Collective Agreement pursuant to the plan rules.
 - (c) The Mechanical (Provincial) Trade Division of Construction Labour Relations may, by notice in writing to each of the unions, change the amount of cents per man hour in (a) and (b) above.
- 31.04** All cost relating to the administration of the fund(s) shall be borne by the above association.

ARTICLE THIRTY-TWO - MARKET ENHANCEMENT RECOVERY FUND

- 32.01** The amounts specified in the wage schedules in article 8.00 designated as “MERF” shall be contributed by the Employer for every hour that an employee covered by the terms of this Agreement is employed, within either the Local 488 or 496 jurisdiction, as indicated in Clause 8.08 of this Agreement. Contributions will be made on the basis of full or half (1/2) hours. The amounts contributed shall be based on total hours earned including overtime.
- 32.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union(s) listing the names of employees, social insurance numbers, and hourly contributions of each employee, and forwarded with a cheque in the required amount, on or before the 15th day of the month following the month for which such amounts have been withheld, to the “Market Enhancement Recovery Fund Trust Account” in care of Local Union 488, or Local Union 496, as appropriate. A copy of the said list to be retained by the Employer.
- 32.03** In the case of failure of the Employer to forward the contributions to the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for the recovery of the amount due.

- 32.04** All amounts paid by the Employer to the Market Enhancement Recovery Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the employee's wages.
- 32.05** The liability of any Employer to the Market Enhancement Recovery Fund shall be limited to their obligation to contribute and forward the amount stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- 32.06** The terms of the Agreement and Declaration(s) of Trust shall govern the operation and administration of the MERF plan(s) and any changes made to the Declaration(s) of Trust by the Trustees, must be ratified by the Parties to this Collective Agreement. Any increase to the amounts to be contributed as proposed by the Trustees must also be ratified by the Parties to this Collective Agreement.
- 32.07** There shall be a total of seven (7) Trustees appointed to administer each Fund. Three (3) shall be appointed by the Trade Division, and four (4) by the appropriate Local Union, one of whom shall be the Chairman. It shall be the exclusive right of the Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division to appoint the management trustees to the fund, however other than the Labour Relations Representative for Construction Labour Relations - an Alberta Association Mechanical (Provincial) Trade Division, whose appointment is automatic the other two trustees may be selected from among management personnel from other employers whose collective agreements require that Funds be contributed to this Fund.
- 32.08** The establishment of the Supplementary Unemployment Benefit Plan has been agreed upon by the signatories to this Agreement pending full acceptance of its conditions as identified in Appendix "A" by Human Resources Development Canada (H.R.D.C.). This Plan is designed solely to reimburse eligible employees to a maximum of \$413.00, or 95%, of insurable weekly earnings per week (whichever amount is the lessor) for each of the two (2) weeks "waiting period" of an eligible Employment Insurance claim.
- The S.U.B. Fund shall be financed exclusively by hourly Employer contributions currently provided under the Market Enhancement Recovery Fund at the rate of ten cents (\$0.10) per hour earned. The operation of the S.U.B. Fund shall be governed by the terms and conditions of the S.U.B. Fund Trust Agreement and the daily control and direction shall be provided by the current and/or future Trustees of the Market Enhancement Recovery Fund (M.E.R.F.).
- It is further agreed by the Parties to this Agreement that all funding and benefit provisions as outlined above shall remain as maximum unless agreed to by the Parties and ratified by their constituents.

It is further understood and agreed that individual employers shall be held accountable for the timely remittances of hourly contributions rates, but shall be held harmless against any and all actions which emanate from the operation of the S.U.B. Trust Fund.

ARTICLE THIRTY-THREE - DURATION

- 33.01** This Agreement comes into force on May 7, 2001, and shall remain in full force and effect until the 30th day of April, **2003**.
- 33.02** Should either party desire changes to this Agreement they shall give notice of such desire to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to the 30th day of April, **2003**, or any subsequent anniversary date.
- 33.03** When notice to negotiate has been given by either party, this Agreement shall continue in full force and effect during any period of negotiations until termination. This Agreement shall terminate upon the following event(s):
- (i)** legal strike; or
 - (ii)** legal lockout; or
 - (iii)** the mutual agreement of the Parties.
- 33.04** If notice to negotiate is not given pursuant to this Article, then the Agreement shall remain in full force and effect yearly thereafter.

SIGNING PAGE

This Agreement Signed this ____ day of _____, 2001
in Edmonton, Alberta by and between

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

United Association of
Journeyman and Apprentices of
the Plumbing & Pipefitting
Industry of the United States
and Canada, Local Union 488,
Edmonton, AB

per _____
R. Neil Tidsbury, President

per _____
Rob Kinsey, Business Manager

United Association of
Journeyman and Apprentices of
the Plumbing & Pipefitting
Industry of the United States
and Canada, Local Union 496,
Calgary, AB

per _____
Ken Jones, Business Manager

Letter Of Understanding

By and Between

**CONSTRUCTION LABOUR RELATIONS-AN ALBERTA ASSOCIATION
MECHANICAL (PROVINCIAL) TRADE DIVISION**

and

**THE UNITED ASSOCIATION of JOURNEYMEN & APPRENTICES of the PLUMBING &
PIPEFITTING INDUSTRY of The UNITED STATES & CANADA, LOCAL UNION 496,
CALGARY ALBERTA.**

The following terms and conditions of employment respecting the new employee classification of "Probationary Apprentice" and revised terms and conditions of employment for the existing classification of "1st Year Apprentice" applicable to the Commercial Institutional discipline only shall take effect on first Monday following the date of ratification by the members of Local 496 of the complete Memorandum of Agreement. The complete Memorandum of Agreement includes by reference this letter of understanding.

This letter of understanding shall have the same expiry date, (April 30th 2003) and bridging provisions as the Registered Collective Agreement and shall be deemed to be a term of the Registered Collective Agreement.

1. Notwithstanding anything contained elsewhere in the Registration Collective Agreement (Certificate #27) the following provisions shall be applicable in the Local 496 jurisdiction only, and for the Commercial Institutional discipline only. These provisions shall apply to Probationary Apprentices, including those who become Applicants for Apprenticeship, and who subsequently become First Year Apprentices. These provisions are applicable through the 500 hour probationary period of employment (Approximately 90 days), and further through the 1500 hours (Approximately one year) inclusive of the 500 hour probationary period of employment. The minimum rate of pay for a "Probationary Apprentice" employed by the Employer for the 500 hour probationary period shall be forty percent (40%) of the Journeyman rate as per the Wage Schedule in the Collective Agreement.
2. The employer is responsible to ensure that the probationary apprentice makes application to join the union forthwith upon being hired, and providing the probationary apprentice makes application to join the union and union dues are deducted and remitted to the union an employer may engage the probationary apprentice for a period of 500 hours of employment (Approximately Ninety (90) calendar days) without payment of H&W, Pension, Education, MERF, or Supplementary Benefit Fund contributions. The employer shall begin to make full contributions to all funds with the exception of the Pension Fund beginning with the 501st hour of employment. There shall be no Pension Fund

contributions required for a further 1000 hours, or until completion of the first year of the apprenticeship program which ever first occurs. .

3. The employer agrees to fairly evaluate each probationary apprentice engaged pursuant to this provision. The evaluation shall take place during and immediately following the 500 hour probationary period, and the employer shall, within 10 days following completion of the 500 hour period, advise the following listed people in writing whether the probationary apprentice will be registered with the Apprenticeship Board, or terminated because he/she is an unsuitable candidate for the apprenticeship program. The persons to be advised are:
 - The probationary apprentice,
 - The Business Manager of the Union
 - The Mechanical (Provincial) Trade Division Representative of CLRa;
4. The probationary apprentices once indentured shall be employed in accordance with the Provisions of the Alberta Manpower Development Act, and the parties agree to observe the Provisions of said Act.
5. The terms and conditions of this letter of understanding shall not apply to those first year indentured apprentices who are currently in the employ of an employer bound by the Registered Collective Agreement.

All of which is agreed and signed this _____day of September, 2001 in the City of Calgary, Alberta

For the Trade Division

For Local Union 496

R. Neil Tidsbury
President

Ken Jones
Business Manager