Letter of Understanding

RE: Variance of Commercial Terms & Conditions

Between:

Construction Labour Relations – An Alberta Association Structural Ironworkers (Provincial) Trade Division

(the Trade Division)

-and-

The International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers Local Union 720

(the Union)

Whereas the Trade Division and the Union are parties to a Collective Agreement pursuant to registration certificate #48; and

Whereas the parties recognize that the current commercial terms and conditions contained within the said Collective Agreement require adjustments in order for contractors to regain market share and gainfully employ Ironworker tradespeople in the commercial market;

Now Therefore It Is Agreed between the Trade Division and the Union that the following terms shall be adopted to amend the Collective Agreement only as it relates to Commercial and Institutional work.

SCOPE:

The terms contained herein shall only apply to work performed on Commercial and Institutional projects. Specifically, this means all work which is not identified as Industrial Construction in Article 2.04 of the Collective Agreement. The geographical scope of this agreement applies only to the jurisdiction belonging to Local 720.

AMENDED TERMS (Applied only to Commercial & Institutional Work):

- 1. Article 16.02 shall be amended as provided in the attached Wage & Benefit Schedule.
- 2. With respect to overtime, Article 14.03 shall be amended as follows:
 - Overtime shall be paid at a rate of time and one half (1.5x), except work performed past ten (10) hours a day which shall be paid at double time (2x).
- 3. With respect to the observance of General Holidays, Article 18.01(c) shall be amended as follows:
 - General Holidays shall be observed on the day they fall. All hours worked on the General Holiday shall be considered overtime.

4. With respect to being paid <u>overtime only after working a full forty (40) hours</u> in a week, Article 14.11 (c) shall be amended as follows:

Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day or forty in a week. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten in a day or forty in a week. A worker who is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, must work the minimum normal weekly hours prior to overtime premiums being paid. Notwithstanding the above, overtime premiums shall continue to be paid for all hours worked on Sundays, and Statutory Holidays.

5. With respect to adjusting Name Hiring protocols, Article 5.01 shall be amended as follows:

The Employer shall have the right to name hire foremen and one (1) in every three (3) employees per job.

6. With respect to <u>pro-rating pension contributions for apprentices</u>, there shall continue to be zero contributions for 1st Level Apprentices and for each level thereafter (2nd, 3rd, 4th) pension contributions shall be pro-rated based on the AIT percentage of journeyman wages for each level. These contributions shall be properly reflected in the attached wages schedule.

APPLICATION:

This agreement shall be applicable to work on all commercial projects bid after September 1, 2018.

DURATION:

This agreement shall remain in effect until the ratification of a new collective agreement at the conclusion of bargaining in 2018/19.

Commercial & Institutional Project Rates Amended Wage Schedule (Local 720)

	Base							Total
	Wage	VP	HP	H&W	Pension	IMPACT	Training	Wage
Foreman (\$4.75)	43.16	2.59	1.73	1.50	5.25	0.30	0.30	54.83
Journeyperson	38.41	2.30	1.54	1.50	5.25	0.30	0.30	49.60
Generalist/4th Level (90%)	34.57	2.07	1.38	1.50	4.73	0.30	0.30	44.85
3rd Level (80%)	30.73	1.84	1.23	1.50	4.20	0.30	0.30	40.10
2nd Level (70%)	26.89	1.61	1.08	1.50	3.68	0.30	0.30	35.35
1st Level (60%) (0-1500 hrs)	23.05	1.38	0.92	1.50	0.00	0.30	0.30	27.45

Agreed, and signed this 13th day of August, 2018 on behalf of the Parties hereto:

For the Union:	For the Trade Division:
Original Signature on File	Original Signature on File