

**ALBERTA PROVINCIAL CARPENTERS
GENERAL CONSTRUCTION SECTOR
COLLECTIVE AGREEMENT**

Entered into this 1st day of May, 1999

- between -

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

(hereinafter referred to as the "Association" or
the "Trade Division" or the "Employers' Organization")

as agent for and on behalf of all employers affected by
Registration Certificate Number 51 (each of which employers
is hereinafter referred to as the "employer")

- and -

**Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to as the "Regional Council"]
on it's own behalf, and on behalf of:**

**United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary**

(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 representatives of the parties have bargained collectively
pursuant to the provisions of the Labour Relations Code, and

WHEREAS, pursuant to the terms of the said Code, the terms of a
Collective Agreement have now been agreed or ratified or
otherwise established, and

NOW THEREFORE, this Agreement confirms that the full and complete terms of the
Collective Agreement between the Parties are as follows:

PART "A": APPLICABLE ONLY TO `INDUSTRIAL WORK`
AS DEFINED IN ARTICLE 5.02 OF THIS PART

ARTICLE ONE - OBJECTS

- 1.01** The objects of this agreement are to: stabilize the construction industry; provide fair and reasonable working conditions and job security for Employees in the industry; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lock-outs; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.
- 1.02** When the phrases "this Agreement" or "this Collective Agreement" are used in this Part, they shall, as appropriate, be read as "this Part of this Collective Agreement".

ARTICLE TWO - DURATION OF AGREEMENT

- 2.01** This Agreement shall be in full force and effect from the 1st day of May, 1999 until the 30th day of April, 2001, and thereafter shall be continued, terminated, or renewed pursuant to the provisions of the said Code.

ARTICLE THREE - GEOGRAPHICAL JURISDICTION

- 3.01** It is understood by the Parties hereto that the respective Local Unions have been assigned by the United Brotherhood of Carpenters and Joiners of America the following Alberta territories:

Local 1325, Edmonton

The jurisdictional boundaries of Local Union 1325 within Alberta are: That part of Alberta north of a line one mile north of the town of Ponoka, from the Saskatchewan border to the British Columbia border.

Local 2103, Calgary

The jurisdictional boundaries of Local Union 2103 within Alberta are: That part of Alberta south of a line one mile north of the town of Ponoka, from the Saskatchewan border to the British Columbia border.

ARTICLE FOUR - SCOPE AND RECOGNITION

4.01 The scope of this Agreement as it applies to each individual Employer shall be the extent to which the Local Union, party hereto, has established a collective bargaining relationship with that Employer and the extent to which that Employer employs employees within the scope of such bargaining relationship, and the extent to which the Employer is engaged within the trade jurisdiction set out in the registration certificate held by the Employers' Organization party hereto.

It is agreed that notwithstanding the consolidation of Local 2410 (Red Deer), Local 846 (Lethbridge), and Local 1569 (Medicine Hat) into Local 2103 (Calgary), and Local 1322 (Edson) into Local 1325 (Edmonton), and whose territorial jurisdiction was defined in the 1993-1995 Collective Agreement pursuant to [then] Registration Certificate No. 26, the collective bargaining relationship with the expanded Locals 2103 and 1325 shall be in respect to those territories as were affected by collective bargaining relationships with the respective Local Unions 2410, 846, 1569, 2103, 1322, and 1325 as formerly defined in the 1993-1995 Collective Agreement.

4.02 Notwithstanding any other provisions herein, maintenance, service and repair work incidental thereto, are not included within the scope of this Agreement.

4.03 The Employer recognizes each Local Union as the exclusive bargaining agent of those employees of the Employer for whom each Local Union has established and retained or subsequently establishes and retains the right of collective bargaining, to the extent that the said employees are engaged in the territories and trade jurisdiction to which this Agreement applies.

4.04 The respective Local Unions party hereto each recognize the Employers' Organization party hereto as the exclusive representative in collective bargaining of each of those employers who is or who becomes affected by registration certificate number 51, to the extent that each of the said employers is or becomes affected by the said registration certificate.

4.05 This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Carpenters which, for the purposes of this Collective Agreement, shall coincide with the Trade Jurisdiction set out in Registration Certificate #51, and shall include but not be limited to all of those employees who are engaged in (1) forming; (2) framing; (3) sheathing; (4) hoarding; (5) temporary building; (6) installation of millwork; (7) wood walls; (8) doors and windows; (9) movable partitions; (10) scaffolding; and (11) signaling and rigging carpenters material including precast concrete and precast concrete tilt-up; and for whom the Union has the right of collective bargaining.

4.06 On projects or jobs where the existing Collective Agreement does not adequately cover working conditions a Pre-Job meeting will be held between the Employer and the Business Manager and/or Business Representative of the Union.

4.07 On certain projects where client specifications require the hiring of visible minorities a Pre-job meeting will be held between the Contractor, the Trade Division, and Union in order to accommodate the client requirements.

ARTICLE FIVE - WAGES

- 5.01** The minimum wage rate for a Carpenter engaged in "**industrial construction**" as defined below, shall be as outlined in "Schedule A". See "Schedule A" for a complete list of wages, holiday & vacation pay, and benefits.
- 5.02** Industrial construction shall mean construction work in respect of the plant process involved in, but not limited to:
- * Electrical power generation, hydro or thermal power plants
 - * Development of Mining and Smelting Properties
 - * Development of Oil Sands Properties
 - * Oil Refineries, Upgraders and all form of hydrocarbon production, extraction or processing
 - * Development of Chemical Plants
 - * Pulp, paper or timber/wood processing mills or sawmills
 - * Toxic waste disposal systems
 - * Production and processing plants for natural gas, liquid petroleum products and manufactured gases
 - * Base/Precious/Other Metal production plants or upgraders of any and all kinds
 - * Pumping stations and compressor stations, of which the capital value exceeds twenty five (25) million dollars
 - * Cement, lime and gypsum plants.

In addition, industrial work shall include such work as may reasonably be considered as Industrial Construction as is mutually agreed by a committee of four (4) members appointed by the Employers' Association and four (4) members appointed by the Union, and ratified by the Trade Division. This committee shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party.

- 5.03** All personnel designated by the Employer as Carpenter Foreman to supervise Carpenters and/or other workers and placed in charge of work shall be a journeyman member of the Union. All instructions given to Members shall be given by the Carpenter Foreman.
- 5.04** The minimum wages of a Carpenter Foreman engaged in industrial work shall be the sum of the journeyman rate for industrial work and a premium of two dollars and fifty cents (\$2.50) per hour.
- 5.05** The respective rates for the various levels of apprentices and the criteria for progressing an apprentice from one level and rate to the next shall be as specified under the Alberta Apprenticeship And Industry Training Act (or its successor regulation or statute).

ARTICLE SIX - PAYMENT CONDITIONS

6.01 Wages shall be paid by cash or cheque, plus exchange, weekly on Friday prior to pick-up time.

Employers shall be allowed one (1) calendar week's hold back. In the event that the Employer has a head office located outside of the Province of Alberta, a payroll office shall be established within the Province of Alberta or on the job site. This payroll office shall issue cheques that clear through a bank located within the Province of Alberta.

Employers wanting to differ from the above payment conditions may make special arrangements with the Union.

6.02 When an employee is laid off or discharged, all wages and vacation and statutory holiday pay, together with E.I. Record Of Employment Form, the Apprenticeship Work Record Book, and/or any other documents or records required to be returned to the employee shall, to the extent possible, be given to the employee on the date of termination. In no event shall they be given or sent to the employee any later than the working day following the time of termination.

6.03 If the employee prefers, he may arrange with his employer to pick up his pay and records at the office of the Employer no later than on the afternoon of the working day following termination of employment.

6.04 In the event of a layoff or discharge, one (1) hour notice shall be sufficient. One (1) hours pay may be given in lieu of notice. No notice is required for termination for just cause.

6.05 When an employee quits he shall give his supervisor one (1) hours notice and his pay and records will be mailed to him or given to him at the central pay office of the employer on the next regular pay day.

6.06 If the regular pay day falls on a Statutory Holiday, employees shall be paid on the preceding working day.

6.07 Employees engaged on an evening shift shall be paid on the Thursday shift.

6.08 An Employer shall at the end of each pay period provide to each Employee a separate or detachable statement with his pay cheque, this statement to show the items required.

- a. The hours worked.
- b. The amount of wages paid at a straight time rate.
- c. The amount of wages paid at an overtime rate.
- d. The amount of any bonus or living allowance paid.
- e. The amount of any vacation pay paid.
- f. The amount of general holiday pay paid.
- g. The amount of such deduction from the earnings of the Employee and the purpose of which each deduction was made.
- h. The issuing Employer's name.

6.09 Payroll Failures. Where there have been recent instances of payroll failures by an Employer affecting employees under the terms of this Agreement, the Union shall have the right to require that Employer to provide proof of financial responsibility or require that payment of wages and other payroll requirements be by cash or certified cheque paid weekly.

6.10 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 weekends 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.

No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due as stated under 6.02 or 6.05. The Employer shall mail the balance due within twenty-four (24) hours or as agreed to between the Employer and the Union.

Cheques issued pursuant to the application of Article 6.10 will be sent by registered mail, priority post, or courier.

ARTICLE SEVEN - HOURS OF WORK, SHIFTS AND OVERTIME

7.01 The following sections are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours or work per day, per week, or with respect to days in any week.

7.02 Work Week. The regular working week shall consist of forty (40) hours of employment.

7.03 (a) The regular working day shall consist of eight (8) hours of employment normally worked between 8:00 a.m. and 4:30 p.m. when a one half (1/2) hour lunch period is scheduled or between 8:00 a.m. and 5:00 p.m. when a one (1) hour lunch period is scheduled, Monday through Friday.

(b) The Employer may vary the start/quit times by up to one (1) hour at his option. Variances of greater than one (1) hour shall be mutually agreed between the Employer and the Union.

7.04 (a) Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.

(b) The shift premium for any "second" or "third" shift shall be one dollar and seventy-five cents (\$1.75) per hour.

(c) There shall be no pyramiding of premiums.

7.05 Overtime rates shall be as follows:

- (a) time and one-half (1½x) for the first two hours of overtime worked on a regular week day, being Monday through Friday inclusive,
- (b) when compressed work weeks are scheduled pursuant to Article 7.06 on a Monday through Thursday basis, time and one-half (1½x) shall apply to the first ten (10) hours worked on the Friday,
- (c) double time (2x) shall apply to all overtime hours that are not included in (a) and (b) above.

7.06 Compressed Work Week

- (a) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period unless varied by mutual consent between the Employer and the Union. Such consent will not be unreasonably withheld.
- (b) When a compressed work week is being worked and a statutory holiday falls on a regularly scheduled work day(s) off, then the following regularly scheduled work day(s) will be observed in lieu thereof unless varied by mutual consent.

7.07 A non-paid lunch break of either one-half (½) hour or one (1) hour duration will be taken half way through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

If an employee is not provided time to commence his lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, he shall be paid at the applicable overtime rate for working through his lunch period.

7.08 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 after each shift until a break of eight (8) consecutive hours occurs.

7.09 The paragraphs of Article **7.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

7.10 Provision of Meals on Unscheduled Overtime

When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a meal at no cost to the employees, for those involved. One-half (1/2)

hour at the straight time rate of pay shall be allowed for the consumption of the meal. Should an employee be requested to continue work, then an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

7.11 The parties (Trade Division, Employer & Union) understand and agree that on remote jobsites or where special conditions apply scheduling of extended work weeks/days off may be beneficial to the completion of the work and in those circumstances the parties will mutually agree to a work schedule to meet job conditions.

ARTICLE EIGHT - HOLIDAYS AND VACATIONS

8.01 (a) General Holidays shall be:

| | |
|------------------------|------------------|
| New Years Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday (August) | |

When one of these holidays falls on a Saturday or Sunday, the following regular working day shall be observed as the holiday. When Christmas falls on Saturday or Sunday, the following Monday and Tuesday shall be observed as the holidays.

(b) No work shall be performed on Labour Day except in an emergency situation.

8.02 The Employer shall pay to the Employee **for each hour worked** (not including any pay for time traveled) a vacation allowance equal to six (6%) percent of the applicable rate of pay, and a holiday pay allowance equal to four (4%) percent of the applicable rate of pay.

ARTICLE NINE - REPORTING TIME

9.01 (a) 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.

(b) 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.

(c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.

(d) 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.

(e) When an employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

- 9.02 Call-Out Pay.** Employees called out for work at other than the regular starting time shall receive a minimum of two (2) hours' pay at the employee's applicable rate.
- 9.03** Reporting time pay and/or call-out pay is in addition to travel time pay if travel time is applicable.
- 9.04** The Employer may require an employee to perform work within his jurisdiction for the two (2) hour call-out.

ARTICLE TEN - WORKING CONDITIONS

- 10.01** The Employer shall provide suitable wash-up and sanitary facilities (flush toilets wherever job conditions permit), a heated lunch room which shall not be used for storage of tools or equipment, and a lock-fast place for storage of employees' tools.
- 10.02** The Carpenter shall give his employer an up-to-date inventory of his personal tools upon his arrival on the job site. The Employer may at any time check for the correctness of such inventory.

Following a fire or break-in of the Lock-up, the Employer shall compensate the Carpenter up to \$500.00 for any real loss of his tools stored according to this clause.

- 10.03 Saw Filing.** When the Employer employs a saw filer, on site, he shall be a member of the Union. When the Employer takes Union members' saws to be filed, every effort will be made to take them to a shop where such filing is done by a member of the Union. The Local Union will supply the Employer with names and locations of such shops. A tab will be given to the member by the Employer or sawfiler when the saw(s) are left for filing, the tab to be presented upon receiving the filed saw. In the event that saw(s) are lost, the Employer will replace these with new saw(s) of equal quality.
- 10.04** Cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be supplied.
- 10.05** The tools of a member starting a new job shall be in good condition and shall be kept so on the Employer's time. One (1) hour's notice of discharge will be given by the Employer or one (1) hour's pay allowed in lieu thereof to enable him to get his tools gathered together and put in shape for the next job.

10.06 If the use of a patent miter box, power machines, power tools, laser beam level, transit, and surveyor's equipment, normally used by Carpenters are required on the job, they shall be supplied by the Employer and operated by a Carpenter Foreman, Journeyman Carpenter or Carpenter Apprentice covered by this Agreement.

10.07 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 "compressed work weeks" scheduled pursuant to Article **7.06**, 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.

Wherever practicable, the coffee breaks should be scheduled near the mid-point of each half of the shift."

10.08 Employees party to this Agreement shall work under the conditions herein set out. The Employers signatory to this Agreement shall be given preference in the supply of Union Members.

10.09 There shall be no restriction on the full use of proper tools or equipment and there shall not be any task work or piece work on projects covered by this Agreement.

10.10 It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Act and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member will be discharged because the Member insists on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the Occupational Health and Safety regulations, after being duly warned, will be sufficient cause for dismissal.

10.11 Employees who are working, or are offered the number of hours of employment provided by this Agreement by the Employer, shall not engage in their trade or other work for payment on other projects after hours.

No carpenter will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.

10.13 An Employee who is injured in the course of performing his duties while in the Employer's employment and said injury results in the employee needing medical attention, provided such need is confirmed to the Employer or later being placed on compensation, he shall be paid for that day which he was unable to continue work.

10.14 A copy of the Occupational Health and Safety Inspectors Report shall be posted at the project or jobsite lunch room(s).

ARTICLE ELEVEN - TRANSPORTATION, ACCOMMODATION AND LOCAL RESIDENTS

Throughout Article Eleven (11) wherever the phrases “centre of the cities”, “hiring hall location” are used, the city (cities) or the location(s) referred to are Medicine Hat, Lethbridge, Red Deer, Edson, Calgary, and/or Edmonton.

Effective April 30, 2000: The daily commuting zones around the former local union centres (Edson, Medicine Hat, Red Deer, and Lethbridge) will be deleted. Thereafter, for projects in and near those centres, the zones applicable to local residents, and free zones around temporary accommodation provided or paid for by the employer, shall determine applicable daily entitlements. Travel zones around Edmonton and Calgary shall determine applicable initial and return travel and transportation, and rotation entitlements. Notwithstanding the foregoing, the parties agree that for projects in the regions of the former local union centres, after the Employer has exhausted the supply of local resident members that are qualified for the subject work, the Employer may hire other qualified persons from the local resident area before being obliged to accept into employment members resident outside of the local resident area. In the event non-members are hired, the requirements in respect to timely application for union membership shall apply.

11.01 DAILY COMMUTING

The following conditions will apply on jobs within daily commuting distance of Edmonton, Calgary, or any hiring hall location, 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 centers of the cities in which Local Unions are centered (Geodetic Monument), or around any place in which employees are temporarily domiciled by the Employer, shall be established. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower.

No transportation or travel allowance shall be applicable within the free zone.

It is agreed that if a major petroleum/petro-chemical project is undertaken in the area south of Redwater but north of the free zone such project will be deemed to be included within the free zone.

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 one cents (\$0.34) 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: - A Journeyman member traveling to a project located 40 road kilometers from the edge of the free zone at 80 km per hour each way would receive the following for each day worked:

Travel Allowance:

80 km @ 80 km./ hr. = 1 hour at base rate of \$25.55 = \$25.55

Vehicle Allowance: 80 km. @ \$0.34 cents per km. = \$27.20

For a daily total of = \$52.75

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

(c) 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. 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.

(d) 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 any transportation allowance for that day.

(e) 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.

(f) 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-one cents (34¢) per kilometer traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.

(g) 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.

11.02 Initial and Return Transportation to Remote Sites

(a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under 11.01(b) would apply shall

be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall location, as applicable, as follows:

- (i) up to 200 kilometers - \$60.00 each way;
 - (ii) 200 kilometers to 300 kilometers - \$90.00 each way;
 - (iii) 300 kilometers to 375 kilometers - \$110.00 each way;
 - (iv) over 375 kilometers to 475 kilometers \$165.00 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 \$250.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.
- (b) Employees will qualify for and receive transportation allowance to the job site after being employed at the site for fifteen (15) calendar days and if the employee remains on the job until completion of thirty (30) calendar days, or until the job is completed, or until the employee is laid off, whichever occurs first, he shall be entitled to return transportation allowance.

Transportation allowance shall be paid on the first pay in respect to employment at the site, and deducted from final cheque if the employee does not qualify.

11.03 Rotational Leave (Turnarounds)

(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 Twenty-Five Dollars (\$125.00) 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.

Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.

- (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 twenty-five Dollars (\$225.00) 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.

11.04 Local Residents

(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 or subsistence, or camp accommodations, or rotational leave provisions.

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 twenty-seven dollars (\$27.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of thirteen dollars and fifty cents (\$13.50) will be paid for each day worked.

(c) Where a Camp Kitchen is established, a Local Resident Employee shall be entitled to a noon meal provided without cost to himself.

(d) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

(e) 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.

11.05 Accommodation, Room & Board

- (a) Applicable within a 475 kilometer radius of the centers of the cities in which Local Unions are located (but 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 seventy-five dollars (\$75.00) per day except for:
 - the **Hinton** region during the June through September period during which the rate will be eighty-five dollars (\$85.00);
 - the **Fort McMurray** region where the rate will be ninety dollars (\$90.00);
 - the **Peace River** and **Grande Prairie** region, where the rate will be eighty-five dollars (\$85.00);
 - the **Grand Cache** region, where the rate will be eighty dollars (\$80.00); and
 - the **Cold Lake** region, where the rate will be eighty dollars (\$80.00).
- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of the cities in which Local Unions are located (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 his Employer for each occasion the accommodation is used. Where the Employer or his 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 centers of the cities in which Local Unions are located (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
- (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 seventy-five dollars (\$75.00) per day except for:
 - the **Hinton** region during the June through September period during which the rate will be eighty-five dollars (\$85.00);
 - the **Fort McMurray** region where the rate will be ninety dollars (\$90.00);
 - the **Peace River** and **Grande Prairie** region, where the rate will be eighty-five dollars (\$85.00);
 - the **Grand Cache** region, where the rate will be eighty dollars (\$80.00); and
 - the **Cold Lake** region, where the rate will be eighty dollars (\$80.00).

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 11.05(a)(ii) or 11.05(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.

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 Articles 12.02 (b) and (c). 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. **Note:** A review of accommodation and meal costs in locations throughout Alberta was undertaken as a result of the Memorandum of Settlement which led to the execution of this Collective Agreement. That review will not be considered a “first reference” for the purposes of this paragraph.

(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.

(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.

ARTICLE TWELVE - GRIEVANCE PROCEDURE

12.01 In the event that either the Employer, Trade Division, or the Union wish to process a grievance covering the interpretation, application, operation, or an alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within twenty (20) days of the event giving rise to the grievance and proceed to step (d) below.

In the event of any dispute arising out of this Agreement between the Employer and an employee, the following procedure will be followed:

(a) An aggrieved party shall within fifteen (15) days of the alleged violation submit his complaint in writing to the Steward (or where no Steward is present, the Business Representative of the Union) who shall endeavor to settle the complaint between the employee and his immediate supervisor.

(b) If the complaint is not settled within two (2) days, (excluding Saturdays, Sundays, and holidays) it may be referred to the Project Superintendent and an official representative of the Union.

(c) If the complaint is not then settled within three (3) days (excluding Saturdays, Sundays and holidays) it shall be referred to the Management of the Employer involved and the Business Agent of the Union.

(d) If the complaint is not settled within seven (7) days (excluding Saturdays, Sundays and holidays) it shall be referred to an Arbitration Board; by mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by each of the parties and a neutral chairman appointed by the members. Each party shall bear the expense of their appointee and the expense of the chairman shall be shared equally by the parties.

(e) If either party fails to appoint a member to the Arbitration Board within ten (10) days, or if the appointed members cannot agree on a neutral chairman within fourteen (14) days of the appointment of the second member, such appointments shall be made in accordance with the Labour Relations Code.

(f) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairman.

It shall not alter, amend, or change the terms of this Agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award, the decision of the Chairman shall be the award.

(g) By mutual consent of the parties the foregoing time limits may be extended.

12.02 Alternate Grievance Procedure. As an alternative procedure to that outlined, commencing with **12.01(d)** the following procedure shall be used if mutually agreed in writing between the parties.

(a) The steps prescribed in **12.01(a)**, **(b)** and **(c)** shall apply.

(b) If the matter of complaint is not then settled within seven (7) days (excluding Saturdays, Sundays and holidays), it shall be referred to a single arbitrator who shall be selected and agreed upon by the parties.

(c) Should the parties fail to agree on the appointment of a single arbitrator within fourteen (14) days from the date of referral, the appointment shall be made by the Minister of Labour.

(d) The single arbitrator shall have the same authority as an arbitration board and shall make his decision within fourteen (14) days of his appointment.

(e) The costs of and in connection with the single arbitrator shall be borne equally by each party.

The single arbitrator shall not alter, amend or change the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

- (f) By mutual consent of the parties the foregoing time limits may be extended.

ARTICLE THIRTEEN - UNION RIGHTS

13.01 The Union may appoint one (1) Steward as spokesman on each project and he may have assistants where required. Each Steward at the time of this appointment shall be a qualified tradesman in his classification.

13.02 Job Stewards shall be recognized on all projects or jobsites and shall not be discriminated against. The Job Superintendent or Foreman shall be notified by the Union of the name or names of such Job Steward(s) and in the event of a lay-off or reduction in the work force, the Job Steward shall be one of the last three employees laid off on the project, provided the Job Steward is qualified to perform the remaining work. Before the Job Steward is terminated or transferred the Business Manager and/or Business Representative shall be notified in writing of the reasons for termination or transfer.

Time shall be given to the Job Steward to carry out Job Steward duties, but the Steward shall not abuse that privilege.

The Steward shall not be discriminated against respecting the fulfillment of his proper duties as a Steward. Without restricting the generality of the foregoing, the Steward shall not be discriminated against respecting work assignment, or the scheduling of overtime work, for which the Steward is qualified.

13.03 The Union shall have the right to post notices at the designated place on any project or jobsite. All such notices must be signed by the proper officer of the Local Union and submitted to the Management and/or Superintendent of the Company for their approval.

13.04 The Employer agrees to employ only members in good standing of the Union as long as the Union can supply Members in sufficient numbers to take care of the Employer's needs. Employees dispatched from the relevant hiring hall to projects affected by this part of this Agreement shall be in possession of a dispatch slip. If the Local Union cannot supply Members within forty-eight (48) hours after the request (excluding Saturdays, Sundays and holidays or days in lieu thereof), the Employer may obtain Carpenters elsewhere. Where possible, the Union will be notified of new Employees hired after the forty-eight (48) hours. Employees so employed shall, within fifteen (15) days after their commencement of work, apply to the Union for membership.

This clause shall also apply to Carpenter Apprentices and Carpenter Foremen.

As a hiring resource for the Employer, the Union shall maintain hiring halls (or their equivalent) in Red Deer, Medicine Hat, Lethbridge, Edson, Calgary, and Edmonton.

Effective April 30, 2000: The requirement to maintain hiring halls (or their equivalent in the former local union centres (Edson, Medicine Hat, Red Deer, and Lethbridge) will be deleted. Thereafter, notwithstanding any other provisions of this Collective Agreement, the parties agree that for projects in the regions of the former local union centres, after the Employer has exhausted the supply of local resident members that are qualified for the subject work, the Employer may hire other qualified persons from the local resident area before being obliged to accept into employment members resident outside of the local resident area. In the event non-members are hired, the requirements in respect to timely application for union membership shall apply.

- 13.05** No member covered by the terms of this Agreement shall be refused work or membership in the Union on account of age, sex, color, race or religious belief.
- 13.06** There shall be a Safety Committee on all projects and a Carpenter shall be a member of the Safety Committee where a predominate or substantial number of Carpenters are employed on the project.
- 13.07** Business Managers and/or Business Representatives shall have access to all projects or jobsites covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, Superintendent or person in charge, of his presence on the project. Nothing in this Clause shall be interpreted to restrict the right of the Employer or his Representative to temporarily refuse entry if circumstances warrant.

ARTICLE FOURTEEN - MANAGEMENT RIGHTS

- 14.01** The Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including right to select, hire, promote, transfer, or discharge any Employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling in accordance with the terms of this Agreement, except as expressly provided herein or by statute, the Employer is deemed to have retained the traditional rights of management.

ARTICLE FIFTEEN - JURISDICTIONAL DISPUTES

- 15.01** Any jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union (s), or between the Employer and the Union, in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.
- 15.02** 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.

15.03 In any event, there shall be no work stoppage over any Jurisdictional Dispute.

ARTICLE SIXTEEN - SUBCONTRACTORS

16.01 (a) In respect to work which falls within the definition of **industrial work** as set out in Article **5.02**, the Employer shall engage only those Sub-contractors who are signatory or bound by this Agreement to perform work in the classifications herein contained.

The Employer agrees to notify the Union of the name of such Sub-contractors prior to the Sub-contractor commencing work on the project.

(b) The Employer shall be responsible for the enforcement of this Article.

ARTICLE SEVENTEEN - APPRENTICES

17.01 The employment of Apprentices shall be in accordance with the regulations of the Alberta Apprenticeship And Industry Training Act and Trade Regulations.

17.02 The ratio of Apprentices to Journeyman Carpenters shall be in accordance with the provisions of the Alberta Apprenticeship And Industry Training Act and Trade Regulations.

17.03 All Carpenter Apprentices shall be employed at work which will advance their knowledge of the carpentry trade.

17.04 All Apprentices employed shall make application for apprenticeship with Alberta Career Development And Employment (or its' successor).

Pre-Apprentices

17.05 An employee, who meets the eligibility requirements for a carpentry apprenticeship, may be hired as a Pre-apprentice for a sixty day probationary period as long as there are no suitable first year Apprentices available from the Union at the time the Pre-apprentice is hired.

17.06 A Pre-apprentice must apply for membership in the Union prior to commencing employment and union dues will be deducted and remitted on his/her behalf.

17.07 A Pre-apprentice will be counted in the Journeyman Apprentice ratio.

17.08 The Employer will apply to indenture the Pre-apprentice as an Apprentice if the Pre-apprentice passes the probationary period.

- 17.09** Pre-apprentices will be paid the same rate as a first year Apprentice Carpenter. During the probationary period the Employer will not be required to remit any Health & Welfare or Pension payments on behalf of the Pre-Apprentice but Health & Welfare payments will be remitted retroactively for all hours worked by the Pre-apprentice upon passing the probationary period and being accepted as an Apprentice.

ARTICLE EIGHTEEN - HEALTH AND WELFARE FUNDS.

- 18.01** The Employer shall contribute the amount set forth in the Schedule attached hereto to the Health and Welfare Fund. The said contribution shall be remitted in respect to each and every hour an employee works within each of the respective territories.

Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from the Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted Contributions in the manners and at the times set out herein.

- 18.02** Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Health and Welfare Fund identified in this Article.
- 18.03** The Employer shall forward Contributions payable to the Health and Welfare Fund by the fifteenth (15th) day of the following month accompanied by a report of particulars that the Employee has worked, on a reporting form as approved from time to time by the Trustees.
- 18.04** The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the parties hereto.
- 18.05** The Employer by the execution of this Collective Agreement is bound to the Trust Agreement made as of the first day of August, 1975 A.D. between Local Union 1325 and those Employers signatory to a Collective Agreement, as if he has executed the Trust Agreement and accepts the status of an Employer thereunder, which said respective Trust Agreement is incorporated by reference into and becomes part of this Collective Agreement.
- 18.06** Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall

not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE NINETEEN - PENSION FUNDS

19.01 The Employer shall contribute the amount set forth in the Schedule attached hereto to the Pension Trust Fund applicable to the territory in which work is performed. The said Contribution shall be remitted in respect to each and every hour an employee works within each of the respective territories.

Such Contributions are to be made solely by the Employer and no Employer will deduct such Contributions or any portions thereof from an Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Funds, the Employer's liability to the said Funds shall be limited to remittance of the above noted Contributions in the manner and at the times set out herein.

19.02 Upon the wages of an Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Pension Fund in this Article.

19.03 The Employer shall forward Contributions payable to the respective Local Union's Pension Fund, by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees.

19.04 The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the parties hereto.

19.05 The Employer by the execution of this Collective Agreement is bound to the respective Trust Agreements made as of the first day of June, 1975 A.D. between Local Union 1325 and the first day of April, 1975 A.D. and the Alberta Provincial Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and those Employers signatory to a Collective Agreement, as if he had executed the Trust Agreement and accepts the status of an Employer thereunder.

19.06 Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

**ARTICLE TWENTY - ALBERTA TRAINING AND APPRENTICESHIP
COMPETITION FUND**

20.01 The Employer shall contribute the amount set forth in the Schedule attached hereto to the Alberta Carpenter Training And Apprenticeship Competition Fund. The said contribution shall be remitted in respect to each and every hour an employee works. Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from the Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted Contributions in the manner and at the times set out herein.

20.02 Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Local Training And Apprenticeship Committee identified in this Article and shall be forwarded by the Employer to the office hereinafter identified no later than the fifteenth (15th) day of following month.

20.03 The Employer shall forward Contributions payable to the respective Local Union's Alberta Carpenter Training And Apprenticeship Competition Fund, by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees.

20.04 The Training And Apprenticeship Committee shall have the right to take action with respect of failure of the Employer to comply with any term or condition of this Article, and shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE TWENTY-ONE - GRIEVANCE

21.01 Notwithstanding Article **12.00**, all grievances with respect to the interpretation, application, operation or alleged violation of any of the provisions of

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| Article Eighteen: | Health & Welfare |
| Article Nineteen: | Pension |
| Article Twenty: | Alberta Carpenter Training And Apprenticeship Competition Fund |

shall be determined exclusively by the following procedure.

21.02 Either the Union or the Employer may institute the grievance by giving a notice in writing stating:

- (a) Nature of the grievance.
- (b) Time, date and location of the hearing as determined by the party filing the grievance (which shall not be less than twenty (20) calendar days from the date of the mailing of the notice).

A grievance notice may combine grievances with respect to violations of one or more of Articles Eighteen, Nineteen or Twenty. The notice shall be sent by single registered mail to the address of the party grieved against which is on record with the Trustees of the respective Fund. Service of such notice by the party to whom it is sent shall be deemed to be on the twelfth (12th) day after the day of mailing.

- 21.03 A copy of the notice shall be delivered to the first arbitrator on the list hereunder who agrees to accept the appointment at the time, date and location as stipulated in the notice:

David Tettensor
William A. Weir
Alan Beatty
John Gill

- 21.04 If all of the aforesaid arbitrators are unwilling or unable to act, either party may request an appointment by the Minister of Labour of the Province of Alberta.
- 21.05 The arbitrator shall conduct the hearing and shall render a decision within fifteen (15) days of the conclusion of the hearing unless the parties to the grievance agree in writing that this time limit is to be extended.
- 21.06 The arbitrator shall have the power to proceed in the absence of the party grieved against upon proof of service of the notice by registered mail.
- 21.07 The cost of the arbitrator shall be shared equally by the Employer and the Trade Union.
- 21.08 The arbitrator's decision shall be final and binding on all parties.
- 21.09 The arbitrator shall not change, modify or alter any of the terms of this Agreement.

ARTICLE TWENTY-TWO - DELINQUENT PAYMENTS TO FUNDS

- 22.01 The parties acknowledge that non-payment by any Employer of due Contributions to the Trust Funds of Articles Eighteen, Nineteen and Twenty constitutes a serious threat to each Plan Participant as well as the Fund; therefore, the Trustees are empowered to take any action in law necessary to collect owing Contributions and to impose any remedies and damages stipulated in the Trust Agreement. All costs of such collection shall be borne by the delinquent Employers.

Each Employer or Plan Participant who becomes aware of an Employer delinquency is obligated to inform the Trustees of such breach forthwith.

22.02 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 his 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.

ARTICLE TWENTY-THREE - CARPENTERS DUES SUPPLEMENT FUND

23.01 The Employer will automatically deduct from the wages of each employee covered by the terms of this agreement, a Dues Supplement for each and every hour worked at the rate specified by the Regional Council of Carpenters.

23.02 The above is to be remitted monthly to the Regional Council on or before the fifteenth (15th) day of the month following that which payments cover, together with a list of names for whom the deductions were made on a form provided by the Carpenters Joint Contribution And Dues Fund.

ARTICLE TWENTY-FOUR - JOINT LABOUR MANAGEMENT COMMITTEE

24.01 A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest. To ensure its effectiveness the Committee shall be separate and apart from the grievance procedure.

24.02 The Joint Labour Management Committee shall consist of equal representatives of Labour and Management. The Committee shall select a Chairman and a Secretary from the Committee and such appointments shall be held for a one (1) year term.

24.03 The Joint Labour Management Committee shall meet when mutually agreed.

24.04 Both the Employers and Union will endeavour to appoint persons to the Committee who were actively involved in the last negotiations.

ARTICLE TWENTY-FIVE - PROHIBITION OF STRIKES OR LOCKOUTS

25.01 The Employer agrees that there shall be no lockout during the term of this Agreement.

The Union agrees that there be no strikes, stoppage of work, slow down or work to rule or other collective action which would stop or interfere with the Employer's operations during the term of this Agreement.

ARTICLE TWENTY-SIX - SAVING CLAUSE

26.01 It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

ARTICLE TWENTY-SEVEN - DUES ASSESSMENT

27.01 Employers' Organization Dues

In satisfaction of the Employers' obligations under section 163 of the Labour Relations Code and in satisfaction of the Employers' obligations under this collective agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to section 163 of the Code. The rate of dues levied by the Association as of the effective date of this collective agreement shall be twelve (12¢) per hour for each and every hour worked by employees of the employer that are affected by Registration Certificate #51 and by this collective agreement. In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to section 163 of the Labour Relations Code and pursuant to this article of this collective agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this collective agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

ARTICLE TWENTY-EIGHT - ENABLING

- 28.01** It is recognized that from time to time certain terms and conditions of employment for Carpenters may require alteration from those contained in this collective agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Any request to alter terms and condition of employment can be initiated by the Employer, Trade Division, or Regional Council.
- 28.02** Any modification to terms and conditions of employment will be finalized in writing by the Executive Secretary of the Regional Council, or his designate, plus a representative of the Trade Division. All enabled conditions will be available to any signatory contractor applying for enabling and bidding the work on which enabled conditions apply.
- 28.03** Where mutual agreement is not achieved such request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 28.04** The parties agree to meet at least twice per year to review the effectiveness of the enabling process, labour market conditions, and attempt to develop plans to enhance the effectiveness of the enabling process.

ARTICLE TWENTY-NINE - COMBINED REMITTANCE FOR DUES CHECK-OFF AND EMPLOYER CONTRIBUTIONS TO FUNDS

- 29.01** All monthly dues check-off payments due to the Carpenter Dues Supplement Fund [see Article 23] and employer contributions for the Health & Welfare Fund [see Article 18], Pension Fund [see Article 19], Alberta Training And Apprenticeship Competition Fund [see Article 20], shall be sent by the Employer to the Carpenters Joint Contribution And Dues Fund with payment made with one cheque along with the appropriate reporting forms.
- 29.02** When such remittances are received by the Carpenters Joint Contribution And Dues Fund with one cheque covering all check-off payments and employer contributions for a given month, they shall be deemed to held in trust by the Carpenters Joint Contribution And Dues Fund for their respective intended recipient as outlined in the articles identified above at 30.01.

Schedule of Wage Rates and Benefit Contributions**Schedule "A"
For Industrial Work
(work included within Article 5.02)**

| Effective Date | Base Wage | Hol. & V.P. | H & W | Pension | Training | Total Wage |
|-------------------------------------|------------------|------------------------|------------------|----------------|-----------------|-------------------|
| Journeyman | | | | | | |
| 01.May.99 | 25.55 | 2.55 | 1.04 | 1.55 | 0.28 | 30.97 |
| 01.Nov.99 | 25.91 | 2.59 | 1.04 | 1.85 | 0.28 | 31.67 |
| 01.May.00 | 26.91 | 2.69 | 1.04 | 2.15 | 0.28 | 33.07 |
| 01.Nov.00 | 27.11 | 2.71 | 1.04 | 2.43 | 0.28 | 33.57 |
| 4th Yr Apprentice | | | | | | |
| 01.May.99 | 23.00 | 2.30 | 1.04 | 1.55 | 0.28 | 28.17 |
| 01.Nov.99 | 23.32 | 2.33 | 1.04 | 1.85 | 0.28 | 28.82 |
| 01.May.00 | 24.22 | 2.42 | 1.04 | 2.15 | 0.28 | 30.11 |
| 01.Nov.00 | 24.40 | 2.44 | 1.04 | 2.43 | 0.28 | 30.59 |
| 3rd Yr Apprentice | | | | | | |
| 01.May.99 | 20.44 | 2.04 | 1.04 | 1.55 | 0.28 | 25.35 |
| 01.Nov.99 | 20.73 | 2.07 | 1.04 | 1.85 | 0.28 | 25.97 |
| 01.May.00 | 21.53 | 2.15 | 1.04 | 2.15 | 0.28 | 27.15 |
| 01.Nov.00 | 21.69 | 2.17 | 1.04 | 2.43 | 0.28 | 27.61 |
| 2nd Yr Apprentice | | | | | | |
| 01.May.99 | 17.89 | 1.79 | 1.04 | 1.55 | 0.28 | 22.55 |
| 01.Nov.99 | 18.14 | 1.81 | 1.04 | 1.85 | 0.28 | 23.12 |
| 01.May.00 | 18.84 | 1.88 | 1.04 | 2.15 | 0.28 | 24.19 |
| 01.Nov.00 | 18.98 | 1.90 | 1.04 | 2.43 | 0.28 | 24.63 |
| 1st Yr Apprentice | | | | | | |
| 01.May.99 | 15.33 | 1.53 | 1.04 | 1.55 | 0.28 | 19.73 |
| 01.Nov.99 | 15.55 | 1.56 | 1.04 | 1.85 | 0.28 | 20.28 |
| 01.May.00 | 16.15 | 1.62 | 1.04 | 2.15 | 0.28 | 21.24 |
| 01.Nov.00 | 16.27 | 1.63 | 1.04 | 2.43 | 0.28 | 21.65 |

PART "B": APPLICABLE ONLY TO WORK THAT IS NOT

'INDUSTRIAL WORK'

As Defined in Article 5.02 of this Part

ARTICLE ONE - OBJECTS

- 1.01** The objects of this agreement are to: stabilize the construction industry; provide fair and reasonable working conditions and job security for Employees in the industry; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lock-outs; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.
- 1.02** When the phrases "this Agreement" or "this Collective Agreement" are used in this Part, they shall, as appropriate, be read as "this Part of this Collective Agreement".

ARTICLE TWO - DURATION OF AGREEMENT

- 2.01** This Agreement shall be in full force and effect from the 1st day of May, 1999 until the 30th day of April, 2001, and thereafter shall be continued, terminated, or renewed pursuant to the provisions of the said Code.

ARTICLE THREE - GEOGRAPHICAL JURISDICTION

- 3.01** It is understood by the Parties hereto that the respective Local Unions have been assigned by the United Brotherhood of Carpenters and Joiners of America the following Alberta territories:

Local 1325, Edmonton

The jurisdictional boundaries of Local Union 1325 within Alberta are: That part of Alberta north of a line one mile north of the town of Ponoka, from the Saskatchewan border to the British Columbia border.

Local 2103, Calgary

The jurisdictional boundaries of Local Union 2103 within Alberta are: That part of Alberta south of a line one mile north of the town of Ponoka, from the Saskatchewan border to the British Columbia border.

ARTICLE FOUR - SCOPE AND RECOGNITION

4.01 The scope of this Agreement as it applies to each individual Employer shall be the extent to which the Local Union, party hereto, has established a collective bargaining relationship with that Employer and the extent to which that Employer employs employees within the scope of such bargaining relationship, and the extent to which the Employer is engaged within the trade jurisdiction set out in the registration certificate held by the Employers' Organization party hereto.

It is agreed that notwithstanding the consolidation of Local 2410 (Red Deer), Local 846 (Lethbridge), and Local 1569 (Medicine Hat) into Local 2103 (Calgary), and Local 1322 (Edson) into Local 1325 (Edmonton), and whose territorial jurisdiction was defined in the 1993-1995 Collective Agreement pursuant to [then] Registration Certificate No. 26, the collective bargaining relationship with the expanded Locals 2103 and 1325 shall be in respect to those territories as were affected by collective bargaining relationships with the respective Local Unions 2410, 846, 1569, 2103, 1322, and 1325 as formerly defined in the 1993-1995 Collective Agreement.

4.02 The Parties agree that the terms of this Agreement do 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.

4.03 Notwithstanding any other provisions herein, maintenance, service and repair work incidental thereto, are not included within the scope of this Agreement.

4.04 The Employer recognizes each Local Union as the exclusive bargaining agent of those employees of the Employer for whom each Local Union has established and retained or subsequently establishes and retains the right of collective bargaining, to the extent that the said employees are engaged in the territories and trade jurisdiction to which this Agreement applies.

4.05 The respective Local Unions party hereto each recognize the Employers' Organization party hereto as the exclusive representative in collective bargaining of each of those employers who is or who becomes affected by registration certificate number 42, to the extent that each of the said employers is or becomes affected by the said registration certificate.

4.06 This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Carpenters which, for the purposes of this Collective Agreement, shall coincide with the Trade Jurisdiction set out in Registration Certificate #51, and shall include but not be limited to all of those employees who are engaged in (1) forming; (2) framing; (3) sheathing; (4) hoarding; (5) temporary building; (6) installation of millwork; (7) wood walls; (8) doors and windows; (9) movable partitions; (10) scaffolding; and (11) signaling and rigging carpenters material including precast concrete and precast concrete tilt-up; and for whom the Union has the right of collective bargaining.

4.07 On projects or jobs where the existing Collective Agreement does not adequately cover working conditions a Pre-Job meeting will be held between the Employer and the Business Manager and/or Business Representative of the Union.

- 4.08** On certain projects where client specifications require the hiring of visible minorities a pre-job meeting will be held between the Contractor, CLR-a, and Union in order to accommodate the client requirements.

ARTICLE FIVE - WAGES

- 5.01** The minimum wage rate for a Carpenter engaged in "**non-industrial construction**" being general construction that is **not** encompassed in the definition in Article **5.02**, shall be as outlined in "Schedule B". See "Schedule B" for a complete list of wages, holiday & vacation pay, and benefits.
- 5.02** Industrial construction shall mean construction work in respect of the plant process involved in, but not limited to:
- * Electrical power generation, hydro or thermal power plants
 - * Development of Mining and Smelting Properties
 - * Development of Oil Sands Properties
 - * Oil Refineries, Upgraders and all form of hydrocarbon production, extraction or processing
 - * Development of Chemical Plants
 - * Pulp, paper or timber/wood processing mills or sawmills
 - * Toxic waste disposal systems
 - * Production and processing plants for natural gas, liquid petroleum products and manufactured gases
 - * Base/Precious/Other Metal production plants or upgraders of any and all kinds
 - * Pumping stations and compressor stations, of which the capital value exceeds twenty five (25) million dollars
 - * Cement, lime and gypsum plants.

In addition, industrial work shall include such work as may reasonably be considered as Industrial Construction as is mutually agreed by a committee of four (4) members appointed by the Employers' Association and four (4) members appointed by the Union, and ratified by the Trade Division. This committee shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party.

- 5.03** All personnel designated by the Employer as Carpenter Foreman to supervise Carpenters and/or other workers and placed in charge of work shall be a journeyman member of the Union. All instructions given to Members shall be given by the Carpenter Foreman.
- 5.04** The minimum wages of a Carpenter Foreman engaged in "non-industrial" work shall be the sum of the journeyman rate for non-industrial work and a premium of one dollar and seventy-five cents (\$1.75) per hour.
- 5.05** The respective rates for the various levels of apprentices and the criteria for progressing an apprentice from one level and rate to the next shall be as specified in Alberta Apprenticeship And Industry Training Act (or its successor regulation or statute).

ARTICLE SIX - PAYMENT CONDITIONS

- 6.01** Wages shall be paid by cash or cheque, plus exchange, weekly or every second week, on Friday prior to pick-up time.

Employers shall be allowed one (1) calendar week's hold back. In the event that the Employer has a head office located outside of the Province of Alberta, a payroll office shall be established within the Province of Alberta or on the job site. This payroll office shall issue cheques that clear through a bank located within the Province of Alberta.

Employers wanting to differ from the above payment conditions may make special arrangements with the Union.

Advance payment of four (4) days will be paid to initial hires, if requested, providing such employee has worked a minimum of five (5) days. This paragraph only applies where a calendar week hold back on a bi-weekly pay period is in effect.

- 6.02** When an employee is laid off or discharged, all wages and vacation and statutory holiday pay, together with E.I.C. separation slip, the Apprenticeship Work Record Book, and/or any other documents or records required to be returned to the employee shall, to the extent possible, be given to the employee on the date of termination. In no event shall they be given or sent to the employee any later than the working day following the time of termination.
- 6.03** If the employee prefers, he may arrange with his employer to pick up his pay and records at the office of the Employer no later than on the afternoon of the working day following termination of employment.
- 6.04** In the event of a layoff or discharge, one (1) hour notice shall be sufficient. One (1) hours pay may be given in lieu of notice. No notice is required for termination for just cause.
- 6.05** When an employee quits he shall give his supervisor one (1) hours notice and his pay and records will be mailed to him or given to him at the central pay office of the employer on the next regular pay day.
- 6.06** If the regular pay day falls on a Statutory Holiday, employees shall be paid on the preceding working day.
- 6.07** Employees engaged on an evening shift shall be paid on the Thursday shift.
- 6.08** An Employer shall at the end of each pay period provide to each Employee a separate or detachable statement with his pay cheque, this statement to show the items required.
- a.** The hours worked.
 - b.** The amount of wages paid at a straight time rate.
 - c.** The amount of wages paid at an overtime rate.
 - d.** The amount of any bonus or living allowance paid.

- e. The amount of any vacation pay paid.
- f. The amount of general holiday pay paid.
- g. The amount of such deduction from the earnings of the Employee and the purpose of which each deduction was made.
- h. The issuing Employer's name.

6.09 Payroll Failures. Where there have been recent instances of payroll failures by an Employer affecting employees under the terms of this Agreement, the Union shall have the right to require that Employer to provide proof of financial responsibility or require that payment of wages and other payroll requirements be by cash or certified cheque paid weekly.

6.10 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 weekends 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.

No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due as stated under 6.02 or 6.05. The Employer shall mail the balance due within twenty-four (24) hours or as agreed to between the Employer and the Union.

Cheques issued pursuant to the application of Article 6.10 will be sent by registered mail, priority post, or courier.

ARTICLE SEVEN - HOURS OF WORK, SHIFTS AND OVERTIME

7.01 The following sections are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours or work per day, per week, or with respect to days in any week.

7.02 Work Week. The regular working week shall consist of forty (40) hours of employment.

7.03 (a) The regular working day shall consist of eight (8) hours of employment normally worked between 8:00 a.m. and 4:30 p.m. when a one half (1/2) hour lunch period is scheduled or between 8:00 a.m. and 5:00 p.m. when a one (1) hour lunch period is scheduled, Monday through Friday.

(b) The Employer may vary the start/quit times by up to two (2) hours at his option. Variances of greater than two (2) hours shall be mutually agreed between the Employer and the Union.

- 7.04** (a) Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.
- (b) There shall be a shift premium of \$0.50/hour for a "second" shift and \$1.00/hour for a "third" shift.
- (c) There shall be no pyramiding of premiums.
- 7.05** Overtime rates shall be as follows:
- (a) time and one-half (1½x) for any overtime hours worked on a week day, being Monday through Friday inclusive.
- (b) time and one-half (1½x) for the first eight (8) hours worked on a Saturday.
- (c) time and one-half (1½x) for the first four (4) hours worked on a Sunday.
- (d) double time (2x) for overtime worked on a Saturday or Sunday outside the periods referenced in (b) and (c) above, and for hours worked on a "General Holiday" as set out in Article **8.01** hereof.
- 7.06** 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 Friday period.
- 7.07** For those employees who so elect, regular hours lost during the week due to inclement weather may be rescheduled by the Employer to be made up on Saturday at straight time rates, up to a maximum of forty (40) hours per week (reduced appropriately when a general holiday occurs during that week).
- 7.08** A non-paid lunch break of either one-half (½) hour or one (1) hour duration will be taken half way through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.
- If an employee is not provided time to commence his lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, he shall be paid at the applicable overtime rate for working through his lunch period.
- 7.09** 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 after each shift until a break of eight (8) consecutive hours occurs.
- 7.10** The paragraphs of Article **7.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.
- 7.11** **Provision of Meals on Unscheduled Overtime**
When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a meal at no cost to the employees, for those involved. One-half (1/2) hour at the

straight time rate of pay shall be allowed for the consumption of the meal. Should an employee be requested to continue work, then an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

7.12 Work In Occupied Premises

Notwithstanding the above, where conditions are such that work must be carried out on occupied premises, then the work may be done at regular straight time rates during any hours which may constitute a regular shift for that job provided only that overtime rates will apply for all hours over the weekly limits elsewhere specified.

7.13 The parties (Trade Division, Employer & Union) understand and agree that on remote jobsites or where special conditions apply scheduling of extended work weeks/days off may be beneficial to the completion of the work and in those circumstances the parties will mutually agree to a work schedule to meet job conditions.

ARTICLE EIGHT - HOLIDAYS AND VACATIONS

8.01 (a) General Holidays shall be:

- | | |
|------------------------|------------------|
| New Years Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday (August) | |

When one of these holidays falls on a Saturday or Sunday, the following regular working day shall be observed as the holiday. When Christmas falls on Saturday or Sunday, the following Monday and Tuesday shall be observed as the holidays.

(b) No work shall be performed on Labour Day except in an emergency situation.

8.02 The Employer shall pay to the employee **for each hour worked** (as defined in Article Seven hereof) a vacation allowance equal to six (6%) percent of the employee's straight time hourly rate, and a holiday pay allowance equal to four (4%) percent of the employee's straight time hourly rate.

ARTICLE NINE - REPORTING TIME

9.01 (a) 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.

(b) 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.

(c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.

(d) 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.

(e) When an employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

9.02 Call-Out Pay. Employees called out for work at other than the regular starting time shall receive a minimum of two (2) hours' pay at the employee's applicable rate.

9.03 Reporting time pay and/or call-out pay is in addition to travel time pay if travel time is applicable.

9.04 The Employer may require an employee to perform work within his jurisdiction for the two (2) hour call-out.

ARTICLE TEN - WORKING CONDITIONS

10.01 The Employer shall provide suitable wash-up and sanitary facilities (flush toilets wherever job conditions permit), a heated lunch room which shall not be used for storage of tools or equipment, and a lock-fast place for storage of employees' tools.

10.02 The Carpenter shall give his employer an up-to-date inventory of his personal tools upon his arrival on the job site. The Employer may at any time check for the correctness of such inventory.

Following a fire or break-in of the Lock-up, the Employer shall compensate the Carpenter up to \$500.00 for any real loss of his tools stored according to this clause.

10.03 Saw Filing. When the Employer employs a saw filer, on site, he shall be a member of the Union. When the Employer takes Union members' saws to be filed, every effort will be made to take them to a shop where such filing is done by a member of the Union. The Local Union will supply the Employer with names and locations of such shops. A tab will be given to the member by the Employer or sawfiler when the saw(s) are left for filing, the tab to be presented upon receiving the filed saw. In the event that saw(s) are lost, the Employer will replace these with new saw(s) of equal quality.

10.04 Cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be supplied.

10.05 The tools of a member starting a new job shall be in good condition and shall be kept so on the Employer's time. One (1) hour's notice of discharge will be given by the

Employer or one (1) hour's pay allowed in lieu thereof to enable him to get his tools gathered together and put in shape for the next job.

10.06 If the use of a patent miter box, power machines, power tools, laser beam level, transit, and surveyor's equipment, normally used by Carpenters are required on the job, they shall be supplied by the Employer and operated by a Carpenter Foreman, Journeyman Carpenter or Carpenter Apprentice covered by this Agreement.

10.07 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 "compressed work weeks" scheduled pursuant to Article **7.06**, 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.

Wherever practicable, the coffee breaks should be scheduled near the mid-point of each half of the shift."

10.08 Employees party to this Agreement shall work under the conditions herein set out. The Employers signatory to this Agreement shall be given preference in the supply of Union Members.

10.09 There shall be no restriction on the full use of proper tools or equipment and there shall not be any task work or piece work on projects covered by this Agreement.

10.10 It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Act and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member will be discharged because the Member insists on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the Occupational Health and Safety regulations, after being duly warned, will be sufficient cause for dismissal.

10.11 Employees who are working, or are offered the number of hours of employment provided by this Agreement by the Employer, shall not engage in their trade or other work for payment on other projects after hours.

10.12 No carpenter will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.

10.13 An Employee who is injured in the course of performing his duties while in the Employer's employment and said injury results in the employee needing medical attention, provided such need is confirmed to the Employer or later being placed on compensation, he shall be paid for that day which he was unable to continue work.

10.14 A copy of the Occupational Health and Safety Inspectors Report shall be posted at the project or jobsite lunch room(s).

ARTICLE ELEVEN - TRANSPORTATION, ACCOMMODATION AND LOCAL RESIDENTS

Local Residents

- 11.01** 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.
- 11.02** A Local Resident Employee shall be defined as a Union Member who has maintained his domicile within a seventy (70) kilometer radius of a jobsite, for a minimum of six (6) months.
- 11.03** A Local Resident Employee shall not be entitled to the subsistence pay, turnaround leave, and initial & return travel provisions of the Collective Agreement.
- 11.04** The above Article shall not apply to any project for which daily travel applies from any of the cities in which Local Unions are centered (i.e. Edmonton, Red Deer, Calgary, Lethbridge or Medicine Hat). **Effective April 30, 2000:** The references in this section to the former local union centres (Lethbridge, Medicine Hat, and Red Deer) shall be deleted.
- 11.05** Where a Camp Kitchen is established, a Local Resident Employee shall be entitled to a noon meal provided without cost to himself.
- 11.06** Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

Transportation and Accommodation

- 11.07** A seventy (70) kilometer free zone shall be established around the center of every city, town or village in which employees reside and around every place where accommodation is provided and/or paid for by the employer. This zone shall apply to all persons covered by this Agreement except local residents.

The following conditions shall apply to all employees except local residents, within the following radial zones:

Zone 1 Within the Free Zones as noted above, all employees shall be responsible for their own transportation to and from the work site except that where, on remote jobsites, conditions are such that private and public transportation is not available and the work area is beyond reasonable walking distance, then the Employer shall provide transportation.

Zone 2 The area lying within the next one hundred (100) kilometers beyond the boundary of the free zones established above, is Zone 2. For any jobsite situated within this area the Employer shall supply transportation to and from the work site to the place of Accommodation or established central pick-up points, or, at his option, expressed by the employer in writing, pay vehicle allowance at the rate of twenty-six cents (34¢) per kilometer from the edge of the free zone, to the job and back, to each employee who, by arrangement with

the Employer uses his own vehicle to provide transportation outside the free zone.

At the Employer's option, camp or other board and room accommodations as provided for in Zone 3, may be provided in this zone for each day worked.

Zone 3 The area lying within the next one hundred (100) kilometers beyond the boundary of Zone 2 as established above, is Zone 3. For any jobsite situated within this area, the Employer shall provide at this option for each day worked:

(i) camp accommodation which conforms with the CLRA/ABTC Camp Rules and Regulations or successor standards;

or

(ii) reasonable room and board;

or

(iii) agreed subsistence allowance.

Zone 4 The area lying within the next one hundred (100) kilometers beyond the boundary of Zone 3, is Zone 4. For any job situated within this area, the Employer shall provide at his option on the seven (7) day a week basis:

(i) camp accommodation as noted above;

or

(ii) reasonable room and board;

or

(iii) agreed subsistence allowance.

Zone 5 The area lying beyond the outer boundary of Zone 4, or areas within the above noted zones which are inaccessible by automobile, is Zone 5. On jobs within Zone 5 only, the Employer will allow a return trip to the city in which the Local Union is centered (whichever is closer) after each sixty (60) days of employment on the project and shall grant leave from work for a maximum period of five (5) calendar days. Such trips shall be paid one way upon leaving the jobsite and reimbursed for the return upon reporting the job. Rate of reimbursement shall be the equivalent train, bus or airfare only as appropriate.

On remote jobsites (i.e. those within Zone 5) and when requested by the employee due to having insufficient funds to return to point of hire, the Employer shall arrange transportation for the employee to point of hire or supply him with an advance on wages due to him.

11.08 Effect of unauthorized absence on Room and Board Entitlement.

(a) When an employee fails to report when work is available on the working day immediately preceding or following bad weather or recognized holidays other than for unavoidable causes, he shall forfeit room and board for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an employee fails to report to work on Friday when work is available, he shall forfeit room and board for Friday, Saturday and Sunday. When Sunday is not a working day and an employee fails to report to work on Monday when work is available, he shall forfeit room and board for Sunday and for Monday. An employee shall also forfeit room and board for absenteeism on any working day for other than unavoidable causes.

(b) Unavoidable cause shall be deemed any illness or injury other than caused by consumption of liquor and/or illicit drugs. The Employer may request proof of illness or injury by way of a letter from a medical doctor.

(c) In cases of illness or injury the Employer may choose to provide transportation expenses to point of hire rather than provide room and board entitlements.

(d) Where the Employer's costs are fixed (as for Camp accommodation or long term room leases) the employee shall not be back-charged for such fixed costs, but, where subsistence allowance is paid then the employee shall not be paid for days missed as detailed above.

Vehicle Allowance

11.09 Where the transportation prescribed in Articles **11.07** is not provided by the Employer to an employee employed pursuant to this Collective Agreement, the Employer shall pay to the employee a daily vehicle allowance, being the product of twice the distance in kilometers from the edge of the relevant free zone to the subject project times twenty-six cents (34¢) per kilometer.

ARTICLE TWELVE - GRIEVANCE PROCEDURE

12.01 In the event that either the Employer, Trade Division, or the Union wish to process a grievance covering the interpretation, application, operation, or an alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within twenty (20) days of the event giving rise to the grievance and proceed to step (d) below.

In the event of any dispute arising out of this Agreement between the Employer and an employee, the following procedure will be followed:

(a) An aggrieved party shall within fifteen (15) days of the alleged violation submit his complaint in writing to the Steward (or where no Steward is present, the Business Representative of the Union) who shall endeavor to settle the complaint between the employee and his immediate supervisor.

(b) If the complaint is not settled within two (2) days, (excluding Saturdays, Sundays, and holidays) it may be referred to the Project Superintendent and an official representative of the Union.

(c) If the complaint is not then settled within three (3) days (excluding Saturdays, Sundays and holidays) it shall be referred to the Management of the Employer involved and the Business Agent of the Union.

(d) If the complaint is not settled within seven (7) days (excluding Saturdays, Sundays and holidays) it shall be referred to an Arbitration Board; by mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by each of the parties and a neutral chairman appointed by the members. Each party shall bear the expense of their appointee and the expense of the chairman shall be shared equally by the parties.

(e) If either party fails to appoint a member to the Arbitration Board within ten (10) days, or if the appointed members cannot agree on a neutral chairman within fourteen (14) days of the appointment of the second member, such appointments shall be made in accordance with the Labour Relations Code.

(f) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days of the appointment of the Chairman.

It shall not alter, amend, or change the terms of this Agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award, the decision of the Chairman shall be the award.

(g) By mutual consent of the parties the foregoing time limits may be extended.

12.02 Alternate Grievance Procedure. As an alternative procedure to that outlined, commencing with **12.01(d)** the following procedure shall be used if mutually agreed in writing between the parties.

(a) The steps prescribed in **12.01(a), (b)** and (c) shall apply.

(b) If the matter of complaint is not then settled within seven (7) days (excluding Saturdays, Sundays and holidays), it shall be referred to a single arbitrator who shall be selected and agreed upon by the parties.

(c) Should the parties fail to agree on the appointment of a single arbitrator within fourteen (14) days from the date of referral, the appointment shall be made by the Minister of Labour.

(d) The single arbitrator shall have the same authority as an arbitration board and shall make his decision within fourteen (14) days of his appointment.

(e) The costs of and in connection with the single arbitrator shall be borne equally by each party.

The single arbitrator shall not alter, amend or change the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

(f) By mutual consent of the parties the foregoing time limits may be extended.

ARTICLE THIRTEEN - UNION RIGHTS

13.01 The Union may appoint one (1) Steward as spokesman on each project and he may have assistants where required. Each Steward at the time of this appointment shall be a qualified tradesman in his classification.

13.02 Job Stewards shall be recognized on all projects or jobsites and shall not be discriminated against. The Job Superintendent or Foreman shall be notified by the Union of the name or names of such Job Steward(s) and in the event of a lay-off or reduction in the work force, the Job Steward shall be one of the last three employees laid off on the project, provided the Job Steward is qualified to perform the remaining work. Before the Job Steward is terminated or transferred the Business Manager and/or Business Representative shall be notified in writing of the reasons for termination or transfer.

Time shall be given to the Job Steward to carry out Job Steward duties, but the Steward shall not abuse that privilege.

The Steward shall not be discriminated against respecting the fulfillment of his proper duties as a Steward. Without restricting the generality of the foregoing, the Steward shall not be discriminated against respecting work assignment, or the scheduling of overtime work, for which the Steward is qualified.

13.03 The Union shall have the right to post notices at the designated place on any project or jobsite. All such notices must be signed by the proper officer of the Local Union and submitted to the Management and/or Superintendent of the Company for their approval.

13.04 The Employer agrees to employ only members in good standing of the Union as long as the Union can supply Members in sufficient numbers to take care of the Employer's needs. If the Local Union cannot supply Members within forty-eight (48) hours after the request (excluding Saturdays, Sundays and holidays or days in lieu thereof), the Employer may obtain Carpenters elsewhere. Where possible, the Union will be notified of new Employees hired after the forty-eight (48) hours. Employees so employed shall, within fifteen (15) days after their commencement of work, apply to the Union for membership.

This clause shall also apply to Carpenter Apprentices and Carpenter Foremen.

As a hiring resource for the Employer, the Union shall maintain hiring halls (or their equivalent) in Red Deer, Medicine Hat, Lethbridge, Edson, Calgary, and Edmonton.

Effective April 30, 2000: The requirement to maintain hiring halls (or their equivalent in the former local union centres (Edson, Medicine Hat, Red Deer, and Lethbridge) will be deleted. Thereafter, notwithstanding any other provisions of this Collective Agreement, the parties agree that for projects in the regions of the former local union centres, after the Employer has exhausted the supply of local resident members that are qualified for the subject work, the Employer may hire other qualified persons from the local resident area before being obliged to accept into employment members resident outside of the local resident area. In the event non-members are hired, the requirements in respect to timely application for union membership shall apply.

- 13.05** No member covered by the terms of this Agreement shall be refused work or membership in the Union on account of age, sex, color, race or religious belief.
- 13.06** There shall be a Safety Committee on all projects and a Carpenter shall be a member of the Safety Committee where a predominate or substantial number of Carpenters are employed on the project.
- 13.07** Business Managers and/or Business Representatives shall have access to all projects or jobsites covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, Superintendent or person in charge, of his presence on the project. Nothing in this Clause shall be interpreted to restrict the right of the Employer or his Representative to temporarily refuse entry if circumstances warrant.

ARTICLE FOURTEEN - MANAGEMENT RIGHTS

- 14.01** The Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including right to select, hire, promote, transfer, or discharge any Employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling in accordance with the terms of this Agreement, except as expressly provided herein or by statute, the Employer is deemed to have retained the traditional rights of management.

ARTICLE FIFTEEN - JURISDICTIONAL DISPUTES

- 15.01** Any jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union (s), or between the Employer and the Union, in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.
- 15.02** 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.

15.03 In any event, there shall be no work stoppage over any Jurisdictional Dispute.

ARTICLE SIXTEEN - SUB-CONTRACTORS

16.01 The Employer will not subcontract out any Carpenters work, which is regularly and routinely performed by the Employers own forces unless such work is to a Contractor that agrees to be bound by the terms and conditions of this Agreement. Subcontractors who also do work that the Employer normally does not use its own work force to perform are not covered by this prohibition.

Notwithstanding the above, it is understood that should the Employer undertake certain Carpenters work that is normally performed by non-signatory subcontractors, then the Employer may continue to subcontract this particular work at his discretion for the duration of this collective agreement without restriction.

ARTICLE SEVENTEEN - APPRENTICES

17.01 The employment of Apprentices shall be in accordance with the regulations of the Alberta Apprenticeship And Industry Training Act and Trade Regulations.

17.02 The ratio of Apprentices to Journeyman Carpenters shall be in accordance with the provisions of the Alberta Apprenticeship And Industry Training Act and Trade Regulations.

17.03 All Carpenter Apprentices shall be employed at work which will advance their knowledge of the carpentry trade.

17.04 All Apprentices employed shall make application for apprenticeship with Alberta Career Development And Employment (or its' successor).

Pre-Apprentices

17.05 An employee, who meets the eligibility requirements for a carpentry apprenticeship, may be hired as a Pre-apprentice for a sixty day probationary period as long as there are no suitable first year Apprentices available from the Union at the time the Pre-apprentice is hired.

17.06 A Pre-apprentice must apply for membership in the Union prior to commencing employment and union dues will be deducted and remitted on his/her behalf.

17.07 A Pre-apprentice will be counted in the Journeyman : Apprentice ratio.

- 17.08** The Employer will apply to indenture the Pre-apprentice as an Apprentice if the Pre-apprentice passes the probationary period.
- 17.09** Pre-apprentices will be paid the same rate as a first year Apprentice Carpenter. During the probationary period the Employer will not be required to remit any Health & Welfare or Pension payments on behalf of the Pre-Apprentice but Health & Welfare payments will be remitted retroactively for all hours worked by the Pre-apprentice upon passing the probationary period and being accepted as an Apprentice.

ARTICLE EIGHTEEN - HEALTH AND WELFARE FUNDS.

- 18.01** The Employer shall contribute the amount set forth in the Schedule attached hereto to the Health and Welfare Fund. The said contribution shall be remitted in respect to each and every hour an employee works within each of the respective territories.

Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from the Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted Contributions in the manners and at the times set out herein.

- 18.02** Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Health and Welfare Fund identified in this Article.
- 18.03** The Employer shall forward Contributions payable to the Health and Welfare Fund by the fifteenth (15th) day of the following month accompanied by a report of particulars that the Employee has worked, on a reporting form as approved from time to time by the Trustees.
- 18.04** The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the parties hereto.
- 18.05** The Employer by the execution of this Collective Agreement is bound to the Trust Agreement made as of the first day of August, 1975 A.D. between Local Union 1325 and those Employers signatory to a Collective Agreement, as if he has executed the Trust Agreement and accepts the status of an Employer thereunder, which said respective Trust Agreement is incorporated by reference into and becomes part of this Collective Agreement.
- 18.06** Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not

in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE NINETEEN - PENSION FUNDS

19.01 The Employer shall contribute the amount set forth in the Schedule attached hereto to the Pension Trust Fund applicable to the territory in which work is performed. The said Contribution shall be remitted in respect to each and every hour an employee works within each of the respective territories.

Such Contributions are to be made solely by the Employer and no Employer will deduct such Contributions or any portions thereof from an Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Funds, the Employer's liability to the said Funds shall be limited to remittance of the above noted Contributions in the manner and at the times set out herein.

19.02 Upon the wages of an Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Pension Fund in this Article.

19.03 The Employer shall forward Contributions payable to the respective Local Union's Pension Fund, by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees.

19.04 The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the parties hereto.

19.05 The Employer by the execution of this Collective Agreement is bound to the respective Trust Agreements made as of the first day of June, 1975 A.D. between Local Union 1325 and the first day of April, 1975 A.D. and the Alberta Provincial Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and those Employers signatory to a Collective Agreement, as if he had executed the Trust Agreement and accepts the status of an Employer thereunder.

19.06 Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

**ARTICLE TWENTY - ALBERTA TRAINING AND APPRENTICESHIP
COMPETITION FUND**

20.01 The Employer shall contribute the amount set forth in the Schedule attached hereto to the Alberta Carpenter Training And Apprenticeship Competition Fund. The said contribution shall be remitted in respect to each and every hour an employee works. Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from the Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted Contributions in the manner and at the times set out herein.

20.02 Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Local Training And Apprenticeship Committee identified in this Article and shall be forwarded by the Employer to the office hereinafter identified no later than the fifteenth (15th) day of following month.

20.03 The Employer shall forward Contributions payable to the respective Local Union's Alberta Carpenter Training And Apprenticeship Competition Fund, by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees.

20.04 The Training And Apprenticeship Committee shall have the right to take action with respect of failure of the Employer to comply with any term or condition of this Article, and shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE TWENTY-ONE - GRIEVANCE

21.01 Notwithstanding Article **12.00**, all grievances with respect to the interpretation, application, operation or alleged violation of any of the provisions of

Article Eighteen: Health & Welfare

Article Nineteen: Pension

**Article Twenty: Alberta Carpenter Training And Apprenticeship
Competition Fund**

shall be determined exclusively by the following procedure.

21.02 Either the Union or the Employer may institute the grievance by giving a notice in writing stating:

- (a) Nature of the grievance.
- (b) Time, date and location of the hearing as determined by the party filing the grievance (which shall not be less than twenty (20) calendar days from the date of the mailing of the notice).

A grievance notice may combine grievances with respect to violations of one or more of Articles Seventeen, Eighteen, or Nineteen. The notice shall be sent by single registered mail to the address of the party grieved against which is on record with the Trustees of the respective Fund. Service of such notice by the party to whom it is sent shall be deemed to be on the twelfth (12th) day after the day of mailing.

- 21.03** A copy of the notice shall be delivered to the first arbitrator on the list hereunder who agrees to accept the appointment at the time, date and location as stipulated in the notice:

**David Tettensor
William A. Weir
Alan Beatty
John Gill**

- 21.04** If all of the aforesaid arbitrators are unwilling or unable to act, either party may request an appointment by the Minister of Labour of the Province of Alberta.
- 21.05** The arbitrator shall conduct the hearing and shall render a decision within fifteen (15) days of the conclusion of the hearing unless the parties to the grievance agree in writing that this time limit is to be extended.
- 21.06** The arbitrator shall have the power to proceed in the absence of the party grieved against upon proof of service of the notice by registered mail.
- 21.07** The cost of the arbitrator shall be shared equally by the Employer and the Trade Union.
- 21.08** The arbitrator's decision shall be final and binding on all parties.
- 21.09** The arbitrator shall not change, modify or alter any of the terms of this Agreement.

ARTICLE TWENTY-TWO - DELINQUENT PAYMENTS TO FUNDS

- 22.01** The parties acknowledge that non-payment by any Employer of due Contributions to the Trust Funds of Articles Seventeen, Eighteen, and Nineteen constitutes a serious threat to each Plan Participant as well as the Fund; therefore, the Trustees are empowered to take any action in law necessary to collect owing Contributions and to impose any remedies and damages stipulated in the Trust Agreement. All costs of such collection shall be borne by the delinquent Employers.

Each Employer or Plan Participant who becomes aware of an Employer delinquency is obligated to inform the Trustees of such breach forthwith.

- 22.02** 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 his 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.

ARTICLE TWENTY-THREE - CARPENTERS DUES SUPPLEMENT FUND

- 23.01** The Employer will automatically deduct from the wages of each employee covered by the terms of this agreement, a Dues Supplement for each and every hour worked at the rate specified by the Regional Council.
- 23.02** The above is to be remitted monthly to the Regional Council on or before the fifteenth (15th) day of the month following that which payments cover, together with a list of names for whom the deductions were made on a form provided by the Carpenters Joint Contribution And Dues Fund.

ARTICLE TWENTY-FOUR - JOINT LABOUR MANAGEMENT COMMITTEE

- 24.01** A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest. To ensure its effectiveness the Committee shall be separate and apart from the grievance procedure.
- 24.02** The Joint Labour Management Committee shall consist of equal representatives of Labour and Management. The Committee shall select a Chairman and a Secretary from the Committee and such appointments shall be held for a one (1) year term.
- 24.03** The Joint Labour Management Committee shall meet when mutually agreed.
- 24.04** Both the Employers and Union will endeavour to appoint persons to the Committee who were actively involved in the last negotiations.

ARTICLE TWENTY-FIVE - PROHIBITION OF STRIKES OR LOCKOUTS

25.01 The Employer agrees that there shall be no lockout during the term of this Agreement.

The Union agrees that there be no strikes, stoppage of work, slow down or work to rule or other collective action which would stop or interfere with the Employer's operations during the term of this Agreement.

ARTICLE TWENTY-SIX - SAVING CLAUSE

26.01 It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

ARTICLE TWENTY-SEVEN - DUES ASSESSMENT

27.01 Employers' Organization Dues

In satisfaction of the Employers' obligations under section 163 of the Labour Relations Code and in satisfaction of the Employers' obligations under this collective agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to section 163 of the Code. The rate of dues levied by the Association as of the effective date of this collective agreement shall be twelve (12¢) per hour for each and every hour worked by employees of the employer that are affected by Registration Certificate #51 and by this collective agreement. In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to section 163 of the Labour Relations Code and pursuant to this article of this collective agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this collective agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

ARTICLE TWENTY-EIGHT - ENABLING

28.01 It is recognized that from time to time certain terms and conditions of employment for Carpenters may require alteration from those contained in this collective agreement in order to enable the Contractor to obtain certain work or execute certain work in a

manner that is deemed to be prudent. Any request to alter terms and condition of employment can be initiated by the Employer, Trade Division, or Regional Council.

- 28.02** Any modification to terms and conditions of employment will be finalized in writing by the Executive Secretary of the Regional Council, or his designate, plus a representative of the Trade Division Trade Division. All enabled conditions will be available to any signatory contractor applying for enabling and bidding the work on which enabled conditions apply.
- 28.03** Where mutual agreement is not achieved such request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 28.04** The parties agree to meet at least twice per year to review the effectiveness of the enabling process, labour market conditions, and attempt to develop plans to enhance the effectiveness of the enabling process.

**ARTICLE TWENTY-NINE - COMBINED REMITTANCE FOR DUES
CHECK-OFF AND EMPLOYER CONTRIBUTIONS TO FUNDS**

- 29.01** All monthly dues check-off payments due to the Carpenter Dues Supplement Fund [see Article 23] and employer contributions for the Health & Welfare Fund [see Article 18], Pension Fund [see Article 19], Alberta Training And Apprenticeship Competition Fund [see Article 20], shall be sent by the Employer to the Carpenters Joint Contribution And Dues Fund with payment made with one cheque along with the appropriate reporting forms.
- 29.02** When such remittances are received by the Carpenters Joint Contribution And Dues Fund with one cheque covering all check-off payments and employer contributions for a given month, they shall be deemed to held in trust by the Carpenters Joint Contribution And Dues Fund for their respective intended recipient as outlined in the articles identified above at 30.01.

Schedule of Wage Rates and Benefit Contributions

Schedule "B"
For Commercial Work
(work not included within Art. 5.02)

| Effective Date | Base Wage | Hol. & V.P. | H & W | Pension | Training | Total Wage |
|-------------------------------------|------------------|------------------------|------------------|----------------|-----------------|-------------------|
| Journeyman | | | | | | |
| 01.May.99 | 19.74 | 1.97 | 1.04 | 1.55 | 0.28 | 24.58 |
| 01.Nov.99 | 20.09 | 2.01 | 1.04 | 1.85 | 0.28 | 25.27 |
| 01.May.00 | 20.75 | 2.08 | 1.04 | 2.15 | 0.28 | 26.30 |
| 01.Nov.00 | 20.95 | 2.10 | 1.04 | 2.43 | 0.28 | 26.80 |
| 4th Yr Apprentice | | | | | | |
| 01.May.99 | 17.77 | 1.78 | 1.04 | 1.55 | 0.28 | 22.42 |
| 01.Nov.99 | 18.08 | 1.81 | 1.04 | 1.85 | 0.28 | 23.06 |
| 01.May.00 | 18.68 | 1.87 | 1.04 | 2.15 | 0.28 | 24.02 |
| 01.Nov.00 | 18.86 | 1.89 | 1.04 | 2.43 | 0.28 | 24.50 |
| 3rd Yr Apprentice | | | | | | |
| 01.May.99 | 15.79 | 1.58 | 1.04 | 1.55 | 0.28 | 20.24 |
| 01.Nov.99 | 16.07 | 1.61 | 1.04 | 1.85 | 0.28 | 20.85 |
| 01.May.00 | 16.60 | 1.66 | 1.04 | 2.15 | 0.28 | 21.73 |
| 01.Nov.00 | 16.76 | 1.68 | 1.04 | 2.43 | 0.28 | 22.19 |
| 2nd Yr Apprentice | | | | | | |
| 01.May.99 | 13.82 | 1.38 | 1.04 | 1.55 | 0.28 | 18.07 |
| 01.Nov.99 | 14.06 | 1.41 | 1.04 | 1.85 | 0.28 | 18.64 |
| 01.May.00 | 14.53 | 1.45 | 1.04 | 2.15 | 0.28 | 19.45 |
| 01.Nov.00 | 14.67 | 1.47 | 1.04 | 2.43 | 0.28 | 19.89 |
| 1st Yr Apprentice | | | | | | |
| 01.May.99 | 11.84 | 1.18 | 1.04 | 1.55 | 0.28 | 15.89 |
| 01.Nov.99 | 12.05 | 1.21 | 1.04 | 1.85 | 0.28 | 16.43 |
| 01.May.00 | 12.45 | 1.25 | 1.04 | 2.15 | 0.28 | 17.17 |
| 01.Nov.00 | 12.57 | 1.26 | 1.04 | 2.43 | 0.28 | 17.58 |

SIGNING PAGE

Signed this ____ day of _____, 1999, by and between:

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

**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**

R. Neil Tidsbury
President

Elmer Pruss
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**

Brad Bulloch
President

**Alberta and Northwest Territories
(district of MacKenzie) Regional
Council of Carpenters and Allied
Trades**

Martyn Piper
Executive Secretary Treasurer

JOB TARGETING APPENDIX

**of the
Collective Agreement
entered into by and between**

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

and

**Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to as the "Regional Council"]
on it's own behalf, and on behalf of:**

**United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary**

pursuant to Registration Certificate Number 51

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 1999 to April 30, 2001 as set out in the said Collective Agreement, and

Whereas the Parties hereto understand that certain of the provisions of the said Collective Agreement may not be appropriate in the competition for certain projects, and

Whereas the Parties are jointly committed to the enhancement and retention of the share of the market performed by employers and employees who are bound by the said Collective Agreement,

Now Therefore It Is Agreed As Follows:

- 1 Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Coordinating Committee of registered employers' organizations and of the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.

- 2 This Job Targeting Appendix shall remain in effect until terminated on sixty (60) days notice by either party or until April 30, 2001, whichever is the earlier. It is further understood that the parties shall meet periodically to review the application and operation of this Job Targeting Appendix and may amend the terms or operation of this Appendix at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Appendix, where there has been agreement upon special terms and conditions of employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.

This Job Targeting Appendix shall be attached to and part of the Collective Agreement entered into between the Parties pursuant to registration certificate number 51.

Signed this ____day of _____, 1999, by and between:

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

**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**

R. Neil Tidsbury
President

Elmer Pruss
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**

Brad Bulloch
President

**Alberta and Northwest Territories
(district of MacKenzie) Regional
Council of Carpenters and Allied
Trades**

Martyn A. Piper
Executive Secretary Treasurer

Letter of Understanding
by and between
Construction Labour Relations - An Alberta Association
Carpenters (Provincial) Trade Division
(the "Association")

and

Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers

[hereinafter referred to as the "Regional Council"]

on it's own behalf, and on behalf of:

United Brotherhood Of Carpenters And Joiners Of America,

Local # 1325, Edmonton

and

Local # 2103, Calgary

(each of which unions is hereinafter referred to as
the "Union" or the "Local Union")

United

(the "Union")

Re: Province Wide Dispatch System Requirements

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 1999 to April 30, 2001 as set out in the said Collective Agreement, and

Whereas, the Parties mutually desire to implement and enhance the efficiency of a province-wide dispatch system, and

Whereas the Parties have agreed that it is necessary for the functioning and efficiency of the dispatch system that the Dispatcher and the relevant steward receive timely information respecting reporting for employment and termination of employment,

Now Therefore It Is Agreed between the Parties hereto that:

- 1 The Employer shall notify the person designated by the Union as the "Dispatcher", and the relevant Steward, of the name of each employee who has voluntarily terminated employment (quit), each employee who has been laid off, and each employee whose employment has been terminated by the Employer. Such notification shall be given as soon as practicably possible after the respective quit, lay off, or termination. Failure to provide such notification in a timely fashion will not affect or negate the severance of employment.

- 2 The Employer shall give to the Steward a copy of any dispatch slips for employees hired by the Employer.
- 3 In each case (notification of termination of employment, and copy of the dispatch slip), the Parties shall devise efficient and convenient ways of carrying out the requirements.
- 4 This Letter of Understanding shall be reviewed after April 30th, 2000, and shall be amended and/or continued by mutual agreement, or terminated by either or both Parties in the event it is deemed to be ineffective or otherwise unsatisfactory.
- 5 This Letter of Understanding shall be attached to and part of the Collective Agreement between the parties hereto.

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

**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**

R. Neil Tidsbury
President

Elmer Pruss
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**

Brad Bulloch
President

**Alberta and Northwest Territories
(district of MacKenzie) Regional
Council of Carpenters and Allied
Trades**

Martyn A. Piper
Executive Secretary Treasurer

COLLECTIVE AGREEMENT

ALBERTA PROVINCIAL CARPENTERS GENERAL CONSTRUCTION SECTOR COLLECTIVE AGREEMENT

by and between

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

- and -

**Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to as the "Regional Council"]
on it's own behalf, and on behalf of:**

**United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary**

May 1, 1999 to April 30th, 2001

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PART "A" - APPLICABLE TO "INDUSTRIAL WORK"

Schedule of Wage Rates and Benefit Contributions

**Schedule "A"
For Industrial Work
(work included within Article 5.02)**

| Effective Date | Base Wage | Hol. & V.P. | H & W | Pension | Training | Total Wage |
|-------------------------------------|------------------|------------------------|------------------|----------------|-----------------|-------------------|
| Journeyman | | | | | | |
| 01.May.99 | 25.55 | 2.55 | 1.04 | 1.55 | 0.28 | 30.97 |
| 01.Nov.99 | 25.91 | 2.59 | 1.04 | 1.85 | 0.28 | 31.67 |
| 01.May.00 | 26.91 | 2.69 | 1.04 | 2.15 | 0.28 | 33.07 |
| 01.Nov.00 | 27.11 | 2.71 | 1.04 | 2.43 | 0.28 | 33.57 |
| 4th Yr Apprentice | | | | | | |
| 01.May.99 | 23.00 | 2.30 | 1.04 | 1.55 | 0.28 | 28.17 |
| 01.Nov.99 | 23.32 | 2.33 | 1.04 | 1.85 | 0.28 | 28.82 |
| 01.May.00 | 24.22 | 2.42 | 1.04 | 2.15 | 0.28 | 30.11 |
| 01.Nov.00 | 24.40 | 2.44 | 1.04 | 2.43 | 0.28 | 30.59 |
| 3rd Yr Apprentice | | | | | | |
| 01.May.99 | 20.44 | 2.04 | 1.04 | 1.55 | 0.28 | 25.35 |
| 01.Nov.99 | 20.73 | 2.07 | 1.04 | 1.85 | 0.28 | 25.97 |
| 01.May.00 | 21.53 | 2.15 | 1.04 | 2.15 | 0.28 | 27.15 |
| 01.Nov.00 | 21.69 | 2.17 | 1.04 | 2.43 | 0.28 | 27.61 |
| 2nd Yr Apprentice | | | | | | |
| 01.May.99 | 17.89 | 1.79 | 1.04 | 1.55 | 0.28 | 22.55 |
| 01.Nov.99 | 18.14 | 1.81 | 1.04 | 1.85 | 0.28 | 23.12 |
| 01.May.00 | 18.84 | 1.88 | 1.04 | 2.15 | 0.28 | 24.19 |
| 01.Nov.00 | 18.98 | 1.90 | 1.04 | 2.43 | 0.28 | 24.63 |
| 1st Yr Apprentice | | | | | | |
| 01.May.99 | 15.33 | 1.53 | 1.04 | 1.55 | 0.28 | 19.73 |
| 01.Nov.99 | 15.55 | 1.56 | 1.04 | 1.85 | 0.28 | 20.28 |
| 01.May.00 | 16.15 | 1.62 | 1.04 | 2.15 | 0.28 | 21.24 |
| 01.Nov.00 | 16.27 | 1.63 | 1.04 | 2.43 | 0.28 | 21.65 |

Schedule of Wage Rates and Benefit Contributions

Schedule "B"
For Commercial Work
(work not included within Art. 5.02)

| Effective Date | Base Wage | Hol. & V.P. | H & W | Pension | Training | Total Wage |
|-------------------------------------|------------------|------------------------|------------------|----------------|-----------------|-------------------|
| Journeyman | | | | | | |
| 01.May.99 | 19.74 | 1.97 | 1.04 | 1.55 | 0.28 | 24.58 |
| 01.Nov.99 | 20.09 | 2.01 | 1.04 | 1.85 | 0.28 | 25.27 |
| 01.May.00 | 20.75 | 2.08 | 1.04 | 2.15 | 0.28 | 26.30 |
| 01.Nov.00 | 20.95 | 2.10 | 1.04 | 2.43 | 0.28 | 26.80 |
| 4th Yr Apprentice | | | | | | |
| 01.May.99 | 17.77 | 1.78 | 1.04 | 1.55 | 0.28 | 22.42 |
| 01.Nov.99 | 18.08 | 1.81 | 1.04 | 1.85 | 0.28 | 23.06 |
| 01.May.00 | 18.68 | 1.87 | 1.04 | 2.15 | 0.28 | 24.02 |
| 01.Nov.00 | 18.86 | 1.89 | 1.04 | 2.43 | 0.28 | 24.50 |
| 3rd Yr Apprentice | | | | | | |
| 01.May.99 | 15.79 | 1.58 | 1.04 | 1.55 | 0.28 | 20.24 |
| 01.Nov.99 | 16.07 | 1.61 | 1.04 | 1.85 | 0.28 | 20.85 |
| 01.May.00 | 16.60 | 1.66 | 1.04 | 2.15 | 0.28 | 21.73 |
| 01.Nov.00 | 16.76 | 1.68 | 1.04 | 2.43 | 0.28 | 22.19 |
| 2nd Yr Apprentice | | | | | | |
| 01.May.99 | 13.82 | 1.38 | 1.04 | 1.55 | 0.28 | 18.07 |
| 01.Nov.99 | 14.06 | 1.41 | 1.04 | 1.85 | 0.28 | 18.64 |
| 01.May.00 | 14.53 | 1.45 | 1.04 | 2.15 | 0.28 | 19.45 |
| 01.Nov.00 | 14.67 | 1.47 | 1.04 | 2.43 | 0.28 | 19.89 |
| 1st Yr Apprentice | | | | | | |
| 01.May.99 | 11.84 | 1.18 | 1.04 | 1.55 | 0.28 | 15.89 |
| 01.Nov.99 | 12.05 | 1.21 | 1.04 | 1.85 | 0.28 | 16.43 |
| 01.May.00 | 12.45 | 1.25 | 1.04 | 2.15 | 0.28 | 17.17 |
| 01.Nov.00 | 12.57 | 1.26 | 1.04 | 2.43 | 0.28 | 17.58 |