Joint Letter of Interpretation By and Between The Boilermakers Contractors' Association [the "REO"] And



International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146 [the "Union"]

Background

- The REO and the Union have entered into a Collective Agreement pursuant to 1 Registration Certificate. No 7.
- Article 19.01, which is similar in many construction collective agreements, 2 provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 19.05 for rotation.
- Some crews and some sites are or will be providing air and ground transportation 3 prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the 4 provisions of Article 19.01 and 19.05 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 19.01(c), except in circumstances analogous to those set out in Article 19.01(c)(i.1), and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 19.05 for rotation.
- It is further agreed that, where an employee has received payments in accordance 5 with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 19.01(c)(i.1) shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

Construction Labour Relations – Carpenters (Provincial) Trade Division [the "REO"]

And

Alberta And Northwest Territories (District Of Mackenzie Regional Council Of Carpenters And Allied Workers, Local Unions 1325 and 2103

[the "Group of Unions"]

Background

- The REO and the Group of Unions have entered into a Collective Agreement pursuant to Registration Certificate No. 51.
- Article 11.02, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 11.03 for rotation.
- 3 Some crews and some sites are or will be provided air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Articles 11.02 and 11.03 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 11.02, except in circumstances analogous to those set out in Article 11.02, and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 11.03 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Articles 11.02 and 11.03 shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

Construction Labour Relations – Cement Masons (Provincial) Trade Division [the "REO"]

And

Operative Plasterers and Cement Masons
International Association of the United States and Canada, Local Union 222
[the "Union"]

Background

- The REO and the Union have entered into a Collective Agreement pursuant to Registration Certificate No. 43.
- Article 15.02, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 15.03 for rotation.
- 3 Some crews and some sites are or will be providing air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Article 15.02 and 15.03 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 15.02(a), except in circumstances analogous to those set out in Article 15.02(b)(vi), and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 15.03 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 15.02(b)(ii) shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

REO / Manney

Union What Whisself



Joint Letter of Interpretation By and Between Electrical Contractors Association of Alberta [the "REO"] And

Local Union 424 of the International Brotherhood of Electrical Workers [the "Union"]

Background

- The REO and the Union have entered into a Collective Agreement pursuant to Registration Certificate No. 52.
- Article 8.04, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments as set out in Article 8.02, nor payments as set out in Article 8.03 for rotation.
- Some crews and some sites are or will be providing air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Article 8.02, 8.03 and 8.04 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 8.02, except in circumstances analogous to those set out in Article 8.04, and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 8.03 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 8.04 shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

NOV 07 2000

Union

Ver 15/06

Construction Labour Relations – Insulators (Provincial) Trade Division [the "REO"]

And

The International Association of Heat and Frost Insulators and Asbestos Workers
Local Union No. 110
[the "Union"]

Background

- The REO and the Union have entered into a Collective Agreement pursuant to Registration Certificate No. 9.
- Article 10.02, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 10.03 for rotation.
- 3 Some crews and some sites are or will be provided air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Articles 10.02 and 10.03 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 10.02(a), except in circumstances analogous to those set out in Article 10.02(b)(vi), and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 10.03 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 10.02(b)(ii) shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

Bill A.D.

Construction Labour Relations – Structural Ironworkers (Provincial) Trade Division [the "REO"]

And

The International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, Local Unions 720 and 725

[the "Group of Unions"]

Background

- The REO and the Group of Unions have entered into a Collective Agreement pursuant to Registration Certificate No. 48.
- Article 23.02, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 23.03 for rotation.
- 3 Some crews and some sites are or will be providing air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Article 23.02 and 23.03 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 23.02(a), except in circumstances analogous to those set out in Article 23.02(b)(vi), and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 23.03 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 23.02(b)(ii) shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

REO PARINARY

Construction Labour Relations – Labourers (Provincial) Trade Division [the "REO"]

And

The Construction and General Workers' Local 92 and The Construction and Specialized Workers' Union Local 1111 [the "Group of Unions"]

Background

- The REO and the Group of Unions have entered into a Collective Agreement pursuant to Registration Certificate No. 57.
- Article 11.05, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 11.06 for rotation.
- 3 Some crews and some sites are or will be providing air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Article 11.05 and 11.06 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 11.05(a), except in circumstances analogous to those set out in Article 11.05(a.2), and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 11.06 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 11.05(a.2) shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

REO / Malaney

Construction Labour Relations – Millwrights (Provincial) Trade Division [the "REO"]

And

The Millwrights, Machinery Erectors and Maintenance Union 1460 Of the United Brotherhood of Carpenters and Joiners of America [the "Union"]

Background

- The REO and the Union have entered into a Collective Agreement pursuant to Registration Certificate No. 49.
- Article 12.02, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 12.03 for rotation.
- 3 Some crews and some sites are or will be providing air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Article 12.02 and 12.03 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 12.02(a), except in circumstances analogous to those set out in Article 12.02(b)(vi), and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 12.03 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 12.02(b)(ii) shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

Construction Labour Relations – Operating Engineers (Provincial) Trade Division [the "REO"]

And

International Union of Operating Engineers, Local 955 [the "Union"]

Background

- The REO and the Union have entered into a Collective Agreement pursuant to Registration Certificate No. 24.
- Article 10.07, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 10.083 for rotation.
- 3 Some crews and some sites are or will be providing air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Article 10.07 and 10.08 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 10.07(a), except in circumstances analogous to those set out in Article 10.07(c), and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 10.08 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 10.07(c) shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

To Me houry

Construction Labour Relations – Mechanical (Provincial) Trade Division [the "REO"]

And

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Unions 488 and 496 [the "Group of Unions"]

Background

- The REO and the Group of Unions have entered into a Collective Agreement pursuant to Registration Certificate No. 27.
- Article 29.06, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 29.07 for rotation.
- 3 Some crews and some sites are or will be providing air and ground transportation prior to and immediately after shift cycles.

Interpretation

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Article 29.06 and 29.07 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 29.06(a), except in circumstances analogous to those set out in Article 29.06(b)(vi), and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 29.07 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 29.06(b)(ii) shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

The Stering

Construction Labour Relations – Sheet Metal (Provincial) Trade Division [the "REO"]

And

The Sheet Metal Workers' International Association, Local Union No. 8 [the "Union"]

Background

- The REO and the Union have entered into a Collective Agreement pursuant to Registration Certificate No. 18.
- Article 11.05, which is similar in many construction collective agreements, provides, in part, that when transportation is provided to an employee by way of weekly bussing, that employee is not entitled to initial or return transportation payments, nor payments as set out in Article 11.06 for rotation.
- 3 Some crews and some sites are or will be provided air and ground transportation prior to and immediately after shift cycles.

<u>Interpretation</u>

- It is agreed, on behalf of the Parties and those represented by each, that the provisions of Articles 11.05 and 11.06 shall be interpreted and applied, such that where the employee is provided air and ground transportation prior to and immediately following a shift cycle, whether that shift cycle spans one, two, or three regular work weeks, the employee shall not be entitled to initial or return transportation payments as set out in Article 11.05, except in circumstances analogous to those set out in Article 11.05, and for the limited purpose of those analogous circumstances, nor shall the employee be entitled to payments as set out in Article 11.06 for rotation.
- It is further agreed that, where an employee has received payments in accordance with the collective agreement, and for whom air and ground transportation is subsequently applied, Article 11.05 shall be interpreted such that the employee will not be required to return payments properly received prior to that time.

Agreed and Signed on behalf of the:

REO Melann