

STRUCTURAL IRONWORKERS

COLLECTIVE AGREEMENT

FOR THE PROVINCE OF ALBERTA

between

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

Pursuant to Registration Certificate #48

and

**The International Association Of Bridge, Structural
Ornamental, And Reinforcing Ironworkers
Local Unions #720 And #725**

Effective May 1, 2015 to April 30, 2019

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**PROVINCIAL
STRUCTURAL IRONWORKERS COLLECTIVE AGREEMENT**

May 1, 2015 to April 30, 2019

- Between -

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION:

Ironworkers - Structural (Provincial) Trade Division

(hereinafter referred to as the "Association")

on behalf of and as agent for all employers who employ
members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 48 (General Construction Structural
Ironworkers)

(hereinafter referred to as the "Employers")

Party of the First Part

and

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRONWORKERS**

**Local Union #720 Edmonton, Alberta
Local Union #725 Calgary, Alberta**

An Association of employees, affiliated with the A.F.L.- C.I.O.

(hereinafter referred to as the "Union(s)")

Party of the Second Part

WHEREAS, the Registered Employers' Organizations that are parties hereto were parties to a Collective Agreement with the Unions that are parties hereto, which Collective Agreement expired on April 30, 2015, and

WHEREAS, the parties hereto have bargained collectively and have reached agreement respecting the provisions to be included within the Collective Agreement pursuant to the Labour Relations Code,

NOW THEREFORE the Parties hereto agree as follows:

1. For each Employer affected by the registration certificate held by the Registered Employers' Organization that is a Party hereto, the terms and conditions of employment that are appended hereto shall have application to that work, and only to that work, that is described as being the scope for application of the said terms; and
2. From the effective date of this Collective Agreement until a lawful strike or lockout is permitted by the Labour Relations Code in respect of collective bargaining that may take place towards the renewal of this collective agreement, none of the parties hereto, nor persons bound hereby, shall consent to, authorize, cause, or threaten to cause, or engage in any strike or lockout in respect of any work affected by the operation of the registration certificate held by the Employers' Organization that is a Party hereto.

ARTICLE ONE - PURPOSE

- 1.01** The purpose of this Agreement is to promote harmony between the parties; to facilitate the peaceful adjustment of all disputes and grievances; and to prevent strikes, lockouts and any unnecessary expense or delay in the work involved.

ARTICLE TWO - SCOPE

- 2.01** The geographical scope of this Agreement, as it applies to each individual employer, shall be that established by voluntary recognition or certification as it applies to each of the employers within the Province of Alberta.

It is understood and agreed that this Agreement shall cover and be applicable throughout the Province of Alberta. The geographical jurisdiction of Local 725 is that portion of the Province of Alberta south of a line drawn through the towns of Nordegg and Consort, Alberta; the balance of the geographical jurisdiction is that belonging to Local 720.

- 2.02** The Employer recognizes the Union(s) as the sole exclusive bargaining agent(s) for all field employees employed within the scope and geographical jurisdiction of this agreement.

This agreement applies to all hourly rated field employees employed by the Employers in the Province of Alberta. This does not apply to any field office staff, engineers, clerical workers or to any person above the rank of General Foreman nor to any persons acting on behalf of the Employers in a confidential capacity.

- 2.03**
- (a)** The Union recognizes the Registered Employers' Organization as the sole and exclusive bargaining representative of all Employers bound by this Agreement for all work that falls within the scope of this Collective Agreement pursuant to Registration Certificate number 48 in the General Construction Sector
 - (b)** The Parties to this Agreement recognize that they have worked together to develop and finance training programs, pension plans, health and welfare plans, and other programs and benefits that support the professional development and health and wellbeing of the membership of Local 720 and 725 which constitutes the workforce resource for contractors bound to this Agreement. In consideration for this considerable financial support of their membership the Union agrees that, on work coming within the scope of this Agreement, to work only for and supply workers only to Employers who are bound by and to the terms and conditions as contained in this Agreement. Exceptions to this will only be allowed where workers are working under permit through another Building Trades affiliated union, when working on work excluded from Registration 48 by Division 8 of the Labour Code or in such other circumstances agreed to in advance by the Parties to this Agreement.

- (c) All workers dispatched by the Union for work within the scope of this Agreement in the General Construction Sector must work under the terms of this Collective Agreement unless varied pursuant to a Special Needs Agreement or by mutual consent of the Parties to this Agreement.

2.04 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 forms 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 greater than \$25 million in construction value
- 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 two (2) members appointed by the Employers Association and two (2) 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.

2.05 Employers covered by this Agreement, recognize the work jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers as set out under Trade Jurisdiction Appendix "A" of this Agreement.

2.06 The Employer agrees that only journeyman and apprentice Ironworkers shall be employed on any work described in this Article and Appendix "A".

2.07 The Employer agrees that he will not sub-contract work within the scope of this Agreement to a contractor that does not agree to honor the terms and conditions of this agreement.

2.08 It is agreed that this Agreement shall supersede any other Agreement that has been entered into by and between any of the parties hereto which embraces any of the work defined above, which is dated prior to the signing of this Agreement.

- 2.09**
- (a) Workers dispatched by the Union shall be in possession of OSSA certified site orientation training, CSTS certification, OSSA certified fall arrest training, and aerial work platform training, and any other training as may be mutually agreed by the Parties to this agreement. Workers dispatched as welders shall have an up to date CWB welding certification. Workers hired as Foremen will, at the employer's discretion, have completed the Better SuperVIsion training program and, if preferred by the contractor's client, have acquired the Industrial Construction Crew Supervisor qualification. Tool Crib and Safety Officer Training will also be supported when required by the employer. Workers will be paid at their regular straight time rate of pay for time spent training to renew qualifications required for the work they are performing for their employer, providing those qualifications expire more than 60 days after the start of their employment. Workers with less than 60 days remaining on their ticket should get re-certified prior to dispatch if possible.
 - (b) The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation to the Employer or any other method that will achieve this objective.

- 2.10**
- The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices who will join the union.

It is intended that RAP students will work under and be paid in accordance with the Guidelines for Employment developed and amended from time to time by the Trustees of the Alberta Unionized Continuing Education Trust Fund. The provisions of this Collective Agreement, with the exception of this clause, will not apply to the employment of RAP students.

ARTICLE THREE - JURISDICTIONAL DISPUTES

- 3.01**
- Any jurisdictional dispute between the Union and any other Building and Construction Trades Union or between the Employer and the Union that involves any work undertaken by the Employer shall be settled in accordance with the Procedural Rules stipulated in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

ARTICLE FOUR - NO STRIKES OR LOCKOUTS

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

The Union agrees that there be no strike, 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.

The Employer and the Union agree that they will not discriminate against any employee who may or may not cross a picket line where a legal strike exists.

ARTICLE FIVE - UNION SECURITY

5.01 For those classifications described in Article 2.02 of this Agreement, the Employer agrees to employ only members in good standing of the International Association of Bridge, Structural and Ornamental and Reinforcing Ironworkers, through the business offices of Locals 720 and 725, as long as the Unions can supply workers in sufficient numbers to take care of the Employer's needs. The Employer shall have the right to name hire foremen and up to twenty-five percent of the remaining employees taken from the applicable union "out of work list." If the Unions cannot supply journeymen and apprentices within twenty-four (24) hours in the city of Edmonton and Calgary; forty-eight (48) hours beyond a one hundred kilometer radius of the cities of Edmonton and Calgary (exclusive of Saturdays, Sundays, and holidays) the Employer may hire workers elsewhere and such a hire will not be considered a name hire. In such case, the employees so hired shall, as a condition of maintaining their employment, make application to become members of the Union within 15 days of their employment? .

5.02 It shall be the responsibility of the Union to determine when a member is in good standing.

5.03 As a condition of continued employment, the employee shall maintain good standing in and with the Union. Failure to comply with the above requirements shall result in the Employer terminating each delinquent employee.

5.04 The Union agrees that in the event any employee is terminated at the request of the Union for reasons set out in clause 5.03, the Union shall replace such person with a person acceptable to the employer on the job at no cost to the Employer.

5.05 All Journeymen and Apprentices will submit a work order or dispatch slip signed by the Business Agent or the Business Agent's representative, to the Employer or the Employer's representative before commencing employment, unless circumstances require the order or slip to be mailed or faxed at the request of the Employer. A dispatch slip will be issued by the Union to persons hired in accordance with this Collective Agreement. (probationary members or travel card members must sign the dispatch slip).

5.06 Workers on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third. Should the Employer wish to reduce the number of employees employed on any job, the Foreman shall notify the Job Steward and the employees shall be laid off in the following sequence providing the remaining employees are qualified to perform the remaining work:

- (i) Probationary members
- (ii) Travel Card Members from outside Alberta.
- (iii) Travel Card Members from inside Alberta.
- (iv) Members of the Local Union in whose jurisdiction the work falls.

Probationary Members or Travel Card members from outside Alberta, may be transferred to another project with the permission of the Union. Permission is not required to transfer travel card or permit members from one in-town commercial project to another one.

5.07 Upon at least five (5) days prior telephone notification, following up by letter, to the Business Agent of the Local Union in whose territory a project is situated, an employer shall be permitted to assign up to four (4) Ironworkers, inclusive of General Foremen and/or foremen, from the territorial jurisdiction of one local Union to the other, provided such employees are members of their Local Union and not probationary members and have been in the employ of the employer for a period of at least thirty (30) calendar days prior to assignment. Prior to commencing work, the employer shall employ one (1) Ironworker from the Local Union holding the territorial jurisdiction, who shall act as the Job Steward. The assigned Ironworkers must report to the Local Union office, prior to commencing work. All additional Ironworkers shall be hired from the Local Union holding the territorial jurisdiction.

5.08 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the 'Declaration of Support for the Reserve Force' signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.

ARTICLE SIX - DUES CHECK-OFF

- 6.01** The Employer agrees to deduct and remit all Union dues, fees, and assessments authorized by the employee in writing, and shall deduct from the first pay period of each month such sums for monthly dues, fees, and assessments as may be notified officially in writing by the Local Union. Such deductions shall be forwarded to the Financial Secretary Treasurer of Local Unions not later than the 15th day of the following month. Such remittance shall be accompanied by a statement of the names of the employees from whom such monies have been deducted.

ARTICLE SEVEN - DUES SUPPLEMENT

- 7.01** The Employer agrees to deduct from the Ironworkers' wages 3.75% of straight time base rate plus vacation and statutory holiday pay, (no benefits) times all hours worked in a pay period, for all hours that the employee covered by this Agreement is employed by the Employer, and forward same to the offices of the Financial Secretaries not later than the 15th day of the following month in which the said dues were deducted.

ARTICLE EIGHT - RESERVATION OF MANAGEMENT RIGHTS

- 8.01** Management of Company and the direction of the working forces are vested solely and exclusively in the Company, and shall not be abridged except by specific restrictions as set forth in this Agreement. The Management Rights, as set out herein, shall not be deemed to exclude the other rights of Management at common law.

The Employer retains the sole and exclusive control over all matters concerning the operation and management and administration of his/her business; the determination of locations or termination of facilities; the determination of service or work to be performed; the direction and control of employees, including qualifications, the determination of quality and quantity standards, the daily assignment of work and overtime to the employees; the right to select, hire, promote, transfer; the right to discipline and discharge for just cause; the right to determine processes, methods and procedures to be employed, including technological change; the right to make and enforce rules, including safety matters and to perform other functions inherent in the administration and control of the business.

ARTICLE NINE - BUSINESS AGENTS

- 9.01** Business Agents will have access during working hours to all jobs covered by this Agreement in the carrying out of their regular duties providing they agree to comply with all safety rules and regulations on site. They shall, in all instances, first inform the Employer's Superintendent or Foreman before proceeding onto the jobsite.

ARTICLE TEN - JOB STEWARDS

- 10.01** Job Stewards shall be recognized on all jobs and they shall not be discriminated against. It will be his/her duty to attend to all complaints between the workers on the job and the company to endeavor to reach a settlement before these complaints become grievances.
- (a) Where, in the opinion of the Union, a Job Steward is deemed necessary, the Steward shall be a working Journeyman appointed by the Business Manager of the Union or his representative, who shall in addition to their work as a Journeyman be permitted to perform, during working hours, such of their Union duties as cannot be performed at other times.
 - (b) The Union, whenever practical, will supply certified job stewards who have been trained to deal with issues arising under the Canadian Model Alcohol and Drug Guidelines and Work Rule.
 - (c) In the event an Employer establishes additional shifts, the Business Manager of the Union or their representative will appoint a Job Steward for that shift(s).

The Steward will assist in having injured workers promptly taken care of and where necessary (at the discretion of the Superintendent or Foreman) may accompany them to their homes or hospital as the case may require, without loss of time. They shall report the injury to the proper Officers of the Union.

- 10.02** The Business Representative shall be notified of the reason if a Job Steward is discharged. The Business Representative shall inform the Employer of the appointments of all Job Stewards.
- 10.03** Under no circumstances shall Job Stewards or any employee make any arrangements with the Foreman or Management, or vice versa, that will change or conflict in any way with any section or terms of this Agreement without approval of the Business Representative and the Employer.
- 10.04** Providing the steward is qualified to perform the job required, the Steward shall be one of the last five (5) employees remaining on the job within the scope of this Agreement.
- 10.05** Stewards will be notified of all scheduled lay-offs or terminations prior to the employee receiving notice of same. A lay-off or termination will not be deemed to be invalid for failure to comply with this clause.

ARTICLE ELEVEN - GRIEVANCE PROCEDURE

11.01 Definition of Parties or Party

"Party" or "Parties" for purposes of the grievance procedure and arbitration mean an Employer, or the Trade Division, and employee or the Union.

All differences between the Employer or the Trade Division and the Union regarding the interpretation, application, operation or an alleged violation of this Agreement shall be settled without stoppage of work or lockout, by negotiations. Jurisdictional disputes shall not be settled by this Grievance Procedure as hereafter provided.

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until he has first given to his Foreman or Supervisor an opportunity to adjust his complaint. Should the complaint or grievance of the employee not be satisfactorily adjusted, it shall be reduced to writing, with or without the aid of the Union Grievance Steward, and may then become a subject of discussion as provided in the following paragraph.

11.02 Either the Union, an employee, or the Employer or the Trade Division may institute a grievance under the terms of this Agreement. If they fail to settle same within thirty (30) calendar days, either of the parties may proceed under the arbitration provisions.

11.03 An aggrieved party shall submit the complaint in writing, within a period of seven (7) calendar days, to the Steward, or in the Steward's absence, the Business Agent of the Union, who shall endeavor to settle the complaint between the employee and his immediate supervisor.

11.04 If the complaint is not settled within two (2) days (excluding Saturdays, Sundays, and holidays) it may be referred to the Project Manager or a Company Labour Relations Representative and an official representative of the Union.

11.05 Pre-Arbitration Process;

(a) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.

(b) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.

(c) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct

personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.

- (d) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
- (e) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
- (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.
- (h) No lawyers shall be permitted to participate in the JGP proceedings

11.06 Where circumstances warrant, time limits may be extended by mutual agreement between both parties.

11.07 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure. Grievances between the Union and an Employer or the Trade Division may commence at Article 11.05.

11.08 Discharge cases: A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Management within three working days after the employee ceases to work for the Employer.

ARTICLE TWELVE - ARBITRATION

12.01 If a grievance has not been settled as provided for in the preceding grievance procedure, the grievance shall be set in writing stating the nature of the complaint, the section or sections of the Agreement infringed upon or claimed to have been violated

and the remedy or correction claimed and the matter may be submitted to Arbitration for final resolution within ten days following the completion of the preceding grievance procedure.. The Union or its representative may process the grievance at this point on behalf of the employee, and the Trade Division may process a grievance at this point on behalf of an Employer.

- 12.02** If a single Arbitrator is not the choice of the two parties each party shall appoint one member as its representative on the Arbitration Board within seven days of such notices. The two members so appointed shall endeavor to select an independent chairman.
- 12.03** If the two members fail to select a chairman within five days after the day on which the last of the two members is appointed, they shall request the Minister of Employment and Immigration to select a chairman.
- 12.04** The Arbitrator/Arbitration Board may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Agreement.
- 12.05** The Arbitrator/Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the chairman except that with the consent of both parties such limitation of time may be extended. The findings and decision of a majority of the members of a Grievance Board on all arbitrable questions shall be binding on all parties.
- 12.06** Each party to the difference shall bear the expenses of its respective nominee to the Arbitration Board and the two parties shall bear the expenses of the chairman equally.

ARTICLE THIRTEEN - SAVING CLAUSE

- 13.01** It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Province of Alberta and the Dominion of Canada. Should it later be determined that it would be a violation of any legally effective Provincial or Dominion Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto may mutually agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Provincial or Dominion Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

It is understood that the provisions of this Agreement will apply only in-so-far as the authority to bargain those provisions has not been exceeded.

ARTICLE FOURTEEN - HOURS OF WORK

14.01 When one shift is employed on a job a working day shall be composed of not more than eight (8) working hours. A workday shall commence at 7:30 a.m. and end at 4:00 p.m. (4:30 where a one hour lunch is scheduled) from Monday to Friday inclusive. The starting time of the day shift may be varied by up to one hour, earlier or later, provided advance notice is given to affected employees. Variances in excess of one hour will require mutual consent between the Union and the Company Representative.

14.02 (a) Lunch Breaks:

The lunch break will consist of a one-half hour (or one hour where scheduled) unpaid break taken mid-way during regular work day.

In the event that an employee is required to work during his regular lunch period he shall be allowed a one-half hour lunch period between the hours of 11:30 a.m. and 1:00 p.m., otherwise he shall be paid double time for working through said lunch period.

(b) Overtime Meals:

(i) Employees will not be required to work extended daily hours in excess of eleven (11) hours without a meal break.

(ii) On commercial and institutional projects and on industrial projects where no camp has been provided, the following will apply:

Where a meal is provided, the employee will be paid for the time spent consuming the meal at the applicable hourly rate of pay, or alternatively, the foreman can designate a one-half (1/2) hour meal period at straight time rates. If no meal and time to consume it is provided, the Employer will provide a thirty dollar (\$30.00) meal allowance in lieu of both. In the event of the employees bringing their meals, they will be allowed one-half (1/2) hour to consume the meal and will be paid for said time at the applicable hourly rate of pay. If more than one (1) meal occurs in the overtime period worked by the employee, the Employer shall provide the extra hot meal at no expense to the employee.

(iii) On Industrial projects where a camp has been provided the following will apply:

Where a shift in excess of 11 hours but not longer than 12 hours is worked and a hot meal is provided at the end of the shift, no meal allowance shall be payable for those workers who will be provided a meal in camp. Workers not residing in camp, and who are not provided

with a meal, will be paid a twenty dollar (\$20.00) meal allowance in lieu of the meal. When such shifts are worked there will be a 15 minute paid break provided in lieu of time to eat a meal. Break times may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted. If overtime extends a shift beyond twelve hours the Employer will arrange for a hot meal to be provided to workers and they will be allowed sufficient paid time to consume the meal.

(c) Where a supervisor is required to;

- (i)** start up to one (1) hour earlier, or
- (ii)** finish up to one (1) hour later, or
- (iii)** start up to one half ($\frac{1}{2}$) hour earlier and finish up to one half ($\frac{1}{2}$) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 14.02 (b) will not apply unless those provisions are applicable to the rest of the crew

(d) Work Breaks:

- (i)** 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 the conclusion of each overtime meal break. However, for a compressed work week schedule, 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.
- (ii)** When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half ($\frac{1}{2}$) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ($1\frac{1}{2}x$) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

- 14.03** All work performed after a regular shift in any one (1) day shall be considered overtime until a break of eight (8) hours occurs and shall be paid at the rate of double time, except for the first two hours of daily overtime Monday through Friday which shall be paid at the rate of time and one half. All hours worked on Saturday and Sunday shall be paid for at the rate of double time. If an employee is required to work before an eight (8) hour break occurs he will be paid double time rates until such time as an eight (8) hour break occurs. Required travel time shall not be included in calculating the said eight (8) hour break.
- Notwithstanding the above, on that work which is commercial or institutional, the first ten (10) hours of overtime worked on a Saturday will be paid at time and one-half. It is agreed that commercial or institutional work shall include all work where commercial terms are applied by other Building Trades Unions or any work which the Parties to this Agreement mutually agree is commercial work.
- 14.04** Shift work is defined as a continuous operation outside of regular working hours and shall be worked for a minimum of two (2) consecutive working days, otherwise overtime rates shall be paid for all hours worked outside of the regular daily or weekly hours. Such shift work may be started between the hours of 12:00 noon and 4:00 a.m. except that no shift shall commence before midnight Sunday.
- 14.05** Employees working on other than day shift on a two (2) or three (3) shift operation, shall receive a premium of three dollars (\$3.00) per hour in addition to their wages for all hours worked on a second shift or a third shift. This premium shall be three dollars and fifty cents (\$3.50) per hour effective May 7, 2017. For the purpose of calculating overtime premiums applicable where shifts are being worked, the regular work week commences at 8:00 a.m. Monday and ends at 8:00 a.m. Saturday. Saturday and Sunday overtime premiums will apply from 8:00 a.m. Saturday until 8:00 a.m. Monday with the exception that a Friday night shift which is scheduled to end at 8:00 a.m. Saturday will have the first two hours of overtime payable at one and one half (1½x) times. The 8:00 a.m. times referred to in this clause are subject to the "deviation" referred to in clause 14.01. The same principle will apply to compressed work weeks with the regular work week starting at 7:00 a.m. Monday and ending at 7:00 a.m. on Friday. Friday overtime at time and one-half would apply to shifts falling between 7:00 a.m. Friday and 7:00 a.m. Saturday
- 14.06** The starting time and quitting time for an off shift shall be mutually agreed between the Union and the Employer.
- 14.07** In the event of staggered working hours of either shift work or overtime, beyond transit hours, suitable transportation will be supplied by the Employer.
- 14.08** (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 Friday period. On a four (4) - ten (10) schedule, when the scheduled work week day off, (either Friday or Monday) is worked, the first ten hours shall be paid at one and one-half (1½x) times the applicable rate of pay. Double time rates will apply on hours

worked after the regularly scheduled work day of the compressed work week and for work on Saturday and Sunday (except the first 10 hours worked on Saturday on commercial or institutional work as per 14.03).

- (b) An Employer may alternate the work weeks from a Tuesday to Friday schedule one week followed by a Monday to Thursday schedule the next in order to provide a four day weekend every second week.. If this schedule is utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at double time (2x).
- (c) If ten consecutive work days are scheduled, working overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give three working days' notice of their intention not to work such overtime. Failure to provide the required notice and report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

14.09 In the event a Statutory Holiday falls on a regularly scheduled day off refer to Article 18.00.

14.10 The Parties understand and agree that on the 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 may mutually agree to a work schedule to meet job conditions. Special Project needs will be addressed by the Parties in concert with other stakeholders in accordance with the process established by the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.

Special Project Needs will be applied in accordance with the attached "Special Project Needs Agreements ('SPNA') Letter of Understanding.

In addition to the work schedules included in the Special Project Needs Agreements it is agreed that an additional optional schedule will be available for Ironworker contractors consisting of twenty days of ten hours per day followed by an eight day furlough. Days one through nineteen will be paid on the basis of the first one and one half hours paid at time and one-half and the ninth and tenth hours of work paid at time and one-half with the six and one-half hours worked between them paid at straight time. The 20th day of work will be paid on the basis of the first three hours paid at time and one-half and the last three hours paid at time and one-half with the four hours in between paid at straight time rates. When the final day of the shift cycle is reduced due to the timing of flights, overtime at time and one-half shall apply to the last hour worked on that day.

14.11 Overtime and Personal Time Off

- (a) It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. An employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least three working days' notice of a request for leave of up to one day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) A worker that is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight or ten hours as scheduled for that shift. In the case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.
- (c) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten in a day or forty in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.

ARTICLE FIFTEEN - REPORTING FOR WORK

- 15.01** An employee called out to work after he has completed his regular shift and gone home shall be given not less than two hours work, or if work is not available, shall be paid for two hours at the overtime rate plus any applicable transportation and travel allowance.
- 15.02** When an employee on a job or project reports as usual for work, but is unable to commence work because of circumstances within the control or responsibility of the Employer, he shall be given two (2) hours' pay plus travelling allowance if applicable, for reporting on the job, provided, however, that the employee remains on the job during the two (2) hour period if required by the Employer, and performs any work

requested which, in the opinion or judgment of his foreman, after conferring with the job steward, can be accomplished. If reporting time occurs during Saturdays, Sundays, holidays, or overtime hours then overtime rates shall apply.

ARTICLE SIXTEEN - WAGES

16.01 Industrial Rates (for work on projects as defined in Clause 2.03)

EFFECT. DATE	BASE RATE	V.P	S.H.P.	H&W	PENS	IMPACT	APPR. FUND	TOTAL
Foreman (\$5.50 over Jmn)								
May 3/15	48.35	2.91	1.93	2.50	6.64	0.15	0.65	63.13
Nov 1/15						0.15	0.65	
May 1/16						0.15	0.65	
Nov 6/16						0.15	0.65	
May 7/17						0.20	0.60	
Nov 5/17						0.20	0.60	
May 6/18						0.30	TBD	
Nov 4/18						0.30	TBD	
Journeyman								
May 3/15	42.85	2.57	1.72	2.50	6.64	0.15	0.65	57.08
Nov 1/15						0.15	0.65	
May 1/16						0.15	0.65	
Nov 6/16						0.15	0.65	
May 7/17						0.20	0.60	
Nov 5/17						0.20	0.60	
May 6/18						0.30	TBD	
Nov 4/18						0.30	TBD	
Generalist 4th year (90% of Jmn)								
May 3/15	38.57	2.31	1.55	2.50	6.64	0.15	0.65	52.37
Nov 1/15						0.15	0.65	
May 1/16						0.15	0.65	
Nov 6/16						0.15	0.65	
May 7/17						0.20	0.60	
Nov 5/17						0.20	0.60	
May 6/18						0.30	TBD	
Nov 4/18						0.30	TBD	

EFFECTIVE DATE	BASE RATE	V.P	S.H.P.	H&W	PENS		APPR. FUND	TOTAL
3rd Level (80% of Jmn)								
May 3/15	34.28	2.06	1.37	2.50	6.64		0.15 0.65	47.65
Nov 1/15							0.15 0.65	
May 1/16							0.15 0.65	
Nov 6/16							0.15 0.65	
May 7/17							0.20 0.60	
Nov 5/17							0.20 0.60	
May 6/18							0.30 TBD	
Nov 4/18							0.30 TBD	
2nd Level (70% of Jmn)								
May 3/15	30.00	1.80	1.20	2.50	6.64		0.15 0.65	42.94
Nov 1/15							0.15 0.65	
May 1/16							0.15 0.65	
Nov 6/16							0.15 0.65	
May 7/17							0.20 0.60	
Nov 5/17							0.20 0.60	
May 6/18							0.30 TBD	
Nov 4/18							0.30 TBD	
1st Level (60% of Jmn) (0 – 1500 hours)								
May 3/15	25.71	1.54	1.03	2.50	0.00		0.15 0.65	31.58
Nov 1/15							0.15 0.65	
May 1/16							0.15 0.65	
Nov 6/16							0.15 0.65	
May 7/17							0.20 0.60	
Nov 5/17							0.20 0.60	
May 6/18							0.30 TBD	
Nov 4/18							0.30 TBD	

Welder Apprentice Rates: (Journeyman, foreman and Pre-Apprentice rates are the same as Ironworkers rates above)

3rd Level (90% of Journeyman)

May 3/15	38.57	2.31	1.55	2.50	6.64		0.15 0.65	52.37
Nov 1/15							0.15 0.65	
May 1/16							0.15 0.65	
Nov 6/16							0.15 0.65	
May 7/17							0.20 0.60	
Nov 5/17							0.20 0.60	
May 6/18							0.30 TBD	
Nov 4/18							0.30 TBD	

EFFECTIVE DATE	BASE RATE	V.P	S.H.P.	H&W	PENS		APPR. FUND	TOTAL
2nd Level (75% of Journeyman)								
May 3/15	32.14	1.93	1.28	2.50	6.64		0.15 0.65	45.29
Nov 1/15							0.15 0.65	
May 1/16							0.15 0.65	
Nov 6/16							0.15 0.65	
May 7/17							0.20 0.60	
Nov 5/17							0.20 0.60	
May 6/18							0.30 TBD	
Nov 4/18							0.30 TBD	
1st Level (60% of Journeyman)								
May 3/15	25.71	1.54	1.03	2.50	0.00		0.15 0.65	31.58
Nov 1/15							0.15 0.65	
May 1/16							0.15 0.65	
Nov 6/16							0.15 0.65	
May 7/17							0.20 0.60	
Nov 5/17							0.20 0.60	
May 6/18							0.30 TBD	
Nov 4/18							0.30 TBD	

Wage Determination

1 Definitions and Application

- (a) “**CPI Change**” shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm> .
- (b) “**Oil Price**” shall be the average of the prices posted for West Texas Intermediate Oil, in current \$US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>
- (c) “**Group 4 Average Wage**” shall, with reference to the Consolidation Order issued in respect to the 2011 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Millwrights, Ironworkers – Structural, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month April prior to a calculation.

- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.
- (e) A wage adjustment shall not be less than zero.

2 Calculations

- (a) There will be no adjustment to gross rates on the effective date of the agreement.
- (b) The wage adjustment for November, to be calculated in the first week of September, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
- (c) The wage adjustment for May, to be calculated in the first week of March, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by Group 4 Average Wage.
 - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
 - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.

- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.
- (e) In the event the above calculations do not result in an increase in 2015 and 2016, the Framework Bargaining Committee shall reconvene discussions in the first week of September, 2016.

3 *Wage Schedules*

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting there from. The final determination of the wage schedules shall be issued no later than the 7th day of March or September, for the May and November adjustments, respectively.

4 *Effective Dates*

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

(see Example Calculations in **Appendix B**)

16.02 Commercial & Institutional Project Rates

EFFECT. DATE	BASE RATE	V.P	S.H.P.	H&W	PENS	IMPACT	APPR. FUND	TOTAL
Foreman (\$4.75 over Jmn.)								
May 3/15	42.93	2.58	1.72	2.25	5.25	0.15	0.45	55.33
Nov 1/15	43.16	2.59	1.73	2.25	5.25	0.15	0.45	55.58
May 1/16						0.15	0.45	
Nov 6/16						0.15	0.45	
Journeyman								
May 3/15	38.18	2.29	1.53	2.25	5.25	0.15	0.45	50.10
Nov 1/15	38.41	2.30	1.54	2.25	5.25	0.15	0.45	50.35
May 1/16						0.15	0.45	
Nov 6/16						0.15	0.45	
Generalist 4th year (90% of Journeyman)								
May 3/15	34.36	2.06	1.37	2.25	5.25	0.15	0.45	45.89
Nov 1/15	34.57	2.07	1.38	2.25	5.25	0.15	0.45	46.12
May 1/16						0.15	0.45	
Nov 6/16						0.15	0.45	

EFFECTIVE DATE	BASE RATE	V.P	S.H.P.	H&W	PENS		APPR. FUND	TOTAL
3rd Level (80% of Journeyman)								
May 3/15	30.54	1.83	1.22	2.25	5.25		0.15 0.45	41.69
Nov 1/15	30.73	1.84	1.23	2.25	5.25		0.15 0.45	41.90
May 1/16							0.15 0.45	
Nov 6/16							0.15 0.45	
2nd Level (70% of Journeyman)								
May 3/15	26.73	1.60	1.07	2.25	5.25		0.15 0.45	37.50
Nov 1/15	26.89	1.61	1.08	2.25	5.25		0.15 0.45	37.68
May 1/16							0.15 0.45	
Nov 6/16							0.15 0.45	
1st Level (60% of Journeyman) (0 - 1500 Hours)								
May 3/15	22.91	1.37	0.92	2.25	0.00		0.15 0.45	28.05
Nov 1/15	23.05	1.38	0.92	2.25			0.15 0.45	28.20
May 1/16							0.15 0.45	
Nov 6/16							0.15 0.45	

Commercial Rates (for work that is not Industrial Work as defined in Clause 2.03)
Wage Re-opener (Commercial Wages)

There shall be no increase to Commercial wages in May 2015. The November 2015 increase shall be the same dollar value as the increase to the Industrial wage plus twenty-five cents (\$0.25) added to the gross wage rate.

The increase in May 2016 shall be the same dollar value as the increase to the Industrial wage. The November 2016 increase shall be the same dollar value as the increase to the Industrial wage plus twenty-five cents (\$0.25) added to the gross wage rate.

Wage determinations for 2017 and 2018 are subject to the wage reopener option below, which if exercised shall open up discussion with respect to each wage adjustment in 2017 and 2018.

With the understanding that circumstances in the industry could change over the course of a four year agreement it is hereby agreed that between 90 and 120 days prior to May 7, 2017 either Party may give to the other Party notice that they wish to renegotiate the wage rates applicable to this Clause only, for the balance of the term of the Collective Agreement. Upon receipt of such notice the Parties will have until 60 days prior to the closest date noted above to reach agreement, failing that the

dispute will automatically be submitted to an Arbitration Panel consisting of an Arbitrator (or an alternate as agreed by the Parties prior to the submission to Arbitration) and one nominee appointed by each Party whose names shall be provided to the other respective Party within two weeks of the notice to renegotiate being received. It is understood that the only matter in dispute can be the wages contained in this Clause. The Arbitration Panel will conduct a hearing within 30 calendar days of having the dispute referred to them and will issue a decision prior to the closest of the two dates noted above. The Arbitration Panel will have the authority to determine the issues in dispute in the remaining term of the Collective Agreement only and cannot make any decision having retroactive effect. The Arbitration Panel shall be restricted to choosing from one of the following three options;

1. The final offer for settlement of the dispute as made by the Union to the Trade Division prior to submitting the matter to Arbitration (provided such offer is consistent with the conditions stipulated above and, if it is not, then the decision shall only relate to such portions of the offer that conform to the stipulated conditions above)
2. The final offer for settlement of the dispute as made by the Trade Division to the Union prior to submitting the matter to Arbitration (provided such offer is consistent with the conditions stipulated above and, if it is not, then the decision shall only relate to such portions of the offer that conform to the stipulated conditions above)
3. The Wage Schedule that is in the Collective Agreement continues unchanged for the balance of the term of the Collective Agreement.

ARTICLE SEVENTEEN - APPRENTICES

- 17.01**
- (a) Ironworker and Welder apprentices shall serve a three year apprenticeship, divided into three levels of twelve months, or 1500 hours, each, except for an Ironworker Generalist who will continue to serve four levels of nine months or 1125 hours each. Apprentices must attend and pass the appropriate technical training courses to advance to the next level.
 - (b) The apprentice's next period wage increase will become effective on the first pay period following the date the apprentice presents to his Employer the letter received from the Apprenticeship Board notifying them of successful completion of a schooling period unless the apprentice's anniversary date has not been reached. In that case the increase will become effective on the first pay period following the anniversary date. An apprentice will receive their increase to the journeyman rate on the first pay period following the date his ticket becomes effective.

(c) The Union shall include on each dispatch slip, the most accurate number of hours worked by the apprentice that are known to the Union.

17.02 Apprentices shall be dispatched to work with Journeymen Ironworkers on the maximum basis of one apprentice to one Journeymen employed on the job. The Employer and Union may agree to vary the apprentice to journeyman ratio.

17.03 Where Ironworkers are employed on application of sheeting, ornamental and finishing work, the ratio of not more than one Apprentice to one Journeymen will apply on such work. The Employer and Union may agree to vary the apprentice to journeyman ratio.

17.04 Each Union Apprentice member will be required to show proof of indentureship. Every candidate for membership in the Ironworker Trade shall appear before the Examining Committee of the respective locals.

17.05 The Apprentice shall meet terms and obligations as set out by the trustees of the Alberta Ironworkers Apprenticeship and Training Program or Fund.

ARTICLE EIGHTEEN - STATUTORY HOLIDAYS

18.01 (a) All time worked on the following holidays shall be paid for at the rate of double time:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1st Monday in August)	

and any such days which may be declared as a general holiday by the Federal and/or Provincial Governments.

(b) For the purposes of this section, a “regular work day” is a day for which straight time rates would apply and an “overtime day” is a day for which overtime rates would apply to all hours worked.

(c) Where a General Holiday falls on an overtime day, the General Holiday will be observed on the next regular work day. Under these circumstances, work performed on the day on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

18.02 No work shall be performed on Labour Day, except where safety to life or property makes it necessary.

- 18.03** No member shall be asked to travel to any job on any of the above mentioned Holidays unless mutually agreed upon.

ARTICLE NINETEEN - VACATION PAY STATUTORY HOLIDAY PAY

- 19.01** All employees covered by this Agreement shall receive six percent (6%) of their gross hourly wages for vacation pay and four per cent (4%) of their gross hourly wages for statutory holiday pay. Each employee shall receive his vacation allowance on his gross wages in accordance with Articles 16.00 and 16.01 of this Agreement which shall be included in his weekly pay unless if the employees of an Employer decide to receive their holiday pay at the employee's holiday period or termination and at the end of the calendar year. Income tax on this amount to be deducted weekly.

"Gross hourly wages" shall mean, hourly wage; overtime premiums; shift premiums and travel time.

ARTICLE TWENTY - HEALTH & WELFARE TRUST FUND

- 20.01** For the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Ironworkers Health & Welfare Trust Fund of Western Canada for each employee covered by the said Collective Bargaining Agreement as follows:
- 20.02** For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as per Article **16.00** of this Agreement to the above named Health and Welfare Trust Fund.
- 20.03** For the purpose of this article, hours for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable and each overtime hour shall be counted as one regular hour for which contributions are payable.
- 20.04** Contributions shall be paid on behalf of an employee starting with the employee's first hour of employment in a job classification covered by the Collective Bargaining Agreement.
- 20.05** The payments to the Health and Welfare Fund required above, shall be made to the Ironworkers Health and Welfare Trust Fund of Western Canada, Funds Administrative Service, 9th floor, 9707 110 Street, Edmonton, Alberta, T5K 3T4 established under an Agreement and Declaration of Trust which shall provide for joint Administration of an equal number of Employer and Union Trustees. When the said Trust Agreement was adopted, the Employer and the Union agreed to become parties to such an Agreement and to be bound by all the terms and provisions thereof, and a copy of such

Trust Agreement shall be attached to and become part of this Collective Bargaining Agreement.

20.06 It is agreed that all contributions shall be made at such time and in such manner as the Trustees of the Health and Welfare require; and the Trustees shall have the authority to have an independent person, who is qualified to perform an audit, audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health and Welfare Trust Fund of Western Canada.

20.07 If an Employer fails to make contributions to the Health and Welfare Fund within fifteen (15) days after the date required by the Trustees of the Health and Welfare Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Article, any provisions of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable cost for collecting the payments due together with any reasonable legal fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

20.08 The Trustees of the Health and Welfare Fund shall, among other things, have the authority to determine the type and amount of benefits to be provided, the eligibility rules governing entitlement to benefits and whether and to what extent benefits are to be provided for dependents of covered employees.

The Trustees of the Health and Welfare Trust Fund shall also have the authority to require that any new Employer, or any Employer who has failed to make contributions to the Health and Welfare Trust Fund in the manner required by this Collective Bargaining Agreement, pay its contributions to the Health and Welfare Trust Funds within three (3) business days of the end of each pay period, notwithstanding anything to the contrary in Article **20.07** of this Collective Bargaining Agreement.

20.09 It is further agreed that all contributions to the Health and Welfare Trust Fund shall accrue on a daily basis and, pending the date that contributions are to be remitted to the Health and Welfare Trust Fund as required by Article **20.06** of this Collective Bargaining Agreement, shall be held by each Employer in trust on behalf of its employees or an amount equal to such contributions shall be, and is hereby deemed to be, held separate and apart from the other property of the Employer. Further, the parties to this Collective Bargaining Agreement agree that, solely for the purpose of the Employment Standards Code, the contributions due or accruing due by each Employer to the Health and Welfare Trust Fund shall be, and are hereby deemed to be, a "wage" of the employees for whom contributions are made or to be made, as the term "wage" is used and defined in the Employment Standards Code.

20.10 A contractor may make contributions to this fund through an electronic transfer of funds if they choose to use that method of payment.

ARTICLE TWENTY ONE - PENSION TRUST FUND

- 21.01** For the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Alberta Ironworkers Pension Trust Fund for each employee covered by the said Collective Bargaining Agreement as follows:
- 21.02** For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as per Article **16.00** of this Agreement to the above named Pension Trust Fund. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 21.03** For the purpose of this article, hours for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable and each overtime hour shall be counted as either one and one-half hours or two hours depending upon the applicable overtime rate per hour worked
- 21.04** Contributions shall be paid on behalf of an employee starting with the employee's first hour of employment in a job classification covered by the Collective Bargaining Agreement.
- 21.05** The payments to the Pension Trust Fund required above, shall be made to the Alberta Ironworkers Pension Trust Fund, c/o Funds Administrative Service, 9th floor, 9707 110 Street, Edmonton, Alberta, T5K 3T4, established under an Agreement and Declaration of Trust which shall provide joint Administration by an equal number of Employer and Union Trustees. When the said Trust Agreement was adopted, the Employer and the Union agreed to become parties to such an Agreement and to be bound by all the terms and provisions thereof, and a copy of such Trust Agreement shall be attached to and become part of this Collective Bargaining Agreement.
- 21.06** It is agreed that all contributions shall be made at such times and in such manner as the Trustees of the Pension Trust Fund requires; and the Trustees shall have the authority to have an independent person, who is qualified to perform an audit, audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Trust Fund.
- 21.07** If an Employer fails to make contributions to the Pension Trust Fund within 15 days after the date required by the Trustees of the Pension Trust Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable costs for collecting the payments due together with reasonable legal fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employers liability will be

limited to the above and to the making of contributions in this amount and in the manner set forth herein.

21.08 The Trustees of the Pension Fund shall, among other things, have the authority to determine the type and amount of benefit to be provided, and the rules and regulations governing entitlement to such benefits, provided, however, that the retirement plan to be established shall conform at all times with the applicable Provincial and Federal requirements so as to ensure the tax exempt status of the Pension Fund and the right of contributing employers to treat the contributions to the Pension Fund as deductions for Income Tax purposes.

The Trustees of the Pension Trust Fund shall also have the authority to require that any new Employer, or any Employer who has failed to make contributions to the Pension Trust Fund in the manner required by this Collective Bargaining Agreement, pay its contributions to the Pension Trust Funds within three (3) business days of the end of each pay period, notwithstanding anything to the contrary in Article **21.07** of this Collective Bargaining Agreement.

21.09 It is further agreed that all contributions to the Pension Trust Fund shall accrue on a daily basis and, pending the date that contributions are to be remitted to the Pension Trust Fund as required by Article **21.06** of this Collective Bargaining Agreement, shall be held by each Employer in trust on behalf of its employees or an amount equal to such contributions shall be, and is hereby deemed to be, held separate and apart from the other property of the Employer. Further, the parties to this Collective Bargaining Agreement agree that, solely for the purpose of the *Employment Standards Code*, the contributions due or accruing due by each Employer to the Pension Trust Fund shall be, and are hereby deemed to be, a "wage" of the employees for whom contributions are made or to be made, as the term "wage" is used and defined in the *Employment Standards Code*.

21.10 A contractor may make contributions to this fund through an electronic transfer of funds if they choose to use that method of payment.

ARTICLE TWENTY ONE A - SUPPLEMENTARY PENSION TRUST FUND

21A.01 All Employees, except Probationary and First and Second Year Apprentices and Travel Card members working as Temporary Foreign Workers from the United States of America employed on work falling within the scope of this Collective Agreement agree to have deducted from their wages, for each hour or portion thereof worked, the following amounts in respect to the Ironworkers Supplementary Pension Trust Fund. For Travel Card members working as Temporary Foreign Workers the contributions under Article **21A** will be added to the amount contributed to the Health and Welfare Fund on behalf of these workers.

Employees engaged in commercial and institutional work may choose whether they wish to have these deductions made on their behalf or not. A worker must indicate at point of hire if he wishes to have these deductions made.

- (i) For each straight time hour worked:- \$2.00
- (ii) For each hour worked at time and one-half - \$2.00
- (iii) For each hour worked at double time - \$2.00

The Employer agrees to deduct the above amounts from the Employees weekly wages and remit these contributions to the;

Ironworkers Supplementary Pension Trust Fund
c/o Servus RRSP Department
Kingsway Banking Centre
11311 Kingsway Ave.
Edmonton, Alberta
T5G 0X3

hereinafter referred to as the Trust Administrator. Such contributions to be forwarded by the Employer to the Trust Administrator in time to arrive no later than the 15th day of the month following the month in which the wages were earned, accompanied by a completed remittance form showing the amount of contributions and Social Insurance Number for each employee. One copy of the Remittance form is to be mailed to the appropriate Local Union. For those Employers whose payroll is paid out by direct deposit, these contributions may be direct deposited by the Employer.

21A.02 The Ironworkers Supplementary Pension Trust Fund shall be administered as a Group RRSP by the Trust Administrator, who shall receive contributions as noted in **21A.01** above and who shall credit the amounts received to the individual accounts established for the Employees. Each employee will have credited to his/her account the full amount of the contribution submitted on his/her behalf. Each employee will be responsible for directing the Trust Administrator to invest contributions made on the individual's behalf into his/her choice of the investment options available through the Trust Administrator. Administration fees charged by the Trust Administrator in respect to each employee's account will be paid directly from that employee's account or by such other arrangement as may be acceptable to the Trust Administrator.

21A.03 The choice of Trust Administrator shall be reviewed once each year by the Co-Chairmen of the Ironworkers Structural Trade Division Negotiating Committee and the Business Managers of Local Unions #720 and #725. Both Business Managers plus at least one of the Trade Division Co-Chairmen must be in agreement to change the Trust Administrator.

21A.04 Pension benefits paid out for each employee will be determined solely by that employee, based on the balance of his RRSP account at the time he/she chooses to retire, provided such payments comply with all Federal and Provincial legislation pertaining to Registered Retirement Savings Plans.

21A.05 Contributions to this Fund will be made solely by the Employee and all such remittances sent to the Fund on behalf of an Employee will be considered a payment of wages. The Employer's liability to this Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

21A.06 The rights of the Union to take action on behalf of its Member(s) for failure to make payments to the Ironworkers Supplementary Pension Trust Fund, as required by this Article, shall be the same as their rights to take action in respect to a failure to pay wages.

ARTICLE TWENTY TWO - ALBERTA IRONWORKERS APPRENTICESHIP AND TRAINING TRUST FUND

22.01 The Employer will contribute as per Article **16.00** of this Agreement for all hours that an employee covered by this Agreement is employed by him, to the Alberta Ironworkers Apprenticeship and Training Trust Fund, which will be administered by a joint trusteeship. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

22.02 The parties agree that the Alberta Ironworkers Apprenticeship and Training Trust Fund Committee, consisting of four representatives from the Employers and four representatives from the Union, will meet as required to review the Apprenticeship program and administer the Apprenticeship and Training Fund.

22.03 Employers shall, not later than the 15th day of the following month, remit such contributions to the Funds Administrative Service at;

9th Floor, 9707 – 110 Street
Edmonton, Alberta
T5K 3T4

22.04 If an Employer fails to make contributions to the Alberta Ironworkers Apprenticeship and Training Trust Fund within 15 days after the date required by the Trustees of the Alberta Ironworkers Apprenticeship and Training Trust Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable costs for collecting the payments due together with reasonable legal fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employers liability will be limited to the above and to the making of contributions in this amount and in the manner set forth herein.

- 22.05** The Trustees of the Alberta Ironworkers Apprenticeship and Training Trust Fund shall also have the authority to require that any new Employer, or any Employer who has failed to make contributions to the Alberta Ironworkers Apprenticeship and Training Trust Fund in the manner required by this Collective Bargaining Agreement, pay its contributions to the Alberta Ironworkers Apprenticeship and Training Trust Funds within three (3) business days of the end of each pay period, notwithstanding anything to the contrary in Article **22.03** of this Collective Bargaining Agreement.
- 22.06** It is further agreed that all contributions to the Alberta Ironworkers Apprenticeship and Training Trust Fund shall accrue on a daily basis and, pending the date that contributions are to be remitted to the Alberta Ironworkers Apprenticeship and Training Trust Fund as required by Article **22.01** of this Collective Bargaining Agreement, shall be held by each Employer in trust on behalf of its employees or an amount equal to such contributions shall be, and is hereby deemed to be, held separate and apart from the other property of the Employer. Further, the parties to this Collective Bargaining Agreement agree that, solely for the purpose of the Employment Standards Code, the contributions due or accruing due by each Employer to the Alberta Ironworkers Apprenticeship and Training Trust Fund shall be, and are hereby deemed to be, a "wage" of the employees for whom contributions are made or to be made, as the term "wage" is used and defined in the Employment Standards Code.
- 22.07** A contractor may make contributions to this fund through an electronic transfer of funds if they choose to use that method of payment.

ARTICLE TWENTY THREE - IMPACT CONTRIBUTIONS

- 23.01** The Employer will contribute the amounts stipulated under the column entitled IMPACT in Article **16.00** of this Agreement for all hours that an employee covered by this Agreement is employed. Such contributions will be sent to Funds Administrative Services which shall forward such amounts remitted to the appropriate office of the IMPACT Trust Fund on behalf of the Employer. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 23.02** Employers shall, not later than the 15th day of the following month the hours were worked, remit such contributions to the Funds Administrative Service at:
- 9th Floor, 9707 – 110 Street
Edmonton, Alberta
T5K 3T4
- A contractor may make contributions to this fund through an electronic transfer of funds if they choose to use that method of payment.

23.03 The parties agree that they will establish a Committee, consisting of four representatives from the Employers and two representatives from each of the Local Unions, which will meet as required to review the IMPACT program and to recommend collaborative industry applications for, and uses of, grant monies from the IMPACT Fund. The Parties to this Agreement will draft a Terms of Reference and Authorities agreement respecting the role and authority of this Committee to represent the Parties in respect to matters related to our participation in the IMPACT Program.

ARTICLE TWENTY FOUR - TRANSPORTATION AND ACCOMMODATION

24.01 Daily Travel

The following conditions will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which employees commute daily from temporary accommodation provided or paid for by the Employer.

- (a) A forty-five (45) kilometer radius free zone from the center of the cities of Edmonton or Calgary (Geodetic Monument) or around any place in which employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument 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.
- (b) Notwithstanding Article **24.01(a)**, on major construction projects located within the free zone, around the cities of Edmonton and Calgary but beyond the city bus transportation system of those cities, where it is projected that the total construction workforce will exceed 750 multi-trade construction employees, the affected Parties shall meet to discuss the viability of implementing a system of providing transportation to the site.
- (c) 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 fifty-two cents (\$0.52) 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.

The Coordinating Committee and the Alberta Building Trades Council shall examine, during January of each year of the Collective Agreement, the

information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.

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

Travel Allowance:		
80 km @ 80 km/hr. = 1 hr. @ base rate of \$42.85/hr. =		\$42.85
Vehicle Allowance:		
80 km. @ \$0.52 per km. =		<u>\$41.60</u>
For a daily total of		\$84.45

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

- (d) Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon
- (e) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of forty five minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.

- (f) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
- (g) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time, providing the delay is in excess of 15 minutes, beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.
- (h) 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 determined under clause (c) above 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.
- (i) 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.
- (j) Should an employee residing in camp accommodation be requested by the employer or the client's designated camp management personnel to move to another room or camp, they shall be paid two (2) hours at the applicable straight time rates to carry out the move.
- (k) When an employee is being paid subsistence allowance in accordance with Article **24.05(a)** or **(b)**, and when there is no accommodation available within 45 km. of the project on which the employee is engaged, the employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometres beyond a 45 kilometre radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometre radius of the project becomes available, the payment of the travel allowance will cease.

24.02

INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under Article **24.01(c)** 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 kilometres - \$88.00 each way;
- (ii) 200 kilometres to 300 kilometres - \$124.00 each way
- (iii) 300 kilometres to 375 kilometres - \$150.00 each way
- (iv) over 375 kilometres to 475 kilometres \$224.00 each way, or actual airfare if suitable proof of air transport is provided to the Employer.
- (v) over 475 kilometres - as mutually agreed between the Parties to this Agreement to a maximum of \$344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
- (vi) The initial and return transportation Allowances and the Rotational Leave Allowances set out herein shall be subject to review in January of each year of the agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to article **24.01 (c)** each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment effective the first pay period following May 1st of the respective year. For example, if for 2015 the vehicle allowance is increased by 4%, each allowance shall be increased by 4% rounded to the nearest dollar, and effective on the first pay period following the 1st of May 2015.

Notwithstanding the provisions above, when transportation is provided by the Employer, no travel allowance will be paid, subject to the provisions of Article **24.02(b)** below.

- (b) When transportation is provided by the employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than one day of rest scheduled within consecutive scheduled days), an employee, at the time of dispatch, will be allowed to elect to use employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article **24.01(d)**.
 - An employee who has elected collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.
 - An employee who has elected collective agreement initial/return/rotation allowances and who is found using employer provided transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.

- If a person who elects collective agreement initial/return/rotation allowances uses employer provided transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - Regulations shall be established for the use of employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
 - Notwithstanding the foregoing, an employee who has elected to use employer provided transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- (c) Employees will qualify for, and receive initial transportation allowance to the job site after being employed at the site for either fifteen (15) calendar days or completion of the job, whichever is the lesser.

Should the employee remain on the job until completion of thirty (30) calendar days, or until completion of the dispatched job requirement, whichever may be the lesser, they shall receive the return transportation allowance to be paid with his final pay cheque.

If the employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply (e.g. the Fort McMurray region, the Cold Lake Region, etc.), that employee will be paid any outstanding transportation allowance(s) with their next regular pay. If the employee is transferred to a different work site that is within the same geographical region to which the transportation allowance was to apply, the employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational allowances where applicable. Should an employee choose not to accept a transfer, he/she shall be paid all applicable travel allowances and be considered to be laid off.

24.03 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 seventy-four dollars (\$174.00) 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) kilometre 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 three hundred twelve dollars (\$312.00) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
 - (ii) Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (d) Where the Employer supplies transportation the employee shall not be entitled to the above allowances, subject to the provisions of **24.02(b)** save and except that the Employee shall remain eligible for rotational leave as per clauses **24.03(a)(ii)**, **24.03(b)(ii)**, and **24.03(c)**.
- (e) Time spent away from a jobsite due to a jobsite closure or scheduled vacation of one work week (5 days or 4 days as the case may be) or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

24.04 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 or 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 thirty-six dollars (\$36.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of nineteen dollars (\$19.00) will be paid for each day worked.

For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Saprae Creek will be considered to be residents of Fort McMurray for projects north of Fort McMurray and residents of Fort McKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray

- (c) Where a Camp Kitchen is established, and where all workers generally on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches a Local Resident Employee shall be provided the same noon meal without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to pick up hot soup as well.
- (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.
- (f) **Process for Determining Local Status**

Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representatives of the Employer and the Union shall determine the individual's acceptability as to residency only. The Joint Conference Committee may provide direction in addition to the guidelines set out below to determine the "real residency" test for those people wishing to be designated as local residence.

Guidelines for determining “Real Residency”

In making the determination as to whether a person is a “Local Resident” for the purposes of the Collective Agreement, the following factors will be taken into consideration:

- the dwelling place of the person’s spouse and dependents;
- personal property and social ties to the community;
- residential ties elsewhere;
- performance and purpose of residence in a particular community;
- documentation of;
 - (i) property tax and rent receipts, telephone, gas or other utility receipts;
 - (ii) driver’s license;
 - (iii) vehicle registration or pink card;
 - (iv) income tax;
 - (v) unemployment insurance documents;
 - (vi) voters’ list registration;
 - (vii) employee benefit fund administration registrations.

24.05 ACCOMMODATION, ROOM & BOARD

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

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

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) for each day worked, suitable board and room as set out in this agreement between the parties hereto; or
- (iii) for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred and ten dollars (\$110.00) per day, except for subsistence rates established for specific communities and regions as posted at www.clra.org.

Subsistence allowance for regular days worked in an employee’s first week of work, will not be held back and will be paid in the week the

allowance was earned. Subsistence allowance for subsequent weeks of work will be held back one week. If this results in an overpayment of subsistence allowance such overpayment may be deducted from the final pay. New hires must provide payroll information to the Employer on Monday morning of the first week they are employed in order to receive their subsistence on the next pay day.

- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (as applicable) one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.
 - (v) 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 first or last day of a scheduled shift provided the employee reports for work on the work day immediately preceding and following the Statutory Holiday.
- (b) Applicable beyond a 475 kilometer radius of the Cities of Edmonton and Calgary (excluding National Parks and Northwest Territories)

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

- (i) camp accommodation; or
- (ii) suitable board and room as set out in this agreement between the parties hereto; 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 one hundred and ten dollars (\$110.00) per day.

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

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses **24.05(a)(ii)** or **24.05(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. In cases where the decision applies only to Ironworkers the decision will be made by the Joint Conference Committee within five (5) days from the date of referral.

- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the employer's obligations pursuant to this article.
- (e) (i) In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the employer shall provide one of the following options:
- provide suitable room and board; or
 - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director 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. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building trades Council 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:
1. One (1) representative appointed by the Building Trades of Alberta;
 2. One (1) representative appointed by the Coordinating Committee of Registered Employers' Organizations;
 3. One (1) representative appointed by the National Maintenance Council; and
 4. One (1) representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to

the National Maintenance Agreement and / or the General Presidents Agreement.

Appointees shall not 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 majority of 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 the majority of the Committee agrees with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 12.00. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included;
 - In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively

to the date the matter was submitted to the Subsistence Review Committee.

- To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.
 - Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
 - The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
 - Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

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

(f) Applicable to all Regions

- (i)** Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather shall receive their board and room or daily allowance during the period such circumstances where an employee cannot leave his temporary accommodation continue up to a maximum of three (3) days.

If an employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from his employer, the employee will receive a prorated amount of subsistence based upon the number of hours the employee worked in the work day, compared to the regularly scheduled hours of work for the day.

If the employee leaves prior to the normal quitting time with the consent of the employer they will receive the normal daily subsistence allowance for that day.

- (ii) All camps must meet the specifications as negotiated by Building Trades of Alberta and Construction Labour Relations, an Alberta Association **2010 - 2018** camp rules and regulations, or any successor thereto.
- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the BTA/CLRa Camp Rules and Regulations.
- (iv) Where workers are required to check out of camp accommodations for days off at the end of a work cycle it is expected that check in procedures will be optimized to reduce wait times on checking back into camp. Where a problem arises in respect to these procedures the union may request that the matter be dealt with at the next joint union / management liaison committee meeting in respect to that site.

ARTICLE TWENTY FIVE - PAY DAY

25.01 The regular pay day shall be once a week on such days as agreed upon between the Employer and the Local Union, and wages shall be paid before quitting time. Not more than one week's pay may be held back, to enable employers to prepare their payroll. All cheques drawn on out-of-province banks must be certified. Exchange on pay cheques, where applicable, will be paid by the Employer to the employee, on pay day. Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the employee's choice.

Employers shall also have the option to provide electronic pay records and records of employment. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued.

25.02 (a) When Employees are laid off or discharged they shall be paid the wages due to them at the time of layoff or discharge if applicable, except in the case where the Employer has not established a pay office at the jobsite, payment will be mailed within two (2) working days. Upon request, a printed record of employment will be issued.

Employees must advise the payroll department of their employer if they believe their final pay is late. The Employer will then have two working days following notification to get the final pay cheque to the employee. Failure to do so will result in a penalty of four (4) hours at the applicable basic hourly rate of pay for each 24 hour period of delay beyond the two working days within which the pay should have been postmarked. Such intervals shall only be deemed to include working days and shall remain exclusive of week-ends and holidays. It is understood, however, that extenuating circumstances can arise, and that despite all good faith efforts and for reasons beyond the control of the Employer, payments may be delayed. In such cases the onus shall be on

the Employer to notify the Union, prior to the time by which the cheque is required to be available or required to be post marked, of the details of such circumstances. In such cases the payment of the late remittance amount shall be waived.

- (b) When an Employee voluntarily terminates their employment, the Employer will mail their wages to their last known address without undue delay but no later than two (2) working days after termination.
- (c) Any Employee who terminates their employment while away from the project will notify the payroll office immediately and will receive their pay cheque in accordance with this Article. Employees who quit or are terminated for cause while away from the project will have their personal belongings collected by the Union Steward and a representative of their employer who will remove them to the nearest union hall.
- (d) Where the Employer lays off an Employee while the Employee is away from the project, any personal belongings will be shipped prepaid to their last known address unless alternate arrangements have been made.
- (e) The Employer shall make arrangements for the Employees to cash their pay cheques without exchange cost.
- (f) For the purposes of this Article, where an Employer is utilizing electronic banking, the above clauses will apply to the Employees of that Employer with the exception of those Employees who have selected to be paid by direct deposit. In this case the final pay will be paid on the next regular pay day when the time owing would have been normally payable. If this pay is late the four (4) hour late remittance language as set out in **24.03(a)** above will be applicable.

25.03 When men are required to secure accommodation in areas outside the cities of Calgary and Edmonton, the Employer undertakes to make arrangements with the local bank in that area to make any authorized payments which may be required in an emergency.

25.04 Each employee will be allowed sufficient pack-up time upon termination of employment, such time to be determined by the Employer's and the Union's Representative.

25.05 If the Employer determines that an error of overpayment has occurred, and the error has occurred within the previous six months, the Employer shall promptly give notice in writing to the affected employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through one or more subsequent pay periods. The employee shall be given three working days to respond to the notice from the Employer. If the employee agrees with the error and the plan for correction of the error, the plan shall be implemented.

If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional three working days, the Employer may implement the plan to correct the error, recognizing that the Employer may ultimately be responsible for damages and other remedies through the grievance procedure if the Employer is in error.

If the employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union shall provide the Employer with the employees last known contact information.

Where it can be clearly shown that a clerical error in pay calculation has occurred, the Employer shall correct the error by the next following pay period after being notified. Failure to correct the error according to the said timeframe will result in the penalties being applied as per Article **25.02(a)**.

ARTICLE TWENTY SIX - LEAVE OF ABSENCE

26.01 Where possible, the Employer may grant leave of absence, in writing, to any employee for legitimate personal reasons.

ARTICLE TWENTY SEVEN - FOREMEN

27.01 The General Foremen or Foreman shall be the only representative of the Employer to issue instructions to the employees, except in the case where technical advice and instruction is being given.

When two or more Ironworkers are employed, one shall be selected by the Employer to act as Foreman and receive a Foreman's wages.

27.02 Foremen and General Foremen who are Industrial Construction Crew Supervisor (ICCS) designated will be paid additional premiums of one dollar (\$1.00) dollar per hour on industrial construction sites. This premium shall be one dollar and fifty cents (\$1.50) per hour effective May 7, 2017. In no event shall this hourly rate be greater than the applicable overtime rate plus the ICCS premium.

ARTICLE TWENTY EIGHT - WELDING TESTS

28.01 All journeymen welders employed in the construction industry are required to be in possession of the Canadian Welding Bureau Qualification, as specified by the Alberta Ironworkers Apprenticeship and Training Fund, and a valid Alberta Journeyman

Certificate or inter-provincial ticket. All welding apprentices must be indentured through the Alberta Apprenticeship Administration Agency.

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

28.02 An employee who is required to take a welding test and who passes the test and has reported for the test at the appointed time is expected to perform any available work assigned by the Employer for the remainder of that work day. If the Employer has no work available for that day, he shall be paid for the remainder of the day's pay.

28.03 Welders, upon successfully completing such tests, who fail to report for work when notified will not be eligible for such testing time pay.

ARTICLE TWENTY NINE - SAFETY PROVISIONS

29.01 The Employers and Unions recognize that all work shall be performed in accordance with those regulations of the Occupational Health and Safety Act for the Province of Alberta which apply to the Construction Industry.

The Employers and Unions will instruct its representatives and/or members in all standard safety precaution required under the authority of the Occupational Health and Safety Act. The Employer shall also provide all necessary safety equipment as required by the above mentioned regulations.

The Employer shall supply at no cost to all employees, when required; safety helmets, sweat bands, liners, suitable sized leather gloves, and ear protection. For those performing welding operations, welding mitts and liners, welding gloves, welding helmets, welding and burning goggles, non-prescription safety glasses, protective leather jackets or equivalent for welders when required, and proper ventilation equipment. The above safety articles shall be of suitable sizes.

When a workman sustains an injury between starting time and quitting time on the jobsite and is required to be absent because of injury while working on the jobsite, he shall receive the regular rate of wages until he returns to the jobsite up to quitting time as provided for the specific shift.

The Employer will be responsible for supplying Employees with running equipment lockout procedures prior to commencement of work.

29.02 The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule will apply on all work sites. The Parties will cooperate with clients who institute pre-access drug and alcohol testing. Such tests to

be carried out by certified testing laboratories and the test results will be governed by applicable privacy legislation

Canadian Model - References to Alcohol and Drug Policy

(a) Concurrence

Except for the matters set out in Clauses **30.02 (b) and (c)** below, the Canadian Model dated October 8, 2014, Version 5.0 [the ‘Canadian Model’], will be implemented by agreement under this Collective Agreement for the purposes set out in section **1.1** of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.

(b) Random Testing

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

(c) Site Access Testing and Dispatch Conditions

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

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section **5.5** of the Canadian Model will not be applicable to testing pursuant to section **4.7**. In addition, neither the Union nor the individual will be under any obligation under the Canadian Model with respect to such a positive test.

(d) Test Results

The employer, upon request from an employee or former employee, will provide the confidential written report issued pursuant to **4.9** of the Canadian Model in respect to that employee or former employee.

(e) Collection Site Documentation

In the event that an individual’s collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections II (10) and/or III (11) of Appendix A of the *Canadian Model*.

(f) Reasonable Cause and Post Incident Testing

Any drug testing required by the employer pursuant to **4.4, 4.5 or 4.6** of the Canadian Model shall be conducted by oral fluid testing in accordance with **4.8.2** of the Canadian Model.

(g) Point of Collection Testing (POCT)

If an employer requests a worker to participate in a POCT risk assessment pursuant to **4.8.5** of the *Canadian Model* v. 5.0, and the worker provides the urine sample, and the laboratory drug test result is negative, the worker shall be paid for any time the worker would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the worker's conduct in respect to the incident or reasons for the test request. If the worker declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the worker shall not be entitled to any pay for time the worker would have otherwise worked while waiting for the laboratory result.

ARTICLE THIRTY - JOURNEYMEN STRUCTURAL IRONWORKERS

30.01 Journeymen Structural Ironworkers must be capable of climbing, hooking on, connecting and giving signals understandable to a hoisting engineer with a maximum of safety at all times, and must be thoroughly efficient and capable of performing all rigging operations in a safe and satisfactory manner, including but without limiting the generality of the foregoing, the ability to heat or buck up and drive rivets in a manner which will pass rigid inspection. Journeymen must be able to read erection drawings. Employees, when reporting for work, are required to be in possession of the following tools: rigging belt, pocket knife, taper pin, one three hundred (300) millimeter crescent wrench, three (3) meter tape.

ARTICLE THIRTY ONE - SPECIAL TOOLS

31.01 Where special tools are required on special jobs, same will be supplied by the Employer, to be returned to the Employer by men using the same and if not returned, to be paid for by the men. It is agreed by the Employer to paint such tools for Company identification purposes.

31.02 No members of the Union working under the terms of this Agreement will be permitted to furnish, supply or rent to any Employer any equipment used in connection with Ironworkers' work. Except as provided herein, Union members will not engage in work that is in competition to that of their Employers.

31.03 An Ironworker employed on ornamental work shall furnish for his own use all necessary hand tools to enable him to effectively install such work. Tools broken on

the job shall be replaced by the Employer. No worker shall be held responsible for loss of tools or equipment in his charge.

The following is a suggested list of tools for the Ironworker Finisher:

- 1 - 30 cm combination square
- 1 - utility knife
- 1 - 4 sizes - Robertson screw drivers
- 1 - 2 sizes - Phillip screw drivers
- 1 - flat screw driver
- 1 - chisel
- 1 - scriber
- 1 - pair of pliers
- 1 - center punch
- 1 - hack saw & blade
- 1 - rubber mallet
- 1 - pair of vice grips - 20 cm
- 1 - pair of tin snips
- 1 - 5 meter metric tape
- 1 - Torpedo level
- 1 - plumb bob
- 1 - 2 sizes open end wrenches
- 1 - medium file

ARTICLE THIRTY TWO - PROTECTIVE CLOTHING

- 32.01** On abnormally dirty maintenance, revamp and repair work, in which the Ironworkers' clothing may be abnormally or permanently damaged, the Employer shall supply and maintain coveralls at no cost to the Ironworker for all Ironworkers covered by this Agreement. Such coveralls must be returned to the Employer or the cost of the coveralls shall be deducted from the Ironworkers' wages.
- 32.02** Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:
- (a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.
 - (b) On Industrial sites, prescription safety glasses shall be foam sealed frames, if required, compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

ARTICLE THIRTY THREE - WORKSITE CONDITIONS

- 33.01** An adequate supply of suitable drinking water shall be kept readily accessible for workmen. The drinking water shall be supplied from a piping system or from a clean, covered container having a drain faucet and disposable paper cups.
- 33.02** The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.
- 33.03** (a) **Applicable on major Industrial Projects only:**
- A clean, heated place, locked where practical, in which lunches may be eaten shall be provided. Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins are to be provided on all jobs by the Employer, at the commencement of the Employer's phase of the project. Where job conditions do not permit these sanitary facilities to be established, then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition and subject to Union and health department inspection.
- (b) **Applicable on Commercial Projects only:**
- A clean, heated place, locked where practical, in which lunches may be eaten shall be provided. Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins are to be provided on all jobs by the Employer, as soon as job conditions permit. Where such facilities are impractical, portable toilets may be substituted. They will be maintained in a clean and sanitary condition and subject to Union and health department inspection.
- 33.04** Where wash-up facilities are not provided, hand cleaners and paper towels will be made available by the Employer at no cost to the employee.
- 33.05** In the event that sanitary toilet facilities are not provided, no employee will be penalized for leaving the job in case of necessity.
- 33.06** The Employer shall provide Bulletin Boards in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper Official of the Local Union, and submitted to the Management for their approval.

ARTICLE THIRTY FOUR - REIMBURSEMENT FOR LOSS

- 34.01** An Employer will reimburse an employee for tools and work clothing lost or damaged by fire or by theft by forcible entry while on Company property or in the Company change houses, up to a maximum of \$350.00 per employee. Losses in excess of \$350.00 will be considered upon providing verification of loss to the Employer.

ARTICLE THIRTY FIVE - PIECE WORK

- 35.01** The Employer and the Union agree that there will be no piece work of any description.

ARTICLE THIRTY SIX - WAGE AND BENEFIT GUARANTEE CLAUSE

- 36.01** The Union will advise the Employer within seventy-two (72) hours in writing of any delinquency.

If the Employer fails to respond within seventy-two (72) hours of receipt of a notification exclusive of Saturday, Sunday and holidays the Union may require a 10% penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. Should an Employer have been previously in default under the provisions of this clause the Union may require the following:

- (a)** Require the Employer to provide proof of financial responsibility to the Union.
- (b)** Demand that the Employer deposit a Certified Cheque or Cash Deposit of up to five thousand dollars (\$5,000) with Ironworkers Local 720 or Local 725 for use in default of payments.
- (c)** Such Certified Cheque or Cash Deposit plus accrued interest will be returned to the Employer when the Employer has satisfied all obligations in payment of wages and/or contributions and no members of the Union remain on the Employer's payroll.
- (d)** Employers not previously signatory to Locals 720 or 725 Agreement and/or without record of financial responsibility may be required to post, with the Union, a Certified Cheque to insure proper payment of wages and/or contributions to the Ironworker.

ARTICLE THIRTY SEVEN - JOINT CONFERENCE COMMITTEE

37.01 A Joint Conference Committee shall be established to attend to those matters which are of mutual interest to both parties of this Agreement and shall be authorized to investigate, assess and recommend solutions to the various problems of the Industry.

The Joint Conference Committee shall consist of members of the current negotiating committees and shall meet as required when notice is given by either party.

Any interpretation or amendment to this Agreement shall only be implemented after being ratified by each party to this Agreement.

ARTICLE THIRTY EIGHT - EMPLOYER BARGAINING AGENT

38.01 (a) In satisfaction of the Employers' obligations under section 165 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 165 of the Code.

The rate of dues levied by the Association as of the effective date of this collective agreement shall be seven (7¢) per hour for each and every hour worked by employees of the employer that are affected by construction registration certificate no. 48 and by this collective agreement. This amount may be amended from time to time, and notice to the Employer of an amendment shall be sufficient to amend this obligation.

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 165 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.

(b) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Audiometric Program, and for Workforce Development Initiatives such as Helmets to Hardhats Canada and Trade Winds To Success. These amounts may be

applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

- (c) All cost relating to the administration of the fund(s) shall be borne by the above Association.

38.02 Each of the Union Locals agree to provide the Trade Division with a list of those Employers with which it believes it has a bargaining relationship in respect to Registration Certificate #48. Such list is to be updated semi-annually in July and January of each year.

ARTICLE THIRTY NINE - DURATION OF AGREEMENT

39.01 The provisions of this Agreement, except as otherwise herein set out, shall come into effect on **May 1, 2015** and shall terminate **April 30, 2019**.

39.02 After **April 30, 2019** this Agreement shall continue in full force and effect from year to year unless the provisions of clause **40.03** are complied with.

39.03 Should either Party hereto wish to change, add to, delete, amend or cancel any clause or provision contained in this Agreement, notice in writing shall be given to the other Party hereto not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry of the term of the Collective Agreement. Should such notice be given this Agreement will continue in force until such time as the Union or Employer commence a lawful strike or lockout or conclude a new Collective Agreement.

SIGNED this _____ day of _____, 2015

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

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION #720, EDMONTON, AB.**

C.L.R. - A. President (SEAL)

President, Local Union #720 (SEAL)

Business Manager or Agent,
Local Union #720 (SEAL)

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION #725, CALGARY, AB.**

President, Local Union #725 (SEAL)

Business Manager or Agent,
Local Union #725 (SEAL)

APPENDIX "A"

TRADE JURISDICTION

The Employer recognizes the work jurisdiction of the International Association of Bridge, Structural and Ornamental and Reinforcing Ironworkers as set out in the Appendix. Such jurisdiction of work is subject to trade agreements and decisions of record together with any decisions of the Labour Relations Board pursuant to the terms of the Labour Relations Act and amendments thereto.

- (1) The field fabrication, erection, installation, welding, demolition revision, sorting, cutting, bending, moving, hoisting, placing, tying, repairing, and dismantling of reinforcing, structural and miscellaneous steel. Employers may use apprentices to unload, carry to building site and place where Ironworkers will install same.
- (2) Where precast, prestressed, reinforced concrete structural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks, and/or rigging is used, work of loading, unloading, moving and placing to complete erection shall be performed by Ironworkers:
- (3) The unloading, reloading, rigging, moving, handling and placing or removal of all machinery and equipment including the erection and installation of overhead cranes:
- (4) Corrugated sheet metal when fastened to steel framing. The field assembly and installing of metal windows, curtain wall, cladding fastened to structural or architectural members or sections. Employers may use apprentices to unload, carry to building site and hoist this material to the place where Ironworkers will install same.
- (5) This International Association claims for its members the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and non-ferrous metals; fiber reinforced / plastic composite materials; precast prestressed and postressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; aprons, aqueducts, awnings, bar-joist, blast furnaces, book stacks, boilers (sectional water tube and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, culverts, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); roof decking (such as "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck and other dual purpose type roof deck), derricks, docks, domes, dredges, drums, duct and tench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists, (pre-cast, prestressed and postressed), kalomeined doors, kilns, lintels, lockers, locks, louvres, machinery, moving, hoisting,

lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope, marquees, material altered infield such as; framing, cutting bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows, and enclosures, mixers, monorails, multiplate, operating devices, oven pans, panels, (insulated and non-insulated, factory and field assembled), penstocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverisers, racks, railings (including pipe), railroad bridgework and maintenance, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels (metal and precast concrete), spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtains, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, tanks, towers, tracks, tramways, travellers, travelling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, wire work; wrecking and dismantling of all of the above and all housesmith work and submarine diving in connection with or about the same.

- (6) All rigging of machinery and equipment by use of overhead and/or travelling cranes for the purpose of loading, unloading, and placing into approximate positions on foundation, shall be performed by employees covered by this Agreement. This claim is subject to trade agreements and decisions as set out in Article 3 of this Agreement.
- (7) Where structural or reinforcing rebar, steelwork on buildings, bridges, and other structures is dismantled and/or demolished, such work shall be performed by employees covered by this Agreement.
- (8) Where structural or reinforcing steelwork, ornamental iron and metal in buildings, bridges, and other structures is altered, repaired, moved, dismantled and/or re-erected by any method or means, all work involved shall be performed by employees covered by this Agreement.
- (9) The erection or dismantling of all steel falsework, pulling of piling, and the taking down of derricks, travellers and rigging used in the dismantling of any and all steelwork shall be done by employees covered by this Agreement.

The erection and dismantling of all skip hoists used to hoist or lower construction material or equipment shall be done by employees covered by this Agreement.

- (10) Riveting gangs shall be composed of not less than four men at all times. The Employer may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid double time for such time worked before the regular starting time.

Letter of Understanding

Re: Special Project Needs Agreements ('SPNA')

Between

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION:

Ironworkers - Structural (Provincial) Trade Division

and

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRONWORKERS**

Local Union #720 Edmonton, Alberta

Local Union #725 Calgary, Alberta

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2015 to April 30, 2019, 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. A **SPNA** shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
2. An **Owner** is an organization developing an Industrial Construction project in Alberta.
A **Contractor** shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.
The **Building Trades** shall mean the affiliated Unions of the Building Trades of Alberta.
3. An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the 'Coordinating Committee') and shall specify the location of the project and the scope of the work to be performed.
4. If the project gate is beyond daily commuting distance (beyond 125 km of the city centre of either Calgary or Edmonton) the SPNA for the project shall be in the form attached as Template A.
5. If the project gate is within daily commuting distance (within 125 km of the city centre of either Calgary, or Edmonton or within 45 km of the city centre of Red Deer) the SPNA for the project shall be in the form attached as Template B.
6. Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change

to the applicable template shall be the location of the project, the scope of the work and the effective date.

7. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
8. Upon the filing of a grievance under Clause 7, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
9. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31st day after the SPNA is received from the Chair of the Coordinating Committee.
10. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.

SIGNED this _____ day of _____, 2015

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

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION #720, EDMONTON, AB.**

C.L.R. - A. President (SEAL)

President, Local Union #720 (SEAL)

Business Manager or Agent,
Local Union #720 (SEAL)

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION #725, CALGARY, AB.**

President, Local Union #725 (SEAL)

Business Manager or Agent,
Local Union #725 (SEAL)

Letter of Understanding

Re: Rapid Site Access Program

Between

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION:

Ironworkers - Structural (Provincial) Trade Division

and

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRONWORKERS**

Local Union #720 Edmonton, Alberta

WHEREAS:

- 1) The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- 2) The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- 3) Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the 'Canadian Model'), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 4) Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.
- 5) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.
- 6) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.
- 7) In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for

unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.

- 8) Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

NOW THEREFORE, IT IS AGREED between the Parties hereto that:

- (a) Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
- (b) The Union's agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply.
- (c) Subject to (b) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered employers' organization and the Rapid Site Access Administrative Committee.
- (d) For Industrial work, the employer contributions shall be established by the CLR and may be changed by the Board of Directors of Construction Labour Relations - An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. RSAP contributions shall be forwarded to Construction Labour Relations at #207, 2725 - 12th Street NE, Calgary Alberta T2E 7J2. These contributions shall be used by CLR to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
- (e) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is Agreed this _____ day of _____, 2015

**CONSTRUCTION LABOUR RELATIONS –
AN ALBERTA ASSOCIATION –
IRONWORKERS STRUCTURAL
(PROVINCIAL) TRADE DIVISION**

C.L.R. – A President

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING ITORNWORKERS
LOCAL UNION #720, EDMONTON, AB**

President, Local Union #720

Business Manager or Agent, Local Union #720

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND
REINFORCING ITORNWORKERS
LOCAL UNION #725, CALGARY, AB**

President, Local Union #725

Business Manager or Agent, Local Union #725

Letter of Understanding

Re: Referral for Case Managed Aftercare

by and between
Construction Labour Relations – An Alberta Association
Structural Ironworker (Provincial) Trade Division
(the “Association”)

and

The International Association of Bridge, Structural, Ornamental and Structural Ironworkers
Local Unions 720 & 725
(the “Union”)

Whereas

An individual must be referred to a substance abuse expert following a failure to comply with the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the “Canadian Model”). Once the individual is assessed by a substance abuse expert, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert’s recommendations, entering in to a post assessment agreement, and supporting compliance with prescribed aftercare.

Pursuant to the Union’s bylaws, after the Union becomes aware a member has violated the Canadian Model or tested non-negative on a site-access A&D test; the member must be assessed by a substance abuse expert and comply with the resulting recommendations as a condition of being eligible for future dispatches.

There are advantages to referring substance abuse expert recommendations to qualified third party professionals for administration on behalf of the Parties. Third party professionals are positioned to offer a higher level of:

- a) confidentiality,
- b) consistency, and
- c) expertise.

Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

Now therefore, it is Agreed between the Parties hereto that:

- 1) Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Organizational Health Incorporated (third party professionals). Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any collective agreement for which the Union is signatory. Substance abuse expert recommendations shall be shared with a contractor only if they

are in respect to a current employee, one that has contravened article 3 of the Canadian Model while in the employ of that Employer.

- 2) Service providers including Organizational Health Incorporated will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.
- 4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is Agreed this _____ day of _____, 2015

**CONSTRUCTION LABOUR RELATIONS –
AN ALBERTA ASSOCIATION -
IRONWORKERS STRUCTURAL
(PROVINCIAL) TRADE DIVISION**

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION #720, EDMONTON, AB**

C.L.R. - A. President

President, Local Union #720

Business Manager or Agent, Local Union #720

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION #725, CALGARY, AB.**

President, Local Union #725

Business Manager or Agent, Local Union #725