

**AMENDMENT**  
**TO THE**  
**LABOURERS**  
**GENERAL CONSTRUCTION**  
**COLLECTIVE AGREEMENT**

Between

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

Pursuant to Registration Certificate No. 57

and

**THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92  
and  
THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111**

**Part A (Industrial) from May 1, 2011 to April 30, 2015  
Part B (Commercial/Institutional) from May 1, 2011 to April 30, 2015**

***Amended WAGE SCHEDULE effective May 5, 2013***

*Published February 25, 2013  
Amended distribution of May 2013 Wage Adjustment March 28, 2013*

**ARTICLE THIRTEEN - WAGES AND CLASSIFICATIONS****13.01 Industrial Terms and Conditions**

<b>Effective Date</b>	<b>Base Rate</b>	<b>Holiday &amp; Vacation</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Training</b>	<b>Gross Rate</b>
<b>Certified Construction Craft Labourer</b>						
May 1, 2011	33.70	3.37	1.60	4.25	0.45	43.37
May 6, 2012	33.70	3.37	1.60	5.06	0.45	44.18
Nov.4, 2012	34.27	3.43	1.60	5.06	0.45	44.81
May 5, 2013	34.27	3.43	1.74	5.06	0.45	44.95
<b>Uncertified Labourer (93% of Certified Construction Craft Labourer Rate)</b>						
May 1, 2011	31.34	3.13	1.60	4.25	0.45	40.77
May 6, 2012	31.34	3.13	1.60	5.06	0.45	41.58
Nov.4, 2012	31.87	3.19	1.60	5.06	0.45	42.17
May 5, 2013	31.87	3.19	1.74	5.06	0.45	42.31
<b>Trainee 3 (85% of Certified Construction Craft Labourer Rate)</b>						
May 1, 2011	28.65	2.87	1.60	4.25	0.45	37.82
May 6, 2012	28.65	2.87	1.60	5.06	0.45	38.63
Nov.4, 2012	29.13	2.91	1.60	5.06	0.45	39.15
May 5, 2013	29.13	2.91	1.74	5.06	0.45	39.29
<b>Trainee 2 (75% of Certified Construction Craft Labourer Rate)</b>						
May 1, 2011	25.28	2.53	1.60	4.25	0.45	34.11
May 6, 2012	25.28	2.53	1.60	5.06	0.45	34.92
Nov.4, 2012	25.70	2.57	1.60	5.06	0.45	35.38
May 5, 2013	25.70	2.57	1.74	5.06	0.45	35.52
<b>Trainee 1 (65% of Certified Construction Craft Labourer Rate)</b>						
May 1, 2011	21.91	2.19	1.60	4.25	0.45	30.40
May 6, 2012	21.91	2.19	1.60	5.06	0.45	31.21
Nov.4, 2012	22.28	2.23	1.60	5.06	0.45	31.62
May 5, 2013	22.28	2.23	1.74	5.06	0.45	31.76

NOTE – SEE LETTER OF UNDERSTANDING (APPENDIX E) RESPECTING POTENTIAL ADJUSTMENT TO THE WAGE SCHEDULE FOR 2012, 2013, and 2014.

Forthwith after the January wage adjustment calculations in each of 2012, 2013 and 2014, representatives of the Parties shall determine whether any adjustments to the Employer Contributions to the benefit plans will be implemented in conjunction with the respective May wage adjustments. Any such adjustments to Employer Contributions shall be funded through the May gross wage and shall be mutually agreed to by the Trade Division and the Union(s).

PENSION CONTRIBUTION AND WAGE SCHEDULE FOR THOSE EMPLOYEES WHO ARE AGE 62 OR OLDER – see Appendix G for the wage schedule for those employees who elect to be compensated according to and comply with the terms of the Letter of Understanding identified therein.

**ARTICLE THIRTEEN - WAGES AND CLASSIFICATIONS****13.01 APPLICABLE TO COMMERCIAL/INSTITUTIONAL WORK****COMMERCIAL TERMS**

<b>Effective Date</b>	<b>Base Rate</b>	<b>Holiday and Vacation</b>	<b>Health and Welfare</b>	<b>Pension</b>	<b>Training</b>	<b>Gross Rate</b>
<b>Certified Labourer</b>						
<b>May 1, 2011</b>	\$25.22	\$2.52	\$1.35	\$1.80	\$0.10	\$30.99
<b>May 6, 2012</b>	\$25.92	\$2.59	\$1.35	\$1.80	\$0.10	\$31.76
<b>May 5, 2013</b>	\$26.55	\$2.65	\$1.35	\$1.80	\$0.20	\$32.55
<b>May 4, 2014</b>	\$27.28	\$2.73	\$1.35	\$1.80	\$0.20	\$33.36
<b>Uncertified Labourer Rate (93% of Certified Labourers Base Rate)</b>						
<b>May 1, 2011</b>	\$23.45	\$2.35	\$1.35	\$1.80	\$0.10	\$29.05
<b>May 6, 2012</b>	\$24.11	\$2.41	\$1.35	\$1.80	\$0.10	\$29.77
<b>May 5, 2013</b>	\$24.69	\$2.47	\$1.35	\$1.80	\$0.20	\$30.51
<b>May 4, 2014</b>	\$25.37	\$2.54	\$1.35	\$1.80	\$0.20	\$31.26
<b>Entry Level 2 (85% of Certified Labourers Base Rate for 900 hours following completion of Entry Level 1)</b>						
<b>May 1, 2011</b>	\$21.44	\$2.14	\$1.35	\$1.80	\$0.10	\$26.83
<b>May 6, 2012</b>	\$22.03	\$2.20	\$1.35	\$1.80	\$0.10	\$27.48
<b>May 5, 2013</b>	\$22.57	\$2.26	\$1.35	\$1.80	\$0.20	\$28.18
<b>May 4, 2014</b>	\$23.19	\$2.32	\$1.35	\$1.80	\$0.20	\$28.86
<b>Entry Level 1 (73% of Certified Labourers Base Rate for first 300 hours of employment)</b>						
<b>May 1, 2011</b>	\$18.41	\$1.84	\$1.35	\$1.80	\$0.10	\$23.50
<b>May 6, 2012</b>	\$18.92	\$1.89	\$1.35	\$1.80	\$0.10	\$24.06
<b>May 5, 2013</b>	\$19.38	\$1.94	\$1.35	\$1.80	\$0.20	\$24.67
<b>May 4, 2014</b>	\$19.91	\$1.99	\$1.35	\$1.80	\$0.20	\$25.25
<b>Bricklayer Helper</b>						
<b>May 1, 2011</b>	\$27.15	\$2.71	\$1.35	\$1.80	\$0.10	\$33.11
<b>May 6, 2012</b>	\$27.90	\$2.79	\$1.35	\$1.80	\$0.10	\$33.94
<b>May 5, 2013</b>	\$28.58	\$2.86	\$1.35	\$1.80	\$0.20	\$34.79
<b>May 4, 2014</b>	\$29.37	\$2.94	\$1.35	\$1.80	\$0.20	\$35.66
<b>Bricklayer Helper Entry Level 2 (80% of Bricklayer Helper Rate for 900 hours following completion of Entry Level 1)</b>						
<b>May 1, 2011</b>	\$21.72	\$2.17	\$1.35	\$1.80	\$0.10	\$27.14
<b>May 6, 2012</b>	\$22.32	\$2.23	\$1.35	\$1.80	\$0.10	\$27.80
<b>May 5, 2013</b>	\$22.86	\$2.29	\$1.35	\$1.80	\$0.20	\$28.50
<b>May 4, 2014</b>	\$23.50	\$2.35	\$1.35	\$1.80	\$0.20	\$29.20

**Bricklayer Helper Entry Level 2 (74% of Bricklayer Helper Rate for first 300 hours following completion of Entry Level 1)**

<b>Effective Date</b>	<b>Base Rate</b>	<b>Holiday and Vacation</b>	<b>Health and Welfare</b>	<b>Pension</b>	<b>Training</b>	<b>Gross Rate</b>
<b>May 1, 2011</b>	\$20.09	\$2.01	\$1.35	\$1.80	\$0.10	\$25.35
<b>May 6, 2012</b>	\$20.65	\$2.07	\$1.35	\$1.80	\$0.10	\$25.97
<b>May 5, 2013</b>	\$21.15	\$2.12	\$1.35	\$1.80	\$0.20	\$26.62
<b>May 4, 2014</b>	\$21.73	\$2.17	\$1.35	\$1.80	\$0.20	\$27.25

- \* For Entry Level 1 Labourers and Bricklayer Helpers in their first 300 hours of employment, the amount designated as Pension contribution will be submitted by Funds Administrative Services to the Labourers' Training Trust Fund.

Before March 1<sup>st</sup> for each of 2012, 2013 and 2014 wage adjustments, representatives of the Parties shall determine whether any adjustments to the Employer Contributions to the benefit plans will be implemented in conjunction with the respective May wage adjustments. Any such adjustments to Employer Contributions shall be funded through the May gross wage and shall be mutually agreed to by the Trade Division and the Union(s).

PENSION CONTRIBUTION AND WAGE SCHEDULE FOR THOSE EMPLOYEES WHO ARE AGE 62 OR OLDER – see Appendix G for the wage schedule for those employees who elect to be compensated according to and comply with the terms of the Letter of Understanding identified therein.

**Appendix G**  
**AMENDED EFFECTIVE MAY 6, 2012**

**Letter of Understanding**

**by and between**

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION  
LABOURERS (PROVINCIAL) TRADE DIVISION  
(the “Association”)**

**AND**

**THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92  
and  
THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111  
(both together or individually referred to as the “Union(s)”)**

**Re: Pension Contribution Reallocation for Pensioners**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2011 through April 30, 2015 as set out in the said Collective Agreement, and

**Whereas** the Parties mutually desire to have the employer pension contributions contained within said collective agreement ceased and reallocated upon the conditions outlined in this Letter of Understanding being met, and

**Whereas** adjustments to the gross rate are necessary to ensure that the Employer does not incur increased costs for WCB, EI, and CPP charges resulting from a higher base rate, and

**Now Therefore it is Agreed** that the affected employees will be compensated according to the wage schedule contained within this Letter of Understanding upon the following conditions being met:

1. An employee must be age 62 or older and collecting pension benefits from the Labourers' Pension Fund of Western Canada and must produce documentation satisfactory to the Union and the Employer of this, and
2. If the employee is currently working for a particular Employer, then that Employer must receive at least three weeks written notice ( which has been signed and approved by the Union) from that employee of the employee's desire to be compensated according to the wage schedule contained in this Letter of Understanding, and
3. The employee accepts that once starting to be compensated according to the wage schedule contained in this Letter of Understanding with a particular employer then that decision cannot be reversed as long as the employee is in the employ of that employer, and

4. The employee cannot be working for the employer in the Trainee or Entry Level Classification, and
5. If the employee is being dispatched by the union to the employer and desires to be paid according to a wage schedule contained in this Letter of Understanding then the union must provide documentation that satisfies 1, 3, and 4 above.

Upon all of these conditions being met the wage schedule for the affected employees shall be:

**Part A – Industrial Work:**

**Certified Construction Craft Labourer**

Effective Date	Base Rate	Holiday & Vacation	Health & Welfare	Pension	Training	Gross Rate
<b>May 1, 2011</b>	\$36.84	\$3.68	\$1.60	\$0.00	\$0.45	\$42.57
<b>May 6, 2012</b>	\$37.43	\$3.74	\$1.60	\$0.00	\$0.45	\$43.22
<b>Nov.4, 2012</b>	\$38.00	\$3.80	\$1.60	\$0.00	\$0.45	\$43.85
<b>May 5, 2013</b>	\$38.00	\$3.80	\$1.74	\$0.00	\$0.45	\$43.99

**Uncertified Labourer**

<b>Nov. 27, 2011</b>	\$34.47	\$3.45	\$1.60	\$0.00	\$0.45	\$39.97
<b>May 6, 2012</b>	\$35.07	\$3.51	\$1.60	\$0.00	\$0.45	\$40.63
<b>Nov.4, 2012</b>	\$35.60	\$3.56	\$1.60	\$0.00	\$0.45	\$41.21
<b>May 5, 2013</b>	\$35.60	\$3.56	\$1.74	\$0.00	\$0.45	\$41.35

**NOTE – THESE ABOVE WAGE SCHEULES MAY BE MODIFIED IN ACCORDANCE WITH POTENTIAL ADJUSTMENT TO THE WAGE SCHEDULE FOR 2012, 2013, and 2014 NOTED AT ARTICLE 13.01 (INDUSTRIAL PORTION) IN THE COLLECTIVE AGREEMENT.**

**Part B – Commercial Work****Certified Construction Craft Labourer**

<b>Effective Date</b>	<b>Base Rate</b>	<b>Holiday &amp; Vacation</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Training</b>	<b>Gross Rate</b>
<b>May 1, 2011</b>	\$26.54	\$2.65	\$1.35	\$0.00	\$0.10	\$30.64
<b>May 6, 2012</b>	\$27.24	\$2.72	\$1.35	\$0.00	\$0.10	\$31.41
<b>May 5, 2013</b>	\$27.86	\$2.79	\$1.35	\$0.00	\$0.20	\$32.20
<b>May 4, 2014</b>	\$28.60	\$2.86	\$1.35	\$0.00	\$0.20	\$33.01

**Uncertified Labourer**

<b>Nov. 27, 2011</b>	\$24.77	\$2.48	\$1.35	\$0.00	\$0.10	\$28.70
<b>May 6, 2012</b>	\$25.42	\$2.54	\$1.35	\$0.00	\$0.10	\$29.41
<b>May 5, 2013</b>	\$26.01	\$2.60	\$1.35	\$0.00	\$0.20	\$30.16
<b>May 4, 2014</b>	\$26.68	\$2.67	\$1.35	\$0.00	\$0.20	\$30.90

**Bricklayer Helper**

<b>May 1, 2011</b>	\$28.46	\$2.85	\$1.35	\$0.00	\$0.10	\$32.76
<b>May 6, 2012</b>	\$29.22	\$2.92	\$1.35	\$0.00	\$0.10	\$33.59
<b>May 5, 2013</b>	\$29.90	\$2.99	\$1.35	\$0.00	\$0.20	\$34.44
<b>May 4, 2014</b>	\$30.69	\$3.07	\$1.35	\$0.00	\$0.20	\$35.31

**Furthermore**, as part of the conditions for implementing this reallocation of pension contributions the parties agree to the following:

- There are no requirements for the Employer to remit pension contributions under the said collective agreement to the Labourers' Pension Fund of Western Canada on behalf of employees paid according to the wage schedules contained in this Letter of Understanding.
- Should employer pension contributions change during the life of the 2011-2015 collective agreement then the parties will mutually agree to a revised wage schedule that reflects the 2011 ratio of amounts reallocated to Wages and Holiday & Vacation pay to the 2011 employer pension contribution.

**LABOURERS**  
**GENERAL CONSTRUCTION**  
**COLLECTIVE AGREEMENT**

Between

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

Pursuant to Registration Certificate No. 57

and

**THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92  
and  
THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111**

**Part A (Industrial) from May 1, 2011 to April 30, 2015**  
**Part B (Commercial/Institutional) from May 1, 2011 to April 30, 2015**

*Amended WAGE SCHEDULE effective May 6, 2012*  
*Amended WAGE SCHEDULE effective May 5, 2013*

*Published May 1, 2011*



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**REGISTERED COLLECTIVE AGREEMENT**

**Part A May 1, 2011 and Part B May 1, 2011**

**LABOURERS - PROVINCIAL**

**COLLECTIVE AGREEMENT FOR THE GENERAL CONSTRUCTION SECTOR**

**to April 30, 2015**

**between**

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

**(hereinafter referred to as the "Association")**

**on behalf of all Employers who are bound or who subsequently become bound by this  
Collective Agreement through the operation of Registration Certificate #57 (each of which  
Employers is hereinafter referred to as the "Employer")**

**and**

**THE CONSTRUCTION AND GENERAL WORKERS' UNION  
LOCAL 92 (EDMONTON), AND  
THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111  
(CALGARY)**

**(each of which is hereinafter referred to as the "Union")**

**on behalf of all Employees who are bound or who subsequently become bound by this  
Collective Agreement by the operation of Registration Certificate #57**

**(each of which Employees is hereinafter referred to  
as the "Employee")**

**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,** this Agreement witnesseth that the terms of the Collective Agreement  
between the Parties are as follows:

## **PART A: APPLICABLE TO INDUSTRIAL WORK**

When the phrases “this Agreement” or “this Collective Agreement” are used in this Part, they shall, as appropriate, be read as “this Part of this Collective Agreement”.

For the purpose of obtaining gender neutral language in this Agreement, in some instances, plural references shall be read to refer to the singular tense, for example “they” shall mean “he or she” in the singular, and “their” shall mean “his or her” in the singular.

### **ARTICLE ONE - DURATION**

- 1.01** This Agreement shall be in full force and effect from the first day of May, up to and including the 30<sup>th</sup> day of April 2015, and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.
- 1.02** Either party to this Agreement may, not less than sixty (60) days or more than one hundred and twenty (120) days, immediately preceding the expiry date of this Agreement, require by notice in writing to the other party by registered or certified mail, to commence Collective Bargaining for the revision, renewal or replacement of this Collective Agreement. If notice to negotiate has been given, this Agreement shall remain in full force and effect until the commencement of a lawful strike or lockout or until the date that a new Collective Agreement comes into effect.
- 1.03** Notwithstanding 1.02 above, either party to this Collective Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately preceding the expiry date of this Agreement, serve notice to the other party by registered or certified mail of its intent to terminate this Agreement on the expiry date listed in 1.01 above.
- 1.04** The Employer agrees that there shall be no lockout during the term of this Agreement.
- 1.05** The Union agrees that there shall 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.

### **ARTICLE TWO - GEOGRAPHICAL JURISDICTION**

- 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.
- 2.02** The geographical jurisdiction of each Local Union within this Collective Agreement is as defined below:
  - (a) Local 92** - That part of the Province of Alberta, from the south boundary line of Township 40, between the British Columbia and Saskatchewan borders. The jurisdiction of Local 92 shall also include that part of the Northwest Territories directly above the Provinces of Saskatchewan,

Alberta, and British Columbia and that part of Nunavut Territory directly above the Provinces of Saskatchewan and Alberta.

- (b) **Local 1111** - That part of the Province of Alberta, north of the 49th parallel (U.S. border) to the south boundary line of Township 40, between the British Columbia and Saskatchewan borders.

### **ARTICLE THREE - SCOPE**

**3.01** 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, from any and all forms of feed stocks or other sources;
- . Pulp, paper or timber/wood processing mills or sawmills;
- . Toxic waste disposal systems;
- . Production and processing plants for natural gas, liquid petroleum products and manufactured gases;
- . Base/Precious/Other Metal production plants or upgraders of any and all kinds;
- . Pumping stations and compressor stations having a capital value of new construction in excess of twenty-five million dollars;
- . Cement, lime and gypsum plants.

The above definition may be amended as may be mutually agreed by a Committee as set out in 23.02.

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.

**3.02** Commercial and Institutional work for the purposes of this Collective Agreement shall be defined as that work within the scope of Registration Certificate #57 which is not included within the work defined under Article 3.01 of this Agreement.

**3.03** The Employer recognizes the Union as the sole and exclusive bargaining agent for all of the Employer's Employees as listed under the wage classifications in this agreement, and including all Employees operating all hand, electric, or combustion motor driven tools or equipment, necessary for the performance of the work of the above Employees, and also Labourers tending all crafts, including mixing, handling and conveying all materials used by other crafts.

**3.04** The Union recognizes the Association as the sole bargaining agent for those Employers covered by this Agreement.

## **ARTICLE FOUR - TRADE JURISDICTION**

- 4.01** This agreement covers the rate of pay, rules and working conditions for all Labourers and Labour Foremen engaged on work coming within the scope of Registration Certificate #57 including the tending of all crafts, and such work as has traditionally, historically or by area practice been the work of the Labourer.

## **ARTICLE FIVE - UNION RIGHTS (UNION SECURITY)**

- 5.01** A Job Steward shall be recognized on all jobs and shall not be discriminated against. The Steward shall be one of the last members employed provided they are qualified for the classification of the work being performed. The Employer will notify the Business Manager or Representative prior to the dismissal of the Steward, except for reasons of safety. Job Stewards shall be allowed sufficient time to perform their duties provided they have received approval from their immediate supervisor which shall not unreasonably be with-held. All Job Stewards shall be appointed by the Business Manager of the Local Union and the Employer shall be notified in writing.
- 5.02** An Official Representative of the Union shall have access to all jobs covered by this Agreement in carrying out their regular duties after first notifying the Superintendent or person in charge and upon the condition that they shall not interfere with the performance of the work and agrees to comply with all safety regulations on site. Information pertaining to jobsite locations shall be made available to the Union representative upon request.
- 5.03** The Union shall have the right to post approved notices at the designated places on the job. All such notices must be authorized by the Union and approved by the Employer's authorized Representative of the job.
- 5.04** The parties to this Agreement recognize the status of the individual Labourer as a Tradesperson. Neither party shall knowingly allow any Labourer to be discriminated against in respect to their rights under this Agreement, or their rights to fair treatment compared with other Trades in working conditions, camp facilities, transportation and travel time on all job sites. It is understood that this clause is not intended to amend any of the terms of this Collective Agreement.
- 5.05** Except in situations where immediate discharge is warranted, Employers are encouraged to follow a progressive discipline procedure.
- 5.06** Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the "Canadian Model Alcohol Guideline and Work Rules".
- 5.07** The Employer agrees to deduct Union dues, including working dues and Building Trades Dues, as a condition of employment. Initiation fees and assessments shall be deducted immediately when the Employer is presented with the properly signed authorization. Such dues, initiation fees and assessments shall be received by the Secretary-Treasurer of the Union, accompanied by a list of the Employees for whom the deductions are made before the 15th day of the month following the month in which the deductions are made. These deductions shall be submitted to the Secretary-Treasurer of the appropriate Local Union.

## ARTICLE SIX - UNION RECOGNITION AND HIRING PROCEDURE

**6.01** (a) The Employer agrees to hire only members in good standing of Local 92 and Local 1111 through the services of the Union Hall when Employees are required. Members so hired shall be in possession of a referral slip from the Union or the Union agrees to provide necessary referral slips to the Employer before commencement of work. When the Employer calls the Union for workers and the Union is unable to supply competent workers within forty-eight (48) hours, exclusive of Saturdays, Sundays, and Holidays, the Employer may engage new workers directly on the understanding that they shall make application to become members of the Union within fifteen (15) days of commencement of employment. Any such Employee who has not made application to become a member of the Union within the allowed fifteen (15) days shall be terminated.

(b) All Employees who are members in good standing of the Union and all Employees who become members shall, as a condition of employment, maintain their membership in good standing.

(c) Workers dispatched by the Union will be in possession of proof of required qualifications to meet the Employer's dispatch requirements including, but not limited to;

- CSTS, basic Workplace Hazardous Materials Information System (WHMIS) training
- other safety or health related training to meet site specific requirements such as "H2S Alive", "Confined Space Entry", "First Aid", etc.

(d) Workers dispatched by the Union who do not possess the required qualifications, and who are not hired by the contractor for that reason, will not be entitled to show up pay or any traveling expenses or allowances."

(e) When an Employee is terminated and is not eligible for rehire, if the Union is notified in writing by the Employer, such former Employee shall not be dispatched to that same Employer without the express prior permission of the Employer.

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

**6.02** The Employer has the right to name hire supervision and Employees provided such Employees are in good standing with the appropriate Local Union in accordance with the following; (the following numbers are in addition to supervision)

(a) the Employer has the right to name hire the first twenty (20) Employees on any one site.

(b) thereafter the Employer shall have the right to name hire one additional Employee out of every four Employees hired.

The above hiring ratio will not apply to a situation where an Employer has had to reduce their workforce on an individual job temporarily. In such cases the Employer will be able to hire their original Employees back for that job.

On a site where there are numerous contracts for work which involve Labourers, and contractors already on site are bidding for new work on that site in competition with a contractor who is not yet on site, the contractors on site may utilize the name hire provisions of this Clause for work on that contract in order to prevent the off-site contractors from having a competitive advantage due to more access to name hires.

**6.03** On projects located beyond daily commuting distance of Calgary and Edmonton, an Employer may give local resident members of the Union first preference of employment. Where an owner/client places local content hiring preference conditions on multi-trade projects the Parties to this agreement will cooperate in working towards meeting such conditions.

**6.04** The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of local resident member residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of local resident members the Parties will meet and address the issue.

## **ARTICLE SEVEN - MANAGEMENT RIGHTS**

**7.01** Subject only to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including the right to hire and select workers, promote and/or transfer any Employee or to discharge any Employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.

**7.02** Employees party to this Agreement shall work under the conditions herein set out. The Employer shall be given preference in the supplying of Union Employees.

**7.03** Employees who are working or are offered the number of hours employment provided by this Agreement shall not engage in any other employment within the scope of this Agreement, or other work which interferes with their ability to perform their duties, for remuneration.

## **ARTICLE EIGHT - HOLIDAYS AND VACATIONS**

**8.01** All work performed on the following recognized holidays and any such day as may be declared by the Federal or Alberta Governments shall be paid for at the rate of double time (2x), plus any applicable shift differential as follows:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
First Monday in August

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day



- 8.02** Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the Collective Agreement prescribes some or all hours at straight time rates for the regular working day as set out in Article 9.00. Under these circumstances, work performed on the date 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.
- 8.03** No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.
- 8.04** The Employer shall pay to the Employee for each hour worked (not including any pay for time traveled) a vacation allowance equal to six (6) percent of the applicable rate of pay, and a holiday pay allowance equal to four (4) percent of the applicable rate of pay.

## **ARTICLE NINE - HOURS OF WORK**

- 9.01** The following sections are designed to identify the regular hours of work, shift hours and overtime hours and are not to be construed as a guarantee of hours of work per day, per week or with respect to days in any week.
- 9.02** **Work Week**
- The regular working week shall consist of forty (40) hours of employment.
- 9.03** (a) The regular working day shall consist of eight (8) hours of employment normally worked between 7:30 a.m. and 5:00 p.m., Monday through Friday. There shall be a lunch period of one (1) hour or one-half (½) hour duration.
- (b) The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at their option. Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
- 9.04** (a) Shift work is defined as a continuous operation but for lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.
- (b) There shall be a shift premium of \$2.50/hour, for a "second" or a "third" shift.
- (c) There shall be no pyramiding of premiums.
- 9.05** **Overtime** rates shall be as follows:
- (a) The first two hours worked beyond the regular or shift hours as defined in this Article will be paid at one and one-half times (1.5x) the applicable basic rate of pay. Overtime hours beyond two hours in a day, or any work

on Saturdays, Sundays or General Holidays will be paid at two times (2x) the applicable basic rate of pay.

When working a compressed work week pursuant to Clause 9.06 the first ten (10) hours worked on a compressed work week day off (either the Monday or Friday as applicable) will be paid at one and one-half times (1.5x) the applicable basic rate of pay. All other overtime hours will be paid at two times (2x) the applicable basic rate of pay.

- (b) (i) It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. In order to facilitate this, a worker will accumulate one-half shift (either four hours on an eight hour shift or five hours on a ten hour shift) of unpaid personal absence allowance for each month worked up to a maximum accumulation of two full shifts. An initial one-half shift allowance will be credited upon the start of employment with additional units of one-half shift credited in the months worked subsequently, up to the maximum allowance of two shifts. A worker may request that they be preauthorized to take a personal unpaid absence providing they give a minimum of seven calendar days advance notice of their request to their authorized company representative. Where it is not practical to provide seven calendar days notice the worker must provide as much notice as they are capable of, it being understood that less notice may make it more difficult to accommodate a request for time off. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (ii) A worker that is preauthorized to take personal time off pursuant to the above procedure, and who has accumulated sufficient personal absence allowance to cover their absence, 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.
- (iii) Personal absence allowances will be earned on the basis of minimum units of one-half shift and will be utilized on the basis of units of a minimum of one-half shift. An authorized personal absence of up to one-half shift will reduce the accumulated personal absence allowance by one-half shift. If time off exceeds one-half shift, the worker's accumulated personal absence allowance will be reduced by additional one-half shift units.

- (iv) 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, or workers that have been pre-authorized but who do not have sufficient personal absence allowance accumulated, 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.
- (v) The Framework Bargaining Committees agree that they will meet to review the provisions of this Article during the months of March and April of 2013, or earlier should they both agree. The Parties to this Agreement agree that, should the Framework Bargaining Committees arrive at recommendations for changes, they will consider amending this article to conform to such recommendations.

## **9.06**

### **Compressed Work Weeks**

- (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. The Employer may vary the start/quit times by changing the scheduled starting time up to thirty minutes at their option. Variances beyond thirty minutes shall be agreed mutually by the Employer and the Business Representative of the Union.
- (b) When job circumstance merit a change in the hours of work the Employer shall notify the Union Office at least seven (7) calendar days, where practical, before such change becomes effective.
- (c) When a Statutory Holiday falls in a work week then the Union and the Employer shall mutually agree to the work schedule for that week.
- (d) The parties understand and agree that on remote jobsites or where special conditions apply scheduling or extended work weeks/days off may be beneficial to the completion of the work and, in those circumstances, the parties will mutually agree to a work schedule to meet job conditions.

## **9.07 Work Breaks:**

- (a) When a regular work week and/or work day (see 9.02 and 9.03) is being worked then two (2) work breaks of ten (10) minutes duration will be allowed each day during normal working hours, one in the first half and

one in the second half of each shift or shifts. If extended overtime is required, additional work breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break.

- (b) For compressed work weeks (see 9.06) Employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts.

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

If employees are not provided time to commence their lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, they shall be paid at the applicable overtime rate for working through their lunch period.

**9.09** No Employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An Employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

**9.10 Reporting and Call Out Pay**

- (a) When an Employee reports to work at the regular starting time and such Employee is not put to work, the Employee so affected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.
- (b) In order to qualify for show up time, Employees must remain on the jobsite unless otherwise directed by the Employer. Where the Employee(s) are directed to remain at the jobsite for more than two (2) hours they shall be paid for such time at the applicable rate.
- (c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- (d) An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a jobsite where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.
- (e) When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.
- (f) Call Out Pay – Employees called out for work at other than the regular reporting time shall receive a minimum of two (2) hours pay at the Employee's applicable rate in addition to travel time and transportation if applicable. The Employer may require an Employee to perform work during the full two (2) hour call out.

## ARTICLE TEN - OVERTIME MEALS

- 10.01** When Employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10) hour, to provide a meal at no cost to the Employees, for those involved. 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 hour meal period at straight time rates. If no meal and time to consume is provided, the Employer will provide a twenty (\$20.00) dollar meal allowance in lieu of both. Should an Employee be required to continue work, then an additional meal shall be supplied for work in excess of every four (4) hours under the same conditions as above.
- 10.02** When Employees are required to bring their own overtime meals, they will be allowed one-half hour to consume the meal and will be paid for the said time at the applicable hourly rate of pay.
- 10.03** Recognizing emergency situations do arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a meal referred to above.
- 10.04** 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 (½) hour earlier and finish up to one half (½) hour later
- than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 10.01 and 10.02 will not apply unless those provisions are applicable to the rest of the crew.

## ARTICLE ELEVEN - TRANSPORTATION, BOARD AND ROOM

- 11.01** The following conditions as listed in clauses 11.01 to 11.03 will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.
- (a) A forty-five (45) kilometer radius free zone from the center of the cities of Edmonton or Calgary; (Geodetic Monument) or around any place in which Employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument for Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone [subject to 11.01 (a)(i) and 11.01 (a)(ii)].
  - (i) 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.

- (ii) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed 500 (Five Hundred), the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The parties shall take into account such considerations as climate, seasons, road capacity, other projects and industries using the same corridors, workforce curves, and site infrastructure.

## 11.02

- (a) (i) 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 forty-nine cents (\$0.49) 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.

E.G --A Labourer 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 **\$33.70/hr.** = **\$33.70**

Vehicle Allowance:

80 km. @ **\$0.49** per km. = **\$39.20**

for a daily total of **\$72.90**

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

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 Customs and 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 kilometers. 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.

- (ii) When an Employee is being paid subsistence allowance in accordance with Article 11.04 (a)(iii) or (b)(iii), and where 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 kilometers beyond a 45 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation with the above provisions. In the event suitable accommodation within a 45 kilometer radius of the project becomes available, the payment of the travel allowance will cease.
- (b) Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the Employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- (c) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
- (d) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of fifteen (15) minutes beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.
- (e) If an Employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate calculated pursuant to 11.02 (a)(i) above per kilometer traveled if Employees use their own vehicle. Employees shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (f) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.

### **11.03 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 and whose residence is the place where he or she, in the settled routine of his or her life, regularly, normally or customarily lives, with the underlying premise that everyone must be a resident somewhere. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.

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.

### **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 Council and of the Coordinating Committee, shall determine the individual's acceptability as to residency only. The Liaison 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 residents.

### **Guidelines for Determining "Real Residency"**

In making the determination as to whether a person is a "Local Resident" for the purposes of the Project Terms, the following factors will be taken into consideration:

- (a) the dwelling place of the person's spouse and dependents;
- (b) personal property and social ties to the community;
- (c) residential ties elsewhere;
- (d) permanence and purpose of residence in a particular community;
- (e) documentation of:
  - (i) property tax or 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 registration.
- (b) Local residents residing within a forty-five (45) km radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.

Local residents residing between a forty-five (45) km radius and a seventy-five (75) km radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel



allowance of \$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 \$19.00 will be paid for each day worked.

- (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, local resident employees shall be provided the same noon meal arrangements without cost to themselves. In those instances where bagged lunches are provided to camp residents and hot soup is provided on the job site, local residents shall also be entitled to receive hot soup.
- (d) Where a local resident employee is required to work overtime, they 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 tradespeople 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.

#### **ACCOMMODATION, ROOM & BOARD**

**11.04 (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) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of 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](http://www.clra.org).
- (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 Employees presents a bona-fide commercial receipt to their Employer for each occasion the accommodation is used. Where the Employer or their client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

Board and room will be supplied or the daily expense allowance will be paid for any statutory holiday observed on a regularly scheduled work day immediately preceding and following work days normally paid at straight time rates provided the employee reports for work on the work day immediately preceding and following the statutory holiday.

**(b) Applicable beyond a 475 kilometer radius of the Cities of Edmonton and Calgary (excluding National Parks and Northwest Territories)**

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

- (i) camp accommodation; or
- (ii) Mutually agreed room and board, or subsistence allowance as follows.
- (iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of 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](http://www.clra.org).

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

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to clauses 11.04(a)(ii) or 11.04(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered Employers' organizations, which committee shall make a final and binding decision within five days from the date of referral.
- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the Employer's obligations pursuant to this article.
- (e)
  - (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
    - provide suitable room and board; or
    - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or

- the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the 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 one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

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

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 15.06. 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 and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work (or other days as set out in 11.04 (b)).
- To be eligible for board and room or daily allowance in these circumstances Employees must have been unable to return to their primary Alberta residence due to the medical, work , site or weather conditions.

- In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
  - It is expected that circumstances to which this provision applies will be of short duration.
  - For the purposes of this Article, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary residence shall be deemed to be Edmonton or Calgary, which ever is nearest.
- (i.1) If an Employee chooses to leave before the completion of the shift without the consent of the Employer they will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an Employee chooses to leave before the completion of the shift with the consent of the Employer they will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.
- (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 B.T.A. / C.L.R.A. Camp Rules and Regulations.
- (iv) If an Employee who is housed in a camp, is required by the Employer to transfer from one camp room to another, the Employee shall be paid two hours pay at the straight time base rate as full compensation for the time to move belongings.

#### **11.05 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES**

- (a) Employees directed or dispatched to a project / jobsite from which they do not return daily shall be paid travel allowance for initial travel and transportation to the project and return, upon termination of the job or their employment, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:
- (i) up to 200 kilometers - \$84.00;
  - (ii) 201 kilometers to 300 kilometers - \$120.00 each way;
  - (iii) 301 kilometers to 375 kilometers, and the Empress area \$144.00;
  - (iv) over 375 kilometers to 475 kilometers \$216.00 each way, or actual Airfare if suitable proof of air transport is provided to the Employer
  - (v) over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of \$330.00 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 set out herein shall be subject to review in January 2013 and January 2014. In the event that there is an adjustment in the vehicle allowance, pursuant to article 11.02 (a)(i) for 2013 and / or 2014, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1<sup>st</sup> of the respective year. For example, if for 2013, 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 1<sup>st</sup> of May, 2013.

(a.1) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid.

(a.2)

- 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 a one day of rest scheduled within consecutive scheduled days), an employee, at the time of dispatch, will be allowed to elect to use the provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article **11.02(b)**.
- 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.

(b)

- Employees will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for fifteen (15) calendar days.
- If the Employee remains on the job until the completion of thirty (30) calendar days, the Employee shall qualify for return transportation allowance to be paid with their final pay at the subject site.
- If prior to having qualified for either transportation allowance, the Employee is laid off, or the job is completed, or the Employee is transferred to a different work site which is outside the area for which the transportation allowance was to apply, 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 area 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 leave.

#### **11.06 ROTATIONAL LEAVE (TURNAROUNDS)**

**[There is an agreed interpretation of the below provisions that clarifies that the interpretation is that time spent off the 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 counted towards the accumulation of calendar days credited towards earning a turnaround leave. A June 1, 2004 letter of interpretation signed on behalf of the Coordinating Committee and the ABTC confirms this understanding.]**

- (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 \$168.00 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 Employees accept Employer supplied transportation they 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) The Rotational Leave Allowances set out herein shall be subject to review in January 2013 and January 2014. In the event that there is an adjustment in the vehicle allowance, pursuant to article 11.02 (a)(i) for 2013 and / or 2014, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1<sup>st</sup> of the respective year. For example, if for 2013, 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 1<sup>st</sup> of May, 2013.

- (c) On jobs located beyond a Four Hundred and Seventy-five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
  - (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of \$300.00 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.
- (d) 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.
- (e) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the provisions of 11.05 (a.2) above.

## **ARTICLE TWELVE - WORKING CONDITIONS**

- 12.01** The Employer shall provide suitable, clean and enclosed sanitary facilities, heated in cold weather and as soon as job conditions permit, modern flush toilets, urinals and wash basins are to be provided on all jobs by the Employer.
- 12.02** The Employer shall provide a lunch room of adequate size, heated in cold weather and kept clean. This lunch room shall not be used as a storage room. Drinking water, in closed containers, to be replaced daily and more often, if necessary, on hot days and individual paper cups shall be provided on all jobs.
- 12.03** Protective clothing which is not normally worn by the Employee in the ordinary performance of their work shall be supplied by the Employer at no expense to the Employee.
- 12.04** Starting and quitting time shall be at the Employee's station of work or at the location agreed in the pre-job mark-up meeting. Where a pre-job mark-up has not been held, the starting and quitting points shall be mutually determined between the Employer and the Business Manager of the Union.
- 12.05** Employees will not be required to work less than the regular hours as outlined in Article 9.00 of this Agreement because of the starting and quitting time of any trade engaged on the job.
- 12.06** An Employee who is injured in the course of performing their duties on the job the Employee shall be paid for that portion of the regular work day for which the Employee was unable to continue work.



- 12.07** A copy of the Occupational Health and Safety Inspector's report shall be posted at the project or job site lunch rooms.

## ARTICLE THIRTEEN - WAGES AND CLASSIFICATIONS

### 13.01 Industrial Terms and Conditions

#### Certified Construction Craft Labourer

Effective Date	Base Rate	Holiday & Vacation	Health & Welfare	Pension	Training	Gross Rate
May 1, 2011	\$33.70	\$3.37	\$1.60	\$4.25	\$0.45	\$43.37

#### Uncertified Labourer (93% of Certified Construction Craft Labourer Rate)

May 1, 2011	31.34	\$3.13	\$1.60	\$4.25	\$0.45	\$40.77
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#### Trainee 3 (85% of Certified Construction Craft Labourer Rate)

Effective Date	Base Rate	Holiday & Vacation	Health & Welfare	Pension	Training	Gross Rate
May 1, 2011	\$28.65	\$2.87	\$1.60	\$4.25	\$0.45	\$37.82

#### Trainee 2 (75% of Certified Construction Craft Labourer Rate)

May 1, 2011	\$25.28	\$2.53	\$1.60	\$4.25	\$0.45	\$34.11
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#### Trainee 1 (65% of Certified Construction Craft Labourer Rate)

May 1, 2011	\$21.91	\$2.19	\$1.60	\$4.25	\$0.45	\$30.40
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NOTE – SEE LETTER OF UNDERSTANDING (APPENDIX E) RESPECTING POTENTIAL ADJUSTMENT TO THE WAGE SCHEDULE FOR 2012, 2013, and 2014.

Forthwith after the January wage adjustment calculations in each of 2012, 2013 and 2014, representatives of the Parties shall determine whether any adjustments to the Employer Contributions to the benefit plans will be implemented in conjunction with the respective May wage adjustments. Any such adjustments to Employer Contributions shall be funded through the May gross wage and shall be mutually agreed to by the Trade Division and the Union(s).

PENSION CONTRIBUTION AND WAGE SCHEDULE FOR THOSE EMPLOYEES WHO ARE AGE 62 OR OLDER – see Appendix G for the wage schedule for those employees who elect to be compensated according to and comply with the terms of the Letter of Understanding identified therein.

- 13.02** Trainee rates for those participating in the Construction Craft Labourer Trainee Program are set at 65% of the Certified Labourer rate for the first 300 hours, 75% of the Certified Labourer rate for the next 1000 hours, and 85% for the next 1000 hours. In order to advance to the next level the trainee must have met the

standards of the Construction Craft Labourer Regulations. Employers will comply with the requirements of the Alberta Apprenticeship and Industry Training Act for the advancement of Construction Craft Labourer Trainees.

An Employer may employ 1 trainee for each 3 labourers (either certified or non-certified) employed.

**13.03** Effective May 1, 1998 there shall be two categories of labourer. The first will be a labourer who has completed their training program and become certified or been grandfathered under the Construction Craft Labourer Regulations for the Province of Alberta. This shall become the Certified Construction Craft Labour rate. The other category will be for a labourer who has worked more than 3000 hours as a labourer but who has not applied for grandfathering or has not been certified under the Construction Craft Labourer Program. This shall become the Non-Certified Labourer Rate. The Trainee rates shall be at the same percentages stipulated in 13.02 of the Certified Labourer rate.

**13.04** (a) **Labour Foremen** shall receive not less than ten (10) percent per hour over the highest classification working under them. Labour Foremen shall be those workers who normally do Labourers' craft work during the course of their employment and/or are designated as Labour Foremen on the company payroll.

(b) Where the Employer employs a labourer crew(s) performing work which falls exclusively within the scope of this Agreement and such crew(s) warrants a foreman/ foremen being appointed, then such foreman/foremen will be members of the Labourers' Union. All instructions, in such cases, will be given by the labourer foreman.

**13.05** (a) If any Contractor is found by the Trustees of the respective funds to be in default in remitting payments required to be made pursuant to Articles 16, 17, and 18 of the Agreement and if such default continues for 20 days thereafter, the contractor shall pay to the applicable Trust Fund as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for each month or part thereof in which the contractor is in default. The failure to pay each month shall constitute a separate offense, and shall subject the Contractor to the 10% payment. Thereafter interest shall run at the rate of 2% per month on any unpaid arrears, including liquidated damages.

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

(c) In those instances where an Employer may be delinquent on the payment of remittances pursuant to Articles 16, 17 and 18 of the Agreement it shall

remain the responsibility of the Employer to ensure that all outstanding remittance forms are filled out completely, and provided monthly to the Union and/or affected Trust Funds.

#### **ARTICLE FOURTEEN - PAYMENT CONDITIONS**

- 14.01**
- (a) Employees shall be paid by cheque or by direct deposit to the bank account of the Employee's choice weekly and not more than five (5) days' pay may be held back, unless other arrangements are made between the Employer and the Union. Employees paid by cheque are to be paid before the end of their regular shift, except when they are required to work a second or third shift on pay day, in which case they shall be paid on the preceding day. Employees paid by direct deposit will have the deposit made on pay day.
  - (b) When Employees are laid-off or discharged, they shall be paid the wages due to them and given their record of employment, not later than the next regular pay day. In the case where the Employer pays by cheque and has not established a pay office at the jobsite payment will be mailed within one (1) working day. Employees paid by direct deposit will be paid on the next regular pay day when the time owing would have been normally payable.
  - (c) When an employee voluntarily terminates their employment the Employer will pay their wages on the next regular pay day when the time owing would have been normally payable.
  - (d) Any Employee who terminates their employment while away from the project will notify the payroll office immediately and will receive their paycheque in accordance with this Article and their personal belongings may be shipped collect to their last known address unless previous arrangements have been made.
  - (e) Where the Employer terminates or lays-off an Employee while away from the project, any personal belongings will be shipped prepaid to their last known address unless alternative arrangements have been made.
  - (f) The Employer shall make arrangements for the Employees to cash their paycheques without exchange cost at a chartered bank.
- 14.02**
- The Employer agrees to provide, each pay period, a complete statement for each Employee showing dates of payroll period covered, social insurance number and showing separate totals of the following:
- (a) straight-time hours paid
  - (b) overtime hours paid
  - (c) shift premium paid
  - (d) Statutory Holiday pay
  - (e) vacation pay
  - (f) travel time
  - (g) subsistence allowance
- 14.03**
- The Employer shall further provide each Employee with a statement of their earnings for each pay period showing all amounts deducted.

- 14.04** Statutory Holiday pay and vacation pay shall be paid to each Employee every pay period.
- 14.05** **Payroll Failures.** Where there have been recent instances of payroll failures by an Employer affecting Employees under the terms of this Agreement, the Union shall have the right to require that Employer to provide proof of financial responsibility or require that payment of wages and other payroll requirements be by cash or certified cheque **paid weekly**.
- 14.06** If an Employer fails to pay the monies due as stated under 14.01 of this part of this Agreement, the Employer shall pay the Employee(s) for such time, up to a maximum of four (4) hours pay for each twenty-four (24) hours that the Employee has been kept waiting for their monies, commencing with the day after the Employer has been notified by the Union, on behalf of the Employee, of non-receipt of pay. This time period shall exclude Saturdays, Sundays, and Statutory Holidays.
- No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due as stated under 14.01. The Employer shall mail the balance due within twenty-four (24) hours or as agreed to between the Employer and the Union.

## **ARTICLE FIFTEEN - GRIEVANCE PROCEDURE**

- 15.01** All differences between the Employer or 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 negotiation or as hereinafter provided. All time limits in this Article may be extended only by mutual consent between the Employer or the Trade Division and the Union.
- 15.02** In the event that either the Employer, Trade Division, or the Union wish to process a grievance covering the interpretation, application, operation, or an alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within twenty (20) days (excluding Saturdays, Sundays, and holidays) of the event giving rise to the grievance and proceed to 15.04 or 15.05-15.10 below.
- 15.03** In the event of any dispute arising out of this Agreement between the Employer and an employee, the following procedure will be followed:
- (a) An aggrieved party shall within five (5) days (excluding Saturdays, Sundays, and holidays) of the alleged violation submit his complaint in writing to the Steward (or where no Steward is present, the Business Representative of the Union) who shall endeavour to settle the complaint between the employee and his/her immediate supervisor.
  - (b) If the complaint is not then settled it shall be referred to the Management of the Employer and an official representative of the Union within five (5) days, (excluding Saturdays, Sundays, and holidays).

- (c) If the complaint is not then settled within five (5) days (excluding Saturdays, Sundays and holidays) the grievance shall be filed in writing within a further five (5) days (excluding Saturdays, Sundays and holidays) 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 referred for resolution to arbitration pursuant to 15.05-15.10 or utilize 15.04 as a Pre-Arbitration Process.

#### **15.04**

##### **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 shall 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 shall 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.

**15.05** If the complaint is not settled following the preceding steps of the Grievance procedure, it shall be referred to an Arbitration Board within the time limits set out in 15.04 (b) or 15.04 (g) above; by mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) by the Union and a neutral Chairperson by its members. Each party shall bear the expense of their appointee.

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

Alternatively, the matter may be referred to a single Arbitrator if mutually agreed in writing between the Employer or Trade Division and the Union.

**15.06** The parties agree that the unsuccessful party will pay the fees and expenses of the arbitrator.

**15.07** The arbitrator shall give their decision not later than fourteen (14) days after their appointment except with the consent of both parties, such limitation of time may be extended.

**15.08** If both Chairs of the Negotiating Committees signatory to this Agreement agree to the intent of any Article in this Agreement, the arbitrator shall accept that as evidence at the grievance hearing.

**15.09** The arbitrator 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, except as provided for in the Labour Relations Code.

**15.10** The parties agree that an award of such arbitrator may be enforced under the proper provisions of the Labour Relations Code.

## **ARTICLE SIXTEEN - HEALTH AND WELFARE**

**16.01** The parties hereto acknowledge the Laborers' Health & Welfare Trust Fund of Western Canada. Each Employer signatory hereto shall contribute the amount specified in Article 13.01 for each and every hour worked by an Employee under the job classifications set out in the Agreement. Contributions shall be made on the basis of full or half hours and shall be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from the Employee's wages. Such contributions are in excess of wages rates set out in the Agreement and do not constitute a payment of wages or any portion of a payment of wages.

- 16.02** Upon the wages of an Employee becoming due, the contributions outlined in Article 16.01 shall be calculated by the Employer and set aside for the Trustees of the said Fund and the gross contributions for the Employer for all hours worked by all Employees in the said classifications in a month shall be forwarded by the Employer to the said Fund at:  
**9th Floor, 9707 - 110 Street,  
Edmonton, Alberta  
T5K 3T4,**
- no later than the fifteenth (15th) day of the following month.
- 16.03** It is understood that the contributions negotiated under this Article are for the benefit of members of the Union as recognized by the Trustees of the said Fund who shall continue to have full discretion to make, from time to time, reasonable rules in this respect.
- 16.04** Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employers' pay records and the Employer hereby agrees to any such inspection.
- 16.05** Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.
- 16.06** Where an Employee performs work that would require the Employer to contribute hourly contributions to the Health and Welfare Trust Fund in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

## **ARTICLE SEVENTEEN - PENSION**

- 17.01** The Employer will pay into the Laborers' Pension Fund of Western Canada the amount specified in Article 13.01 for all hours worked by Employees covered by this Agreement. The Employer agrees to contribute for each and every hour worked by an Employee under the job classifications set out in the Agreement.
- Contributions shall be made on the basis of full or half hours and shall be made on the basis of hours **earned**.
- 17.02** All payments shall be made not later than the fifteenth (15th) day of the month following the month for which the payment is to be made.

- 17.03** Payment to be forwarded to the Laborers' Pension Fund of Western Canada located at:

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

- 17.04** or such other place as the Trustees may designate from time to time.  
Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employers' pay records and the Employer hereby agrees to any such inspection.

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

- 17.06** Where an Employee performs work that would require the Employer to contribute hourly contributions to the Laborers' Pension Fund of Western Canada in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

## **ARTICLE EIGHTEEN - TRAINING**

- 18.01** The purpose of the Training Fund shall be to provide workers the opportunity to acquire and improve their skills.
- 18.02** The Fund shall be administered by a Board of Trustees with equal representation from the Union and the Employers.
- 18.03** The Employer will contribute the amount specified in Article 13.01 for each hour worked by each Employee covered by this Agreement.
- 18.04** Such contributions shall be remitted to the Construction & General Workers' Training Trust Fund of Alberta and Northwest Territories, and be payable by the fifteenth (15th) day of the month following. Payment to be forwarded to this Fund at the following address:

**Construction & General Workers' Training Trust Fund of Alberta  
and Northwest Territories  
9<sup>th</sup> Floor, 9707 – 110 St.  
Edmonton, Alberta  
T5K 3T4**



- 18.05** Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employers' pay records and the Employer hereby agrees to any such inspection.
- 18.06** Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.
- 18.07** Where an Employee performs work that would require the Employer to contribute hourly contributions to the Training Trust Fund in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

#### **ARTICLE NINETEEN - PRE-JOB CONFERENCE AND MARK-UP MEETING**

- 19.01** For continuous and harmonious labour relations, the Employer agrees that in the event a Pre-Job Conference or Mark-Up Meeting is arranged, the appropriate Local Union shall be notified prior to the Conference.
- 19.02** The purpose of the Pre-Job Conference and Mark-Up meeting is to discuss such matters as work assignments, construction methods and scheduling, manpower requirements, safety, equipment lists and other job related matters.

#### **ARTICLE TWENTY - JURISDICTIONAL DISPUTES**

- 20.01** There shall be no strikes or lock-outs by the Union or the Employer during the term of this Agreement because of a jurisdictional dispute.
- 20.02** When requested by the Union, where feasible, the Employer shall furnish to the Local Office of the Union a signed letter on Employer stationery stating that the Labourers were assigned and employed on certain items of work in accordance with jurisdictional Agreements which will be specified for that given project.
- 20.03** In the event of a jurisdictional dispute the Employer shall make an immediate assignment, in writing, of the disputed work and shall not change the assignment until a settlement is reached between the disputing parties. If no settlement is effected then the dispute will be settled finally, in accordance with the procedures outlined in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

## **ARTICLE TWENTY-ONE - SUBCONTRACTING**

- 21.01 a)** The Employer agrees that they will not subcontract work within the scope of this agreement to a contractor that does not agree to be bound by the terms and conditions of this agreement.

## **ARTICLE TWENTY-TWO - SAVING CLAUSE**

- 22.01** If any provision of this Agreement is in conflict with the laws or regulations of Canada or Alberta, such provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared this provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days' notice of either upon the other, shall commence negotiations the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with the Grievance & Arbitration provisions of this Agreement.

## **ARTICLE TWENTY-THREE - SPECIAL PROVISIONS**

- 23.01** Stacks, chimneys and silos, as covered under the scope of the National Agreement for Canada, October, 1982, are excluded from this Agreement.
- 23.02** A Consultative Committee, two (2) from each Union Local (total of four (4)), and four (4) from the CLR-A shall be established. A quorum shall be a minimum of one (1) representative from each Local Union and a minimum of two (2) representatives from the CLR-A.

This Committee may agree to recommend changes to the provisions of this Agreement to provide for greater uniformity and/or conditions unique to the special needs of the industry. Mutual agreement requires the agreement of both Local Unions and the CLR-A.

Any changes to the Agreement must be ratified by the CLR-A Labourers (Provincial) Trade Division and Local No. 92 and Local No. 1111 before they are implemented.

## **ARTICLE TWENTY-FOUR - ENABLING**

- 24.01** It is recognized that from time to time certain terms and conditions of employment for Labourers may require alteration from those contained in this Collective Agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Requests for such amendments must be made by the CLR-A on behalf of the Contractor(s) affected and agreed by the Business Manager of the appropriate Local Union except as provided for below.

- 24.02** Special Project Needs will be applied in accordance with the attached Appendix F (Special Project Needs Agreements – Letter of Understanding).

## **ARTICLE TWENTY-FIVE - FILING OF COPIES**

- 25.01** A copy of the Agreement shall be deposited with Alberta Employment Immigration and Industry and within one (1) month of the date of signing.

## **ARTICLE TWENTY-SIX - EMPLOYER ASSOCIATION FUNDS**

- 26.01** The Employer shall complete and forward, with the contributions the reporting forms as required.

- (a) In satisfaction of the Employers' obligations to the Association under section 165 of the *Alberta Labour Relations Code* and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to Construction Labour Relations - An Alberta Association (the "C.L.R.") the contribution rates for C.L.R. sponsored initiatives, and the hourly dues levied by the C.L.R. pursuant to section 165 of the *Code* and pursuant to this Collective Agreement. The amounts of the contribution rates and dues shall be established by the C.L.R., and any or all of them 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.
- (b) In the event of a failure on the part of any Employer to contribute to the Association the contribution rates and dues required to be contributed pursuant to section 165 of the *Labour Relations Code* and pursuant to this article, 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 in its own name against the subject Employer. Such a grievance may be referred by the Association to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the arbitration tribunal shall be the Association and 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.
- (c) All cost relating to the administration of the fund(s) shall be borne by the Association.

## **ARTICLE TWENTY-SEVEN - SAFETY PROVISIONS**

### **27.01 Drug and Alcohol Policy**

#### Concurrence

The Parties are committed to ensuring insofar as possible the health and safety of every employee, the Canadian Model dated October 2005, as updated by the 2010 Addendum [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.

#### 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.

#### 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 dated October 2005 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.

#### 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.

#### 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.

## **ARTICLE TWENTY-EIGHT - CANADIAN FORCES RESERVES**

**28.01** 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 12<sup>th</sup>, 2010.

## **PART B: APPLICABLE TO COMMERCIAL/INSTITUTIONAL WORK**

When the phrases “this Agreement” or “this Collective Agreement” are used in this Part, they shall, as appropriate, be read as “this Part of this Collective Agreement”.

For the purpose of obtaining gender neutral language in this Agreement, in some instances, plural references shall be read to refer to the singular tense, for example “they” shall mean “he or she” in the singular, and “their” shall mean “his or her” in the singular.

### **ARTICLE ONE - DURATION**

- 1.01** This Agreement shall be in full force and effect from the first day of May, 2011, up to and including the 30<sup>th</sup> day of April 2011, and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.
- 1.02** Either party to this Agreement may, not less than sixty (60) days or more than one hundred and twenty (120) days, immediately preceding the expiry date of this Agreement, require by notice in writing to the other party by registered or certified mail, to commence Collective Bargaining for the revision, renewal or replacement of this Collective Agreement. If notice to negotiate has been given, this Agreement shall remain in full force and effect until the commencement of a lawful strike or lockout or until the date that a new Collective Agreement comes into effect.
- 1.03** Notwithstanding 1.02 above, either party to this Collective Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days immediately preceding the expiry date of this Agreement, serve notice to the other party by registered or certified mail of its intent to terminate this Agreement on the expiry date listed in 1.01 above.
- 1.04** The Employer agrees that there shall be no lockout during the term of this Agreement.
- 1.05** The Union agrees that there shall 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.

### **ARTICLE TWO - GEOGRAPHICAL JURISDICTION**

- 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.
- 2.02** The geographical jurisdiction of each Local Union within this Collective Agreement is as defined below:
- (a) **Local 92** - That part of the Province of Alberta, from the south boundary line of Township 40, between the British Columbia and Saskatchewan borders. The jurisdiction of Local 92 shall also include that part of the

Northwest Territories directly above the Provinces of Saskatchewan, Alberta, and British Columbia and that part of Nunavut Territory directly above the Provinces of Saskatchewan and Alberta.

- (b) **Local 1111** - That part of the Province of Alberta, north of the 49th parallel (U.S. border) to the south boundary line of Township 40, between the British Columbia and Saskatchewan borders.

### ARTICLE THREE - SCOPE

**3.01** 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, from any and all forms of feed stocks or other sources;
- . Pulp, paper or timber/wood processing mills or sawmills;
- . Toxic waste disposal systems;
- . Production and processing plants for natural gas, liquid petroleum products and manufactured gases;
- . Base/Precious/Other Metal production plants or upgraders of any and all kinds;
- . Pumping stations and compressor stations having a capital value of new construction in excess of twenty-five million dollars;
- . Cement, lime and gypsum plants.

The above definition may be amended as may be mutually agreed by a Committee as set out in 23.02. Work with respect to the above definition is addressed by Part A of this Agreement.

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.

**3.02** Commercial and Institutional work for the purposes of this Collective Agreement shall be defined as that work within the scope of Registration Certificate #57 which is not included within the work defined under Article 3.01 of this Agreement.

**3.03** The Employer recognizes the Union as the sole and exclusive bargaining agent for all of the Employer's Employees as listed under the wage classifications in this agreement, and including all Employees operating all hand, electric, or combustion motor driven tools or equipment, necessary for the performance of the work of the above Employees, and also Labourers tending all crafts, including mixing, handling and conveying all materials used by other crafts.

**3.04** The Union recognizes the Association as the sole bargaining agent for those Employers covered by this Agreement.

## **ARTICLE FOUR - TRADE JURISDICTION**

- 4.01** This agreement covers the rate of pay, rules and working conditions for all Labourers and Labour Foremen engaged on work coming within the scope of Registration Certificate #57 including the tending of all crafts, and such work as has traditionally, historically or by area practice been the work of the Labourer.

## **ARTICLE FIVE - UNION RIGHTS (UNION SECURITY)**

- 5.01** A Job Steward shall be recognized on all jobs and shall not be discriminated against. The Steward shall be one of the last members employed provided they are qualified for the classification of the work being performed. The Employer will notify the Business Manager or Representative prior to the dismissal of the Steward, except for reasons of safety. Job Stewards shall be allowed sufficient time to perform their duties provided they have received approval from their immediate supervisor which shall not unreasonably be with-held. All Job Stewards shall be appointed by the Business Manager of the Local Union and the Employer shall be notified in writing.
- 5.02** An Official Representative of the Union shall have access to all jobs covered by this Agreement in carrying out their regular duties after first notifying the Superintendent or person in charge and upon the condition that they shall not interfere with the performance of the work and agrees to comply with all safety regulations on site. Information pertaining to jobsite locations shall be made available to the Union representative upon request.
- 5.03** The Union shall have the right to post approved notices at the designated places on the job. All such notices must be authorized by the Union and approved by the Employer's authorized Representative of the job.
- 5.04** The parties to this Agreement recognize the status of the individual Labourer as a Tradesperson. Neither party shall knowingly allow any Labourer to be discriminated against in respect to their rights under this Agreement, or their rights to fair treatment compared with other Trades in working conditions, camp facilities, transportation and travel time on all job sites. It is understood that this clause is not intended to amend any of the terms of this Collective Agreement.
- 5.05** Except in situations where immediate discharge is warranted, Employers are encouraged to follow a progressive discipline procedure.
- 5.06** Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the "Canadian Model Alcohol Guidelines and Work Rules".
- 5.07** The Employer agrees to deduct Union dues, including working dues and Building Trades Dues, as a condition of employment. Initiation fees and assessments shall be deducted immediately when the Employer is presented with the properly signed authorization. Such dues, initiation fees and assessments shall be received by the Secretary-Treasurer of the Union, accompanied by a list of the Employees for whom the deductions are made before the 15th day of the month following the month in which the deductions are made. These deductions shall be submitted to the Secretary-Treasurer of the appropriate Local Union.



## **ARTICLE SIX - UNION RECOGNITION AND HIRING PROCEDURE**

- 6.01** The Employer agrees to hire only members in good standing of Local 92 or Local 1111 when Employees are required. Members so hired shall be in possession of and present either a Union Membership Card of Local 92 or Local 1111 stamped up to date or a referral slip from the Union. When the Employer calls the Union for workers and the Union is unable to supply competent workers within twenty-four (24) hours exclusive of Saturdays, Sundays and holidays, the Employer may engage new workers directly on the understanding that they shall make application to become members of the Union within fifteen (15) days of commencement of employment. Any such Employee who has not made application to become a member of the Union within the allowed fifteen (15) days shall be terminated.

All Employees who are members in good standing of the Union and all Employees who become members shall, as a condition of employment maintain their membership in good standing.

- 6.02** Where an owner/client places local content hiring conditions on a project, the Parties agree that the local resident members of the Union shall have first preference of employment. A local resident shall be defined for the purposes of this Agreement as a member of the Union who has resided within a seventy (70) kilometer radius of the work site for a minimum period of six months. If necessary the Union and the Contractor will meet to insure that the Contractor is able to meet such conditions.

- 6.03** The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Member residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members the Parties will meet and address the issue.

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.

### **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 Council and of the Coordinating Committee, shall determine the individual's acceptability as to residency only. The Liaison 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 residents.

### **Guidelines for Determining "Real Residency"**

In making the determination as to whether a person is a "Local Resident" for the purposes of the Project Terms, the following factors will be taken into consideration:

- (a) the dwelling place of the person's spouse and dependents;
- (b) personal property and social ties to the community;

- (c) residential ties elsewhere;
- (d) permanence and purpose of residence in a particular community;
- (e) documentation of:
  - (i) property tax or 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 registration.

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

## **ARTICLE SEVEN - MANAGEMENT RIGHTS**

- 7.01** Subject only to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including the right to hire and select workers, promote and/or transfer any Employee or to discharge any Employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.
- 7.02** Employees party to this Agreement shall work under the conditions herein set out. The Employer shall be given preference in the supplying of Union Employees.
- 7.03** Employees who are working or are offered the number of hours employment provided by this Agreement shall not engage in any other employment within the scope of this Agreement, or other work which interferes with their ability to perform their duties, for remuneration.

## **ARTICLE EIGHT - HOLIDAYS AND VACATIONS**

- 8.01** All work performed on the following recognized holidays and any such day as may be declared by the Federal or Alberta Governments shall be paid for at the rate of double time (2x), plus any applicable shift differential as follows:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

First Monday in August

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

- 8.02** Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the

Collective Agreement prescribes some or all hours at straight time rates for the regular working day as set out in Article 9.03 or 9.06. Under these circumstances, work performed on the date 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.

**8.03** No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.

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

## **ARTICLE NINE - HOURS OF WORK**

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

### **9.02 Work Week**

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

**9.03** (a) The regular working day shall consist of eight (8) hours of employment normally worked between 7:30 a.m. and 5:00 p.m., Monday through Friday. There shall be a lunch period of one (1) hour or one-half (½) hour duration.

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

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

(b) There shall be a shift premium of \$1.25/hour, for a "second" or a "third" shift

(c) There shall be no pyramiding of premiums.

### **9.05 Overtime rates shall be as follows:**

(i) time and one-half (1½x) for any overtime hours worked on a weekday, being Monday through Friday inclusive.

(ii) time and one-half (1½x) for hours of overtime worked on Saturday.

(iii) time and one-half (1½x) for hours of overtime worked on Sunday, such overtime work to be voluntary.

- (iv) double time (2x) for overtime worked for hours worked on a "general Holiday" as set out in Article 8.01 hereof.

**9.06 Compressed Work Weeks**

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.

- 9.07** For those Employees who so elect, regular hours lost during the week due to inclement weather may be rescheduled by the Employer to be made up on Saturday at straight time rates, up to a maximum of forty (40) hours per week (reduced appropriately when a statutory holiday occurs during that week).

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

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

- 9.09** No Employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An Employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.

**ARTICLE TEN - OVERTIME MEALS**

- 10.01** When Employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10) hour, to provide a meal at no cost to the Employees, for those involved. 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 hour meal period at straight time rates. If no meal and time to consume is provided, the Employer will provide a twenty (\$20.00) dollar meal allowance in lieu of both. Should an Employee be required to continue work, then an additional meal shall be supplied for work in excess of every four (4) hours under the same conditions as above

- 10.02** When Employees are required to bring their own overtime meals, they will be allowed one-half hour to consume the meal and will be paid for the said time at the applicable hourly rate of pay.

- 10.03** Recognizing emergency situations do arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a meal referred to above.

- 10.04** 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 (½) hour earlier and finish up to one half (½) hour later
- than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 10.01 and 10.02

will not apply unless those provisions are applicable to the rest of the crew.

## **ARTICLE ELEVEN - TRANSPORTATION, BOARD AND ROOM**

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

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

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

Zone 2: The area lying within the next one hundred (100) kilometers beyond the boundary of the free zones established above, is Zone 2. For any job site situated within this area the Employer shall supply transportation to and from the work site to the place of accommodation or established central pick-up points, or, at their option, expressed by the Employer in writing, pay vehicle allowance at the rate of forty nine cents (49¢) per kilometer from the edge of the free zone, to the job and back, to each Employee who, by arrangement with the Employer uses their own vehicle to provide transportation outside the free zone.

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

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

- (i) camp accommodation which conforms with the specifications as negotiated by the Alberta Building Trades Council and Construction Labour Relations in the 2010-2018 Camp Rules and Regulations, or any successor thereto;  
or
- (ii) reasonable room and board;  
or
- (iii) agreed subsistence allowance.

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

- (i) camp accommodation as noted above;  
or
- (ii) reasonable room and board;  
or
- (iii) agreed subsistence allowance.

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

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

#### **11.02 Effect of unauthorized absence on Room and Board Entitlement.**

- (a) When an Employee fails to report when work is available on the working day immediately preceding or following bad weather or recognized holidays other than for unavoidable causes, they shall forfeit room and board for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an Employee fails to report to work on Friday when work is available, they shall forfeit room and board for Friday, Saturday and Sunday. When Sunday is not a working day and an Employee fails to report to work on Monday when work is available, they shall forfeit room and board for Sunday and for Monday. An Employee shall also forfeit room and board for absenteeism on any working day for other than unavoidable causes.
- (b) Unavoidable cause shall be deemed any illness or injury other than caused by consumption of alcohol and/or illicit drugs. The Employer may request proof of illness or injury by way of a letter from a medical doctor.
- (c) In cases of illness or injury the Employer may choose to provide transportation expenses to point of hire rather than provide room and board entitlements.
- (d) Where the Employers costs are fixed (as for Camp accommodation or long term room leases) the Employee shall not be back-charged for such fixed costs, but, where subsistence allowance is paid then the Employee shall not be paid for days missed as detailed above.

### **ARTICLE TWELVE - WORKING CONDITIONS**

- 12.01** The Employer shall provide suitable, clean and enclosed sanitary facilities, heated in cold weather and as soon as job conditions permit, modern flush toilets, urinals and wash basins are to be provided on all jobs by the Employer.
- 12.02** The Employer shall provide a lunch room of adequate size, heated in cold weather and kept clean. This lunch room shall not be used as a storage room. Drinking water, in closed containers, to be replaced daily and more often, if necessary, on hot days and individual paper cups shall be provided on all jobs.
- 12.03** Protective clothing which is not normally worn by the Employee in the ordinary performance of their work shall be supplied by the Employer at no expense to the Employee.

- 12.04** Two (2) work (coffee) breaks of ten (10) minutes duration will be allowed each day during normal working hours, one in the first half and one in the second half of each shift or shifts. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break.
- 12.05** Starting and quitting time shall be at the Employee's station of work or at the location agreed in the pre-job mark-up meeting.
- 12.06** Employees will not be required to work less than the regular hours as outlined in Article 9.00 of this Agreement because of the starting and quitting time of any trade engaged on the job.
- 12.07** An Employee who is injured in the course of performing their duties on the job the Employee shall be paid for that portion of the regular work day for which the Employee was unable to continue work.
- 12.08** A copy of the Occupational Health and Safety Inspector's report shall be posted at the project or job site lunch rooms.

# ARTICLE THIRTEEN - WAGES AND CLASSIFICATIONS

## 13.01 APPLICABLE TO COMMERCIAL/INSTITUTIONAL WORK

### COMMERCIAL TERMS

Effective Date	Base Rate	Holiday and Vacation	Health and Welfare	Pension	Training	Gross Rate
<b>Certified Labourer</b>						
May 1, 2011	\$25.22	\$2.52	\$1.35	\$1.80	\$0.10	\$30.99
May 6, 2012	\$25.92	\$2.59	\$1.35	\$1.80	\$0.10	\$31.76
May 5, 2013	\$26.64	\$2.66	\$1.35	\$1.80	\$0.10	\$32.55
May 4, 2014	\$27.37	\$2.74	\$1.35	\$1.80	\$0.10	\$33.36

### **Uncertified Labourer Rate (93% of Certified Labourers Base Rate)**

May 1, 2011	\$23.45	\$2.35	\$1.35	\$1.80	\$0.10	\$29.05
May 6, 2012	\$24.11	\$2.41	\$1.35	\$1.80	\$0.10	\$29.77
May 5, 2013	\$24.78	\$2.48	\$1.35	\$1.80	\$0.10	\$30.51
May 4, 2014	\$25.45	\$2.55	\$1.35	\$1.80	\$0.10	\$31.25

### **Entry Level 2 (85% of Certified Labourers Base Rate for 900 hours following completion of Entry Level 1)**

May 1, 2011	\$21.44	\$2.14	\$1.35	\$1.80	\$0.10	\$26.83
May 6, 2012	\$22.03	\$2.20	\$1.35	\$1.80	\$0.10	\$27.48
May 5, 2013	\$22.64	\$2.26	\$1.35	\$1.80	\$0.10	\$28.15
May 4, 2014	\$23.26	\$2.33	\$1.35	\$1.80	\$0.10	\$28.84

### **Entry Level 1 (73% of Certified Labourers Base Rate for first 300 hours of employment)**

May 1, 2011	\$18.41	\$1.84	\$1.35	\$1.80	\$0.10	\$23.50
May 6, 2012	\$18.92	\$1.89	\$1.35	\$1.80	\$0.10	\$24.06
May 5, 2013	\$19.45	\$1.95	\$1.35	\$1.80	\$0.10	\$24.65
May 4, 2014	\$19.98	\$2.00	\$1.35	\$1.80	\$0.10	\$25.23

### **Bricklayer Helper**

Effective Date	Base Rate	Holiday and Vacation	Health and Welfare	Pension	Training	Gross Rate
May 1, 2011	\$27.15	\$2.71	\$1.35	\$1.80	\$0.10	\$33.11
May 6, 2012	\$27.90	\$2.79	\$1.35	\$1.80	\$0.10	\$33.94
May 5, 2013	\$28.67	\$2.87	\$1.35	\$1.80	\$0.10	\$34.79
May 4, 2014	\$29.46	\$2.95	\$1.35	\$1.80	\$0.10	\$35.66



**Bricklayer Helper Entry Level 2 (80% of Bricklayer Helper Rate for 900 hours following completion of Entry Level 1)**

Effective Date	Base Rate	Holiday and Vacation	Health and Welfare	Pension	Training	Gross Rate
May 1, 2011	\$21.72	\$2.17	\$1.35	\$1.80	\$0.10	\$27.14
May 6, 2012	\$22.32	\$2.23	\$1.35	\$1.80	\$0.10	\$27.80
May 5, 2013	\$22.94	\$2.29	\$1.35	\$1.80	\$0.10	\$28.48
May 4, 2014	\$23.57	\$2.36	\$1.35	\$1.80	\$0.10	\$29.18

**Bricklayer Helper Entry Level 1 (74% of Bricklayer Helper Rate for first 300 hours of employment)**

May 1, 2011	\$20.09	\$2.01	\$1.35	\$1.80	\$0.10	\$25.35
May 6, 2012	\$20.65	\$2.07	\$1.35	\$1.80	\$0.10	\$25.97
May 5, 2013	\$21.22	\$2.12	\$1.35	\$1.80	\$0.10	\$26.59
May 4, 2014	\$21.80	\$2.18	\$1.35	\$1.80	\$0.10	\$27.23

- \* For Entry Level 1 Labourers and Bricklayer Helpers in their first 300 hours of employment, the amount designated as Pension contribution will be submitted by Funds Administrative Services to the Labourers' Training Trust Fund.

Before March 1<sup>st</sup> for each of 2012, 2013 and 2014 wage adjustments, representatives of the Parties shall determine whether any adjustments to the Employer Contributions to the benefit plans will be implemented in conjunction with the respective May wage adjustments. Any such adjustments to Employer Contributions shall be funded through the May gross wage and shall be mutually agreed to by the Trade Division and the Union(s).

**PENSION CONTRIBUTION AND WAGE SCHEDULE FOR THOSE EMPLOYEES WHO ARE AGE 62 OR OLDER** – see Appendix G for the wage schedule for those employees who elect to be compensated according to and comply with the terms of the Letter of Understanding identified therein.

**13.02** Rates for those not engaged in Bricklayer Helper work are set at 73% of the Certified Labourer rate for the first 300 hours, 85% of the Certified Labourer rate for the next 900 hours, and 93% of the Certified Labourer Rate for the Uncertified Labourer. In order to advance to the next level the worker must have met the standards of the Construction Craft Labourer Training Program. An Employer may employ 1 entry level for each 2 labourers (either certified or non-certified) employed.

**13.03** Rates for those engaged in Bricklayer Helper work are set at 74% of the Bricklayer Helper rate for the first 300 hours, and 80% of the Bricklayer Helper rate for the next 900 hours, and the full Bricklayer Helper Rate thereafter.

**13.04** Labour Foremen shall receive not less than 10% per hour over the highest classification working under them. Labour Foremen shall be those workers who normally do labourers craft work during the course of their employment and/or are designated as labourer foremen on the company payroll.

- 13.05**
- (a) If any Contractor is found by the Trustees of the respective funds to be in default in remitting payments required to be made pursuant to Articles 16, 17, and 18 of the Agreement and if such default continues for 20 days thereafter, the contractor shall pay to the applicable Trust Fund as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for each month or part thereof in which the contractor is in default. The failure to pay each month shall constitute a separate offense, and shall subject the Contractor to the 10% payment. Thereafter interest shall run at the rate of 2% per month on any unpaid arrears, including liquidated damages.
  - (b) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in the Collective Agreement, then the Employer shall and shall be deemed to have kept such monies separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of the Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund(s) and such a Fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.
  - (c) In those instances where an Employer may be delinquent on the payment of remittances pursuant to Articles 16, 17, and 18 of the Agreement it shall remain the responsibility of the Employer to ensure that all outstanding remittance forms are filled out completely, and provided monthly to the Union and/or affected Trust Funds.

#### **ARTICLE FOURTEEN - PAYMENT CONDITIONS**

- 14.01**
- (a) Employees shall be paid by cheque or by direct deposit to the bank account of the Employee's choice, weekly or every second week and not more than five (5) days' pay may be held back, unless other arrangements are made between the Employer and the Union. Employees paid by cheque are to be paid before the end of their regular shift, except when they are required to work a second or third shift on pay day, in which case they shall be paid on the preceding day. Employees paid by direct deposit will have the deposit made on pay day.
  - (b) When Employees are laid-off or discharged, they shall be paid the wages due to them and given their record of employment, not later than the next regular pay day. In the case where the Employer pays by cheque and has not established a pay office at the jobsite payment will be mailed within one (1) working day. Employees paid by direct deposit will be paid on the

next regular pay day when the time owing would have been normally payable.

- (c) When an Employee who is paid by cheque voluntarily terminates their employment, the Employer will mail their wages to their last known address without undue delay but no longer than two (2) working days (excluding Saturday, Sunday, and holidays) after termination. Employees paid by direct deposit will be paid on the next regular pay day when the time owing would have been normally payable.
- (d) Any Employee who terminates their employment while away from the project will notify the payroll office immediately and will receive their paycheque in accordance with this Article and their personal belongings may be shipped collect to their last known address unless previous arrangements have been made.
- (e) Where the Employer terminates or lays-off an Employee while away from the project, any personal belongings will be shipped prepaid to their last known address unless alternative arrangements have been made.
- (f) The Employer shall make arrangements for the Employees to cash their paycheques without exchange cost at a chartered bank.

**14.02** The Employer agrees to provide, each pay period, a complete statement for each Employee showing dates of payroll period covered, social insurance number and showing separate totals of the following:

- (a) straight-time hours paid
- (b) overtime hours paid
- (c) shift premium paid
- (d) Statutory Holiday pay
- (e) vacation pay
- (f) travel time
- (g) subsistence allowance

**14.03** The Employer shall further provide each Employee with a statement of their earnings for each pay period showing all amounts deducted.

**14.04** Statutory Holiday pay and vacation pay shall be paid to each Employee every pay period.

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

**14.06** If an Employer fails to pay the monies due as stated under 14.01 of this part of this Agreement, the Employer shall pay the Employee(s) for such time, up to a maximum of four (4) hours pay for each twenty-four (24) hours that the Employee has been kept waiting for their monies, commencing with the day after the Employer has been notified by the Union, on behalf of the Employee, of non-receipt of pay. This time period shall exclude Saturdays, Sundays, and Statutory Holidays.

No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due as stated under 14.01. The Employer shall mail the balance due within twenty-four (24) hours or as agreed to between the Employer and the Union.

## **ARTICLE FIFTEEN - GRIEVANCE PROCEDURE**

**15.01** All differences between the Employer or 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 negotiation or as hereinafter provided. All time limits in this Article may be extended only by mutual consent between the Employer or the Trade Division and the Union.

**15.02** In the event that either the Employer, Trade Division, or the Union wish to process a grievance covering the interpretation, application, operation, or an alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within twenty (20) days (excluding Saturdays, Sundays, and holidays) of the event giving rise to the grievance and proceed to 15.04 or 15.05-15.10 below.

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

- (a) An aggrieved party shall within five (5) days (excluding Saturdays, Sundays, and holidays) of the alleged violation submit his complaint in writing to the Steward (or where no Steward is present, the Business Representative of the Union) who shall endeavour to settle the complaint between the employee and his/her immediate supervisor.
- (b) If the complaint is not then settled it shall be referred to the Management of the Employer and an official representative of the Union within five (5) days, (excluding Saturdays, Sundays, and holidays).
- (c) If the complaint is not then settled within five (5) days (excluding Saturdays, Sundays and holidays) the grievance shall be filed in writing within a further five (5) days (excluding Saturdays, Sundays and holidays) 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 referred for resolution to arbitration pursuant to 15.05-15.10 or utilize 15.04 as a Pre-Arbitration Process.

### **15.04 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 shall 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 shall 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.

#### 15.05

If the complaint is not settled following the preceding steps of the Grievance procedure, it shall be referred to an Arbitration Board within the time limits set out in 15.04 (b) or 15.04 (g) above; by mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) by the Union and a neutral Chairperson by its members. Each party shall bear the expense of their appointee.

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

Alternatively, the matter may be referred to a single Arbitrator if mutually agreed in writing between the Employer or Trade Division and the Union.

- 15.06** The parties agree that the unsuccessful party will pay the fees and expenses of the arbitrator.
- 15.07** The arbitrator shall give their decision not later than fourteen (14) days after their appointment except with the consent of both parties, such limitation of time may be extended.
- 15.08** If both Chairs of the Negotiating Committees signatory to this Agreement agree to the intent of any Article in this Agreement, the arbitrator shall accept that as evidence at the grievance hearing.
- 15.09** The arbitrator 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, except as provided for in the Labour Relations Code.
- 15.10** The parties agree that an award of such arbitrator may be enforced under the proper provisions of the Labour Relations Code.

## **ARTICLE SIXTEEN - HEALTH AND WELFARE**

- 16.01** The parties hereto acknowledge the Laborers' Health & Welfare Trust Fund of Western Canada. Each Employer signatory hereto shall contribute the amount specified in Article 13 for each and every hour worked by an Employee under the job classifications set out in the Agreement. Contributions shall be made on the basis of full or half hours and shall be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from the Employee's wages. Such contributions are in excess of wages rates set out in the Agreement and do not constitute a payment of wages or any portion of a payment of wages.
- 16.02** Upon the wages of an Employee becoming due, the contributions outlined in Article 16.01 shall be calculated by the Employer and set aside for the Trustees of the said Fund and the gross contributions for the Employer for all hours worked by all Employees in the said classifications in a month shall be forwarded by the Employer to the said Fund at:

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

no later than the fifteenth (15th) day of the following month.

- 16.03** It is understood that the contributions negotiated under this Article are for the benefit of members of the Union as recognized by the Trustees of the said Fund who shall continue to have full discretion to make, from time to time, reasonable rules in this respect.
- 16.04** Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employers' pay records and the Employer hereby agrees to any such inspection.
- 16.05** Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.
- 16.06** Where an Employee performs work that would require the Employer to contribute hourly contributions to the Health and Welfare Trust Fund in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

## **ARTICLE SEVENTEEN - PENSION**

- 17.01** The Employer will pay into the Laborers' Pension Fund of Western Canada the amount specified in Article 13 for all hours worked by Employees covered by this Agreement. The Employer agrees to contribute for each and every hour worked by an Employee under the job classifications set out in the Agreement.
- Contributions shall be made on the basis of full or half hours and shall be made on the basis of hour **worked**.
- 17.02** All payments shall be made not later than the fifteenth (15th) day of the month following the month for which the payment is to be made.
- 17.03** Payment to be forwarded to the Laborers' Pension Fund of Western Canada located at:
- 9th Floor, 9707 - 110 Street,  
Edmonton, Alberta  
T5K 3T4,**
- or such other place as the Trustees may designate from time to time.
- 17.04** Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employers' pay records and the Employer hereby agrees to any such inspection.

- 17.05** Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.
- 17.06** Where an Employee performs work that would require the Employer to contribute hourly contributions to the Laborers' Pension Fund of Western Canada in the amount specified in this Collective Agreement then the Employer shall keep, and shall be deemed to have kept, such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in Trust on behalf of Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment, or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the Fund as is herein before provided for, is deemed to be held in Trust for the Trustees of this Trust Fund and such a Fund shall be deemed to be separate from, and form no part of, the estate in liquidation, assignment, or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

#### **ARTICLE EIGHTEEN - TRAINING**

- 18.01** The purpose of the Training Fund shall be to provide workers the opportunity to acquire and improve their skills.
- 18.02** The Fund shall be administered by a Board of Trustees with equal representation from the Union and the Employers.
- 18.03** The Employer will contribute the amount specified in Article 13 for each hour worked by each Employee covered by this Agreement.
- 18.04** Such contributions shall be remitted to the Construction & General Workers' Training Trust Fund of Alberta and Northwest Territories, and be payable by the fifteenth (15th) day of the month following. Payment to be forwarded to this Fund at the following address:
- Construction & General Workers' Training Trust Fund of Alberta  
and Northwest Territories  
9<sup>th</sup> Floor, 9707 – 110 St.  
Edmonton, Alberta  
T5K 3T4**
- 18.05** Either of the parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employers' pay records and the Employer hereby agrees to any such inspection.
- 18.06** Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted contributions in the manners and at the times set out herein.



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

#### **ARTICLE NINETEEN - PRE-JOB CONFERENCE AND MARK-UP MEETING**

- 19.01** For continuous and harmonious labour relations, the Employer agrees that in the event a Pre-Job Conference or Mark-Up Meeting is arranged, the appropriate Local Union shall be notified prior to the Conference.
- 19.02** The purpose of the Pre-Job Conference and Mark-Up meeting is to discuss such matters as work assignments, construction methods and scheduling, manpower requirements, safety, equipment lists and other job related matters.

#### **ARTICLE TWENTY - JURISDICTIONAL DISPUTES**

- 20.01** There shall be no strikes or lock-outs by the Union or the Employer during the term of this Agreement because of a jurisdictional dispute.
- 20.02** When requested by the Union, where feasible, the Employer shall furnish to the Local Office of the Union a signed letter on Employer stationery stating that the Labourers were assigned and employed on certain items of work in accordance with jurisdictional Agreements which will be specified for that given project.
- 20.03** In the event of a jurisdictional dispute the Employer shall make an immediate assignment, in writing, of the disputed work and shall not change the assignment until a settlement is reached between the disputing parties. If no settlement is effected then the dispute will be settled finally, in accordance with the procedures outlined in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

#### **ARTICLE TWENTY-ONE - SUBCONTRACTING**

- 21.01** Limitations on subcontracting will be waived for the duration of this Collective Agreement. It is understood and agreed that work performed during the term of this Collective Agreement shall not be used to establish a pattern of work "regularly and routinely performed by the Employer's own forces" upon the re-implementation of this clause in any subsequent Collective Agreement.

## **ARTICLE TWENTY-TWO - SAVING CLAUSE**

- 22.01** If any provision of this Agreement is in conflict with the laws or regulations of Canada or Alberta, such provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared this provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days' notice of either upon the other, shall commence negotiations the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with the Grievance & Arbitration provisions of this Agreement.

## **ARTICLE TWENTY-THREE - SPECIAL PROVISIONS**

- 23.01** Stacks, chimneys and silos, as covered under the scope of the National Agreement for Canada, October, 1982, are excluded from this Agreement.

- 23.02** A Consultative Committee, two (2) from each Union Local (total of four (4)), and four (4) from the CLR-A shall be established. A quorum shall be a minimum of one (1) representative from each Local Union and a minimum of two (2) representatives from the CLR-A.

This Committee may agree to recommend changes to the provisions of this Agreement to provide for greater uniformity and/or conditions unique to the special needs of the industry. Mutual agreement requires the agreement of both Local Unions and the CLR-A.

Any changes to the Agreement must be ratified by the CLR-A Labourers (Provincial) Trade Division and Local No. 92 and Local No. 1111 before they are implemented.

## **ARTICLE TWENTY-FOUR - ENABLING**

- 24.01** It is recognized that from time to time certain terms and conditions of employment for Labourers may require alteration from those contained in this Collective Agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Requests for such amendments must be made by the CLR-A on behalf of the Contractor(s) affected and agreed by the Business Manager of the appropriate Local Union except as provided for below.

- 24.02** Where it is necessary for an Employer to enable the wage rate paid on a Commercial or Institutional project and the Carpenters are also participating on

that project and have agreed to enable their wage rate, the Labourers base rate may be set by that Employer to a minimum of 75% of the enabled Journeyman Carpenter rate. The Union should be advised by the Employer of circumstances where these enabled rates are being paid.

- 24.03** Special Project Needs will be applied in accordance with the attached Appendix F (Special Project Needs Agreements – Letter of Understanding).

## **ARTICLE TWENTY-FIVE - FILING OF COPIES**

- 25.01** A copy of the Agreement shall be deposited with Alberta Employment, Immigration and Industry within one (1) month of the date of signing.

## **ARTICLE TWENTY-SIX - EMPLOYER ASSOCIATION FUNDS**

- 26.01** The Employer shall complete and forward, with the contributions the reporting forms as required.
- (a) In satisfaction of the Employers' obligations to the Association under section 165 of the *Alberta Labour Relations Code* and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to Construction Labour Relations - An Alberta Association (the "C.L.R.") the contribution rates for C.L.R. sponsored initiatives, and the hourly dues levied by the C.L.R. pursuant to section 165 of the *Code* and pursuant to this Collective Agreement. The amounts of the contribution rates and dues shall be established by the C.L.R., and any or all of them 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.
  - (b) In the event of a failure on the part of any Employer to contribute to the Association the contribution rates and dues required to be contributed pursuant to section 165 of the *Labour Relations Code* and pursuant to this article, 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 in its own name against the subject Employer. Such a grievance may be referred by the Association to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the arbitration tribunal shall be the Association and 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.

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

## **ARTICLE TWENTY-SEVEN - SAFETY PROVISIONS**

### **27.01 Drug and Alcohol Policy**

#### **Concurrence**

The Parties are committed to ensuring insofar as possible the health and safety of every employee, the Canadian Model dated October 2005, as updated by the 2010 Addendum [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.

#### **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.

#### **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 dated October 2005 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.

#### **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.

**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.

**ARTICLE TWENTY-EIGHT - CANADIAN FORCES RESERVES**

- 28.01** 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 12<sup>th</sup>, 2010.


**SIGNATORY PAGE**


Signed this 25<sup>th</sup> day of May, 2011.

**Signed on behalf of  
Construction Labour Relations  
- An Alberta Association  
Labourers (Provincial)  
Trade Division**

**Signed on behalf of  
The Construction and  
General Workers' Union -  
Union Local 92,  
Edmonton, Alberta, and  
The Construction and Specialized  
Workers' Union Local 1111,  
Calgary, Alberta**

  
\_\_\_\_\_  
R. N. Tidsbury, President  
Construction Labour Relations

  
\_\_\_\_\_  
John Desrosiers  
Business Manager  
Local Union No. 92

  
\_\_\_\_\_  
Rick Martin  
Business Manager  
Local Union No. 1111

**Appendix A**

**LETTER OF UNDERSTANDING**

**BY AND BETWEEN**

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION  
LABOURERS (PROVINCIAL) TRADE DIVISION  
(the "Association")**

**AND**

**THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92**

**and**

**THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111  
(both together or individually referred to as the "Unions")**

**Whereas:** The Parties to this Agreement acknowledge that the classifications of Trainee 1, 2, 3, Uncertified Labourer, Certified Labourer, Class 2 Labourer, Uncertified Class 1 Labourer and Certified Class 1 Labourer have been established and

**Whereas:** It is agreed that it is a goal of the Parties to promote the Certification of Labourers in both Commercial / Institutional and Industrial work, and


**Whereas:** It is the intent of the parties to encourage the use of Certified Labours and Certified Class 1 Labourers,

**Now Therefore:** It is agreed, that notwithstanding the right of the Employer to name hire or request specific work experience and qualifications, the Employer will not specifically request the Unions to provide Uncertified Labourers or Uncertified Class 1 Labourers. The Employer may specifically request the Unions to provide other classifications including those of Certified Labourer and Certified Class 1 Labourer.

This Letter of Understanding shall be attached to, and form a part of, both Part A and Part B of the Registered Collective Agreement for Labourers in the General Construction Sector, and shall expire upon the expiration of that Collective Agreement, unless renewed or extended by Agreement of the Parties hereto.

Agreed this 25<sup>th</sup> day of May, 2011.

**For the Employers:**

  
R. N. Tidsbury  
Construction Labour Relations  
- an Alberta Association

**For the Unions:**

  
John Desrosiers, Local 92

  
Rick Martin, Local 1111

**Appendix B**

**ADDENDUM RESPECTING REFRACTORY CONSTRUCTION**

**TO THE**

**LABOURERS' GENERAL CONSTRUCTION AGREEMENT**

**BETWEEN**

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

**AND**

**THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92**

**and**

**THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111**

The Parties to this Agreement hereby agree that, on work which is performed by Labourers within the scope of Refractory Masonry Work on projects which are Refractory New Construction Projects, the terms and conditions as set out in the Refractory Labourers Maintenance Agreement between Construction Labour Relations, an Alberta Association and The Construction and General Workers, Local Unions 1111 and 92 will apply except as noted below.

A] The following articles will apply as agreed in Part A of this Collective Agreement;

ARTICLE TWO - GEOGRAPHICAL JURISDICTION

ARTICLE THREE - SCOPE


ARTICLE 6.02 - (hiring)

B] The following articles from the Refractory Labourers Maintenance Agreement will not have application to this work;


ARTICLE TWENTY - WAGE BOND

Agreed this 25<sup>th</sup> day of May, 2011.

**For the Employers:**

  
R. N. Tidsbury  
Construction Labour Relations  
- an Alberta Association

**For the Unions:**

  
John Desrosiers, Local 92

  
Rick Martin, Local 1111



## Appendix C

### LETTER OF UNDERSTANDING

#### RE: Promoting Performance and Addressing Issues such as Absenteeism and Turnover

**Whereas** the Parties agree success in promoting performance and addressing issues such as absenteeism and turnover is essential to maintaining and growing market share,


**NOW Therefore It Is Agreed** the Union and Trade Division will develop and implement a strategy for achieving the above mentioned objectives.

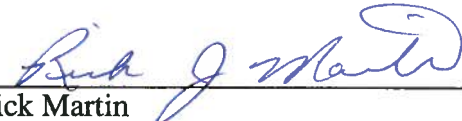
Signed this 25<sup>th</sup> day of May, 2011.

Signed on behalf of  
Construction Labour Relations  
- An Alberta Association  
Labourers (Provincial)  
Trade Division

Signed on behalf of  
The Construction and  
General Workers' Union -  
Union Local 92,  
Edmonton, Alberta, and  
The Construction and Specialized  
Workers' Union Local 1111,  
Calgary, Alberta

  
R. N. Tidsbury, President  
Construction Labour Relations

  
John Desrosiers  
Business Manager  
Local Union No. 92

  
Rick Martin  
Business Manager  
Local Union No. 1111

## Appendix D

### LETTER OF UNDERSTANDING

#### **RE: Industry wide method of cataloguing training completed and renewal dates**

Whereas through the joint training trust fund, the Parties engage in safety and skill training of workers involved Construction Craft Labourer trade jurisdiction in the unionized sector of the Alberta construction industry;

Whereas the Parties recognize the aforementioned infrastructure and training delivery system is a competitive advantage for workers and contractors party to this collective agreement;

Whereas the Parties wish to maximize and take full advantage of this infrastructure for the purposes of enhancing worker safety, improving workforce delivery and increasing market share;

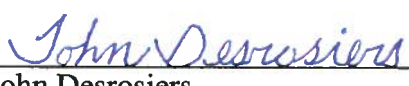
Now therefore the Parties agree to develop and participate in an industry wide method of cataloguing training completed and renewal dates. Said catalogue of training and renewal dates will eventually be included on or with each dispatch slip sent to contractors receiving workers dispatched by the Union.

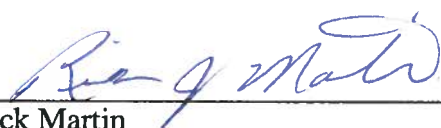
Signed this 25<sup>th</sup> day of May, 2011.

**Signed on behalf of  
Construction Labour Relations  
- An Alberta Association  
Labourers (Provincial)  
Trade Division**

**Signed on behalf of  
The Construction and  
General Workers' Union -  
Union Local 92,  
Edmonton, Alberta, and  
The Construction and Specialized  
Workers' Union Local 1111,  
Calgary, Alberta**

  
R. N. Tidsbury, President  
Construction Labour Relations

  
John Desrosiers  
Business Manager  
Local Union No. 92

  
Rick Martin  
Business Manager  
Local Union No. 1111

## **Appendix E**

### **LETTER OF UNDERSTANDING**

BY AND BETWEEN

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION  
LABOURERS (PROVINCIAL) TRADE DIVISION  
(the "Association")

AND

THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92  
and  
THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111  
(both together or individually referred to as the "Unions")

#### **Re: Wage Determination – Industrial Terms – Part A**

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 49, and

Whereas, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

#### **1. Definitions and Application**

- (a) "CPI Change" shall be the percentage change in the Alberta All Items Consumer Price Index over a twelve month period. For a January calculation, the CPI Change shall be difference between the index for December of the year just ended, and December of the previous year. For a July calculation, the CPI Change shall be the difference between the index for June of that year and June of the previous year. The Index shall be that published at <http://www40.statcan.gc.ca/l01/cst01/cpis01j-eng.htm>.
- (b) "Oil Price" shall be the average of the prices posted for West Texas Intermediate Oil, in current \$US, over the six months prior to the month of a 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, 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 journeyman rate accordingly.
- (e) A wage adjustment shall not be less than zero.

2. 2012

- (a) A calculation shall be performed in January of 2012. The wage adjustment for 2012 shall be the greater of CPI Change and 2%, to a maximum adjustment of 4%.
- (b) The adjustment to take effect in May shall be one half the amount determined in (a) above, multiplied by the Group 4 Average Wage.
- (c) The adjustment to take effect in November shall be one half of the amount determined in (a) above, multiplied by the journeyman gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup>, 2012.

3. 2013 and 2014

- (a) The wage adjustment to be effective in May of each year shall be calculated in January of that year, and the wage adjustment to be effective in November of each year shall be calculated in July of that year.
- (b) The wage adjustment for May shall be:
  - (i) If Oil Price is less than \$60, zero.
  - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by Group 4 Average Wage.
  - (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
  - (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
  - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by Group 4 Average Wage.

- (c) The wage adjustment for November shall be:
  - (i) If Oil Price is less than \$60, zero.
  - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iii) If Oil Price is \$90 or greater, but less than \$110, 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 1<sup>st</sup> of the year of the adjustment.
  - (iv) If Oil Price is \$110 or greater, but less than \$125, 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 1<sup>st</sup> of the year of the adjustment.
  - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

**4. Wage Schedules**

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom.

**5. 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.

**6. This Letter of Understanding shall be attached to and form part of the Collective Agreement.**

## Schedule 1: Example Calculations

The following are examples only, for the purposes of explaining the formulae in the Letter of Understanding re Wage Determination, and are not to be used for determining compensation.

### Example 1: January 2012 Calculation for Trade X:

Hypothetically:

- Gross Wage Rate for Trade X = \$54.00
- CPI Change December 2010 – December 2011 = 1.5% (under the 2% minimum).
- Group 4 Average Wage = \$55.00  
(Assume the Total of the Industrial Gross Rates Effective on April 1<sup>st</sup>, 2012 for Boilermaker, Bricklayer Refractory, Carpenter, Electrician, Millwright, and Pipefitter, divided by 6 = \$55.00)

May 2012 increase for Trade X:  $(2\% \div 2) \times \$55.00 = \$0.55$

November 2012 increase for Trade X:  $(2\% \div 2) \times \$54.00 = \$0.54$

### Example 2: January 2013 Calculation for Trade X:

Hypothetically:

- Oil Price Average, July – December 2012 = \$96.66
- CPI Change December 2011 – December 2012 = 1.5%.
- Group 4 Average Wage April 1<sup>st</sup>, 2013 = \$55.00

May 2013 increase for Trade X:  $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$55.00 = \$0.55$

### Example 3: July 2013 Calculation for Trade X:

Hypothetically:

- April 1<sup>st</sup>, 2013 Gross Wage Rate for Trade X = \$54.00
- Oil Price Average, January – June, 2013 = \$91.55
- CPI Change June 2012 – June 2013 = 1.5%.

November 2013 increase for Trade X:  $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$54.00 = \$0.54$

Check against 2013 annual 5% limit:


$\$0.55 + \$0.54 = \$1.09$ , which is less than the 2013 limit of  $\$54.00 \times 5\% = \$2.70$


All of which is agreed this 25<sup>th</sup> day of May, 2011:

**Signed on behalf of  
Construction Labour Relations  
- An Alberta Association  
Labourers (Provincial)  
Trade Division**

**Signed on behalf of  
The Construction and  
General Workers' Union -  
Union Local 92,  
Edmonton, Alberta, and  
The Construction and Specialized  
Workers' Union Local 1111,  
Calgary, Alberta**

  
R. N. Tidbury, President  
Construction Labour Relations

  
John Desrosiers  
Business Manager  
Local Union No. 92

  
Rick Martin  
Business Manager  
Local Union No. 1111

## **Appendix F**

### **LETTER OF UNDERSTANDING**

BY AND BETWEEN

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION  
LABOURERS (PROVINCIAL) TRADE DIVISION  
(the "Association")

AND

THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92  
and  
THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111  
(both together or individually referred to as the "Unions")

#### **Re: Special Project Needs Agreements ("SPNA")**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2011 through April 30, 2015 as set out in the said Collective Agreement, and

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

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

Now Therefore It Is Agreed As Follows:

1. 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.
3. A Contractor shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.
4. The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.
5. 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.


6. 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 Template A posted at [www.clra.org](http://www.clra.org).
7. 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 Template B posted at [www.clra.org](http://www.clra.org) .
8. 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.
9. 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.
10. Upon the filing of a grievance under clause 9, 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.
11. 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.
12. 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.
13. Special project needs may also be addressed by the Parties, on their own or in concert with others, by agreement.
14. This Letter of Understanding shall be attached to and be part of the Collective Agreement between the Parties hereto.

All of which is agreed this 21<sup>st</sup> day of May, 2011:

**Signed on behalf of  
Construction Labour Relations  
- An Alberta Association  
Labourers (Provincial)  
Trade Division**

**Signed on behalf of  
The Construction and  
General Workers' Union -  
Union Local 92,  
Edmonton, Alberta, and  
The Construction and Specialized  
Workers' Union Local 1111,  
Calgary, Alberta**

  
R. N. Tidsbury, President  
Construction Labour Relations

  
John Desrosiers  
Business Manager  
Local Union No. 92

  
Rick Martin  
Business Manager  
Local Union No. 1111

**Appendix G**  
**AMENDED EFFECTIVE NOVEMBER 27, 2011**

**Letter of Understanding**

**by and between**

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION  
LABOURERS (PROVINCIAL) TRADE DIVISION  
(the "Association")**

**AND**

**THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92  
and  
THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111  
(both together or individually referred to as the "Union(s)")**

**Re: Pension Contribution Reallocation for Pensioners**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2011 through April 30, 2015 as set out in the said Collective Agreement, and

**Whereas** the Parties mutually desire to have the employer pension contributions contained within said collective agreement ceased and reallocated upon the conditions outlined in this Letter of Understanding being met, and

**Whereas** adjustments to the gross rate are necessary to ensure that the Employer does not incur increased costs for WCB, EI, and CPP charges resulting from a higher base rate, and

**Now Therefore it is Agreed** that the affected employees will be compensated according to the wage schedule contained within this Letter of Understanding upon the following conditions being met:

1. An employee must be age 62 or older and collecting pension benefits from the Labourers' Pension Fund of Western Canada and must produce documentation satisfactory to the Union and the Employer of this, and
2. If the employee is currently working for a particular Employer, then that Employer must receive at least three weeks written notice ( which has been signed and approved by the Union) from that employee of the employee's desire to be compensated according to the wage schedule contained in this Letter of Understanding, and

3. The employee accepts that once starting to be compensated according to the wage schedule contained in this Letter of Understanding with a particular employer then that decision cannot be reversed as long as the employee is in the employ of that employer, and
4. The employee cannot be working for the employer in the Trainee or Entry Level Classification, and
5. If the employee is being dispatched by the union to the employer and desires to be paid according to a wage schedule contained in this Letter of Understanding then the union must provide documentation that satisfies 1, 3, and 4 above.

Upon all of these conditions being met the wage schedule for the affected employees shall be:

**Part A – Industrial Work:**

**Certified Construction Craft Labourer**

Effective Date	Base Rate	Holiday & Vacation	Health & Welfare	Pension	Training	Gross Rate
May 1, 2011	\$36.84	\$3.68	\$1.60	\$0.00	\$0.45	\$42.57

**Uncertified Labourer**

Nov. 27, 2011	\$34.47	\$3.45	\$1.60	\$0.00	\$0.45	\$39.97
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**NOTE – THESE ABOVE WAGE SCHEDULES MAY BE MODIFIED IN ACCORDANCE WITH POTENTIAL ADJUSTMENT TO THE WAGE SCHEDULE FOR 2012, 2013, and 2014 NOTED AT ARTICLE 13.01 (INDUSTRIAL PORTION) IN THE COLLECTIVE AGREEMENT.**

## **Part B – Commercial Work**

### **Certified Construction Craft Labourer**

Effective Date	Base Rate	Holiday & Vacation	Health & Welfare	Pension	Training	Gross Rate
May 1, 2011	\$26.54	\$2.65	\$1.35	\$0.00	\$0.10	\$30.64
May 6, 2012	\$27.24	\$2.72	\$1.35	\$0.00	\$0.10	\$31.41
May 5, 2013	\$27.95	\$2.80	\$1.35	\$0.00	\$0.10	\$32.20
May 4, 2014	\$28.69	\$2.87	\$1.35	\$0.00	\$0.10	\$33.01

### **Uncertified Labourer**

Nov. 27, 2011	\$24.77	\$2.48	\$1.35	\$0.00	\$0.10	\$28.70
May 6, 2012	\$25.42	\$2.54	\$1.35	\$0.00	\$0.10	\$29.41
May 5, 2013	\$26.10	\$2.61	\$1.35	\$0.00	\$0.10	\$30.16
May 4, 2014	\$26.77	\$2.68	\$1.35	\$0.00	\$0.10	\$30.90

### **Bricklayer Helper**

May 1, 2011	\$28.46	\$2.85	\$1.35	\$0.00	\$0.10	\$32.76
May 6, 2012	\$29.22	\$2.92	\$1.35	\$0.00	\$0.10	\$33.59
May 5, 2013	\$29.99	\$3.00	\$1.35	\$0.00	\$0.10	\$34.44
May 4, 2014	\$30.78	\$3.08	\$1.35	\$0.00	\$0.10	\$35.31

**Furthermore**, as part of the conditions for implementing this reallocation of pension contributions the parties agree to the following:

- There are no requirements for the Employer to remit pension contributions under the said collective agreement to the Labourers' Pension Fund of Western Canada on behalf of employees paid according to the wage schedules contained in this Letter of Understanding.
- Should employer pension contributions change during the life of the 2011-2015 collective agreement then the parties will mutually agree to a revised wage schedule that reflects the 2011 ratio of amounts reallocated to Wages and Holiday & Vacation pay to the 2011 employer pension contribution.

This Letter of Understanding shall be attached to and form part of the 2011 – 2015 Collective Agreement.

All of which is agreed this 25<sup>th</sup> day of May, 2011:


**For the Association:**


**Signed on behalf of  
Construction Labour Relations  
- An Alberta Association  
Labourers (Provincial)  
Trade Division**

  
R. N. Tidsbury, President  
Construction Labour Relations

**For the Unions:**

**Signed on behalf of  
The Construction and  
General Workers' Union -  
Union Local 92,  
Edmonton, Alberta, and  
The Construction and Specialized  
Workers' Union Local 1111,  
Calgary, Alberta**

  
John Desrosiers  
Business Manager  
Local Union No. 92

  
Rick Martin  
Business Manager  
Local Union No. 1111

## **Appendix H**

### **Letter of Understanding**

**by and between**

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION  
LABOURERS (PROVINCIAL) TRADE DIVISION  
(the "Association")**

**AND**

**THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92  
and  
THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111  
(both together or individually referred to as the "Union(s)")**

### **Re: Rapid Site Access Program**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2011 through April 30, 2015 as set out in the said Collective Agreement, and

**Whereas:**

- A. 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.
- B. The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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:**


- 1. Subject to (2) and (3) 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.
- 2. The Union's agreement in (1) 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.
- 3. Subject to (2) 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.
- 4. 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 – 12<sup>th</sup> Street N.E., 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.
- 5. This Letter of Understanding shall be attached to and form part of the 2011-2015 Collective Agreement entered into between the Parties.



All of which is agreed this 25<sup>th</sup> day of May, 2011:


**For the Association:**

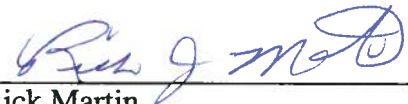
**Signed on behalf of  
Construction Labour Relations  
- An Alberta Association  
Labourers (Provincial)  
Trade Division**

  
\_\_\_\_\_  
R. N. Tidsbury, President  
Construction Labour Relations

**For the Unions:**

**Signed on behalf of  
The Construction and  
General Workers' Union -  
Union Local 92,  
Edmonton, Alberta, and  
The Construction and Specialized  
Workers' Union Local 1111,  
Calgary, Alberta**

  
\_\_\_\_\_  
John Desrosiers  
Business Manager  
Local Union No. 92

  
\_\_\_\_\_  
Rick Martin  
Business Manager  
Local Union No. 1111

## **Appendix I**

### **Letter of Understanding**

**by and between**

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION  
LABOURERS (PROVINCIAL) TRADE DIVISION  
(the "Association")**

**AND**

**THE CONSTRUCTION AND GENERAL WORKERS'  
UNION LOCAL 92**

**and**

**THE CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1111  
(both together or individually referred to as the "Union(s)")**

### **Re: Referral for Case Managed Aftercare**

#### **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 into 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 2011-2015 Collective Agreement entered into between the Parties.

Signed this 25<sup>th</sup> day of May, 2011, by and between:


**For the Association:**

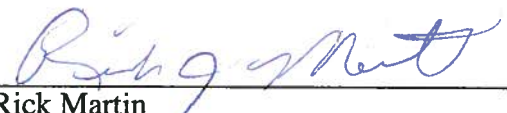
**Signed on behalf of  
Construction Labour Relations  
- An Alberta Association  
Labourers (Provincial)  
Trade Division**

  
R. N. Tidsbury, President  
Construction Labour Relations

**For the Unions:**

**Signed on behalf of  
The Construction and  
General Workers' Union -  
Union Local 92,  
Edmonton, Alberta, and  
The Construction and Specialized  
Workers' Union Local 1111,  
Calgary, Alberta**

  
John Desrosiers  
Business Manager  
Local Union No. 92

  
Rick Martin  
Business Manager  
Local Union No. 1111

\*

**3. Alcohol and Drug Work Rule**

**3.1 An employee shall not**

- (a) use, possess or offer for sale alcohol and drugs or any product or device that may be used to attempt to tamper with any sample for a drug or alcohol test while on company property or at a company workplace,
- (b) report to work or work
  - (i) with an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath.
  - (ii) with a drug level for the drugs set out...[in the Canadian Model]...equal to or in excess of the concentrations set out ...[in the Canadian Model],
  - or
  - (iii) while unfit for work on account of the use of a prescription or nonprescription drug,
- (c) refuse to
  - (i) comply with a request made by a representative of the company under 4.3 [of the Canadian Model],
  - (ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 [of the Canadian Model], or
  - (iii) provide a sample for an alcohol and drug test under 4.8 [of the Canadian Model],
- (d) tamper with a sample for an alcohol and drug test given under 4.8 [of the Canadian Model].