

**PROVINCIAL
MILLWRIGHTS
COLLECTIVE AGREEMENT**

between

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

and

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

August 12, 2007 - April 30, 2011

*March 25, 2008 - Amended **WAGE SCHEDULE** effective May 4, 2008
pursuant to Letter of Understanding (Appendix C)*

Published March 25, 2008

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**PROVINCIAL
MILLWRIGHTS COLLECTIVE AGREEMENT**

August 12, 2007 - April 30, 2011

- Between -

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

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

**on behalf of and as agent for all Employers who are affected
by the operation of Registration Certificate No. 49**

hereinafter referred to as the "Employer(s)"

Party of the First Part

and

**Millwrights, Machinery Erectors and Maintenance Union 1460 of the United
Brotherhood Of Carpenters and Joiners Of America
[hereinafter referred to as the "Local Union" or "Union"]**

Party of the Second Part

WHEREAS, the parties hereto have bargained collectively and have reached agreement respecting the provisions to be included within the Collective Agreement as follows:

ARTICLE ONE - TERM OF AGREEMENT

- 1.01** The provisions of this Agreement, except as otherwise herein set out, shall come into effect on August 12, 2007 and shall remain in effect until April 30, 2011.
- 1.02** After April 30, 2011 this Agreement shall continue in full force and effect from year to year unless the provisions of clause 1.03 are complied with.
- 1.03** Should either Party hereto wish to change, add to, delete, amend or cancel any clause or provision contained in this Agreement, notice in writing shall be given to the other Party hereto not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry of the term of the Collective Agreement. Should such notice be given this Agreement will continue in force until such time as the Union or Employer commence a lawful strike or lockout or conclude a new Collective Agreement.

ARTICLE TWO - SCOPE

- 2.01** Each Employer in accordance with the scope of its own certification or subsisting voluntary recognition recognizes the Union as the sole and exclusive bargaining representative for all journeymen and apprentices employed in the millwrighting trade on work within the scope of this Collective Agreement.

It is agreed that notwithstanding the consolidation of Local 1975 (Calgary), into Local 1460 (Edmonton), and whose territorial jurisdiction was defined in the 1993-1995 Collective Agreement pursuant to Registration Certificate No. 12, the collective bargaining relationship with the expanded Local 1460, and which was established prior to the amalgamation of the two Locals, shall be in respect to those territories as were affected by collective bargaining relationships established with the respective Local Unions as formerly defined in the 1993-1995 Collective Agreement.

- 2.02** The Union recognizes the Registered Employers' Organization as the sole and exclusive bargaining representative of all Employers bound by this Collective Agreement.
- 2.03** (a) The area jurisdiction of Local 1460 includes all parts of the Province of Alberta and as such the terms of this Collective Agreement shall apply to all parts of Alberta.
- (b) The jurisdiction of Local 1460 shall also include the District of Mackenzie to the North Pole in the Northwest Territories and the terms of this Agreement will be made applicable to this area for those contractors listed in Appendix "A" attached hereto and to any additional contractors who may subsequently agree to be so bound.

ARTICLE THREE - WAGES AND OTHER EARNINGS

3.01 (A) The minimum hourly wage rate for a Millwright Journeyman shall be as follows:

| Date | Wage | Holiday Pay | Health & Welfare | Pension | Training Fund | Total Package |
|------------------------|----------------|--------------------|-----------------------------|----------------|----------------------|----------------------|
| August 12, 2007 | \$36.01 | \$3.60 | \$2.26 | \$5.75 | \$0.41 | \$48.03 |
| May 4, 2008 | \$38.10 | \$3.81 | \$2.26 | \$5.75 | \$0.41 | \$50.33 |
| May 3, 2009 | \$40.10 | \$4.01 | \$2.50 | \$6.50 | \$0.49 | \$53.60 |
| May 2, 2010 | \$42.38 | \$4.24 | \$2.50 | \$6.50 | \$0.50 | \$56.12 |

NOTE – SEE LETTER OF UNDERSTANDING (APPENDIX C) RESPECTING POTENTIAL ADJUSTMENT TO THE WAGE SCHEDULE FOR MAY 4, 2008 AND/OR MAY 3, 2009, AND/OR MAY 2, 2010.

Foreman rates will be journeyman rates plus \$5.50 per hour.

General Foreman rates will be journeyman rates plus \$7.50/hour.

3.01 (B) Apprentices

(i) All references to Millwright Apprentices shall be governed by the Regulations of the Alberta Apprenticeship and Industry Training Act, excepting the wage rates, as they affect the trade of Millwrighting.

(ii) Apprentice Millwrights shall be paid on a percentage of the basic Journeyman rate as follows:

| | |
|--|-----|
| 1st year | 60% |
| after six months served and completed as well as achieving 50% of the 1 st year hours required by AIT | 65% |
| 2nd year (following successful completion of exam) | 70% |
| after six months served and completed as well as achieving 50% of the 2 nd year hours required by AIT | 75% |
| 3rd year (following successful completion of exam) | 80% |
| after six months served and completed as well as achieving 50% of the 3 rd year hours required by AIT | 85% |
| 4th year (following successful completion of exam) | 90% |
| after six months served and completed as well as achieving 50% of the 4 th year hours required by AIT | 95% |

Note: AIT = (Alberta) Apprenticeship and Industry Training

(iii) The apprentice’s next period increase will become effective on the first pay period following the date the apprentice presents to his Employer the letter received from AIT notifying them of successful completion of a term unless the apprentice’s anniversary date has not been reached. In that case

the increase will become effective on the first pay period following the anniversary date. An apprentice will receive his increase to journeyman rate on the first pay period following the date his ticket becomes effective.

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

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

3.02 Vacation Pay

Employees Annual Vacation Pay shall be 6% of the employee's total hourly earnings. Such total hourly earnings shall be deemed to include straight time hours, overtime hours, premium time hours and shall be paid each pay period with the employee's regular pay.

3.03 Statutory Holidays

All work performed on the following recognized holidays shall be paid for at the rate of double time, plus any applicable shift differential, as follows:

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

and any one Federal or Provincial Holiday that may be established.

- 3.04** Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day. Work performed on the date on which the Statutory Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the Statutory Holiday is then observed will be paid at double time.

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

- 3.06** In lieu of pay for the above recognized holidays the Employer shall pay an additional 4% of the employee's total hourly earnings each week, including overtime hours and premium time hours.

ARTICLE FOUR - HEALTH AND WELFARE

- 4.01** The Employer shall contribute the amount specified in Article 3.00 to the Millwrights Health and Welfare Trust Fund for Alberta (Edmonton) for all hours WORKED by employees covered by this Agreement. All monies so accrued during a calendar month will be payable not later than the fifteenth (15th) day of the month following.
- 4.02** The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 4.03** The above mentioned Health and Welfare Trust Fund shall be equally and jointly trusted by Employer and Union representatives.

ARTICLE FIVE - PENSION PLANS

- 5.01** The Employer shall contribute the amount specified in Article 3:00 to the Millwrights Pension Trust Fund of Alberta (Edmonton) for all hours EARNED by employees covered by this Agreement. All monies so accrued during a calendar month will be payable not later than the fifteenth (15th) day of the month following.

Contributions remitted to the Millwrights Pension Trust Fund of Alberta (Edmonton) pursuant to article 3.01 (A) for members, as of August 1, 1997, of former Local 1975 (Calgary) as defined in the 1993 - 1995 collective agreement pursuant to Registration Certificate No. 12, shall be deemed to be held in trust by the Millwrights Pension Trust Fund of Alberta (Edmonton) for remittance to The Calgary Millwrights Pension Trust Fund.

In the event that these Calgary members identified above become members of the Edmonton Pension Plan, then pension remittances shall be made to the Edmonton Pension Plan for these Calgary members. The change will be subject to, and effective as of the date identified by, written notification from both of the Boards of Trustees of the Edmonton and Calgary Plans to the CLR-A Millwrights Trade Division.

- 5.02** The Employer's liability to the Millwrights Pension Trust Fund of Alberta (Edmonton) or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 5.03** The above mentioned Pension Trust Funds shall be equally and jointly trusted by Employer and Union representatives.

ARTICLE SIX - TRAINING FUNDS

- 6.01** The Employer shall contribute the amount specified in Article 3:00 to the Millwright Local Union 1460 Training Trust Fund for all hours WORKED by employees covered by this Agreement. All monies so accrued during a

calendar month will be payable not later than the fifteenth (15th) day of the month following.

- 6.02** The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 6.03** The above mentioned Training Trust Fund shall be equally and jointly trusted by Employer and Union representatives.

ARTICLE SEVEN - HOURS OF WORK

- 7.01** The maximum of eight (8) hours shall constitute a normal day's work beginning at 8:00 a.m. and ending by 4:30 p.m. (except when one (1) hour lunch is taken in which case the normal day will end at 5:00 p.m.). The maximum normal work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. The above schedule is intended to represent a normal work day or work week and is not to be construed as a guarantee of hours of work per day or per week or with respect to days in a week.

The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at his 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.

A change in start/quit times or lunch hours shall be applied for a minimum of one week on the jobsite. In no circumstances shall split shifts be created, unless mutually agreed between the parties in writing.

- 7.02** Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.
- 7.03** The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one-half (1½) times the applicable rate of pay. All other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.
- 7.04** For the purposes of calculating overtime hours, overtime shall normally be scheduled upon the completion of the regular days shift. When an Employee is required to work prior to the commencement of his regular shift, such time shall be considered as overtime.
- 7.05** All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.
- 7.06** Starting time shall be at the main brass shack or where there is no brass shack at the area designated by the Employer. Sufficient pick-up time will be allowed prior to quitting time. A suitable signal shall be provided to give starting and quitting time where feasible.

7.07 Regular employees reporting to work shall be paid two (2) hours pay at regular rates if no work is available. Employees may be required to remain on site for these two (2) hours and perform any Millwright work requested.

New Employees requested to report for hiring shall be paid four (4) hours pay at regular rates if no work is available, plus applicable travel allowances, subsistence and meals. This clause shall not apply where the Employer has notified the union(s) in reasonable time, that the employee is not eligible for re-hire for just cause.

7.08 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 overtime is worked beyond the normal working day, then the employee will be allowed a coffee break at the end of the normal shift and every two (2) hours between meals thereafter. Such breaks to be taken in regular lunch room or suitable enclosed, weatherproof, clean, heated areas.

On a compressed work week scheduled pursuant to Article 7.13, or on regular eight hour days when two or more hours of overtime has been scheduled, employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen minutes (15) minutes in the second half of such shifts.

7.09 Where Employees are required to work in excess of ten (10) hours in a single shift, they shall be provided immediately after ten (10) hours, with a suitable meal (hot where possible) and every four (4) hours thereafter until the shift is ended. The cost of the meal(s) and the time consuming same shall be paid for at the straight time rates contained in this Agreement, to a maximum of one half (1/2) hour in duration. Where the Employer is paying subsistence, this clause shall also apply.

Should an employee not be provided with meals as set out in the preceding paragraph, he shall receive one-half (1/2) hour's pay at the applicable rate for each meal not provided. These conditions shall not exceed more than 14 calendar days.

7.10 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 (1/2) hour earlier and finish up to one half (1/2) hour later

than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 7.09 will not apply unless those provisions are applicable to the rest of the crew.

7.11 Where compressed work weeks are worked, recognizing emergency situations will arise, if the Contractor has not scheduled in excess of the ten (10) hour shift, the Contractor shall be granted a one (1) hours extension where the Contractor need not supply a hot meal.

7.12 Under no circumstances shall any form of payment be made to the Employee in lieu of the Employer providing such meal(s) unless prior

agreement has been reached between the Employer and the Business Manager of the Union, or his Representative.

7.13 COMPRESSED WORK WEEK

The regular hours of work may be worked, as an option, on the basis of four (4) days times ten (10) hours per day Monday through Thursday, provided always that once this option is applied, the contractor shall complete at least a full weeks work on this shift. This Monday to Thursday schedule may be varied by mutual consent between the Employer and the Union and such consent will not be unreasonably withheld. The above schedule is intended to represent a normal work day or work week and is not to be construed as a guarantee of hours of work per day or per week or with respect to days in a week.

7.14 Where this option is worked, pursuant to Article 7.13, all hours in excess of ten (10) hours per day Monday through Thursday, shall be paid for at two (2) times the applicable rate of pay. When the subsequent Friday is worked, the first ten hours shall be paid at one and one-half (1½) times the applicable rate of pay.

7.15 When job circumstances 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.

7.16 When a compressed work week is being worked and a statutory holiday falls on a regularly scheduled work day(s) off, then the following regularly scheduled work day(s) will be observed in lieu thereof unless varied by mutual consent. When a statutory holiday falls in the middle of a work week, the Union and the Employer shall mutually agree to the work schedule for that week. Work performed on the date on which the Statutory Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the Statutory Holiday is then observed will be paid at double time.

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

SHIFT WORK

7.18 Shift work may be performed at the option of the Employer, however, when shift work is performed at least two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least three (3) consecutive regular working days. Should each of the shifts outlined above not continue for a period of three (3) consecutive working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this portion of this Agreement.

7.19 Where a shift is commenced and has run for at least the three (3) consecutive days referred to above, should the shift terminate in the middle of the week, or an employee hires on in a week in which a shift ends, affected employee(s) shall only be entitled to shift premium on regular hours of work.

By mutual agreement, shifts may be established for periods of less than three (3) consecutive regular working days and in such an event, the deemed overtime that would otherwise be payable shall not apply.

- 7.20** The first shift shall work a normal shift as set out in clause 7.01 of this Agreement, with the applicable overtime rate after eight (8) hours of work.
- 7.21** Shifts commencing at any time after 3:00 p.m. shall work eight (8) hours. The hourly rate for employees on shifts shall be \$3.00 per hour greater than their applicable day time rate of pay. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.
- 7.22** 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, plus shift differential, after each shift until a break of eight (8) consecutive hours occurs, exclusive of travel allowance.
- 7.23** When an employee loses a regular day through the implementation or termination of shift work, then the Employee shall be paid a regular days pay for the day lost.
- 7.24** Where the owner/client may require work to be done on a single shift basis at start/quit times that may be at variance with the start/quit for a regular shift, single shift operations shall be permitted subject to the payment of shift differential. The shift differential shall be paid on all hours worked and at the highest rate that the employee would have been entitled to if the operation would consist of more than one shift. Overtime shall be payable on all hours in excess of eight (8) hours per day and forty (40) hours per week and on Saturdays, Sundays, or Statutory Holidays.

ARTICLE EIGHT - PAYMENT CONDITIONS

- 8.01** Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the employee's choice. Where direct deposit is used, employees will be provided with pay summaries on payday which can be sent by fax to out of town jobs if necessary.
- 8.02** Not more than five (5) days' pay shall be held back.
- 8.03** All wages due, E.I. Separation Certificate and "Completed" Apprenticeship Book where applicable shall be given to the employee upon termination. When the pay office is not located at the job site, the employee's wages and E.I. Separation Certificate will be sent to him by courier or equivalent service within three (3) regular working days, or, arrangements can be made to pick them up at the Employer's Office in Calgary or Edmonton as applicable the next working day. Notwithstanding the above, in circumstances where the employee is being paid by direct deposit the final pay will be paid on the next regular pay day when the time owing would have been normally payable.
- 8.04** The employer agrees to provide, a complete statement for every employee each pay period, showing dates of the payroll period covered, social insurance number and showing separate totals of the following:
- (1) Straight time hours.

- (2) Overtime hours.
- (3) Shift premium paid.
- (4) Statutory Holiday pay.
- (5) Vacation pay.

8.05 The employer shall further provide each employee with a statement of his earnings for each period showing all amounts deducted.

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

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

ARTICLE NINE - NOTICE OF TERMINATION OF EMPLOYMENT

9.01 When an employee's employment is terminated by the Employer, a minimum of two (2) hours verbal notice shall be given to the affected employee. Within that time the employee shall use such period as he may deem to clear his affairs, i.e. tools, tool crib, accommodation, belongings, etc.

9.02 When an employee leaves of his own accord, he shall give the Employer two (2) hours' verbal notice of his intention.

- 9.03** When an employee is notified of his termination the respective steward shall be notified.
- 9.04** When a layoff occurs, members of the Local Union shall be given preference of employment over permit or applicant members in the work for which they are qualified. This clause will apply except by mutual agreement between the Employer and the Union.
- 9.05** Should a layoff of an employee occur while he is not on site, he shall be compensated two (2) hours pay, plus travel allowance where applicable providing the employee arrives back at the site to pick up his tools.

ARTICLE TEN - TOOLS & WORKING CONDITIONS

- 10.01** The Employer shall provide a suitable lockfast place for Millwrights' clothing, lunch room, and for safe separate storage of the Millwrights' tools, which shall be weather-proofed, heated and suitably clean, and with sufficient room to permit proper storage, without stacking, of tool boxes.
- 10.02** The Employer must assure the safety of members' tools against loss by fire, theft or damage in company operations including theft by forcible entry and shall replace said tools with new tools of equal quality, providing the Millwright, in conjunction with an authorized Employer representative verifies the loss. The said replacement shall occur within 30 days.
- 10.03** The following tools or their equivalents must be provided by the Millwright:
- | | |
|--|----------------------------|
| 1 - 6" or 8" Precision Level | 1 - 50' Steel Tape |
| 1 - 10' Steel Tape | 1 - 0 - 1" Micrometer |
| 1 - Feeler and Taper Gauge | 2 - 1 lb. Plumb Bobs |
| 3 - Ball Peen Hammers to 2 lbs. | 1 - Hack Saw |
| 1 - Set Punches and Chisels | 1 - Pair Comb. Pliers |
| 1 - Pair Side Cutters | 1 - Pair 10" Snips |
| 1 - 8" Pipe Wrench | 1 - Set Adjustable |
| 1 - Set Hex Head Wrenches | Wrenches to 12" |
| 1 - Set Assorted Screwdrivers | 1 - Set ½" Drive |
| 1 - 6" Precision Scale | Sockets to 1¼" |
| 1 - Soft Faced Hammer | 1 - Set Combination |
| 1 - Scriber | Wrenches to 1¼" |
| 1 - 18" Straight Edge | 1 - Set of Dividers to 12" |
| 1 - Inside and Outside Calipers to 12" | 1 - Pair Vise Grip Pliers |
| 1 - Pair "C" Clamps | 1 - 12" Full Comb |
| 1 - Centre Punch | Precision Square |
| 1 - Set Babbit Scrapers | 1 - Alignment Bar |
| 1 - Dial Indicator | Tool Boxes |
| 1 - Inside Micrometer up to 12" | |

The employee's tools shall be subject to verification by the Employer upon employment.

All other necessary tools shall be provided by the Employer. The tools of an employee starting a job shall be in good condition and shall be kept so on the Employer's time.

- 10.04** Apprentices shall not be required to supply precision tools, such as a micrometer, dial indicator or precision levels, but shall be expected to have some of the tools of the trade as befits their experience.
- 10.05** The Employer shall provide suitable clean and enclosed sanitary facilities, and as soon as job conditions permit, flush toilets, urinals and wash basins.
- 10.06** Where no running tap water is available, fresh cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.
- 10.07** Employees who are working, or are offered the number of hours of employment provided by this Agreement, shall not engage in their trade or any other work for payment on other projects after hours excepting on their own premises.
- 10.08** There shall not be any task work or piece work on projects covered by this Agreement.
- 10.09** The Employer will issue the necessary equipment to men when required under the Occupational Health and Safety Act, including the supply of safety helmets, sweatbands, liners in winter, gloves for welding and gas cutting operations, burning goggles and non-prescription safety glasses, hand cleaner and paper towels, and gloves. On abnormally corrosive maintenance or revamp or repair work in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply either the necessary protective clothing or a set of coveralls at no cost to the employee. The said protective clothing shall be returned when no longer required. The Employer shall have the right to with-hold issuing gloves when he feels the provision is being abused or misused.
- 10.10** Members staying in Employer supplied accommodations who are injured on the job and become a Workers Compensation Board case, and who require transportation cost not covered by Workers Compensation Board back to the job shall be paid such transportation costs.
- 10.11** All work within the scope of this Agreement requiring precision tools, qualifications, skills and ability of a Millwright, shall be performed by members of the Union. Millwrights will not be requested to loan their tools or use their motor vehicles in a manner which is unfair to other members or against the best interests of the Union.
- 10.12** Where employees transport their tools to jobs where initial and terminal travel allowance applies, the employees will receive fifteen cents (15¢) (effective May 3, 2009 seventeen cents (17¢)) per kilometer in addition to their initial and terminal travel allowance.

ARTICLE ELEVEN - LOCAL RESIDENTS

- 11.01 (a)** A local resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six months prior to being engaged on the project. It

is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.

(b) Process for Determining Local Status

Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representatives of the Employer and the Union shall determine the individual's acceptability as to residency only. The Joint Labour Management 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 a local resident.

(c) Guidelines for determining "Real Residency"

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

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

11.02 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.

11.03 Local residents residing between a forty-five (45) km radius and a seventy-five (75) km radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of thirty-three dollars (\$33.00) per day worked (thirty-six dollars (\$36.00) per day worked effective May 3/09) to cover

transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of seventeen dollars (\$17.00) (effective May 3/09 nineteen dollars (\$19.00)) will be paid for each day worked.

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

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

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

11.06 The parties agree that the early participation of qualified local resident employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesmen will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the parties.

The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members 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 TWELVE - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

12.01 DAILY COMMUTING

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

- (a)** A forty-five (45) kilometer radius free zone from the center of the cities of Edmonton or Calgary (Geodetic Monument) or around any place in which employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone.

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 750, 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.

- (b) 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-seven cents (47¢) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on traveling at 80 km per hour, at the employee’s applicable base rate, from the point where the edge of the 45 km radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

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

| | |
|---|---------------------|
| <u>Travel Allowance:</u> 80 km @ 80 km per hour | |
| 1 hour at base rate of \$36.01 = | \$36.01 |
| <u>Vehicle Allowance:</u> | |
| 80 km. @ \$0.47 cents per km. = | + <u>\$37.60</u> |
| For a daily total of: | <u>\$73.61</u> |

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 Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the

first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.

- (c) When an employee is being paid subsistence allowance in accordance with Article 12.04 (a)(iii) or (b)(iii), and when there is no accommodation available within 45 km. of the project on which the employee is engaged, the employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometres beyond a 45 kilometre radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometre radius of the project becomes available, the payment of the travel allowance will cease.
- (d) Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- (e) 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.
- (f) 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 15 minutes beyond the scheduled departure time, up to a limit of two (2) hours at the applicable straight time rate.
- (g) 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 established by the formula in 12.01(b) above if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (h) 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.

12.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under 12.01(b) would apply shall be paid travel allowance for initial travel and transportation to the project and

return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall location, as applicable, as follows:

- (i) up to 200 kilometers - \$77.00 each way (effective May 3/09 \$84 each way);
 - (ii) over 200 kilometers to 300 kilometers - \$110.00 each way (effective May 3/09 \$120 each way);
 - (iii) over 300 kilometers to 375 kilometers, and the Empress area - \$132.00 each way (effective May 3/09 \$144 each way);
 - (iv) over 375 kilometers to 475 kilometers \$198.00 each way (effective May 3/09 \$216 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 \$303.00 each way (effective May 3/09 \$330 each way) or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
- (b) When transportation is provided by the employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than 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 such employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article 12.01 (d).
- An employee who has elected collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.
 - An employee who has elected collective agreement initial/return/rotation allowances and who is found using employer provided transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.
 - If a person who elects collective agreement initial/return/rotation allowances uses employer provided transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - Regulations shall be established for the use of employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.

- Notwithstanding the foregoing, an employee who has elected to use employer provided transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- (c) Employees will qualify for and receive, with the next regular pay, initial transportation allowance to the job site after being employed at the site for either fifteen (15) calendar days or completion of the job, whichever is the lesser.
- Should the employee remain on the job until completion of thirty (30) calendar days, or until completion of the dispatched job requirement, whichever may be the lesser, they shall receive the return transportation allowance to be paid with his final pay cheque.

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

12.03 ROTATIONAL LEAVE (TURNAROUNDS)

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy - Five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Pay an allowance of One Hundred and Fifty-Four Dollars (\$154.00) (effective May 3/09 One Hundred and Sixty-Eight Dollars (\$168)) after Thirty-Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty-Five (35) calendar days of employment on the job.
Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.
 - (ii) Allow Employees Five (5) working days leave after each Thirty-Five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy - Five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available,

or pay an allowance of Two Hundred and Seventy-Five Dollars (\$275.00) (effective May 3/09 Three Hundred Dollars (\$300)) where airline service is not available, after Thirty-Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty-Five (35) calendar days of employment on the job.

- (ii) Allow Employees Five (5) working days leave after each Thirty-Five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (d) Where the Employer supplies transportation the Employee shall not be entitled to the above provisions, subject to the provisions of 12.02 (b), save and except that the Employee shall remain eligible for rotational leave as per clauses 12.03 (a) (ii), 12.03 (b) (ii), and 12.03 (c).
- (e) Time spent away from a jobsite due to a jobsite closure or scheduled vacation of one work week (5 days or 4 days as the case may be) or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

12.04 ACCOMMODATION, ROOM & BOARD

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

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

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) 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 dollars (\$100.00) per day throughout the Province of Alberta except for:
 - the Athabasca and Cold Lake regions where the rate will be one hundred twenty dollars (\$120.00).
 - the Edson, Fox Creek, Peace River and Red Deer regions where the rate will be one hundred twenty-five dollars (\$125.00).
 - the Hinton region where the rate will be one hundred thirty-five dollars (\$135.00).
 - the Fort McMurray region where the rate will be one hundred forty-five dollars (\$145.00).

- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (as applicable) one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a first or last day of a scheduled shift provided the employee reports for work on the work day immediately preceding and following the Statutory Holiday.

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

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

- (i) camp accommodation; or
- (ii) mutually agreed room and board; or
- (iii) reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred dollars (\$100.00) per day.

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

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses 12.04(a)(ii) or 12.04(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 Articles 13.05 and 13.09. 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 residence shall receive their board and room or daily allowance for those days they were scheduled to work, during the period such circumstances continue, up to a maximum of three (3) days.
 - (ii) If an employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from his employer, the employee will receive a prorated amount of subsistence based upon the number of hours the employee worked in the work day, compared to the regularly scheduled hours of work for the day.
If the employee leaves prior to the normal quitting time with the consent of the employer they will receive the normal daily subsistence allowance for that day.
 - (iii) All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 1999 - 2008 camp rules and regulations, or any successor thereto.
 - (iv) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.
 - (v) 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 hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings.

ARTICLE THIRTEEN - GRIEVANCE PROCEDURE

13.01 "GRIEVANCE" means any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, or any question as to whether any difference is arbitrable arising between the parties or persons bound by the Collective Agreement and "PARTY" means one of the parties to this Agreement.

All grievances shall be finally and conclusively settled without stoppage of any part of the Employer's work in the following manner:

13.02 To solve a grievance, an employee shall first either himself or accompanied by such persons as he shall choose, discuss it with his foreman, his steward, or with the Employer management, and if they agree, their decision shall be brought to the attention of Union and Management.

13.03 If satisfaction is not received then, within fifteen (15) working days of the initial occurrence of the event complained of, the grievor or the Union shall file with the job superintendent or manager a grievance, in writing, which shall contain the following information:

- (a) articles and clauses allegedly violated;
- (b) efforts made to solve alleged violation;
- (c) pertinent names, dates and facts concerning alleged violation;
- (d) remedy requested;
- (e) signature of the grievor.

Within five (5) working days of receipt of the alleged grievance described in 1 above, the Employer (Union) shall issue a reply in writing, by registered mail or by personal delivery to the grievor, the job steward or a business agent of the Union involved.

13.04 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 may be referred to arbitration within 5 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (c) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (d) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.

- (e) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
 - (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
 - (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.
 - (h) No lawyers shall be permitted to participate in the JGP proceedings
- 13.05** If the grievance is not concluded pursuant to Clause 13.03, within five (5) working days, or pursuant to the pre-arbitration procedure at 13.04, then either of the parties may notify the other party in writing of its desire to submit the difference to arbitration, and the notice shall contain a statement of the difference and the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) working days of the appointment of the second appointee, appoint a third person who shall be the chairman.
- 13.06** If the recipient of the notice fails to appoint an arbitrator with the time limits under Clause 13.05, the appointment shall be made by the Minister of Labour upon the request of either party. If the two appointees fail to agree upon a chairman within the time limit under Clause 13.05, the appointment shall be made by the Minister of Labour upon the request of either party.
- 13.07** The arbitration board shall hear and determine the difference and shall issue an award in writing and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the award of the arbitration board, but if there is no majority, the decision of the chairman governs and it shall be deemed to be the award of the board.
- 13.08** Each party to the difference shall bear the expense of its respective appointee to the arbitration board and the two parties shall bear equally the expenses of the chairman.
- 13.09** The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.
- 13.10** In lieu of this "Arbitration Board" referred to in Articles 13.05 through 13.09, a single arbitrator in accordance with the Alberta Labour Relations Code may be instituted by mutual agreement of the parties.

- 13.11** The Employer or the Union may institute a grievance under the terms of this Agreement.
- 13.12** The Employer may initiate a grievance with the Union providing the subject matter of the grievance has been discussed with the grieving Employer's Superintendent, the Steward, or the Union, so there will be an opportunity of dealing with the complaint. A grievance submitted to the Union by the Employer must follow the procedures of Article Thirteen (13.00) except the steps taken by the Employee and/or the Union and the Employer shall be reversed. A grievance submitted to the Employer by the union must follow the procedures of Article Thirteen (13.00).
- 13.13** No grievance shall be held to be invalid by reason of any defect of form or any technical irregularity.
- 13.14** The Arbitration Board or Arbitrator shall give its decision not later than fourteen (14) days after its appointment, except that with the consent of both parties, such limitation of time may be extended.
- 13.15** For the purpose of this Agreement, the time limits specified in the Grievance and Arbitration Procedures outlined herein, shall be deemed to exclude Saturdays, Sundays and recognized holidays.

ARTICLE FOURTEEN - UNION RIGHTS

- 14.01** The Union shall appoint one (1) steward per shift as a spokesman on each project. Each steward at the time of his appointment shall be a qualified journeyman (holding an Alberta Certificate or equivalent) and one of the working force, or fourth year apprentice.
- 14.02** **Job Stewards**
- (i) Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name or names of such job stewards and in the event of a layoff or reduction in the work force, such job stewards shall at all times, be given preference of continued employment until completion of the work for which he is qualified. Reasonable time shall be given to the job steward to carry out his duties.
 - (ii) The job steward shall notify the employer of a temporary job steward in the event of his absence and the said employee shall be recognized by the employer as job steward and shall not be discriminated against for accepting this position and shall be one of the latter to be laid off.
- 14.03** Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the "Canadian Model Alcohol Guidelines and Work Rules".
- 14.04** Business agents shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or person in charge, of his presence on the job. Nothing in

this clause shall be interpreted to restrict the right of the Employer or his representative to temporarily refuse entry if circumstances warrant.

- 14.05** The Employer recognizes the Union as the exclusive bargaining agent for all the Employer's employees within the scope of this Agreement and within the proper jurisdiction of the Union. The Employer shall deal only with the authorized representative of the Union.
- 14.06** Lists of Millwrights on the job will be made available to job stewards. Union approved referral slip, or confirming fax from the Local Union of those Millwrights dispatched, must be shown to the job steward.
- 14.07** There shall be no transfer of stewards from shift to shift without Union permission in writing.

ARTICLE FIFTEEN - MANAGEMENT RIGHTS

- 15.01** 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 select, hire, promote, transfer, or discharge any employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling in accordance with the terms of this Agreement.

Except by specific restrictions as set forth in this Collective agreement, the Employer is deemed to have retained the traditional rights of management.

ARTICLE SIXTEEN - JURISDICTIONAL DISPUTES

- 16.01** A jurisdictional dispute is that dispute between the Union and the Employer, both party to this Collective Agreement, in respect to an assignment of trade jurisdiction to a particular building trade union.
- 16.02** There shall be no stoppage of work or lockout due to jurisdictional disputes involving various trades. All work assignments shall be made in accordance with the Procedural Rules and Regulations of the Impartial Jurisdictional Disputes Board (or a successor agency) commonly referred to as the "Blue Book".
- 16.03** Jurisdictional disputes are not grievable under Article Thirteen (13) of this Agreement, provided the steps in the Procedural Rules and Regulations of the Impartial Jurisdictional Disputes Board or a successor agency are available and have been complied with.
- 16.04** Notwithstanding 16.02 and 16.03, all jurisdictional disputes arising between the parties to this agreement with any of the affiliated trade organizations comprising the Alberta (and N.W.T.) Building Trades Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.

ARTICLE SEVENTEEN - UNION SECURITY

17.01 When Millwrights are required, they shall be hired through the Union. Should the Union be unable to fulfill an order within three (3) working days, the Employer may obtain such workmen elsewhere, it being understood that such workmen, by meeting Union Tradesmen Qualifications, shall join the Union within thirty (30) days and remain a member in good standing of the Union as a condition of continuing employment.

Employees hired through the union hiring hall will be dispatched in the order they appear on the union's out-of-work list with the following exceptions:

Employers may name request one employee out of the first four Millwrights hired and one employee out of those hired subsequently up to ten (10) employees. Employers may name request one additional employee out of each ten (10) employees hired subsequently to a maximum of five (5) name hires per project.

FOREMEN

17.02 Where there are two (2) or more journeymen on the same shift, one (1) shall be a foreman and shall receive foreman's pay and may work with his tools until such a time as there are five (5) Millwrights employed after which he shall act as a foreman and shall not normally work with his tools.

17.03 When a second foreman is required, a General Foreman at General Foreman rates shall be appointed and shall be able to handle a crew and give direct orders to members.

The appointment of additional foremen and General Foremen shall be the exclusive right of management except when additional foremen are appointed, the General Foreman shall no longer handle a crew.

17.04 All Millwright Foremen and General Foremen must possess a Government of Alberta Certificate of Qualification or qualified under Alberta legislation for the trade of Millwrighting. On all work coming under the terms of this Agreement, where General Foremen and Foremen are present, orders where practical shall be given in the following sequence: General Foreman to Foreman, Foreman to Journeyman.

17.05 All Foremen and General Foremen must be members of the Union where the Project is located except by mutual agreement between the Employer and the Union. During periods of labour shortages the Union will work with the contractors to insure an adequate supply of supervision including the use of travel cards if necessary.

ARTICLE EIGHTEEN - SUBCONTRACTING

18.01 The Employer agrees not to sublet or contract any work covered by the Millwright Trade jurisdiction coming within the scope of this agreement unless the contractor to whom the work is sublet or contracted to agrees to comply with the terms and conditions of this Agreement.

ARTICLE NINETEEN - UNION DUES CHECK-OFF

- 19.01** The Employer agrees to a check-off of Union dues (monthly and hourly or working dues) and initiation fees from all employees covered by this Agreement at the rates specified by the Union for each month or any part of a month thereof.
- 19.02** The above is to be remitted monthly to Local Union 1460 on or before the fifteenth (15th) day of the following month and for each month or part of each month thereafter that the employee is in employment, together with a list of names and S.I.N. from whom the deductions were made. The Employer and employees will be notified of any assessments that are outstanding.

ARTICLE TWENTY - JOINT LABOUR MANAGEMENT COMMITTEE

- 20.01** A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest.
- 20.02** The Joint Labour Management Committee shall consist of equal representatives of Labour and Management.
- 20.03** The Joint Labour Management Committee shall meet every six (6) months or sooner when mutually agreed.
- 20.04** Both the Employers and the Union will endeavor to appoint persons to the Committee who were actively involved in the last negotiations.
- 20.05** When a question arises regarding the interpretation of any part of this Agreement by either party it shall be referred to the other party of the Joint Labour Management Committee and if not resolved shall immediately be referred to the Joint Labour Management Committee.

ARTICLE TWENTY-ONE - SAVING CLAUSE

- 21.01** If any provision of this Agreement is in conflict with the laws or regulations of Canada or Alberta such provision shall be amended or deleted as necessary to comply with such law or regulation and the remainder of this Agreement shall not be affected thereby.

ARTICLE TWENTY-TWO - SAFETY

- 22.01** The job steward or any other qualified journeyman shall be a member of the Safety Committee.
- 22.02** The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule – 2005 Edition will apply on all work sites excepting for those exempted provisions as noted in the Letter Of Understanding which is attached as Appendix B and forms part of this Collective Agreement.

- 22.03** Effective May 4, 2008, workers dispatched by the Union shall be in possession of Oil Sands Safety Association (OSSA) certified site orientation training.

ARTICLE TWENTY-THREE - SPECIAL PROJECTS CLAUSE

- 23.01** In special circumstances the Union and the Trade Division may agree to recommend modifications to provisions of this Collective Agreement to provide for conditions that are unique to the special needs of the project.

Any modification to this Collective Agreement shall first be mutually agreed in writing by authorized representatives of Union and the Trade Division.

- 23.02** Special project needs may also be addressed on the initiative of the parties to this Collective Agreement.

- 23.03** Special Project needs will be addressed by the Parties in concert with other stakeholders in accordance with the terms of the Memorandum of Agreement signed April 20, 2004 between the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.

ARTICLE TWENTY-FOUR - ASSOCIATION DUES ASSESSMENT

- 24.01** In satisfaction of the Employers' obligations under section 163 of the Labour Relations Code and in satisfaction of the Employers' obligations under this collective agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to section 163 of the Code.

The rate of dues levied by the Association as of the effective date of this collective agreement shall be six (6¢) per hour for each and every hour worked by employees of the employer that are affected by construction registration certificate no. 49 and by this collective agreement.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to section 163 of the Labour Relations Code and pursuant to this article of this collective agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this collective agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

In addition to the contributions stipulated above, an amount which is currently two and one-half cents (2½¢) per hour worked (and which can be changed at the choice of Construction Labour Relations – Alberta (CLR-A)), shall be forwarded to Construction Labour Relations at 2725 – 12th Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR-A to provide the Construction Employee and Family Assistance Benefit Plan (CEFAP) for all bargaining unit employees employed under the terms of this Collective Agreement pursuant to the plan rules.

CLR is engaged in a number of other initiatives. These will vary from trade to trade, but in addition to the CEFAP, may include the Audiometric Testing and Hearing Protection program, the Rapid Site Access Program, and measures to enhance the training of supervisors. These contributions will be consolidated into the Employee Wellness and Development Fund, for which the CLR-A Board will establish, for each Trade Division and amend from time to time, the contribution rates and the initiatives to be covered.

ARTICLE TWENTY-FIVE - REFERENCE TO GENDER

25.01 Wherever the masculine gender is used in this Agreement it shall be meant to refer equally to the feminine gender and vice versa.

This Agreement signed this _____ day of _____, 2007

by & between:

**Construction Labour Relations -
Millwrights (Provincial)
Trade Division**

**Millwrights, Machinery
An Alberta Association
Erectors & Maintenance
Union 1460 of the United
Brotherhood of Carpenters
& Joiners of America**

R. Neil Tidsbury
President

Bob Hugh
Chair, Negotiating Committee

Gord Evers
Negotiating Committee Member

Ted Remenda
Negotiating Committee Member

Dave Knight
Negotiating Committee Member

Tom Debeljak
Negotiating Committee Member

APPENDIX "A"

A list of Contractors, which have authorized Construction Labour Relations - An Alberta Association to make the conditions of this Collective Agreement applicable for work performed in that part of the North West Territories including the District of Mackenzie to the North Pole, was not available when this collective agreement was finalized. Please contact either CLR-A or the Millwrights Local Union 1460 to determine if a Contractor is included on the list.

APPENDIX "B" - Letter of Understanding - Re: Canadian Model for Providing a Safe Workplace

APPENDIX "B"

Letter of Understanding

by and between

**Construction Labour Relations - An Alberta Association
Millwrights (Provincial) Trade Division
[the "Trade Division"]**

and

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

Re: Canadian Model for Providing a Safe Workplace

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate #49, which Collective Agreement is in effect from August 12, 2007, to April 30, 2011 as set out in the said Collective Agreement (the "Collective Agreement"), and

Whereas there is a reference in the Collective Agreement in Article 22.02 to the *Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule, October 2005 Edition* [the "Canadian Model"], and

Whereas the Parties hereto desire to set out the provisions of the *Canadian Model* dated October 2005 that will be applied by agreement under the provisions of Article 22.02 in the Parties' Collective Agreement, and to identify the provisions that, if applied, will be applied unilaterally by the employer,

Now Therefore It is Agreed between the Parties hereto and on behalf of those represented by each of them,

1 Concurrence

Except for the matters set out in paragraphs 2 and 3 below, the *Canadian Model* dated October 2005 will be implemented by agreement under Article 22.02 of the 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.

2 Random Testing

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* dated October 2005 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 any imposition of random testing in accordance with the Grievance Procedure set out in Article 13.00 of the Collective Agreement.

3 Mandatory Assessment and Dispatch Conditions

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model* dated October 2005 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 any imposition of site access testing in accordance with the Grievance Procedure set out in Article 13.00 of the 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* dated October 2005 with respect to such a positive test.

4 Collective Agreement

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

This Agreement signed this _____ day of _____, 2007

by & between:

**Construction Labour Relations -
Millwrights (Provincial)
Trade Division**

**Millwrights, Machinery
An Alberta Association
Erectors & Maintenance
Union 1460 of the United
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Negotiating Committee Member

Dave Knight
Negotiating Committee Member

Tom Debeljak
Negotiating Committee Member

APPENDIX "C" - Letter of Understanding - RE: Article 3.01 (A) - Potential adjustment to wage and benefit schedule

APPENDIX "C"

Letter of Understanding

by and between

**Construction Labour Relations - An Alberta Association
Millwrights (Provincial) Trade Division
[the "Trade Division"]**

and

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

***RE: ARTICLE 3.01 (A) - POTENTIAL ADJUSTMENT TO WAGE AND BENEFIT
SCHEDULE***

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate #49, which Collective Agreement is in effect from August 12, 2007, to April 30, 2011 as set out in the said Collective Agreement (the "Collective Agreement"), and

Whereas during bargaining for the 2007-2011 Collective Agreement the parties agreed that the wage schedule (Article 3.01 (A)) could be modified depending upon the rate of inflation in Alberta, and

Whereas these potential adjustments could occur only for the May 4, 2008 and/or May 3, 2009 and/or May 2, 2010 time periods, and

Now Therefore It is Agreed and Understood between the Parties hereto and on behalf of those represented by each of them that the following defines the circumstances that would cause the wage schedule for any one or more of the above mentioned time periods to be adjusted:

1. The May 4, 2008 wage schedule as written at Article 3.01 (A) represents an increase in the journeyman total package rate of 5.0% over and above the journeyman total package rate that was in effect at expiry of the 2004-2007 collective agreement, that being \$45.10 per hour. Should the "CPI Alberta Rate" plus 1% exceed this 5.0% wage increase then the "CPI Alberta Rate" plus 1% shall be used to calculate a revised journeyman total package rate which will then be implemented effective May 4, 2008.

2. The May 3, 2009 wage schedule represents an increase in the journeyman total package rate of 6.5% over and above the journeyman total package rate in effect as of May 4, 2008. Should the “CPI Alberta Rate” plus 1% exceed this 6.5% wage increase then the “CPI Alberta Rate” plus 1% shall be used to calculate a revised journeyman total package rate which will then be implemented effective May 3, 2009.
3. The May 2, 2010 wage schedule represents an increase in the journeyman total package rate of 5.0% over and above the journeyman total package rate in effect as of May 4, 2008. Should the “CPI Alberta Rate” plus 1% exceed this 5.0% wage increase then the “CPI Alberta Rate” plus 1% shall be used to calculate a revised journeyman total package rate which will then be implemented effective May 2, 2010.
4. Where the “CPI Alberta Rate” is used in this letter, it shall mean the percentage rate of change between the Consumer Price Index published for December of the year immediately prior to the effective date of the wage adjustment, and that for December of the year before that. The indices referenced shall be those published by Statistics Canada on the web page “Consumer Price Index (monthly) (Alberta)” (e.g. <http://www40.statcan.ca/101/cst01/cpis01j.htm>) “All Items” index.
5. This Letter of Understanding shall be attached to and form part of the Collective Agreement.

This Agreement signed this _____ day of _____, 2007

by & between:

**Construction Labour Relations -
Millwrights (Provincial)
Trade Division**

**Millwrights, Machinery
An Alberta Association
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