

**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,**

*May 1, 2015 to April 30, 2019*

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**PROVINCIAL  
MILLWRIGHTS COLLECTIVE AGREEMENT**

**May 1, 2015 - April 30, 2019**

**- 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 May 1, 2015 and shall remain in effect until April 30, 2019.
- 1.02** After April 30, 2019 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 millwright trade on work within the scope of this 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** 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.

**ARTICLE THREE - WAGES AND OTHER EARNINGS**

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

<b>Effective Date</b>	<b>Base Wage</b>	<b>Holiday Pay</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>Training Fund</b>	<b>Total Package</b>
<b>Journeyman May 3, 2015</b>	<b>45.50</b>	<b>4.55</b>	<b>2.25</b>	<b>7.25</b>	<b>0.60</b>	<b>60.15</b>
<b>Nov 1, 2015</b>			<b>No Adjustment</b>			
<b>May 1, 2016</b>			<b>No Adjustment</b>			

NOTE: SEE LETTER OF UNDERSTANDING (APPENDIX A) RESPECTING POTENTIAL ADJUSTMENT TO THE WAGE SCHEDULE FOR 2015, 2016, 2017 and 2018.

All pension contributions remitted for apprentices shall be at 75% of the amount specified in this article.

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

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

A supervisor (Foreman and General Foreman) shall be paid an additional one dollar (\$1.00) per hour and effective May 7, 2017 shall be paid one dollar and fifty cents (\$1.50) per hour if that person has achieved the Industrial Construction Crew Supervisor designation from Alberta Apprenticeship and Industry Training. This premium shall apply to all hours worked and shall not be pyramided.

**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 Millwright trade.
- (ii) Apprentice Millwrights shall be paid on a percentage of the basic Journeyman rate as follows:

1 <sup>st</sup> year	60%
After six months served and completed as a first year apprentice as well as achieving 50% of the 1 <sup>st</sup> year hours required by AIT	65%
2 <sup>nd</sup> year (following successful completion of exam)	70%
After six months served and completed as a second year apprentice as well as achieving 50% of the 2 <sup>nd</sup> year hours required by AIT	75%
3 <sup>rd</sup> year (following successful completion of exam)	80%
After six months served and completed as a third year apprentice as well as achieving 50% of the 3 <sup>rd</sup> year hours required by AIT	85%
4 <sup>th</sup> year (following successful completion of exam)	90%
After six months served and completed as a fourth year apprentice as well as achieving 50% of the 4 <sup>th</sup> 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, former military personnel 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.

- (v) The employer will employ a minimum of 25% apprentices of their total company wide millwright workforce in Alberta unless varied by mutual agreement between the employer and the union taking into consideration job circumstances.

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

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

- 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 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 Local 1460 Pension Trust Fund 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. All pension contributions remitted for apprentices will be at 75% of the amount specified in Article 3.00.

Contributions remitted to the Millwrights Local 1460 Pension Trust Fund 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 Local 1460 Pension Trust Fund 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 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.

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**
- (a) It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. An employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least three working days' notice of a request for leave of up to one day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
  - (b) A worker who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight or ten hours as scheduled for that shift. In the case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.
  - (c) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day. In the case of a compressed work week, overtime premiums will be paid

for hours worked in excess of ten in a day or forty in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.

**7.07** 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.

**7.08** 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.

**7.09** **WORK BREAKS**

- (a) 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.
- (b) 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.
- (c) When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed

break. When the hour before and the hour following the missed break are at straight time, time and one half (1½ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

- 7.10** 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.

On projects when it is impractical for a contractor to provide a meal the employee shall be paid a 15 minute break at the applicable rate of pay and the employer shall pay a meal allowance of \$40.00 in lieu of the meal and the time to consume the meal.

Where a shift in excess of 10 hours but not longer than 12 hours is worked, when camp accommodations are provided and a full course hot supper is provided at the end of the shift, no meal allowance shall be payable. When such shifts are worked, break times may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted.

- 7.11** 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 7.10 will not apply unless those provisions are applicable to the rest of the crew.

- 7.12** 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 or make payment in lieu of.

However, a 15 minute rest break paid at the applicable rate will be taken at the 10<sup>th</sup> hour. Under no circumstances shall any employee work more than eleven (11) hours without the adherence to clause 7.10.

- 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. The Employer may vary the start/quit times by up to thirty (30) minutes at his option. Variances of greater than thirty (30) minutes shall be mutually agreed between the Employer and the Union.

**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** A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at double time (2x).

When a ten (10) on and four (4) off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least three working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

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 and effective May 7, 2017 shall be \$3.50 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. The employer shall have the option to use electronic pay records and records of employment. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.
- 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.'

**8.08** If the Employer determines that an error of overpayment has occurred, and the error has occurred within the previous six (6) months, the Employer shall promptly give notice in writing to the affected employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through one or more subsequent pay periods. The employee shall be given three (3) working days to respond to the notice from the Employer. If the employee agrees with the error and the plan for correction of the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional three (3) working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.

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

## **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 - Tape Measure – imperial and metric	1 - 0 - 1" Micrometer
1 - Feeler and Taper Gauge	2 - 1 lb. Plumb Bobs
1 - Ball Peen Hammer	1 - Hack Saw
1 - Set Punches and Chisels	1 - Pair Comb. Pliers
1 - Pair Side Cutters	1 - Pair 10" Snips
1 - Set Adjustable Wrenches to 12"	1 - Set ½" Drive Sockets to 1¼"
1 - Set Hex Head Wrenches (imperial and metric)	1 - Set Combination Wrenches to 1¼"
1 - Set Assorted Screwdrivers	1 - Pair Vise Grip Pliers
1 - 6" Precision Rule	1 - 12" Full Comb Precision Square
1 - Soft Faced Hammer	1 - Alignment Bar
1 - Scriber	1 - Inside Micrometer up to 12"
1 - Set of Dividers to 12"	- Tool Boxes
1 - Inside and Outside Calipers to 12"	1 - Set Babbitt Scrapers



- |  |                    |
|--|--------------------|
| 1 - Pair "C" Clamps - 4"                       | 1 - Dial Indicator |
| 1 - Magnetic Base Compatible to Dial Indicator | 1 - Centre Punch   |

Employees will provide the Employer with an itemized list of personal tools being brought onto the jobsite upon being hired. 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.

At the option of the Employer, employees may be hired without having to supply all the tools listed in this article.

- 10.04** Where employees transport their tools to jobs where initial and terminal travel allowance applies, the employees will receive eighteen cents (18¢) per kilometer in addition to their initial and terminal travel allowance. In circumstances when the employee is hired and is requested by the employer to not supply all the tools as listed in article 10.03 then this clause will not apply.
- 10.05** 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.
- 10.06** 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.
- 10.07** Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department inspection.
- 10.08** Where no running tap water is available, fresh cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.
- 10.09** 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.

- 10.10** There shall not be any task work or piece work on projects covered by this Agreement.
- 10.11** 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. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.
- 10.12** 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.

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

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

**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 [subject to 12.01 (a)(i) and 12.01 (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 five hundred (500), 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 fifty two cents (52¢) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

Example - A Journeyman member traveling in May 2015 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 \$45.50 =	\$45.50
<u>Vehicle Allowance:</u>	+
80 km. @ \$0.52 cents per km. =	<u>\$41.60</u>
For a daily total of:	<u>\$87.10</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 - \$88.00 each way;
  - (ii) over 200 kilometers to 300 kilometers - \$124.00 each way;
  - (iii) over 300 kilometers to 375 kilometers, and the Empress area - \$150.00 each way;
  - (iv) over 375 kilometers to 475 kilometers \$224.00 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 \$344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
  - (vi) The Initial and Return Transportation Allowances set out herein shall be subject to review in January of each year of the agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to article 12.01 (b), 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 2016, 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, 2016.
- (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 Seventy Four Dollars (\$174.00) after Thirty-Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty-Five (35) calendar days of employment on the job. Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.
  - (ii)** Allow Employees Five (5) working days leave after each Thirty-Five (35) calendar days of employment on the job.
- (b)** On jobs located beyond a Four Hundred and Seventy - Five (475) 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 airline air fare where scheduled air service is available, or pay an allowance of Three Hundred and Twelve Dollars (\$312.00) where airline service is not available, after Thirty-Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty-Five (35) calendar days of employment on the job.
  - (ii)** Allow Employees Five (5) working days leave after each Thirty-Five (35) calendar days of employment on the job.
- (c)** The Rotational Leave Allowances set out herein shall be subject to review in each year of the agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to article 12.01 (b), 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 2016, 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, 2016.

- (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 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).
- (f) 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 and ten dollars (\$110.00) per day throughout the Province of Alberta 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 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 ten (\$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 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 Building Trades of Alberta;
  - One (1) representative appointed by the Coordinating Committee of Registered Employers' Organizations;
  - One (1) representative appointed by the National Maintenance Council; and
  - One (1) representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and / or the General Presidents Agreement.

Appointees shall not be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where Employees will be

domiciled. In the event that the majority of the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that the majority of the committee agrees with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of 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 set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 - 2018 camp rules and regulations, or any successor thereto.

- (iv) 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.
- (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 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 every four Millwrights hired per project. Additionally, employers may name request all supervision hired up to May 6, 2017. Effective May 7, 2017 employers may name request all supervision who hold an Industrial Construction Crew Supervisor (ICCS) certificate or who have completed Better SuperVision.

## **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** The appointment of additional Foremen and General Foremen shall be the exclusive right of management.
- 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.
- 17.06** Workers on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third.

## **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 as required 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 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 8, 2014, Version 5.0 [the “Canadian Model”], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.

### **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 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.

### **Collection Site Documentation**

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

### **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*.

### **Point Of Collection (POCT) Test**

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

**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.

**22.04** The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

**22.05** Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

- (a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.
- (b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

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

## **ARTICLE TWENTY-THREE - SPECIAL PROJECTS NEEDS**

- 23.01** Special Project Needs will be applied in accordance with the attached Appendix C (Special Project Needs Agreements – Letter of Understanding).
- 23.02** In other instances not addressed by 23.01 and in order to enhance competitiveness 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 a project. Any such modifications shall be agreed in writing by authorized representatives of the Union and the Trade Division.

## **ARTICLE TWENTY-FOUR - ASSOCIATION DUES ASSESSMENT**

### **24.01 Construction Labour Relations - An Alberta Association Dues and CLR Initiatives**

- (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.

The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be seven (7¢) per hour for each and every hour worked by Employees of the Employer that are affected by construction registration certificate no. 49 and by this Collective Agreement. This amount may be amended from time to time, and notice to the Employer of an amendment shall be sufficient to amend this obligation.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 165 of the Labour Relations Code and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

- (b) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid



Site Access Program, the Audiometric Program, and for Workforce Development Initiatives such as Helmets to Hardhats Canada and Trade Winds To Success. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

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

#### **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.

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

**26.01** 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.

This Agreement signed this \_\_\_\_\_11th\_\_\_\_\_ day of \_\_\_\_May\_\_\_\_, 2015 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**

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
R. Neil Tidsbury  
President

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Stan Howell  
Chair, Negotiating Committee

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Kyle Middleton  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Ted Remenda  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Dave Knight  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Neal Hugh  
Negotiating Committee Member

**“APPENDIX A”**

**Letter of Understanding**

**By and 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**

**Re: Wage Determination**

**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 average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm> .
- (b) **“Oil Price”** shall be the average of the daily prices posted for West Texas Intermediate Oil, in current \$US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWT C&f=D> .
- (c) **“Group 4 Average Wage”** shall, with reference to the Consolidation Order issued in respect to the 2015 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, Ironworkers – Structural, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month of April prior to a calculation.

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

## 2 **Calculations**

- (a) There will be no adjustment to wages on the effective date of the agreement.
- (b) The wage adjustment for November, to be calculated in the first week of September, shall be:
  - (i) If “Oil Price” is less than \$65, zero.
  - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
  - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1<sup>st</sup> of the year of the adjustment.
- (c) The wage adjustment for May, to be calculated in the first week of March, shall be:
  - (i) If “Oil Price” is less than \$65, zero.
  - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by Group 4 Average Wage.
  - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
  - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

- (e) In the event the above calculations do not result in an increase in 2015 and 2016, the Framework Bargaining Committee shall reconvene discussions in the first week of September, 2016.

**3 Wage Schedules**

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

**4 Effective Dates**

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

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

All of which is agreed the 11th day of May, 2015, and signed on behalf of the Parties:

**For the Association:**

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
R. Neil Tidsbury  
President

**For the Union:**

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Stan Howell  
Chair, Negotiating Committee

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Kyle Middleton  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Ted Remenda  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Dave Knight  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Neal Hugh  
Negotiating Committee Member

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

**And**

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

**Re: Special Project Needs Agreements (“SPNA”)**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2015 through April 30, 2019 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 \_\_11th\_\_\_\_ day of \_\_\_\_\_May\_\_\_\_\_, 2015:

**For the Association:**

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
R. Neil Tidsbury  
President

**For the Union:**

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Stan Howell  
Chair, Negotiating Committee

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Kyle Middleton  
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Negotiating Committee Member

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\_\_\_\_\_  
Dave Knight  
Negotiating Committee Member

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\_\_\_\_\_  
Neal Hugh  
Negotiating Committee Member

**Letter of Understanding**

**by and between**

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

**And**

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

**Re: Rapid Site Access Program**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2015 through April 30, 2019 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 Collective Agreement entered into between the Parties.

All of which is agreed this \_\_\_11th\_\_\_\_\_ day of \_\_\_May\_\_\_\_\_, 2015:

**For the Association:**

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
R. Neil Tidsbury  
President

**For the Union:**

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Stan Howell  
Chair, Negotiating Committee

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Kyle Middleton  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Ted Remenda  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Dave Knight  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
Neal Hugh  
Negotiating Committee Member

## **Letter of Understanding**

**by and between**

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

**And**

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

**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 Collective Agreement entered into between the Parties.

Signed this \_\_11th\_\_ day of \_\_May\_\_\_\_\_, 2015, by and between:

**For the Association:**

**For the Union:**

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

\_\_\_\_\_  
R. Neil Tidsbury  
President

\_\_\_\_\_  
Stan Howell  
Chair, Negotiating Committee

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\_\_\_\_\_  
Kyle Middleton  
Negotiating Committee Member

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Ted Remenda  
Negotiating Committee Member

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\_\_\_\_\_  
Dave Knight  
Negotiating Committee Member

ORIGINAL SIGNATURE ON FILE:

\_\_\_\_\_  
Neal Hugh  
Negotiating Committee Member

\*

*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].*