

**PROVINCIAL
MILLWRIGHTS COLLECTIVE AGREEMENT**

May 1, 1997 - April 30, 1999

- 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. 12**

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**

**The Millwrights, Machinery Erectors - Mechanical Fitters
and Industrial Local Union 1975 of the United Brotherhood
Of Carpenters and Joiners Of America**

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

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, 1997 and shall remain in effect until April 30, 1999.
- 1.02** After April 30, 1999 this Agreement shall continue in full force and effect from year to year unless the provisions of clause 1.03 are complied with.
- 1.03** Should either Party hereto wish to change, add to, delete, amend or cancel any clause or provision contained in this Agreement, notice in writing shall be given to the other Party hereto not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry of the term of the Collective Agreement. Should such notice be given this Agreement will continue in force until such time as the Union or Employer commence a lawful strike or lockout or conclude a new Collective Agreement.

ARTICLE TWO - SCOPE

- 2.01** Each Employer in accordance with the scope of its own certification or subsisting voluntary recognition recognizes the Union as the sole and exclusive bargaining representative for all journeymen and apprentices employed in the millwrighting trade on work within the scope of this Collective Agreement.
- 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 terms of this Collective Agreement shall apply to all parts of Alberta, with the individual Millwright Local Unions having the following jurisdictional areas:

Local 1975 (Calgary)

All parts of Alberta south of an east/west line from the B.C. to Saskatchewan border through a point one mile north of the town of Ponoka, Alberta.

Local 1460 (Edmonton)

All parts of Alberta north of an east/west line from the B.C. to Saskatchewan border through a point one mile north of the town of Ponoka, Alberta. The jurisdiction of Local 1460 shall also include the District of Mackenzie to the North Pole in the Northwest Territories and the terms of this Agreement will be made applicable to this area for those contractors listed in Appendix "A" attached hereto and to any additional contractors who may subsequently agree to be so bound.

ARTICLE THREE - WAGES AND OTHER EARNINGS

3.01 (A) Millwrights Local 1460 (Edmonton)

The minimum hourly wage rate for a Millwright Journeyman shall be as follows:

Date	Wage	Holiday Pay	Health & Welfare	Pension	Training Fund	Total Package
May 1, 1997	\$25.10	\$2.51	\$0.99	\$2.39	\$0.05	\$31.04
May 1, 1998	\$26.10	\$2.61	\$0.99	\$2.53	\$0.06	\$32.29

Foreman rates will be journeyman rates plus \$3.00 per hour.

General Foreman rates will be journeyman rates plus \$5.50/hour.

Apprentices

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

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

1st year	60%
after six months served and completed	65%
2nd year (following successful completion of exam)	70%
after six months served and completed	75%
3rd year (following successful completion of exam)	80%
after six months served and completed	85%
4th year (following successful completion of exam)	90%
after six months served and completed	95%

ARTICLE THREE - WAGES AND OTHER EARNINGS

3.01 (B) Millwrights Local 1975 (Calgary)

The minimum hourly wage rate for a Millwright Journeyman shall be as follows:

Date	Wage	Holiday Pay*	Health & Welfare	Pension	Training Fund	Total Package
May 1, 1997	\$24.55	\$2.455	\$1.09	\$2.745	\$0.20	\$31.04
May 1, 1998	\$25.30	\$2.53	\$1.09	\$3.07	\$0.30	\$32.29

* NOTE - THIS AMOUNT TO BE DEDUCTED FROM GROSS PAY AND REMITTED TO RRSP PROGRAM, PLEASE SEE 3.01(C) FOR MORE SPECIFIC DETAILS.

Foreman rates will be journeyman rates \$3.00 per hour.

General Foreman rates will be journeyman rates plus \$5.50/hour.

Apprentices

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

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

1st year	60%
after six months served and completed	65%
2nd year (following successful completion of exam)	70%
after six months served and completed	75%
3rd year (following successful completion of exam)	80%
after six months served and completed	85%
4th year (following successful completion of exam)	90%
after six months served and completed	95%

3.01 (C) The Calgary Millwrights Member RRSP Program

The parties hereby agree to the establishment of the Calgary Millwrights Self Directed RRSP Program in accordance with the following provisions:

- (i) Each Employer bound by this Collective Agreement shall deduct from the total gross pay of each employee an amount equal to all vacation and statutory holiday pay, hold these amounts in trust, and remit them monthly to a designated RRSP Self Directed Fund. The financial institution designated to receive these contributions shall be jointly selected by the Trade Division and Calgary Local Union 1975.
- (ii) Upon the wages of an employee becoming due the deduction and remittance shall be made for all hours worked, whether regular or overtime, for all employees in the classifications outlined in 3.01 (B) above. A report listing the names and hours of the employees so credited, together with a record of the deductions for same, shall be forwarded to Calgary Local Union 1975 by the Employer no later than the fifteenth (15th) of the following month.
- (iii) The parties agree that no Employer, nor Calgary Local Union 1975, shall have any obligation or liability beyond making the payroll deduction and remitting the deducted amount to the designated financial institution.

3.02 Vacation Pay

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

3.03 Statutory Holidays

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

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

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

3.04 Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.

- 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 a Health and Welfare 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.

Contributions for work falling in the zone south of a line running east/west from the British Columbia to the Saskatchewan border through a point one mile north of the town of Ponoka, Alberta will be made to The Calgary Millwrights Health and Welfare Trust Fund.

Contributions for work falling in the zone north of the above mentioned line will be made to the Millwrights Health and Welfare Trust Fund of Alberta (Edmonton).

- 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 Funds shall be equally and jointly trusted by Employer and Union representatives.

ARTICLE FIVE - PENSION PLAN

- 5.01** The Employer shall contribute the amount specified in Article 3:00 to a Pension 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.

Contributions for work falling in the zone south of a line running east/west from the British Columbia to the Saskatchewan border through a point one mile north of the town of Ponoka, Alberta will be made to The Calgary Millwrights Pension Trust Fund.

Contributions for work falling in the zone north of the above mentioned line will be made to the Millwrights Pension Trust Fund of Alberta (Edmonton).

- 5.02** 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.
- 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 a 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.
- Contributions for work falling in the zone south of a line running east/west from the British Columbia to the Saskatchewan border through a point one mile north of the town of Ponoka, Alberta will be made to the Millwright Local Union 1975 Apprenticeship And Training Trust Fund (Calgary).
- Contributions for work falling in the zone north of the above mentioned line will be made to the Millwright Local Union 1460 Training Trust Fund.
- 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 Funds 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 Employer may vary the start/quit times by changing the scheduled starting time up to one hour at his option.
- Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
- A change in start/quit times or lunch hours shall be applied for a minimum of one week on the jobsite. In no circumstances shall split shifts be created, unless mutually agreed between the parties in writing.

- 7.02** Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.
- 7.03** The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one-half (1½) times the applicable rate of pay. All other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.
- 7.04** For the purposes of calculating overtime hours, overtime shall normally be scheduled upon the completion of the regular days shift. When an Employee is required to work prior to the commencement of his regular shift, such time shall be considered as overtime.
- 7.05** All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.
- 7.06** Starting time shall be at the main brass shack or where there is no brass shack at the area designated by the Employer. Sufficient pick-up time will be allowed prior to quitting time. A suitable signal shall be provided to give starting and quitting time where feasible.
- 7.07** Regular employees reporting to work shall be paid two (2) hours pay at regular rates if no work is available. Employees may be required to remain on site for these two (2) hours and perform any Millwright work requested.
- New Employees requested to report for hiring shall be paid four (4) hours pay at regular rates if no work is available, plus applicable travel allowances, subsistence and meals. This clause shall not apply where the Employer has notified the union(s) in reasonable time, that the employee is not eligible for re-hire for just cause.
- 7.08** Two (2) work (coffee) breaks of ten (10) minutes duration will be allowed each day during normal working hours, one in the first half and one in the second half of each shift, or shifts. If overtime is worked beyond the normal working day, then the employee will be allowed a coffee break at the end of the normal shift and every two (2) hours between meals thereafter. Such breaks to be taken in regular lunch room or suitable enclosed, weatherproof, clean, heated areas.
- On a compressed work week scheduled pursuant to Article 7.12, employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen minutes (15) minutes in the second half of such shifts.
- 7.09** Where Employees are required to work in excess of ten (10) hours in a single shift, they shall be provided immediately after ten (10) hours, with a suitable meal (hot where possible) and every four (4) hours thereafter until the shift is ended. The cost of the meal(s) and the time consuming same shall be paid for at the straight time rates contained in this Agreement, to a maximum of one half (1/2) hour in duration. Where the Employer is paying subsistence, this clause shall also apply.
- 7.10** Where compressed work weeks are worked, recognizing emergency situations will arise, if the Contractor has not scheduled in excess of the ten (10) hour shift,

the Contractor shall be granted a one (1) hours extension where the Contractor need not supply a hot meal.

- 7.11 Under no circumstances shall any form of payment be made to the Employee in lieu of the Employer providing such meal(s) unless prior agreement has been reached between the Employer and the Business Manager of the Union, or his Representative.

7.12 **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.

- 7.13 Where this option is worked, pursuant to Article 7.12, 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.

- 7.14 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.

- 7.15 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.

- 7.16 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

- 7.17 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.

- 7.18 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.

- 7.19** 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.
- 7.20** Shifts commencing at any time after 3:00 p.m. shall work eight (8) hours. The hourly rate for employees on shifts shall be \$2.50 per hour greater than their applicable day time rate of pay.
- 7.21** 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.
- 7.22** 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.
- 7.23** 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** Wages shall be paid weekly by cheque or cash, not later than the last day of the regular work week before quitting time.
- 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 mailed to him by special delivery within three 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.
- 8.04** The employer agrees to provide, a complete statement for every employee each pay period, showing dates of the payroll period covered, social insurance number and showing separate totals of the following:
- (1) Straight time hours.
 - (2) Overtime hours.
 - (3) Shift premium paid.
 - (4) Statutory Holiday pay.
 - (5) Vacation pay.

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

8.06 Failing in Clause .03 due to the Employers' non-compliance the Employer shall pay to the employee a sum equal to eight (8) hours at the employees regular rate for each twenty-four (24) hour delay.

Where it can be clearly shown that a clerical error has occurred, the Employer shall not be penalized, provided the error is corrected within two (2) working days from the time of notification subject to conditions as spelled out in this clause.

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

ARTICLE NINE - NOTICE OF TERMINATION OF EMPLOYMENT

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

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

9.03 When an employee is notified of his termination the respective steward shall be notified.

9.04 When a layoff occurs, Members of the applicable Local Union, Party to this Agreement, shall be given preference of employment over permit or applicant members in the work for which they are qualified, furthermore, Millwright Members from other Local Unions of the Brotherhood shall also be given preference over applicant personnel in the work in 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:

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|--|-------------------------------------|
| 1 - 6" or 8" Millwright Level | 1 - 50' Steel Tape |
| 1 - 10' Steel Tape | 1 - 1" Micrometer |
| 1 - Feeler and Taper Gauge | 2 - 1 lb. Plumb Bobs |
| 3 - Ball Peen Hammers to 2 lbs. | 1 - Hack Saw |
| 1 - Set Punches and Chisels | 1 - Pair Comb. Pliers |
| 1 - Pair Side Cutters | 1 - Pair 10" Snips |
| * 1 - 8" Pipe Wrench (Edm) | 1 - Set Adjustable Wrenches to 12" |
| 1 - Set Allen Head Wrenches | 1 - Set ½" Drive Sockets to 1¼" |
| 1 - Set Assorted Screwdrivers | 1 - Set Combination Wrenches to 1¼" |
| 1 - 6" Precision Scale | 1 - Set of Dividers to 12" |
| 1 - Soft Faced Hammer | 1 - Pair Vise Grip Pliers |
| 1 - Scriber | 1 - 12" Full Comb Precision Square |
| * 1 - 18" Straight Edge (Edm) | 1 - Tommy Bar |
| 1 - Inside and Outside Calipers to 12" | Tool Boxes |
| * 1 - Pair "C" Clamps (Edm) | |
| 1 - Centre Punch | |
| 1 - Set Babbit Scrapers | |
| 1 - Dial Indicator | |
| * 1 - Inside Micrometer (Edm) | |
| * 1 - 15" Adjustable Wrench (Cal) | |

* denotes that this tool is only supplied by the local designated

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

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

- 10.04** Apprentices shall not be required to supply precision tools, such as a micrometer, dial indicator or precision levels, but shall be expected to have some of the tools of the trade as befits their experience.
- 10.05** The Employer shall provide suitable clean and enclosed sanitary facilities, and as soon as job conditions permit, flush toilets, urinals and wash basins.
- 10.06** Where no running tap water is available, fresh cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.
- 10.07** Employees who are working, or are offered the number of hours of employment provided by this Agreement, shall not engage in their trade or any other work for payment on other projects after hours excepting on their own premises.
- 10.08** There shall not be any task work or piece work on projects covered by this Agreement.
- 10.09** The Employer will issue the necessary equipment to men when required under the Occupational Health and Safety Act, including the supply of safety helmets, sweatbands, liners in winter, gloves for welding and gas cutting operations, burning goggles and non-prescription safety glasses, hand cleaner and paper towels, and gloves. On abnormally corrosive maintenance or revamp or repair work in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply either the necessary protective clothing or a set of coveralls at no cost to the employee. The said protective clothing shall be returned when no longer required. The Employer shall have the right to with-hold issuing gloves when he feels the provision is being abused or misused.
- 10.10** Members staying in Employer supplied accommodations who are injured on the job and become a Workers Compensation Board case, and who require transportation cost not covered by Workers Compensation Board back to the job shall be paid such transportation costs.
- 10.11** All work within the scope of this Agreement requiring precision tools, qualifications, skills and ability of a Millwright, shall be performed by members of the Union. Millwrights will not be requested to loan their tools or use their motor vehicles in a manner which is unfair to other members or against the best interests of the Union.
- 10.12** Where employees transport their tools to jobs where initial and terminal travel allowance applies, the employees will receive eight cents (8¢) per kilometer in addition to their initial and terminal travel allowance.

ARTICLE ELEVEN - LOCAL RESIDENTS

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

shall be subject to the hiring procedures and prerogatives set out in this agreement.

- 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 twenty seven dollars (\$27.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of thirteen dollars and fifty cents (\$13.50) will be paid for each day worked.
- 11.04** Where a Camp Kitchen is established, a Local Resident Employee shall be entitled to a noon meal provided without cost to himself.
- 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.

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.
- (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 thirty one cents (\$0.31) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

<u>Travel Allowance:</u> 80 km @ 80 km per hour	
1 hour at base rate of \$25.10 =	\$25.10
<u>Vehicle Allowance:</u>	+
80 km. @ \$0.31 cents per km. =	<u>\$24.80</u>
For a daily total of:	<u>\$49.90</u>

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

- (c) 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.
- (d) 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.
- (e) When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances beyond the control of the employees, the employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.
- (f) 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 of thirty - one cents (31¢) per kilometer traveled 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.

- (g) 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 - \$55.00 each way;
 - (ii) 200 kilometers to 300 kilometers - \$80.00 each way;
 - (iii) 300 kilometers to 375 kilometers, and the Empress area - \$100.00 each way;
 - (iv) over 375 kilometers to 475 kilometers \$150.00 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 \$250.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.
- (b) Employees will qualify for and receive transportation allowance to the job site after being employed at the site for fifteen (15) calendar days and if the employee remains on the job until completion of thirty (30) calendar days, or until the job is completed, or until the employee is laid off, whichever occurs first, he shall be entitled to return transportation allowance.

Transportation allowance shall be paid on the first paycheque in respect to employment at the site, and deducted from final cheque if the employee does not qualify.

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 Twenty-Five Dollars (\$125.00) 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 air line air fare where scheduled air service is available, or pay an allowance of Two Hundred and Twenty-Five Dollars (\$225.00) where airline service is not available, after Thirty-Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty-Five (35) calendar days of employment on the job.
 - (ii) Allow Employees Five (5) working days leave after each Thirty-Five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.

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 sixty-five dollars (\$65.00) per day.
- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (as applicable) one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his Employer for each occasion the accommodation is used. Where the

Employer or his client is providing a free 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 Monday or Friday (Thursday where a compressed work week schedule is in effect) 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 sixty-five dollars (\$65.00) per day.

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

- (c)** In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses 12.04(a)(ii) or 12.04(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered employers' organizations, which committee shall make a final and binding decision within five days from the date of referral.

- (d)** The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the employer's obligations pursuant to this article.

- (e)**
- (i)** In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the employer shall provide one of the following options:

- provide suitable room and board; or

- directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
- the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
 - (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the President 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. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
 - (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

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

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Articles 13.05 and 13.09. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available

lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

(v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included;

- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
- To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.
- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

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

(f) Applicable to all Regions

- (i) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather shall receive their board and room or daily allowance.

(ii) All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 1990 - 1999 camp rules and regulations.

(iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.

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 If the grievance is not concluded pursuant to Clause 13.03, within five (5) working days, 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.

13.05 If the recipient of the notice fails to appoint an arbitrator with the time limits under Clause 13.04, 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 13.04, the appointment shall be made by the Minister of Labour upon the request of either party.

- 13.06** 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.
- 13.07** 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.
- 13.08** The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.
- 13.09** In lieu of this "Arbitration Board" referred to in Articles 13.04 through 13.08, a single arbitrator in accordance with the Alberta Labour Relations Code may be instituted by mutual agreement of the parties.
- 13.10** The Employer or the Union may institute a grievance under the terms of this Agreement.
- 13.11** 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).
- 13.12** No grievance shall be held to be invalid by reason of any defect of form or any technical irregularity.
- 13.13** 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.
- 13.14** 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 14.00 - UNION RIGHTS

- 14.01** The Union shall appoint one (1) steward per shift as a spokesman on each project. Each steward at the time of his appointment shall be a qualified journeyman (holding an Alberta Certificate or equivalent) and one of the working force, or fourth year apprentice.

14.02 Job Stewards

- (i) Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name or names of such job stewards and in the event of a layoff or reduction in the work force, such job stewards shall at all times, be given preference of continued employment until completion of the work for which he is qualified. Reasonable time shall be given to the job steward to carry out his duties.
- (ii) The job steward shall notify the employer of a temporary job steward in the event of his absence and the said employee shall be recognized by the employer as job steward and shall not be discriminated against for accepting this position and shall be one of the latter to be laid off.

14.03 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.

14.04 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.

14.05 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.

14.06 There shall be no transfer of stewards from shift to shift without Union permission in writing.

ARTICLE FIFTEEN - MANAGEMENT RIGHTS

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

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

ARTICLE SIXTEEN - JURISDICTIONAL DISPUTES

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

ARTICLE SEVENTEEN - UNION SECURITY

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

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

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

FOREMEN

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

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

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

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

17.05 All Foremen and General Foremen must be members of the respective Local where the Project is located except by mutual agreement between the Employer and the Union.

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 the appropriate Local on or before the fifteenth (15th) day of the following month and for each month or part of each month thereafter that the employee is in employment, together with a list of names and S.I.N. from whom the deductions were made. The Employer and employees will be notified of any assessments that are outstanding.

ARTICLE TWENTY - JOINT LABOUR MANAGEMENT COMMITTEE

20.01 A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest.

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

ARTICLE TWENTY-ONE - SAVING CLAUSE

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

ARTICLE TWENTY-TWO - SAFETY

- 22.01** The job steward or any other qualified journeyman shall be a member of the Safety Committee.

ARTICLE TWENTY-THREE - SPECIAL PROJECTS CLAUSE

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

Any modification to this Collective Agreement shall first be mutually agreed in writing by the Local Union, Trade Division, and Employers.

ARTICLE TWENTY-FOUR - ASSOCIATION DUES ASSESSMENT

- 24.01 (a) EMPLOYERS' ORGANIZATION DUES**

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

The rate of dues levied by the Association as of the effective date of this collective agreement shall be twelve (12¢) per hour for each and every hour worked by employees of the employer that are affected by construction registration certificate no. 12 and by this collective agreement.

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

(b) ALBERTA BUILDING TRADES COUNCIL CHECK-OFF

- (i)** The Employer shall deduct five cents (5¢) per hour worked as a check-off to the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council (the "Council"). Such deduction shall be paid for each and every employee covered by the terms of and operation of this Construction Collective Agreement. The monies so deducted shall be remitted in the same manner as Union dues are remitted under this Construction Collective Agreement and within the same time frames. At the option of the Employer, the Employer may remit such moneys directly to an account designated by the Council, under the same timings and conditions as are in force for submission to the Local Union.
- (ii)** The monies deducted by the Employer for the Council check-off shall be deemed to be in trust. Where the Employer chooses to remit the check-offs to the Union the same shall be remitted by the Employer and received by the Union in trust for the Council.
- (iii)** In any event the Employer shall report to the Council, either as part of the Employer's report to the Union or as noted below, in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:
 - (1) the name for each employee on whose behalf the deduction was made;
 - (2) the number of hours worked;
 - (3) the amount of money deducted;
 - (4) the employee's trade union affiliation;

In making this report directly to the Council, the Employer may use his own computer or hand generated records or may use of forms supplied the council, such forms to be available to the Employer on request and at no cost to the Employer.

ARTICLE TWENTY-FIVE - REFERENCE TO GENDER

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

This Agreement signed this _____ day of _____, 1997

by & between:

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

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

R. Neil Tidsbury
President

Sam Anderson
Business Manager

**The Millwrights,
Machinery Erectors -
Mechanical Fitters &
Industrial Local Union
1975 of the United
Brotherhood of Carpenters
and Joiners of America**

Peter R. J. Pittman
Business Manager

APPENDIX "A"

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

APPENDIX "B"

JOB TARGETING APPENDIX

**to the
Collective Agreement
entered into by and between**

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

- and -

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

**The Millwrights, Machinery Erectors - Mechanical Fitters
And Industrial Local Union 1975 of the United Brotherhood
Of Carpenters and Joiners Of America**

Pursuant To Registration Certificate Number 12

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 1997 to April 30, 1999 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 Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Coordinating Committee of Registered Employers' Organizations and of the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.

- 2 This Job Targeting Appendix shall remain in effect with each Local Union until terminated on ninety (90) days notice by one of the Local Unions or the Trade Division, or until April 30, 1999 whichever is the earlier. Should one of the Local Unions file ninety days notice of termination and thereby terminate this Job Targeting Appendix, then this Job Targeting Appendix shall remain in effect with the remaining Local Union until terminated by the remaining Local Union by filing ninety days notice of termination.

- 3 It is further understood that the parties shall meet periodically to review the application and operation of this Job Targeting Appendix and may amend the terms or operation of this Appendix at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Appendix, where there has been agreement upon special terms and conditions of employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.

This Job Targeting Appendix shall be attached to and part of the Collective Agreement between the Parties hereto.

This Agreement signed this _____ day of _____, 1997

by and between:

For The Association:

For The Local Unions:

R. Neil Tidsbury

Sam Anderson

Peter R. J. Pittman

C O L L E C T I V E A G R E E M E N T

**P R O V I N C I A L
M I L L W R I G H T S**

between

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

and

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

**The Millwrights, Machinery Erectors - Mechanical Fitters
And Industrial Local Union 1975 of the United Brotherhood
Of Carpenters And Joiners Of America**

May 1, 1997 - April 30, 1999

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