

Alberta Provincial
CARPENTERS
COLLECTIVE AGREEMENT

for the

GENERAL CONSTRUCTION SECTOR

by and between

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

and

**Alberta Regional Council of Carpenters and Allied Workers
[hereinafter referred to as the “Regional Council”]
on its own behalf, and on behalf of:**

**United Brotherhood of Carpenters and Joiners of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary**

November 15, 2020 to April 30, 2023

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**Alberta Provincial Carpenters
General Construction Sector
Collective Agreement**

Entered into this 15th day of November 2020

- between -

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

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

as agent for and on behalf of all Employers affected by
Registration Certificate Number 51 (each of which Employers
is hereinafter referred to as the "Employer")

- and -

**Alberta Regional Council of Carpenters and Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:**

**United Brotherhood of Carpenters and Joiners of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary**

(each of which Unions is hereinafter referred to as
the "Union" or the "Local Union")

and the Members and Employees represented by each of them.

WHEREAS, the representatives of the Parties have bargained collectively pursuant to the provisions of the *Labour Relations Code* (the "Code"), and

WHEREAS, pursuant to the terms of the said Code, the terms of a Collective Agreement have now been agreed or ratified or otherwise established, and

NOW THEREFORE, this Agreement confirms that the full and complete terms of the Collective Agreement between the Parties are as follows:

ARTICLE ONE - OBJECTS

- 1.01** The Objects of this Agreement are to: stabilize the construction industry; provide fair and reasonable working conditions and job security for Employees in the industry; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lock-outs; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.
- 1.02** When the phrases "this Agreement" or "this Collective Agreement" are used in this Part, they shall, as appropriate, be read as "this Part of this Collective Agreement".

ARTICLE TWO - DURATION OF AGREEMENT

- 2.01** This Agreement shall be in full force and effect from the 15th day of November 2020 until the 30th day of April 2023 and thereafter shall be continued, terminated, or renewed pursuant to the provisions of the said Code.

ARTICLE THREE - GEOGRAPHICAL JURISDICTION

- 3.01** It is understood by the Parties hereto that the respective Local Unions have been assigned by the United Brotherhood of Carpenters and Joiners of America the following Alberta territories:

Local 1325, Edmonton

The jurisdictional boundaries of Local Union 1325 within Alberta are: that part of Alberta north of a line one mile north of the town of Ponoka, from the Saskatchewan border to the British Columbia border.

Local 2103, Calgary

The jurisdictional boundaries of Local Union 2103 within Alberta are: that part of Alberta south of a line one mile north of the town of Ponoka, from the Saskatchewan border to the British Columbia border.

ARTICLE FOUR - SCOPE AND RECOGNITION

- 4.01** The scope of this Agreement as it applies to each individual Employer shall be the extent to which the Local Union, party hereto, has established a collective bargaining relationship with that Employer and the extent to which that Employer employs Employees within the scope of such bargaining relationship, and the

extent to which the Employer is engaged within the trade jurisdiction set out in the registration certificate held by the Employers' Organization party hereto.

- 4.02** It is agreed that notwithstanding the consolidation of Local 2410 (Red Deer), Local 846 (Lethbridge), and Local 1569 (Medicine Hat) into Local 2103 (Calgary), and Local 1322 (Edson) into Local 1325 (Edmonton), and whose territorial jurisdiction was defined in the 1993-1995 Collective Agreement pursuant to [then] Registration Certificate No. 26, the collective bargaining relationship with the expanded Locals 2103 and 1325 shall be in respect to those territories as were affected by collective bargaining relationships with the respective Local Unions 2410, 846, 1569, 2103, 1322, and 1325 as formerly defined in the 1993-1995 Collective Agreement.
- 4.03** Notwithstanding any other provisions herein, maintenance, service and repair work incidental thereto, are not included within the scope of this Agreement. The Parties agree that the terms of this Agreement do not apply to residential work, which is defined as single-family housing including duplexes, walk-up apartments and condominiums up to a maximum of three (3) floors in height.
- 4.04** The Employer recognizes each Local Union as the exclusive bargaining agent of those Employees of the Employer for whom each Local Union has established and retained or subsequently establishes and retains the right of collective bargaining, to the extent that the said Employees are engaged in the territories and trade jurisdiction to which this Agreement applies.
- 4.05** The respective Local Unions party hereto each recognize the Employers' Organization party hereto as the exclusive representative in collective bargaining of each of those Employers who is or who becomes affected by registration certificate number 51, to the extent that each of the said Employers is or becomes affected by the said registration certificate.
- 4.06** This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Carpenters which, for the purposes of this Collective Agreement, shall coincide with the Trade Jurisdiction set out in Registration Certificate #51, and shall include but not be limited to all of those Employees who are engaged in (1) forming; (2) framing; (3) sheathing; (4) hoarding; (5) temporary building; (6) installation of millwork; (7) wood walls; (8) doors and windows; (9) movable partitions; (10) scaffolding; and (11) signaling and rigging carpenters material including precast concrete and precast concrete tilt-up; and for whom the Union has the right of collective bargaining.
- 4.07** On projects or jobs where the existing Collective Agreement does not adequately cover working conditions a Pre-Job meeting will be held between the Employer and the Executive Secretary Treasurer and/or Business Representative of the Union.

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

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

ARTICLE FIVE - WAGES

5.01 (a) The minimum wage rate for a Carpenter engaged in "industrial construction" as defined below, shall be as outlined in "Schedule A". See "Schedule A" for a complete list of wages, holiday & vacation pay, and benefits.

(b) The minimum wage rate for a Carpenter engaged in "non-industrial construction" being general construction that is not encompassed in the definition in Article **5.02**, shall be as outlined in "Schedule B". See "Schedule B" for a complete list of wages, holiday & vacation pay, and benefits.

5.02 Industrial construction shall mean construction work in respect of the plant process involved in, but not limited to:

- * Electrical power generation, hydro or thermal power plants, excluding solar, geothermal, and wind power generation plants
- * Development of Mining and Smelting Properties
- * Development of Oil Sands Properties
- * Oil Refineries, Upgraders and all form of hydrocarbon production, extraction or processing
- * Development of Chemical Plants
- * Pulp, paper or timber/wood processing mills or sawmills
- * Toxic waste disposal systems
- * Production and processing plants for natural gas, liquid petroleum products and manufactured gases
- * Base/Precious/Other Metal production plants or upgraders of any and all kinds
- * Pumping stations, terminals and compressor stations, of which the capital value exceeds one hundred (100) million dollars
- * Cement, lime and gypsum plants.

In addition, industrial work shall include such work as may reasonably be considered as Industrial Construction as is mutually agreed by a committee of four

(4) members appointed by the Employers' Association and four (4) members appointed by the Union, and ratified by the Trade Division. This committee shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party.

5.03 Where a General Foreman or a Foreman has been designated by the Employer to supervise Carpenters and/or other workers, and is placed in charge of work, that person shall be a journeyman member of the Union. Where General Foremen and Foremen are employed, orders shall normally be given in the following sequence: General Foremen to Foremen; Foremen to Journeymen. All instructions given to Members shall be given by the Carpenter Foreman.

5.04 (a) The minimum wages of a Carpenter Foreman engaged in industrial work shall be the sum of the journeyman rate for industrial work and a premium of four dollars and fifty cents (\$4.50) per hour.

(b) The minimum wages of a Carpenter General Foreman engaged in industrial work shall be the sum of the journeyman rate for industrial work and a premium of six dollars and fifty cents (\$6.50) per hour.

(c) A general foreman or foreman engaged in industrial work shall be paid an additional one dollar and fifty cents (\$1.50) per hour worked if that person has achieved the Industrial Construction Crew Supervisor designation from Alberta Apprenticeship and Industry Training.

(d) The minimum wages of a Carpenter Foreman engaged in non- Industrial work shall be the sum of the journeyman rate for non-industrial work and a premium of three dollars and seventy-five cents (\$3.75) per hour.

(e) The minimum wages of a Carpenter General Foreman engaged in non-industrial work shall be the sum of the journeyman rate for non-industrial work and a premium of five dollars and seventy-five cents (\$5.75) per hour. Use of the General Foreman shall be at the Employer's discretion.

(f) The minimum wages of a Carpenter Lead Hand engaged in non-industrial work shall be the sum of the journeyman rate for non-industrial work and a premium of one dollar and fifty cents (\$1.50) per hour.

(g) Lead Hands may be appointed by the Employer at their discretion to be in charge of a small crew of Carpenters. They shall not have the authority to discipline other members of the Union and will take direction from the Foreman.

5.05 The respective rates for the various levels of apprentices and the criteria for progressing an apprentice from one level and rate to the next shall be as specified under the Alberta Apprenticeship and Industry Training Act (or its successor regulation or statute).

- 5.06** The Employer and the Union agree that the work scope completed by the carpenters will generally follow the Alberta Apprenticeship and Industry Training Trade Regulation for carpentry with the understanding that there will be no jurisdictional disputes due to other trades working in composite crews alongside the carpenters and not contradicting any pre existing work assignments. The Employer agrees to make reasonable efforts to utilize apprentices where applicable.

ARTICLE SIX - PAYMENT CONDITIONS

- 6.01**
- (a) For Industrial work, wages and holiday and vacation pay shall be paid no less frequently than weekly.
 - (b) For Non-Industrial work, wages and holiday and vacation pay shall be paid weekly or every second week.
 - (c) Payment may be affected by cash, or by cheque (for which there is no charge for exchange) prior to pick-up time, or, at the Employer's discretion, by direct deposit to an account designated by the Employee, or by other mutually agreeable arrangements. No more than one calendar week's pay may be held back. When a General Holiday falls on a payday, the day preceding the General Holiday shall be considered the payday for the pay period. Pay calculation and deduction slips shall be supplied for each regular pay period.
 - (d) An Employee may only opt out of direct deposit if they provide proof in writing that they are incapable of making arrangements for a bank account (i.e., denied or refused an account by the institutions).
 - (e) Employers wanting to differ from the above payment conditions may make special arrangements with the Union.
 - (f) If the regular pay day falls on a Statutory Holiday, Employees shall be paid on the preceding working day.
 - (g) Employees engaged on an evening shift shall be paid on the Thursday shift unless the Employer is using the direct deposit method of payment.
 - (h) An Employer shall at the end of each pay period provide to each Employee a separate or detachable statement with his pay cheque, this statement to show the items required.
 - a. The hours worked.
 - b. The amount of wages paid at a straight time rate.
 - c. The amount of wages paid at an overtime rate.
 - d. The amount of any bonus or living allowance paid.

- e. The amount of any vacation pay paid.
- f. The amount of general holiday pay paid.
- g. The amount of such deduction from the earnings of the Employee and the purpose of which each deduction was made.
- h. The issuing Employer's name.

Pay Upon Layoff or Discharge

- 6.02** When an Employee is laid off or discharged, all wages and vacation and statutory holiday pay, together with Employment Insurance separation slip, the Apprenticeship Work Record Book, and/or any other documents or records required to be returned to the Employee, shall be given or sent to the Employee in accordance with Article **6.03**.
- 6.03** (a) If the Employee who is being paid by cheque prefers, they may arrange with their Employer to pick up their pay and records at the office of the Employer no later than on the afternoon of the working day following termination of employment.
- (b) If an Employee is being paid by direct deposit, they will receive their final pay by direct deposit for the pay period in which the pay was earned, and their records will be mailed to them, on the next regular pay day.
- (c) At the Employer's option, electronic pay records and records of employment may be provided in lieu of printed records. 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.
- 6.04** In the event of a layoff or discharge, one (1) hour notice shall be sufficient. One (1) hours pay may be given in lieu of notice. No notice is required for termination for just cause. When an Employee is laid off from an industrial site he shall be provided with a reasonable amount of time in which to pack up and return company tools and obtain camp room clearance wherever applicable.
- 6.05** When an Employee quits they shall give their supervisor one (1) hour notice and their pay and records will be mailed or direct deposited to them or given to them at the central pay office of the Employer on the next regular pay day for the pay period in which the pay was earned.

Payroll Failures

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

- 6.07** In the event payment is not made in accordance with the time frames set out in clauses **6.03** and **6.05** of this article, the Employee shall be paid a late remittance amount of two (2) hours at the applicable basic hourly rate of pay for each twenty four (24) hour period of delay. Such intervals shall only be deemed to include working days and shall remain exclusive of weekends 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.
- 6.08** No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due as stated under Articles **6.02** or **6.05**. Corrections of one day's pay or less will be made in the next pay period following the Employer being informed of the error.
- 6.09** Cheques issued pursuant to the application of Article **6.07** will be sent by registered mail, priority post, or courier.

ARTICLE SEVEN - HOURS OF WORK, SHIFTS AND OVERTIME

Hours of Work

- 7.01** The following sections are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours or work per day, per week, or with respect to days in any week.
- 7.02** **Work Week.** The regular working week shall consist of forty (40) hours of employment.
- 7.03** (a) The regular working day shall consist of eight (8) hours of employment normally worked between 7:00 a.m. and 3:30 p.m. when a one half (1/2) hour lunch period is scheduled, or between 7:00 a.m. and 4:00 p.m. when a one (1) hour lunch period is scheduled, Monday through Friday.
- (b) The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at their option. Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
- (c) **Non-Industrial Work** - The Employer may vary the start/quit times by up to two (2) hours at his option. Variances of greater than two (2) hours shall be mutually agreed between the Employer and the Union.

Shifts

- 7.04**
- (a) Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.
 - (b) **Industrial Work** the shift premium for any "second" or "third" shift shall be three dollars and fifty cents (\$3.50) per hour.
 - (c) **Non-Industrial Work** there shall be a shift premium of two dollars (\$2.00) per hour for a "second" or "third" shift.
 - (d) There shall be no pyramiding of premiums.
 - (e) Where practical, the Employer will provide 24 hours' notice of a shift change to employees.

Overtime

- 7.05**
- (a) **Industrial Work** overtime rates shall be as follows:
 - (i) Time and one-half (1½x) for the first two hours of overtime worked in a regular weekday, being Monday through Friday inclusive.
 - (ii) When compressed work weeks are scheduled pursuant to Article **7.06** on a Monday through Thursday basis, time and one-half (1½x) shall apply to the first ten (10) hours worked on the Friday.
 - (iii) Double time (2x) shall apply to all overtime hours that are not included in (i) and (ii) above.
 - (iv) Double time (2x) for overtime worked on a Saturday or Sunday outside the periods referenced in (ii) and (iii) above, and for hours worked on a "General Holiday" as set out in Article **8.01** hereof.
 - (v) 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.

Excusable Absences for the Purpose of Calculating Overtime Payable in a Pay Period

- (b) **Excusable Absence**
 - The absence occurs, despite all good faith efforts of the Employee to attend work and is due to circumstances beyond their control.

- The Employee shall inform the Employer of the likelihood they will be unable to attend work, or attend at the scheduled time, at their earliest opportunity.
- The Employee must provide the Employer the reasons for absence, and at their earliest opportunity, documentary or other evidence supporting their claim for an excused absence.

(c) **Request for Pre-Authorized Absence**

Where an Employee is seeking a pre-authorized absence and 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 3 working days' notice of a request for leave of up to 1 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.

(d) **Absence Due to Illness**

For absences due to illness in accordance with section 53.982 of the *Employment Standards Code* (except that the qualifying period will be waived), the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances. For absences of 1 or 2 days, no medical confirmation of the illness will be required. However where there appears to be repetitive absences or patterns of absences, explanations will be required and the Employer and Employee involved will discuss the reasons for the absences and any measures to be taken to reduce them in the future.

(e) **Calculation of Overtime in any Pay Period When any Time is Missed**

Notwithstanding any provision of this Collective Agreement, the formula for calculation of overtime in a pay period shall be:

Overtime payable is $D = (C + A) - B$

A = straight time hours missed as a result of excused or authorized absence

B = straight time hours scheduled for the pay period

C = all hours worked in the pay period

D = overtime hours earned

Scenario 1: If an Employee working a 5 x 10 schedule misses 1 shift due to an **excused** absence, the formula shall apply as follows:

$D = (40 \text{ hours worked} + 10 \text{ hours missed due to authorized absence}) - 40$
hours of straight time hours scheduled

D = 10 hours of overtime earned

Scenario 2: If an Employee working a 5 x 10 schedule misses 1 shift due to an **unexcused** absence, the formula shall apply as follows:

$D = (40 \text{ hours worked} + 0 \text{ hours missed due to authorized absence}) - 40$
hours of straight time hours scheduled

D = 0 hours of overtime earned

- (f) **Non-Industrial Work** overtime rates shall be as follows:
- (i) Time and one-half ($1\frac{1}{2}x$) for any overtime hours worked on a weekday, being Monday through Friday inclusive.
 - (ii) Time and one-half ($1\frac{1}{2}x$) for the first eight (8) hours worked on a Saturday.
 - (iii) Time and one-half ($1\frac{1}{2}x$) for the first four (4) hours worked on a Sunday.
 - (iv) Double time ($2x$) for overtime worked on a Saturday or Sunday outside the periods referenced in (ii) and (iii) above, and for hours worked on a "General Holiday" as set out in Article **8.01** hereof.

Work Schedules

7.06 Industrial Compressed Work Week (4-10s or 10 On, and 4 Off)

- (a) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period unless varied by mutual consent between the Employer and the Union. Such consent will not be unreasonably withheld. The workday shall normally be worked between 7:00 a.m. and 5:30 p.m. 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 agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
- (b) 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 ($1\frac{1}{2}x$) and the Saturday and Sunday will be paid at double time ($2x$).
- (c) 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.

7.07 Non – Industrial Compressed work week

The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period.

7.08 Non-Industrial 44 Hour Work Week Options

The Employer shall have the option of using the following schedules when utilizing a 44 Hour Work Week:

- (a) **4-9's and an 8:** Hours worked outside the regularly scheduled daily hours will be paid at 1.5x. If hours are worked on a Saturday, they shall be paid at 1.5x. The break schedule shall include two 15-minute coffee breaks and one 30-minute unpaid lunch break.

NOTE: This option may only be used by mutual agreement between the contractor and the union.

- (b) **5-10's:** M-F 8 hours of ST, 2 hours of 1.5x OT in each day. If any hours are worked on a Saturday, the first 4 shall be ST, and 1.5x OT thereafter.
- (c) **5-8's:** Hours worked outside the regularly scheduled daily hours will be paid at 1.5x. If hours are worked on a Saturday, the first 4 shall be ST, and 1.5x OT thereafter.
- (d) Hours worked after 12 hours in a day will be at 2x the regular rate. Options (a) and (c) require the minimum regularly scheduled 44 hours to be worked without unexcused absences, prior to OT being payable, pursuant to the excusable absences protocol in **7.05**.

7.09 Industrial 14 & 7 Work Cycle

- (a) A work cycle for application only to a project beyond daily travel distance of Edmonton or Calgary will consist of 21 consecutive days, each of which will consist of 14 regularly scheduled days of work followed by 7 regularly scheduled days of rest. Each work day within a work week will consist of 10 regularly scheduled hours of work with a ½ hour unpaid lunch break occurring at approximately mid shift and 2 paid 15 minute paid work breaks, 1 occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
- (b) In each shift the first 1½ scheduled hours of work and the 9th and 10th scheduled hours of work will be paid at 1.5 times. The 6½ regularly scheduled hours of work in between the first 1½ scheduled hours of work and the 9th scheduled hour of work will be paid at straight time rates.

- (c) Each work cycle will be followed by 7 consecutive scheduled days of rest, a “furlough”. The combination of the 14 scheduled days of work followed by the 7 scheduled days of rest will be referred to as a “14 and 7 work cycle”.
- (d) Work performed outside of the 10 scheduled hours of work in a day or on a scheduled day of rest will be paid at 1.5 times.
- (e) A worker who is transferred to a work cycle with a different start day must be provided with a minimum of 2 scheduled workdays’ notice. If the worker has requested the transfer, then overtime rates will not apply for days worked in the scheduled 7 days of rest. If the transfer is not as a result of a worker request, the worker shall be given a minimum of the scheduled 7 day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.

7.10 Non-Industrial - Make up day

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

7.11 A non-paid lunch break of either one-half (½) hour or one (1) hour duration will be taken halfway through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction. If an Employee is not provided time to commence his lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, he shall be paid at the applicable overtime rate for working through his lunch period.

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

7.13 The paragraphs of Article **7.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

7.14 Provision of Meals on Overtime

- (a) When Employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a meal at no cost to the Employees, for those involved. One-half (1/2) hour at the straight time rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than 5 hours after the last mealtime. Should an Employee be requested to continue work, then

an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

- (b) On projects when is it impractical for the contactor to provide a meal the Employee shall be paid a fifteen (15) minute paid break at the applicable rate of pay and the Employer shall pay a meal allowance of fifty (\$50) dollars in lieu of the meal and time spent to consume the meal. This shall not apply in a circumstance where the overtime is projected to extend the workday beyond twelve (12) hours.
- (c) When Employees are required to work extended daily hours in excess of eleven (11) hours and where camp accommodations are provided with a hot meal 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.
- (d) 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 in the paragraph above will not apply unless those provisions are applicable to the rest of the crew.
- (e) **For Non-Industrial Work:**

Upon 24 hours' notice to employees, this article (7.14) shall not apply.

7.15 Work in Occupied Non-Industrial Premises

Notwithstanding the above, where conditions are such that work must be carried out on occupied premises, then the work may be done at regular straight time rates during any hours which may constitute a regular shift for that job provided only that overtime rates will apply for all hours over the weekly limits elsewhere specified.

ARTICLE EIGHT - HOLIDAYS AND VACATIONS

8.01 (a) General Holidays shall be:

- | | |
|------------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday (August) | |

- (b) Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an employee's scheduled day off shall not affect the start date of the employee's return to work, or the rate of pay for that day.
- (c) When a general holiday occurs on a day on which employees are scheduled to work, an employee who opts to not work on the general holiday shall give the employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such an employee who is in a camp will not be required to pay for the room nor shall the any employee be penalized for opting to not work.
- (d) No work shall be performed on Labour Day except in an emergency situation.

Vacation Pay & Holiday Pay

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

ARTICLE NINE - SHOW UP TIME, SUSPENDED WORK, CALL OUT PAY

Show Up Time

- 9.01 (a)** When an Employee reports to work at the regular starting time and such Employee is not put to work, the Employee so affected shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.

- (b) In order to qualify for show up time, Employees must remain on the jobsite unless otherwise directed by the Employer. Where the Employee(s) are directed to remain at the jobsite for more than two (2) hours they shall be paid for such time at the applicable rate.
- (c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- (d) An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least two (2) hours prior to the commencement of the normal workday. Employees working on a jobsite where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.
- (e) When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

Suspended Work

9.02 On a project to which Employees are supplied transportation and accommodation, and on which work is suspended for greater than 2 consecutive days for reasons beyond the control of the Employees and the Employer, the following shall apply:

- (a) Representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall jointly seek a meeting with the Owner to get a full understanding of the reasons for the suspension of work, and the anticipated duration of the suspension, and develop and implement a plan that best addresses the needs of the Employees, the Employers and the Owner.
- (b) If the suspension of work is anticipated to be greater than 3 days, the Employer shall facilitate transportation for any workers that wish to leave the project, to the nearest commercial transportation. Such workers will be permitted to return to the project, subject to the workforce requirements of the remaining work, on the next work cycle transportation.
- (c) Following the suspension of the work, representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall again meet with the Owner to evaluate the event and determine what, if any, additional measures should be implemented to best address the needs of the Employees, the Employers and the Owner.

9.03 If the Owner has suspended the work for operational needs and has requested that certain of the employees remain available for work at the site, the employees that remain available shall be paid the equivalent of a day's show up time for each day of the suspended work.

Call Out Pay

- 9.04** Call Out Pay - Employees called out for work at other than the regular starting time shall receive a minimum of two (2) hours' pay at the Employee's applicable rate.
- 9.05** Reporting time pay and/or call-out pay is in addition to travel time pay if travel time is applicable.
- 9.06** The Employer may require an Employee to perform work within his jurisdiction for the two (2) hour call-out.

ARTICLE TEN - WORKING CONDITIONS

- 10.01** (a) The Employer shall provide adequate shelter for storage and change of clothing, suitable wash-up and sanitary facilities (flush toilets wherever job conditions permit), a heated lunch room which shall not be used for storage of tools or equipment, and a lock-fast place for storage of Employees' tools. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department inspection.
- (b) The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.
- 10.02** The Employee shall give his Employer an up-to-date inventory of his personal tools upon his arrival on the job site. The Employer may at any time check for the correctness of such inventory. Following a fire or break-in of the Lock-up, the Employer shall compensate the Employee up to one thousand dollars (\$1000.00) for any real loss of his tools stored according to this clause, provided that the Employee had previously provided an up-to-date tool list to the Employer at the time of hire.
- 10.03** **Saw Filing.** When saw filing is required, this service shall be provided by the Employer.

- 10.04** Cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be supplied. Where practical, water will be available in close proximity to the work face and the lunchrooms.
- 10.05** The tools of a member starting a new job shall be in good condition and shall be kept so on the Employer's time. One (1) hours' notice of discharge will be given by the Employer or one (1) hour's pay allowed in lieu thereof to enable him to get his tools gathered together and put in shape for the next job.
- 10.06** Where tools and equipment such as: a patent miter box, power machines, power tools, laser beam level, transit, and surveyor's equipment, normally used by Carpenters are required on the job, they shall be supplied by the Employer.

Work Breaks

- 10.07** (a) All Employees covered by this Agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break. However, for "compressed work weeks" scheduled pursuant to Article 7.06, Employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts.
- (b) Wherever practicable, the coffee breaks should be scheduled near the mid-point of each half of the shift.
- (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 workdays 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.
- 10.08** Employees party to this Agreement shall work under the conditions herein set out. The Employers signatory to this Agreement shall be given preference in the supply of Union Members.
- 10.09** There shall be no restriction on the full use of proper tools or equipment and there shall not be any task work or piece work on projects covered by this Agreement.

- 10.10** Employees who are working or are offered the number of hours of employment provided by this Agreement by the Employer, shall not engage in their trade or other work for payment on other projects after hours.
- 10.11** No carpenter will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.
- 10.12** An Employee who is injured in the course of performing his duties while in the Employer's employment and said injury results in the Employee needing medical attention, provided such need is confirmed to the Employer or later being placed on compensation, he shall be paid for that day which he was unable to continue work.
- 10.13** A copy of the Occupational Health and Safety Inspectors Report shall be posted at the project or jobsite lunchroom(s).
- 10.14** 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.

10.15 Work Ready Workforce

- (a) The Training Trust Fund will provide and fund the following compulsory site and safety training for all workers: CSTS, CSO, H2S, and Energy Safety Canada Fall Arrest and Confined Space, or equivalents. Where required by the Employer, employees shall also be dispatched with First Aid, Aerial Work Platform, and any other training as agreed to by the Employer and the Union.
- (b) Workers dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
- (c) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the employee.

- (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than 60 calendar days.
- (e) Workers will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with (d) above and the Employer will pay any fees charged for such renewals.

10.16 Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.

10.17 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers shall 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. Where the Union operates a training database to which Employers can log in, Employers shall disclose any safety training certificates provided to workers while at work to the Union so that it may be entered into the database.

10.18 Industrial Work – Online Orientations

If an Employer requires an employee to complete an online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of four hours, multiplied by the employee's basic hourly rate. This provision shall not apply to, nor shall there be any pay required, for owner or site access required online orientations, nor for time required for on-boarding such as provision of certificates, information required for payroll processing, or contact information.

10.19 Joint Worksite Health and Safety Committee

- (a) Joint worksite health and safety committees shall be formed and maintained pursuant to section 16 of the *Occupational Health and Safety Act [the Act]*, or health and safety representatives shall be designated pursuant to section 17 of the *Act*, for larger and smaller employers respectively.
- (b) The Joint Worksite Health and Safety Committee in respect of the employees of one Employer shall consist of 4 members, unless the Employer and Union agree to a larger committee.

- (i) The Union shall appoint one half of the members through a process consistent with the constitution of the Union.
 - (ii) In the event a member is transferred from the site or laid off, the Union shall appoint a replacement within 7 calendar days.
 - (iii) The Employer shall appoint one half of the members, and in the event an appointee is ineligible to serve, shall appoint a replacement within 7 calendar days.
 - (iv) The Employer shall post the names and contact information in accordance with the legislation.
- (c) A Joint Worksite Health and Safety Committee in respect of the employees of more than one Employer shall consist of 4 members, unless the prime contractor or if there is no prime contractor, the unionized Employers at the worksite and the group of Unions representative of employees at the work site agree to a larger committee.
- (i) The Unions representative of workers on a multi-employer work site shall jointly select and appoint one half of the members. The selection process shall take into consideration the projected compliment of trades at the work site.
 - (ii) In the event a member is transferred from the site or laid off, the Unions representative of workers at the work site shall jointly select and appoint a replacement within 7 calendar days. The selection process shall take into consideration the compliment of trades projected for the work site at that time.
 - (iii) The prime contractor, or if there is no prime contractor, the unionized Employers at the work site collectively, shall appoint one half of the members, and in the event an appointee is ineligible to serve, shall appoint a replacement within 7 calendar days.
 - (iv) The prime contractor, or if there is no prime contractor, the Employers shall post the names and contact information in accordance with the legislation.

10.20 Industrial Work – Site and Environmental Conditions, Inclement Weather

- (a) Issues respecting:
 - (i) Extreme temperatures (on site or in employer-provided or owner-provided accommodations)
 - (ii) Air quality, and

(iii) Site environmental hazards

shall be referred to and addressed by such joint committees or the health and safety representative and the employer, whether or not such issues are required by the *Act* to be included in the duties of such committees or representatives.

- (b) The guideline charts at pages 40, 42 and 49 in the booklet posted at <https://ohs-pubstore.labour.alberta.ca/g006> shall be among the considerations taken into account by employers, and by the joint committee or health and safety representatives when evaluating precautions required in extreme or adverse weather conditions.

ARTICLE ELEVEN - TRANSPORTATION, ACCOMMODATION AND LOCAL RESIDENTS

Throughout Article Eleven (11) wherever the phrases “centre of the cities”, “hiring hall location” are used, the city (cities) or the location(s) referred to are Calgary, and/or Edmonton.

Notwithstanding the foregoing, the Parties agree that for projects in the regions of the former local union centres (Medicine Hat, Lethbridge, Red Deer and Edson), after the Employer has exhausted the supply of local resident members that are qualified for the subject work, the Employer may hire other qualified persons from the local resident area before being obliged to accept into employment members resident outside of the local resident area. In the event non-members are hired, the requirements in respect to timely application for union membership shall apply.

INDUSTRIAL WORK - 11.01 to 11.05

11.01 DAILY COMMUTING

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

- (a) (i) A forty-five (45) kilometer radius free zone from the centers of the cities in which Local Unions are centered (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.

- (ii) No transportation or travel allowance shall be applicable within the free zone (subject to **11.01(a)(iii)** and **11.01(b)**)
 - (iii) 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.
- (b) 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.
- (c) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options:
- (i) To provide transportation and pay travel allowance, or
 - (ii) Reimburse the Employees, as a vehicle allowance, at the rate of fifty-two (\$0.52) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on traveling at one-hundred (100) kilometers per hour, at the Employee's applicable base rate, from the point where the edge of the forty-five (45) kilometer radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

The Coordinating Committee and the Building Trades of Alberta 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 kilometers. The Coordinating Committee and the Building Trades of Alberta 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 Building Trades of Alberta.

Example: - A Journeyman member traveling to a project located fifty (50) road kilometers from the edge of the free zone at one hundred (100) kilometers per hour each way would receive the following for each day worked:

<u>Travel Allowance:</u>		
100 km @100 km/ hr = 1 hour at base rate of \$42.13		= \$42.13
<u>Vehicle Allowance:</u> 100 km @ \$0.52 cents per km.		= <u>\$52.00</u>
For a daily total of		= \$94.13

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

- (d) When an Employee is being paid subsistence allowance in accordance with Article **11.05(a)(iii)** or **(b)(iii)**, and when there is no accommodation available within forty-five (45) kilometers of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available accommodation, and shall determine the number of road kilometers beyond a forty-five (45) kilometer radius of the project that would be required to travel each way from the nearest available accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event accommodation within a forty-five (45) kilometer radius of the project becomes available, the payment of the travel allowance will cease.
- (e) Where the Employer is required to supply 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. 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.
- (f) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
- (g) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances beyond the control of the

Employer, the Employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.

- (h) If an Employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of fifty two cents (\$0.52) 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.
- (i) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.

11.02 Initial and Return Transportation to Remote Sites

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under Article **11.01(b)** would apply and shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall location, as applicable, as follows:
 - (i) up to 200 kilometres - \$88.00 each way
 - (ii) 200 kilometres to 300 kilometres - \$124.00 each way.
 - (iii) 300 kilometres to 375 kilometres - \$150.00 each way.
 - (iv) over 375 kilometres to 475 kilometres \$224.00 each way or actual airfare if suitable proof of air transport is provided to the Employer.
 - (v) over 475 kilometres - as mutually agreed between the Parties to this Agreement to a maximum of \$344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
 - (vi) The Initial and Return Transportation Allowances [applicable to Industrial work] 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 **11.01(c)** each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2020, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded

to the nearest dollar, and effective on the first pay period following the 1st of May, 2020.

- (b) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid, subject to the provisions of Article **11.02(c)** below.
- (c) When transportation is provided by the Employer by way of air, bus, or other surface transportation acceptable to the Union and the Employer, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than one day of rest scheduled within consecutive scheduled days), an Employee, at the time of dispatch, will be allowed to elect to use the Employer provided transportation or to receive Collective Agreement initial/return/rotation allowances. Buses must comply with Article **11.01(e)**.
 - (i) An Employee who has elected Collective Agreement initial / return / rotation allowances will no longer be paid any such payments not yet received if a new bus route is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.
 - (ii) An Employee who has elected Collective Agreement initial / return / rotation allowances and who is found using bus transportation will become disentitled to further Collective Agreement initial / return / rotation allowances, as one consequence.
 - (iii) If a person who elects Collective Agreement initial / return / rotation allowances uses bus 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.
 - (iv) Regulations shall be established for the use of bus transportation governing behavior and the use of, e.g., alcohol, tobacco and other substances.
 - (v) Notwithstanding the foregoing, an Employee who has elected to use provided busses, and who is hired, laid off, or terminated on a day when weekly bussing 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.
- (d) (i) An Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for fifteen (15) calendar days.

- (ii) If the Employee remains on the job until completion of thirty (30) calendar days, the Employee shall qualify for return transportation allowance to be paid with his final pay at the subject site.
- (iii) If, prior to having qualified for either transportation allowance, the Employee is laid off, or the job is completed, or the Employee is transferred to a different work site which is outside the area for which the transportation allowance was to apply, that Employee will be paid any outstanding transportation allowance(s) with their next regular pay.
- (iv) 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.

11.03 Rotational Leave (Turnarounds)

[There is an agreed interpretation of the below provisions that clarifies that the interpretation is that time spent off the jobsite due to a jobsite closure or scheduled vacation of 1 work week 5 days or 4 days as the case may be) or longer will not be counted towards the accumulation of calendar days credited towards earning a turnaround leave. A June 1, 2004 letter of interpretation signed on behalf of the Coordinating Committee and the ABTC confirms this understanding.]

- (a) On jobs located beyond a three hundred (300) kilometer radius to a maximum of four hundred and seventy-five (475) kilometers from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Pay an allowance of one hundred seventy-four dollars (\$174.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
 - (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

- (b) On jobs located beyond a four hundred and seventy-five (475) kilometre radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Provide a negotiated transportation allowance, not to exceed scheduled 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 [applicable to Industrial work] 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 **11.01(c)** each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2020 the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2020.
- (d) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (e) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the provisions of Article **11.02(c)** above.
 - (i) For a project on which the 14 & 7 cycle applies and transportation is provided, no allowance will be paid nor leave permitted. If no transportation is provided, leave shall be granted subject to (d) and the allowance shall be paid.
 - (ii) For a project on which a 10 & 4 cycle applies and transportation is provided, leave will be granted subject to (d) and no allowance shall be paid. If no transportation is provided, leave shall be granted subject to (d) and the allowance shall be paid.
- (f) Time spent away from a jobsite due to a jobsite closure, scheduled vacation or rotational leave days taken 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.

11.04 Local Residents

- (a) A local resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this Agreement.
- (b) Local Residents residing within a forty-five (45) kilometer 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.
- (c) Local residents residing between a forty-five (45) kilometer radius and a seventy-five (75) kilometer 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.
- (d) **Guidelines for Determining “Real Residency”**

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

- (i) the dwelling place of the person’s spouse and dependents;
- (ii) personal property and social ties to the community;
- (iii) residential ties elsewhere;
- (iv) permanence and purpose of residence in a particular community;
- (v) documentation of:
 - property tax or rent receipts, telephone, gas or other utility receipts;
 - driver’s license;
 - vehicle registration or pink card;

- income tax;
 - unemployment insurance documents;
 - voters' list registration;
 - Employee benefit fund administration registration.
- (e) For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Sapræe 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.
- (f) 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 arrangements without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the job site, local residents shall also be entitled to receive hot soup.
- (g) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.
- (h) 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.
- (i) 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.

11.05 Accommodation, Room & Board

- (a) Applicable within a four hundred seventy-five (475) kilometer radius of the centers of the cities in which Local Unions are located (but excluding National Parks) when an Employee is directed or dispatched to work on an out-of-town job, the Employer will provide for each day worked:
- (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 ten dollars (\$110.00) per day except for those specific communities and regions as posted on www.clra.org under subsistence rates.
 - (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of the cities in which Local Unions are located (as applicable) one additional day's camp where available, or subsistence shall be paid for the use of accommodation for the night of 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.
 - (v) Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a 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 four hundred seventy-five (475) kilometer radius of the centers of the cities in which Local Unions are located (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, for each day worked:
 - (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 ten dollars (\$110.00) per day except for those specific communities and regions as posted on www.clra.org under subsistence rates.
- (c) Employees failing to report for work on the workday immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.

- (d) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to clauses **11.05(a)(ii)** or **11.05(b)(ii)** above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered Employers' organizations, which committee shall make a final and binding decision within five days from the date of referral.
- (e) 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.
- (f) 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:
- (i) Provide suitable room and board; or
 - (ii) Directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - (iii) The subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (g) 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 Building Trades of Alberta 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 Building Trades of Alberta 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.
- (h) 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.

- (i) 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 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.
- (j) 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 **12.02 (b)** and **(c)**. 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.
- (k) 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.
- (l) 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.
- (m) Applicable to all Regions:
- (i) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work (or other days as set out in Article **11.05(b)**).
 - (ii) To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to his primary Alberta residence due to the medical, work, site or weather conditions.
 - (iii) In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
 - (iv) It is expected that circumstances to which this provision applies will be of short duration.
 - (v) For the purposes of this Article, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

- (n) If an Employee chooses to leave before the completion of the shift without the consent of the Employer, he will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an Employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.
- (o) All camps must meet the specifications set out in the Building Trades of Alberta and Construction Labour Relations - An Alberta Association 2018-2025 Camp Rules and Regulations, or any successor thereto.
- (p) All disputes concerning a camp will be resolved through the Disputes Resolution Procedure provided in the BTA/CLRA Camp Rules and Regulations.
- (q) 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. Should the request to move from one room to another come from authorized persons employed by the Camp Manager or the Client, the Employee must inform the Employer of the move by the following work day to be eligible for this payment.

NON-INDUSTRIAL - 11.06 to 11.14

Local Residents

- 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.
- 11.07** A Local Resident Employee shall be defined as a Union Member who has maintained his domicile within a seventy-five (75) kilometer radius of a jobsite, for a minimum of six (6) months.
- 11.08** A Local Resident Employee shall not be entitled to the subsistence pay, turnaround leave, and initial & return travel provisions of the Collective Agreement.
- 11.09** The above Article shall not apply to any project for which daily travel applies from any of the cities in which Local Unions are centered (i.e. Edmonton or Calgary).
- 11.10** 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 arrangements without cost to himself. In those instances where bagged lunches

are provided to camp residents and hot soup is delivered to the job site, local residents shall also be entitled to receive hot soup.

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

Transportation and Accommodation

- 11.12** A seventy-five (75) kilometer free zone shall be established around the center of every city, town or village in which Employees reside and around every place where accommodation is provided and/or paid for by the Employer. This zone shall apply to all persons covered by this Agreement except local residents.

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

(a) Zone 1

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

(b) Zone 2

The area lying within the next one hundred (100) kilometers beyond the boundary of the free zones established above, is Zone 2. For any jobsite situated within this area the Employer shall supply transportation to and from the work site to the place of Accommodation or established central pick-up points, or, at his option, expressed by the Employer in writing, pay vehicle allowance at the rate of fifty-two cents (52¢) per kilometer from the edge of the free zone, to the job and back, to each Employee who, by arrangement with the Employer uses his own vehicle to provide transportation outside the free zone.

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

(c) Zone 3

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

- (i)** camp accommodation which conforms with the BTA/CLR Camp Rules and Regulations or successor standards; or
- (ii)** reasonable room and board; or

(iii) agreed subsistence allowance.

(d) Zone 4

The area lying within the next one hundred (100) kilometers beyond the boundary of Zone 3, is Zone 4. For any job situated within this area, the Employer shall provide at his option on the seven (7) day a week basis:

(i) camp accommodation as noted above; or

(ii) reasonable room and board; or

(iii) agreed subsistence allowance.

(e) Zone 5

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

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

11.13 (a) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work (or other days as set out for Zones 4 and 5).

(i) To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to his primary Alberta residence due to the medical, work, site or weather conditions.

(ii) In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.

(iii) It is expected that circumstances to which this provision applies will be of short duration.

- (iv) For the purposes of this Article, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.
- (b) If an Employee chooses to leave before the completion of the shift without the consent of the Employer, he will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an Employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.
- (c) Effect of unauthorized absence on Room and Board Entitlement:
 - (i) When an Employee fails to report when work is available on the working day immediately preceding or following bad weather or recognized holidays other than for unavoidable causes, he shall forfeit room and board for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an Employee fails to report to work on Friday when work is available, he shall forfeit room and board for Friday, Saturday and Sunday. When Sunday is not a working day and an Employee fails to report to work on Monday when work is available, he shall forfeit room and board for Sunday and for Monday. An Employee shall also forfeit room and board for absenteeism on any working day for other than unavoidable causes.
 - (ii) Unavoidable cause shall be deemed any illness or injury other than caused by consumption of liquor and/or illicit drugs. The Employer may request proof of illness or injury by way of a letter from a medical doctor.
- (d) In cases of illness or injury the Employer may choose to provide transportation expenses to point of hire rather than provide room and board entitlements.
- (e) Where the Employer's costs are fixed (as for Camp accommodation or long term room leases) the Employee shall not be back-charged for such fixed costs, but, where subsistence allowance is paid then the Employee shall not be paid for days missed as detailed above.

Vehicle Allowance

- 11.14** Where the transportation prescribed in Articles **11.07** is not provided by the Employer to an Employee employed pursuant to this Collective Agreement, the Employer shall pay to the Employee a daily vehicle allowance, being the product

of twice the distance in kilometers from the edge of the relevant free zone to the subject project times fifty-two cents (\$0.52) per kilometer.

ARTICLE TWELVE - GRIEVANCE PROCEDURE

12.01 Definitions

- (a) “Party” or “Parties” for purposes of the grievance procedure mean the Employer, Employers’ Organization, or the Union.
- (b) A “grievance” is a difference respecting the interpretation, application, operation, or an alleged violation of the Collective Agreement.
- (c) A “policy grievance” is a grievance respecting how the collective agreement should be interpreted or applied, or a grievance that affects the union, the bargaining unit, or the employers’ organization as a whole.
- (d) An “A & D grievance” is a grievance respecting the interpretation, application, operation or alleged violation of the *Canadian Model*, or respecting the section(s) of the collective agreement that adopts the *Canadian Model* and articulates the exceptions or limitations. An A & D grievance is not a difference arising from a circumstance that has an alternative appeal process.
- (e) “Days” means calendar days.

12.02 Application

- (a) It is agreed that the maintenance of harmonious relations between the Parties requires the prompt notice of any complaints or differences and the prompt filing and disposition of grievances. Timelines contained within the Grievance Procedure shall be adhered to and failure to meet these timelines may be considered in determining a remedy. Timelines may be extended only by mutual written consent.
- (b) Jurisdictional disputes shall not be settled by the Grievance Procedure.

12.03 Pre-Grievance Process

- (a) Where an employee(s) has a workplace issue that could lead to a grievance, the Union will notify the Employer via e-mail within 7 days of the date the employee(s) became aware of the issue. The employee and a representative of the Union will attempt to resolve the matter with the Employer informally by providing the relevant facts, documentation and discussing the details of the issue.

12.04 Grievance Process

- (a) If the issue is not resolved by the pre-grievance process, and the Union wishes to advance the issue, it must submit a formal grievance to the Employer within 14 days of the date the employee(s) became aware of the issue, utilizing the Grievance Form appended to this Agreement. When submitting the Grievance Form, the Union will include all relevant facts, details, and pertinent documentation it relies upon.
- (b) The Employer will investigate the grievance and provide a written response within 7 days of receipt of the Grievance Form, and will include all relevant facts, details, and pertinent documents it relies upon.
- (c) If the grievance is not resolved at this point, the Union may, within 7 days of receipt of the response, refer the grievance to the Joint Grievance Panel (“JGP”).
- (d) A & D or Policy grievances may only be referred to the JGP on agreement of both Parties. In the absence of agreement, these grievances are referred directly to Arbitration.

12.05 Joint Grievance Panel (JGP)

- (a) The JGP will consist of 2 Union and 2 Employer representatives appointed by the Parties from a standing roster. Representatives of the Employer or Union affected by the matter being heard may not be appointed to the JGP.
- (b) Alternatively, at the time of referral of the grievance, the Parties may agree to establish a Panel of 3 or 5 individuals, comprised of a neutral chair and an equal number of Union and Employer representatives from the roster. The neutral chair may be whomever the Parties to the grievance agree on. The cost of a neutral chair will be shared between the Parties.
- (c) Within 14 days of the grievance being referred to the JGP, the Panel will convene to hear the grievance. It is intended that the hearing will be less formal than an arbitration hearing. The rules of evidence will not be strictly applied, and the Parties will not be represented by legal counsel.
- (d) The JGP will issue a written recommendation, or advise it is unable to agree on a recommendation within 2 days of hearing the grievance.
- (e) If the Parties utilize a neutral chair, or prior to the hearing agree to be bound by the recommendation of the majority of the JGP, the recommendation is final and binding.
- (f) If the recommendation is not final and binding as described in (e), or if the JGP advises it is unable to agree on a recommendation, either Party may

refer the grievance to arbitration within 7 days of receipt of the JGP's communication.

- (g) The JGP roster will be established and maintained by the Union and Registered Employers' Organization. The Union and Registered Employers' Organization will provide a mandatory training and development program for appointees to the roster.

12.06 Policy Grievance

- (a) A policy grievance will be initiated by the Union or Registered Employers' Organization within 14 days of reasonably becoming aware of the occurrence giving rise to the dispute. The grievance will be provided to the Business Manager of the Union or the President or designate of the Registered Employers' Organization.
- (b) The Union or Registered Employers' Organization will respond within 7 days of receipt of the grievance.
- (c) Should the matter remain unresolved, the Union or Registered Employers' Organization may refer the grievance to arbitration, or by agreement, to the JGP, within 7 days of receipt of the response.

12.07 Arbitration

- (a) Within 14 days of receipt of notification of the referral to arbitration, the Parties will appoint an arbitration board comprised of a chair and an Employer and Union nominee, except where the Parties agree to appoint a sole arbitrator to settle the difference.
- (b) Where the Parties appoint an arbitration board, they will notify the other Party and Chair who their respective nominees shall be.
- (c) If the Parties are unable to agree to a person to act as an arbitration board chair or sole arbitrator within 14 days of the referral to arbitration, either Party may request that an appointment be made pursuant to *Section 137 of the Labour Relations Code*.
- (d) Within 3 months of appointing an arbitration board or single arbitrator, an arbitration hearing will be convened and within 60 days after the completion of the hearing, a final and binding decision will be provided to the Parties.
- (e) Each Party shall bear the expense of their appointee, and cost of the Arbitration Board Chair shall be borne by the unsuccessful Party, provided always, that the cost shall be limited to the actual cost of the Chair.

- (f) Notwithstanding (e) above, an arbitration board or single arbitrator may exercise their discretion to rule that the costs of the arbitration is shared equally.

ARTICLE THIRTEEN - UNION RIGHTS

13.01 The Union may appoint one (1) Steward as spokesman on each project and he may have assistants where required. Each Steward at the time of this appointment shall be a qualified tradesman in his classification.

13.02 Job Stewards shall be recognized on all projects or jobsites and shall not be discriminated against. The Job Superintendent, Foreman or designated Senior Employer Representative shall be notified by the Union of the name or names of such Job Steward(s) and in the event of a lay-off or reduction in the work force, the Job Steward shall be one of the last three Employees laid off on the project, provided the Job Steward is qualified to perform the remaining work. Before the Job Steward is terminated or transferred the Business Manager and/or Business Representative shall be notified in writing of the reasons for termination or transfer.

Time shall be given to the Job Steward to carry out Job Steward duties, but the Steward shall not abuse that privilege.

The Steward shall not be discriminated against respecting the fulfillment of his proper duties as a Steward. Without restricting the generality of the foregoing, the Steward shall not be discriminated against respecting work assignment, or the scheduling of overtime work, for which the Steward is qualified.

Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the “Canadian Model Alcohol and Drug Guidelines and Work Rule”.

13.03 The Union shall have the right to post notices at the designated place on any project or jobsite. All such notices must be signed by the proper officer of the Local Union and submitted to the Management and/or Superintendent of the Company for their approval.

13.04 Province Wide Dispatch System

- (a) The Employer agrees to employ only members in good standing of the Union as long as the Union can supply Members in sufficient numbers to take care of the Employer's needs. Employees dispatched from the relevant hiring hall to projects affected by this part of this Agreement shall be dispatched with the site and safety training as outlined in Article 10.15 and be in possession of a dispatch slip. Dispatch slips may be sent to the Employer by fax or electronically when it is more practical to do so. If the Local Union cannot supply Members within forty-eight (48) hours after the

request (excluding Saturdays, Sundays and holidays or days in lieu thereof), the Employer may obtain Carpenters elsewhere. Where possible, the Union will be notified of new Employees hired after the forty-eight (48) hours. Employees so employed shall, within fifteen (15) days after their commencement of work, apply to the Union for membership. This clause shall also apply to Carpenter Apprentices and Carpenter Foremen.

- (b) As a hiring resource for the Employer, the Union shall maintain hiring halls (or their equivalent) in Calgary, and Edmonton.
- (c) The Employer shall notify the person designated by the Union as the Dispatcher, and the relevant Steward of the name of each Employee who has voluntarily terminated employment (quit), each Employee who has been laid off, and each Employee whose employment has been terminated by the Employer. Such notification shall be given as soon as practicably possible after the respective quit, layoff, or termination. Failure to provide such notification in a timely fashion will not affect or negate the severance of employment.
- (d) Any worker who is registered on the Local Union's out of work list may be name hired, provided that they are able to support their layoff, or termination with a Record of Employment (ROE) from their previous employer.
- (e) The Parties discourage the practice of early quits on a project by workers; however, a worker shall be able to accept a name hire where they have received approval in writing from their current Employer to quit for the purpose of accepting a name hire with another Employer and provide this and their ROE to Dispatch.
- (f) When an Employee quits and cannot comply with (c) they shall not be eligible for a name hire for a period of 14 calendar days from the time the member has registered on the out of work list.
- (g) Notwithstanding any other provisions of this Collective Agreement, the Parties agree that for projects in the regions of the former local union centres (Red Deer, Medicine Hat, Lethbridge, and Edson), after the Employer has exhausted the supply of local resident members that are qualified for the subject work, the Employer may hire other qualified persons from the local resident area before being obliged to accept into employment members resident outside of the local resident area. In the event non-members are hired, the requirements in respect to timely application for union membership shall apply.

13.05 No member covered by the terms of this Agreement shall be refused work or membership in the Union on account of age, sex, color, race or religious belief.

13.06 Where a Safety Committee has been implemented on a Project, and where a predominate or substantial number of Carpenters are employed on the project, a Carpenter shall be a member of the Safety Committee.

13.07 Drug and Alcohol Policy

(a) Concurrence

Except for the matters set out in articles **13.07(b)** and **(c)** below, the *Canadian Model for Providing a Safe Workplace*, Version 6.0 [the "*Canadian Model*"], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

(b) Random Testing

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

(c) Site Access Testing and Dispatch Conditions

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

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

(d) Test Results

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

(e) Collection Site Documentation

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented

pursuant to A-2 Urine Testing and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

(f) Reasonable Cause and Post Incident Testing

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

(g) Point of Collection Testing (POCT)

If an employer requests a worker to participate in a POCT risk assessment pursuant to 4.8.5 of the *Canadian Model v. 5.0*, and the worker provides the urine sample, and the laboratory drug test 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.

13.08 Business Managers and/or Business Representatives shall have access to all projects or jobsites 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 project. Nothing in this Clause shall be interpreted to restrict the right of the Employer or his Representative to temporarily refuse entry if circumstances warrant.

ARTICLE FOURTEEN - MANAGEMENT RIGHTS

14.01 The Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including 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 as expressly provided herein or by statute, the Employer is deemed to have retained the traditional rights of management.

ARTICLE FIFTEEN - JURISDICTIONAL DISPUTES

15.01 Any jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union (s), or between the Employer and the Union, in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.

15.02 All jurisdictional disputes arising between the Parties to this Agreement with any of the affiliated trade organizations comprising the Building Trades of Alberta 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.

15.03 In any event, there shall be no work stoppage over any Jurisdictional Dispute.

ARTICLE SIXTEEN - SUBCONTRACTORS

Industrial Work

16.01 (a) In respect to work which falls within the definition of **industrial work** as set out in Article **5.02**, the Employer shall engage only those Sub-contractors who are signatory or bound by this Agreement to perform work in the classifications herein contained.

The Employer agrees to notify the Union of the name of such Sub-contractors prior to the Sub-contractor commencing work on the project.

(b) The Employer shall be responsible for the enforcement of this Article.

Non-Industrial Work

16.02 The Employer will not subcontract out any Carpenters work, which is regularly and routinely performed by the Employers own forces unless such work is to a Contractor that agrees to be bound by the terms and conditions of this Agreement. Subcontractors who also do work that the Employer normally does not use its own work force to perform are not covered by this prohibition.

Notwithstanding the above, it is understood that should the Employer undertake certain Carpenters work that is normally performed by non-signatory subcontractors, then the Employer may continue to subcontract this particular work at his discretion for the duration of this Collective Agreement without restriction.

ARTICLE SEVENTEEN - APPRENTICES

17.01 The employment of Apprentices shall be in accordance with the regulations of the Alberta Apprenticeship and Industry Training Act and Trade Regulations.

17.02 The ratio of Apprentices to Journeyman Carpenters shall be in accordance with the provisions of the Alberta Apprenticeship and Industry Training Act and Trade Regulations.

- 17.03** All Carpenter Apprentices shall be employed at work which will advance their knowledge of the carpentry trade.
- 17.04** All Apprentices employed shall make application for apprenticeship with Alberta Apprenticeship and Industry Training Board (or its' successor).

Pre-Apprentices

- 17.05** An Employee, who meets the eligibility requirements for a carpentry apprenticeship, may be hired as a Pre-apprentice for a sixty day probationary period as long as there are no suitable first year Apprentices available from the Union at the time the Pre-apprentice is hired.
- 17.06** A Pre-apprentice must apply for membership in the Union prior to commencing employment and union dues will be deducted and remitted on his/her behalf.
- 17.07** A Pre-apprentice will be counted in the Journeyman Apprentice ratio.
- 17.08** The Employer will apply to indenture the Pre-apprentice as an Apprentice if the Pre-apprentice passes the probationary period.
- 17.09** Pre-apprentices will be paid the same rate as a first year Apprentice Carpenter. During the probationary period the Employer will not be required to remit any Health & Wellness or Pension payments on behalf of the Pre-Apprentice but Health & Wellness payments will be remitted retroactively for all hours worked by the Pre-apprentice upon passing the probationary period and being accepted as an Apprentice.

ARTICLE EIGHTEEN - HEALTH AND WELLNESS FUNDS

- 18.01** The Employer shall contribute the amount set forth in the Schedule attached hereto to the Health and Wellness Fund. The said contribution shall be remitted in respect to each and every hour an Employee works within each of the respective territories.
- Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from the Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of payment of wages.

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

- 18.02** Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Health and Wellness Fund identified in this Article.
- 18.03** The Employer shall forward Contributions payable to the Health and Wellness Fund by the fifteenth (15th) day of the following month accompanied by a report of particulars that the Employee has worked, on a reporting form as approved from time to time by the Trustees. Contributions may be remitted by cheque or direct deposit.
- 18.04** The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the Parties hereto.
- 18.05** The Employer by the execution of this Collective Agreement is bound to the Trust Agreement made as of the fourteenth day of December, 2009 A.D. between Local Union 1325 and those Employers signatory to a Collective Agreement, as if he has executed the Trust Agreement and accepts the status of an Employer thereunder, which said respective Trust Agreement is incorporated by reference into and becomes part of this Collective Agreement.
- 18.06** Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE NINETEEN - PENSION FUNDS

- 19.01** The Employer shall contribute the amount set forth in the Schedule attached hereto to the Pension Trust Fund applicable to the territory in which work is performed. The said Contribution shall be remitted in respect to each and every hour an Employee earns for industrial work and every hour worked in non-industrial work within each of the respective territories. (i.e. industrial work only, for an overtime hour for which time-and-one-half is applicable, the contribution shall be one and one half times the amount set forth in the Schedule.)

Such Contributions are to be made solely by the Employer and no Employer will deduct such Contributions or any portions thereof from an Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or

administration of the said Funds, the Employer's liability to the said Funds shall be limited to remittance of the above noted Contributions in the manner and at the times set out herein.

- 19.02** Upon the wages of an Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Pension Fund in this Article.
- 19.03** The Employer shall forward Contributions payable to the respective Local Union's Pension Fund, by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees. Contributions may be remitted by cheque or direct deposit.
- 19.04** The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the Parties hereto.
- 19.05** The Employer by the execution of this Collective Agreement is bound to the respective Trust Agreements made as of the thirtieth day of October, 2009 A.D. between Alberta Carpenters and Allied Workers Pension Plan, and those Employers signatory to a Collective Agreement, as if he had executed the Trust Agreement and accepts the status of an Employer there under.
- 19.06** Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE TWENTY - ALBERTA TRAINING AND APPRENTICESHIP COMPETITION FUND

- 20.01** The Employer shall contribute the amount set forth in the Schedule attached hereto to the Alberta Carpenter Training and Apprenticeship Competition Fund. The said contribution shall be remitted in respect to each and every hour an Employee works. Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from the Employee's wages. Such contributions (hereinafter sometimes called "Contributions") are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be

limited to remittance of the above noted Contributions in the manner and at the times set out herein.

- 20.02** Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Local Training And Apprenticeship Committee identified in this Article and shall be forwarded by the Employer to the office hereinafter identified no later than the fifteenth (15th) day of following month.
- 20.03** The Employer shall forward Contributions payable to the Alberta Carpenter Training and Apprenticeship Competition Fund, by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees. Contributions may be remitted by cheque or direct deposit.
- 20.04** The Training And Apprenticeship Committee shall have the right to take action with respect of failure of the Employer to comply with any term or condition of this Article, and shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE TWENTY-ONE - GRIEVANCE

- 21.01** Notwithstanding Article **12.00**, all grievances with respect to the interpretation, application, operation or alleged violation of any of the provisions of

Article Eighteen: Health & Wellness

Article Nineteen: Pension

Article Twenty: Alberta Carpenter Training and Apprenticeship Competition Fund

shall be determined exclusively by the following procedure.

- 21.02** Either the Union or the Employer may institute the grievance by giving a notice in writing stating:
- (a) Nature of the grievance.
 - (b) Time, date and location of the hearing as determined by the party filing the grievance (which shall not be less than twenty (20) calendar days from the date of the mailing of the notice).

A grievance notice may combine grievances with respect to violations of one or more of Articles **18, 19** or **20**. The notice shall be sent by single registered mail to the address of the party grieved against which is on record with the Trustees of the respective Fund. Service of such notice by the

party to whom it is sent shall be deemed to be on the twelfth (12th) day after the day of mailing.

- 21.03** A copy of the notice shall be delivered to the first Arbitrator on the list hereunder who agrees to accept the appointment at the time, date and location as stipulated in the notice:

**Lyle Kanee
David Jones
Andy Sims**

- 21.04** If all of the aforesaid Arbitrators are unwilling or unable to act, either party may request an appointment by the Minister of Labour of the Province of Alberta.
- 21.05** The Arbitrator shall conduct the hearing and shall render a decision within fifteen (15) days of the conclusion of the hearing unless the Parties to the grievance agree in writing that this time limit is to be extended.
- 21.06** The Arbitrator shall have the power to proceed in the absence of the party grieved against upon proof of service of the notice by registered mail.
- 21.07** The Employer and the Union agree that the cost of the Arbitrator shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator.
- 21.08** The Arbitrator's decision shall be final and binding on all Parties.
- 21.09** The Arbitrator shall not change, modify or alter any of the terms of this Agreement.

ARTICLE TWENTY-TWO - DELINQUENT PAYMENTS TO FUNDS

- 22.01** The Parties acknowledge that non-payment by any Employer of due Contributions to the Trust Funds of Articles **18**, **19** and **20** constitutes a serious threat to each Plan Participant as well as the Fund; therefore, the Trustees are empowered to take any action in law necessary to collect owing Contributions and to impose any remedies and damages stipulated in the Trust Agreement. All costs of such collection shall be borne by the delinquent Employers.

Each Employer or Plan Participant who becomes aware of an Employer delinquency is obligated to inform the Trustees of such breach forthwith.

- 22.02** 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 TWENTY-THREE - CARPENTERS DUES SUPPLEMENT FUND

- 23.01** The Employer will automatically deduct from the wages of each Employee covered by the terms of this Agreement, a Dues Supplement for each and every hour worked at the rate specified by the Regional Council of Carpenters.
- 23.02** The above is to be remitted monthly to the Regional Council on or before the fifteenth (15th) day of the month following that which payments cover, together with a list of names for whom the deductions were made on a form provided by the Carpenters Joint Contribution and Dues Fund. Contributions may be remitted by cheque or direct deposit.
- 23.03** The Employer agrees to report the dues check off on the Employees annual T4 form.

ARTICLE TWENTY-FOUR - JOINT LABOUR MANAGEMENT COMMITTEE

- 24.01** A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest. To ensure its effectiveness the Committee shall be separate and apart from the grievance procedure.
- 24.02** The Joint Labour Management Committee shall consist of equal representatives of Labour and Management. The Committee shall select a Chairman and a Secretary from the Committee and such appointments shall be held for a one (1) year term.
- 24.03** The Joint Labour Management Committee shall meet when mutually agreed.
- 24.04** Both the Employers and Union will endeavor to appoint persons to the Committee who were actively involved in the last negotiations.

ARTICLE TWENTY-FIVE - PROHIBITION OF STRIKES OR LOCKOUTS

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

The Union agrees that there be no strikes, stoppage of work, slow down or work to rule or other collective action which would stop or interfere with the Employer's operations during the term of this Agreement.

ARTICLE TWENTY-SIX - SAVING CLAUSE

26.01 It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the Parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the Parties shall immediately meet to negotiate new provisions to replace those held to be void.

ARTICLE TWENTY-SEVEN - DUES ASSESSMENT

27.01 Construction Labour Relations – An Alberta Association Dues and CLR Initiatives Fees

(a) In satisfaction of the Employers' obligations to the Association under section 165 of the Alberta Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to Construction Labour Relations - An Alberta Association (the "C.L.R.") the contribution rates for C.L.R. sponsored initiatives, and the hourly dues levied by the C.L.R. pursuant to section 165 of the Code and pursuant to this Collective Agreement.

The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be eleven (11¢) per hour for each and every hour worked by Employees of the Employer that are affected by construction registration certificate no. 51 and by this Collective Agreement. The amounts of the contribution rates and dues shall be established by the C.L.R., and any or all of them may be changed by the Board of Directors of Construction Labour Relations – An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient.

(b) In the event of a failure on the part of any Employer to contribute to the Association the contribution rates and dues required to be contributed

pursuant to section 165 of the Labour Relations Code and pursuant to this Letter of Understanding, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association in its own name against the subject Employer. Such a grievance may be referred by the Association to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The Parties to the grievance for the purposes of appointment of the Arbitration tribunal shall be the Association and the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

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

ARTICLE TWENTY-EIGHT - ENABLING

- 28.01** It is recognized that from time to time certain terms and conditions of employment for Carpenters may require alteration from those contained in this Collective Agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Any request to alter terms and condition of employment can be initiated by the Employer, Trade Division, or Regional Council.
- 28.02** Any modification to terms and conditions of employment will be finalized in writing by the Executive Secretary of the Regional Council, or his designate, plus a representative of the Trade Division. All enabled conditions will be available to any signatory contractor applying for enabling and bidding the work on which enabled conditions apply.

ARTICLE TWENTY-NINE – LEAVES

- 29.01** 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 12th, 2010.
- 29.02**
- (a) The *Employment Standards Code* [RSA 2000, Chapter E-9] affords Employees the right to short-term leaves and long-term leaves in various stipulated circumstances. Such leaves shall be granted pursuant to this agreement. No qualification periods will be necessary for persons requiring such leaves. Notices to the Employer of such leaves shall meet the conditions of and include the information required by the *Code*.
 - (b) When an Employee requires a short-term leave, the Employee shall give the earliest practicable notice of the leave. For short-term leaves of greater than 1 day, the Employee shall include in the notice to the Employer the intended date of return to work.
 - (c) When an Employee requires a long-term leave, the Employee shall give the earliest practicable notice of the planned start date for the leave and shall update the notice in the event of a change in the planned start date. In any event, except in the case of an emergency, the Employee shall give the Employer at least 1 weeks’ notice of the start date of the leave. If possible, the Employee shall also give the Employer an estimate of the length of the required leave. When an Employee plans to return to work, the Employee shall give the Employer notice of the planned return and such notice period is not less than the notice required in the *Code*. If the work to which the Employee will be assigned is in a remote location, the Employee and the Employer shall work together to plan the return to coincide with any site travel arrangements and any special work cycle in effect for such work.
 - (d) If the need for a leave is sudden and unexpected, and an Employee requiring the leave has been provided transportation by the Employer to a work site, the Employer will promptly arrange for transportation for the Employee to the nearest commercial transportation from which the Employee can commence the travel to wherever the reasons for the leave require the Employee to be.

**ARTICLE THIRTY - COMBINED REMITTANCE FOR DUES CHECK-OFF
AND EMPLOYER CONTRIBUTIONS TO FUNDS**

- 30.01** All monthly dues check-off payments due to the Carpenter Dues Supplement Fund [see Article **23**] and Employer contributions for the Health & Wellness Fund [see Article **18**], Pension Fund [see Article **19**], Alberta Training And Apprenticeship Competition Fund [see Article **20**], shall be sent by the Employer to the Carpenters Joint Contribution and Dues Fund with payment made with one cheque or one direct deposit along with the appropriate reporting forms.
- 30.02** When such remittances are received by the Carpenters Joint Contribution and Dues Fund with one cheque or one direct deposit covering all check-off payments and Employer contributions for a given month, they shall be deemed to held in trust by the for their respective intended recipient as outlined in the articles identified above at Article **30.01**.

SIGNING PAGE

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

**Letter of Understanding Re: Civil/Foundation and Compressor Station
Work on Industrial Sites**

by and between

**Construction Labour Relations - An Alberta Association
Carpenters (Provincial) Trade Division
(the “Association”)**

And

**Alberta Regional Council of Carpenters and Allied Workers
(hereinafter referred to as the “Regional Council”)
on its own behalf, and on behalf of:**

**United Brotherhood of Carpenters and Joiners of America,
Local # 1325, Edmonton and Local # 2103, Calgary
(each of which is hereinafter referred to as
the “Union” or the “Local Union”)
United (the “union”)**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from the 15th day of November 2020 to the 30th day of April 2023 as set out in the said Collective Agreement, and

Whereas the Parties mutually desire to ensure and maintain competitiveness in respect to civil/foundation and compressor station work which will be tendered and undertaken on the sites of industrial projects,

Now Therefore It Is Agreed between the Parties hereto:

1. Notwithstanding the characterization in respect to Article 5 of the Collective Agreement of work which is loosely described as civil/foundation and compressor station work, in any circumstance in which the Employer will be tendering or otherwise directly competing with a contractor or contractors who are not bound by the Collective Agreement for such civil/foundation and compressor station work on sites of industrial projects, the Employer may apply as the minimum terms and conditions for such work the Non-Industrial provisions of the Collective Agreement provided that the Employer sends correspondence to one of the offices of the Association and to the head office of the Union. Prior to submitting their tender or proposal, identifying the project. Confirming the presence of one (1) or more bidders who are not bound by the Collective Agreement, and confirming that the project will be tendered using the Non-Industrial terms and conditions as the minimum terms and conditions of employment for the project.

2. This Letter of Understanding will be attached to and be part of the Collective Agreement.

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

Letter of Understanding Re: Special Project Needs

entered into by and between

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

and

**Alberta Regional Council of Carpenters and Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:
United Brotherhood of Carpenters and Joiners of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary
(each of which Unions is hereinafter referred to as
the "Union" or the "Local Union")
United (the "Union")**

Whereas the Parties have entered into a Collective Agreement, pursuant to Registration Certificate #51, which shall remain in effect from November 15, 2020 through April 30, 2023 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 Special Project Needs Agreement ["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 and www.albertacarpenters.com.
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 and www.albertacarpenters.com.
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 Article 12 of 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.

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

Letter of Understanding Re: Rapid Site Access Program

by and between

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

and

**Alberta Regional Council of Carpenters and Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:
United Brotherhood of Carpenters and Joiners of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary
(each of which Unions is hereinafter referred to as
the "Union" or the "Local Union")
United (the "Union")**

Whereas

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 the afore-mentioned objective will correlate to a reduction in workplace incidents,

- 1.** The Parties intend to reduce redundant substance testing and related costs, and to expedite access to participating worksites.
- 2.** Alcohol and other drug work rules are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 3.** 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, and
- 4.** 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.
- 5.** Comprehensive professional third-party case administration provides for the effective delivery of education, compliance and if necessary, accommodation strategies. Investment in 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.

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

- (a) The Parties support the implementation of the Rapid Site Access Program,
- (b) Subject to (c) below, the Union, Employer and participant workers agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time,
- (c) Where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered Employers' organization and the Rapid Site Access Administrative Committee
- (d) For Industrial work, the contribution in support of the Rapid Site Access Program shall be established in accordance with Article **27.01** of the Collective Agreement and may be changed by the Association in accordance with that Article.
- (e) This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

Letter of Understanding Re: Referral for Case Managed Aftercare

by and between

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

and

**Alberta Regional Council of Carpenters and Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:
United Brotherhood of Carpenters and Joiners of America,
Local # 1325, Edmonton**

and

**Local # 2103, Calgary
(each of which Unions is hereinafter referred to as
the "Union" or the "Local Union")
United (the "Union")**

Whereas

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

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

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

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

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

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

1. Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian and arising from those who violate Article 3 of the *Canadian Model* shall be referred to and administered by a Third-Party Administrator. 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. Third-Party Service Providers will keep all information in accordance with applicable privacy laws.
3. The Association will provide the funding to the Third-Party Service 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 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File
Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File
Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File
Per: Mike Dunlop
President

Original Signature on File
Per: Paul Zarbatany
President

Letter of Understanding Re: Third-Party Service Providers

by and between

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

and

**Alberta Regional Council of Carpenters and Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:
United Brotherhood of Carpenters and Joiners of America,
Local # 1325, Edmonton**

and

**Local # 2103, Calgary
(each of which Unions is hereinafter referred to as
the "Union" or the "Local Union")
United (the "Union")**

(Together the "Parties")

Whereas the Parties agree that there are advantages to referring substance abuse expert or substance abuse professionals' recommendations to qualified Third-Party Service Providers for administration on behalf of the Parties, and

Whereas Third-Party Service Providers are positioned to offer a higher level of confidentiality, consistency, and expertise, and

Whereas contracting the administration of substance abuse expert or substance abuse professionals' recommendations to Third-Party Service Providers is expected to be more effective in meeting the safety objectives contained in the *Canadian Model for Providing a Safe Workplace Version 6.0 (The Canadian Model)* and increase the quality of service afforded to affected individuals, and

Whereas the Union and the Association are currently investigating alternative Third-Party Service Providers and their attending policies with respect to managing violations of the *Canadian Model* and appropriate return to work guidelines.

Now Therefore it is Agreed Between the Parties That:

1. The Association and the Union (Local Unions 1325 and 2103) commit to meet to discuss the merits of different options for Third-Party Service Providers and the

process for delivering a safe, consistent, and responsible mechanism to return employees to work who have had a violation of the *Canadian Model*.

2. The Parties shall meet at the request of either the Association or Union and there shall be no undue delay in convening the meeting.

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

Letter of Understanding Re: U.S. Employees Health and Wellness Contributions

by and between

**Construction Labour Relations – An Alberta Association
Carpenters (Provincial) Trade Division
(the “Association”)**

and

**Alberta Regional Council of Carpenters and Allied Workers
[hereinafter referred to as the “Regional Council”]
on it’s own behalf, and on behalf of:
United Brotherhood of Carpenters and Joiners of America,
Local #1325, Edmonton
and
Local #2103, Calgary
(each of which unions is hereinafter referred to as
the “Union” or the “Local Union”)**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from November 15th, 2020 to April 30, 2023 as set out in the said Collective Agreement, and

Whereas the Parties mutually desire to encourage and facilitate members of the United Brotherhood of Carpenters and Joiners of America in the United States of America (hereinafter “U.S. Employees”) to come to Alberta to work for contractors bound by the Collective Agreement, and

Whereas the Parties have agreed that it is necessary to modify said Agreement with respect to employees traveling from the United State who are Participants of health and wellness trust funds in the United States, and

Now Therefore it is Agreed between the parties hereto as follows:

- 1.** The Employer shall continue to contribute the amounts set forth in Schedule A and Schedule B of the Collective Agreement in respect of each and every hour a U.S. Employee works under the appropriate Schedule. The amounts will be remitted to the Alberta Health and Wellness Fund as contributions to that fund and not Pension contributions. The amounts set out for Health and Wellness and Pension shall be combined and remitted through reciprocity agreements to the U.S. Employees’ home health and wellness funds by the Alberta Health and Wellness Fund. The contribution that otherwise would have otherwise been a Pension contribution is to be calculated on hours worked. Should the contributed combined amounts, for any reason (including no signed Reciprocal Agreement between Locals or no individual

employee authorizations) not be able to be forwarded, then upon notification by the Union to the Carpenters (Provincial) Trade Division this Letter of Understanding will cease to apply after the next fund contribution date. Upon such notice being given the normal contributions shall apply.

2. The provisions with respect to contributions in Alberta for Training and Dues continue and remain unaffected by this Letter of Understanding.
3. The remittance for funds for reciprocity direction to the U.S. Employees' home health and wellness funds are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from the U.S. Employees' wages.
4. The Employer's liability for the remittance of such funds in respect of U.S. Employees who fall under this Letter of Understanding and who are not members of Locals 1325 or 2103 shall be limited to remittance of the above noted contributions in the manner and times set out in the Collective Agreement. The Employer will not be liable to the U.S. Employees' home health and wellness funds for such contributions. Remittance to the U.S. Employees home health and wellness funds shall be the responsibility of the Alberta Carpenters Trust Funds under the appropriate reciprocity agreements with the U.S. Funds.
5. Except as specifically amended above all other provisions of Articles 18 and 19 continue to apply.
6. This Letter of Understanding will only apply to U.S. Employees working in Alberta who are not members of Local 1325 or Local 2103. The Union will provide the Employer with written confirmation of the applicability of these provisions for U.S. workers before these provisions can apply. The Union will notify the Employer if a U.S. Employee joins either Local 1325 or 2103 and the provisions of this Letter of Understanding will cease to affect them commencing the date of admission into either Local 2103 or Local 1325.
7. This Letter of Understanding shall be attached to and be part of the Collective Agreement between the parties hereto.

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

**Letter of Understanding Re: Compensation for Industrial Employees
Drawing Pension Payments**

by and between

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

and

**Alberta Regional Council of Carpenters and Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:
United Brotherhood of Carpenters and Joiners of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary
(each of which Unions is hereinafter referred to as
the "Union" or the "Local Union")
United (the "Union")**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from November 15th, 2020 to April 30th, 2023 as set out in the said Collective Agreement, and

Whereas the Parties jointly desire to facilitate the ongoing employment of persons who are drawing pension benefits from the Pension Trust Funds referenced in Article **19.00** of the Collective Agreement, and to provide equitable compensation for such persons.

Now Therefore it is Agreed as Follows:

Notwithstanding any provision of this Collective Agreement, if an Employee who is a Union Member is engaged in employment for which the Employer's contributions are to be made to the ACAW Pension Plan, and the Employee is both sixty (60) years of age or older and is receiving a pension from the ACAW Pension Plan, the Union Member may make an application to his/her Employer to have future pension contributions which would otherwise be payable by the Employer to the ACAW Pension Plan to be paid as wages (including Holiday and Vacation Pay) directly to the Employee by the Employer. The wage rate for the employee, when this provision applies, are those rates attached to this Letter of Understanding and will be amended when necessary as a consequence of changes to the base rates contained in this Collective Agreement. When applicable the Foreman and General Foreman Premium shall be added to the Journeyman rate referenced above.

The Member, before making an application to his/her Employer must obtain from the Offices of the ACAW Pension Plan a Retirement Acknowledgement signed by two (2)

senior officers of the ACAW Pension Plan indicating the Member is sixty (60) years of age and in receipt of an ACAW Pension Plan monthly pension. Upon presentation of an original Retirement Acknowledgement duly signed the Employer may accept the application of the Member. The Employer may then only pay contributions to wages as provided for in this Letter of Understanding. Once accepted by the Employer, this payment alteration cannot be revoked by either party during the specific period of employment that it was approved and agreed for.

In no event will this create a greater gross hourly rate of compensation for the Employee paid by the Employer nor will it increase the Employer's total payroll burden due to changes in the wages which would result in greater Employer statutory contributions (CPP, EI, WCB). Accordingly increases in statutory contributions will be offset by reducing the amounts paid in Wages.

If approved by the Employer, the Employer will enact the provisions of this article and its effective date within three (3) weeks of receiving the original Retirement Acknowledgement.

Upon approval of the Employee's application by the Employer for payment of the pension contributions as wages to the Employee, and upon receipt by the Employer of the original Retirement Acknowledgement, the Employer shall be relieved of any obligation under the Collective Agreement to remit future pension contributions to the ACAW Pension Plan for that approved Employee.

The provisions of this Letter of Understanding shall create no responsibility or liability on the Employer or the Union to the ACAW Pension Plan in respect of application of this Letter of Understanding.

1. Those Employees who have been approved in accordance with this Letter of Understanding will be paid in accordance with the Wage Schedule below when implemented by the Employer:

	Base Wage	Hol&VP	H&W	Pension	Training	Total Wage
Journeyman	46.88	4.69	1.60	0.00	0.75	53.92
4th year (90%)	42.19	4.22	1.60	0.00	0.75	48.76
3rd Year (80%)	37.50	3.75	1.60	0.00	0.75	43.60
2nd Year (70%)	32.82	3.28	1.60	0.00	0.75	38.45
1st Year (60%)	28.13	2.81	1.60	0.00	0.75	33.29

2. Forthwith after wage adjustments are calculated in accordance with the Letter of Understanding respecting Wage Determination, the above schedule shall be updated. Should Employer Pension Contributions be adjusted during the life of this Collective Agreement, 80% of the contribution adjustment will be divided appropriately between the Base Rate and the Holiday and Vacation Pay.

3. This Letter of Understanding shall be attached to and part of the Collective Agreement between the Parties hereto.

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

**Letter of Understanding Re: Compensation for Non- Industrial
Employees Drawing Pension Payments**

by and between

**Construction Labour Relations – An Alberta Association
Carpenters (Provincial) Trade Division
(the “Association”)**

and

**Alberta Regional Council Of Carpenters And Allied Workers
[hereinafter referred to as the “Regional Council”]**

on its own behalf, and on behalf of:

**United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton**

and

Local # 2103, Calgary

**(each of which Unions is hereinafter referred to as
the “Union” or the “Local Union”)**

United (the “Union”)

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from November 15, 2020 to April 30th, 2023 as set out in the said Collective Agreement, and

Whereas the Parties jointly desire to facilitate the ongoing employment of persons who are drawing pension benefits from the Pension Trust Funds referenced in Article **19.00** of the Collective Agreement, and to provide equitable compensation for such persons.

Now Therefore it is Agreed as Follows:

Notwithstanding any provision of this Collective Agreement, if an Employee who is a Union Member is engaged in employment for which the Employer’s contributions are to be made to the ACAW Pension Plan, and the Employee is both sixty (60) years of age or older and is receiving a pension from the ACAW Pension Plan, the Union Member may make an application to his/her Employer to have future pension contributions which would otherwise be payable by the Employer to the ACAW Pension Plan to be paid as wages (including Holiday and Vacation Pay) directly to the Employee by the Employer. The wage rate for the employee, when this provision applies, are those rates attached to this Letter of Understanding and will be amended when necessary as a consequence of changes to the base rates contained in this Collective Agreement. When applicable the Foreman and General Foreman Premium shall be added to the Journeyman rate referenced above.

The Member, before making an application to his/her Employer must obtain from the Offices of the ACAW Pension Plan a Retirement Acknowledgement signed by two (2)

senior officers of the ACAW Pension Plan indicating the Member is sixty (60) years of age and in receipt of an ACAW Pension Plan monthly pension. Upon presentation of an original Retirement Acknowledgement duly signed the Employer may accept the application of the Member. The Employer may then only pay contributions to wages as provided for in this Letter of Understanding. Once accepted by the Employer, this payment alteration cannot be revoked by either party during the specific period of employment that it was approved and agreed for.

In no event will this create a greater gross hourly rate of compensation for the Employee paid by the Employer nor will it increase the Employer's total payroll burden due to changes in the wages which would result in greater Employer statutory contributions (CPP, EI, WCB). Accordingly increases in statutory contributions will be offset by reducing the amounts paid in Wages.

If approved by the Employer, the Employer will enact the provisions of this article and its effective date within three (3) weeks of receiving the original Retirement Acknowledgement.

Upon approval of the Employee's application by the Employer for payment of the pension contributions as wages to the Employee, and upon receipt by the Employer of the original Retirement Acknowledgement, the Employer shall be relieved of any obligation under the Collective Agreement to remit future pension contributions to the ACAW Pension Plan for that approved Employee.

The provisions of this Letter of Understanding shall create no responsibility or liability on the Employer or the Union to the ACAW Pension Plan in respect of application of this Letter of Understanding.

1. Those Employees who have been approved in accordance with this Letter of Understanding will be paid in accordance with the Wage Schedule below when implemented by the Employer:

Effective Date	Base Wage	Hol&VP	H&W	Pension	Training	Total Wage
Journeyman						
November 15, 2020	39.36	3.94	1.60	0.00	0.23	45.13
February 7, 2021	39.86	3.99	1.60	0.00	0.23	45.68
February 6, 2022	40.36	4.04	1.60	0.00	0.23	46.23
February 5, 2023	40.86	4.09	1.60	0.00	0.23	46.78
4th year (90%)						
November 15, 2020	35.42	3.54	1.60	0.00	0.23	40.79
February 7, 2021	35.87	3.59	1.60	0.00	0.23	41.29
February 6, 2022	36.32	3.63	1.60	0.00	0.23	41.78
February 5, 2023	36.77	3.68	1.60	0.00	0.23	42.28
3rd Year (80%)						
November 15, 2020	31.49	3.15	1.60	0.00	0.23	36.47
February 7, 2021	31.89	3.19	1.60	0.00	0.23	36.91
February 6, 2022	32.29	3.23	1.60	0.00	0.23	37.35
February 5, 2023	32.69	3.27	1.60	0.00	0.23	37.79
2nd Year (70%)						
November 15, 2020	27.56	2.76	1.60	0.00	0.23	32.14
February 7, 2021	27.90	2.79	1.60	0.00	0.23	32.52
February 6, 2022	28.25	2.83	1.60	0.00	0.23	32.91
February 5, 2023	28.60	2.86	1.60	0.00	0.23	33.29

2. Forthwith after wage adjustments are calculated in accordance with the Letter of Understanding respecting Wage Determination, the above schedule shall be updated. Should Employer Pension Contributions be adjusted during the life of this Collective Agreement, 80% of the contribution adjustment will be divided appropriately between the Base Rate and the Holiday and Vacation Pay.
3. This Letter of Understanding shall be attached to and part of the Collective Agreement between the Parties hereto.

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

**Letter of Understanding Re: Employment of Helmets to Hardhats
Canada Registrants**

by and between

**Construction Labour Relations, an Alberta Association
Carpenters (Provincial) Trade Division**

and

**Alberta Regional Council of Carpenters and Allied Workers
on its Own Behalf, and on Behalf of:
United Brotherhood of Carpenters and Joiners of America,
Local #1325, Edmonton and Local #2103, Calgary**

(together, the Parties)

Whereas Helmets to Hardhats Canada (H2H Canada) facilitates veterans of the Canadian Armed Forces and persons planning to transition from service in the Canadian Armed Forces (H2H Canada registrants) in gaining careers in the construction and maintenance trades and occupations; and

Whereas the Parties are supporting of the efforts of H2H Canada and assisting in ensuring H2H Canada registrants are afforded priority opportunities to engage in the construction and maintenance trades and occupations.

Now Therefore It Is Agreed that in addition to the hiring procedures and the Union and employer hiring obligations and prerogatives set out in the Collective Agreement between the Parties:

1. The Union shall establish protocols to ensure priority dispatch of H2H Canada registrants in response to employer dispatch requests, in recognition, appreciation and respect for the service to Canada of H2H Canada registrants, and communicate such protocols to the employer or employers bound by the Collective Agreement.
2. The Union shall establish provisions with its apprenticeship intakes to include H2H Canada registrants.
3. The Employer may directly hire H2H Canada registrants, subject to the following conditions:
 - a) The Union shall be notified of the name and contact information of each person so hired, and of the position/appointment being filled, forthwith upon employing each; and

- b) Such direct hires may not exceed 1 hire per calendar year or 5% of all hires in a calendar year (whichever is the greater) within the scope of the Collective Agreement; and
 - c) Persons so hired must make application to join the Union, which shall make union membership available to the person so hired, and pay the usual dues and assessments required of persons employed pursuant to the Collective Agreement; and
 - d) The Employer shall forthwith cause the person so hired to be indentured as an apprentice, where it is possible to do so.
4. Additional hires of H2H Canada registrants may be mutually agreed between the Union and the Employer.
5. This Letter of Understanding shall be effective November 15, 2020 and shall be attached to and form part of the Collective Agreement.

Signed this 12th day of November 2020, by and between:

**United Brotherhood of Carpenters
and Joiners of America**

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

Original Signature on File

Per: Derrick Schulte
Business Manager, Executive
Secretary Treasurer ARCAAW,
Locals 1325, 2103

Original Signature on File

Per: Joe McFadyen
President, Construction Labour
Relations

Original Signature on File

Per: Mike Dunlop
President

Original Signature on File

Per: Paul Zarbatany
President

WAGES – SCHEDULE “A” FOR INDUSTRIAL WORK**WAGE RATES AND BENEFIT CONTRIBUTIONS**
(work included within Article 5.02)

Effective November 15, 2020	Base Wage	Hol&VP	H&W	Pension	Training	Total Wage
Journeyman	42.13	4.21	1.60	6.60	0.75	55.29
4th year (90%)	37.92	3.79	1.60	6.60	0.75	50.66
3rd Year (80%)	33.70	3.37	1.60	6.60	0.75	46.02
2nd Year (70%)	29.49	2.95	1.60	6.60	0.75	41.39
1st Year (60%)	25.28	2.53	1.60	6.60	0.75	36.76

WAGES – SCHEDULE “B” FOR NON-INDUSTRIAL WORK**SCHEDULE OF WAGE RATES AND BENEFIT CONTRIBUTIONS
(work not included within Art. 5.02)**

Effective Date	Base Wage	Hol&VP	H&W	Pension	Training	Total Wage
Journeyman						
November 15, 2020	36.75	3.68	1.60	3.62	0.23	45.88
February 7, 2021	37.25	3.73	1.60	3.62	0.23	46.43
February 6, 2022	37.75	3.78	1.60	3.62	0.23	46.98
February 5, 2023	38.25	3.83	1.60	3.62	0.23	47.53
4th year (90%)						
November 15, 2020	33.08	3.31	1.60	3.62	0.23	41.84
February 7, 2021	33.53	3.35	1.60	3.62	0.23	42.33
February 6, 2022	33.98	3.40	1.60	3.62	0.23	42.83
February 5, 2023	34.43	3.44	1.60	3.62	0.23	43.32
3rd Year (80%)						
November 15, 2020	29.40	2.94	1.60	3.62	0.23	37.79
February 7, 2021	29.80	2.98	1.60	3.62	0.23	38.23
February 6, 2022	30.20	3.02	1.60	3.62	0.23	38.67
February 5, 2023	30.60	3.06	1.60	3.62	0.23	39.11
2nd Year (70%)						
November 15, 2020	25.73	2.57	1.60	3.62	0.23	33.75
February 7, 2021	26.08	2.61	1.60	3.62	0.23	34.14
February 6, 2022	26.43	2.64	1.60	3.62	0.23	34.52
February 5, 2023	26.78	2.68	1.60	3.62	0.23	34.91
1st Year (60%)						
November 15, 2020	22.05	2.21	1.60	0.00	0.23	26.09
February 7, 2021	22.35	2.24	1.60	0.00	0.23	26.42
February 6, 2022	22.65	2.27	1.60	0.00	0.23	26.75
February 5, 2023	22.95	2.30	1.60	0.00	0.23	27.08