

# **REINFORCING IRONWORKERS**

## **COLLECTIVE AGREEMENT**

between

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

Pursuant to Registration Certificate #47

and

**The International Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers  
Local Unions 720 & 725**

**Effective: June 2, 2019 to April 30, 2023**

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**PROVINCIAL  
REINFORCING IRONWORKERS COLLECTIVE AGREEMENT**

**June 2, 2019 to April 30, 2023**

- Between -

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION:**

**Ironworkers - Reinforcing (Provincial) Trade Division**

(hereinafter referred to as the "Association")

on behalf of and as agent for all employers who employ  
members of the bargaining unit and who are bound by the  
Collective Agreement under Registration Certificate No. 47 (General Construction Reinforcing  
Ironworkers)

(hereinafter referred to as the "Employers")

Party of the First Part

and

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,  
ORNAMENTAL AND REINFORCING IRONWORKERS**

**Local Union #720 Edmonton, Alberta  
Local Union #725 Calgary, Alberta**

An Association of employees, affiliated with the A.F.L.- C.I.O.

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

Party of the Second Part

**WHEREAS** the Registered Employers' Organizations that are parties hereto were parties to a  
Collective Agreement with the Local Unions that are parties hereto, which Collective  
Agreement expired on April 30, 2019, and

**WHEREAS** the parties hereto have bargained collectively and have reached agreement respecting the provisions to be included within the Collective Agreement pursuant to the *Labour Relations Code*,

**NOW THEREFORE** the Parties hereto agree as follows:

1. For each Employer affected by the registration certificate held by the Registered Employers' Organization that is a Party hereto, the terms and conditions of employment that are appended hereto shall have application to that work, and only to that work, that is described as being the scope for application of the said terms; and
2. From the effective date of this Collective Agreement until a lawful strike or lockout is permitted by the *Labour Relations Code* in respect of collective bargaining that may take place towards the renewal of this collective agreement, none of the parties hereto, nor persons bound hereby, shall consent to, authorize, cause, or threaten to cause, or engage in any strike or lockout in respect of any work affected by the operation of the registration certificate held by the Employers' Organization that is a Party hereto.

**NOTE: Application of the Agreement to Industrial and Commercial/Institutional Terms**

Unless specifically noted as described below, all Articles and Clauses apply to both Industrial and Commercial/Institutional scopes of work as defined in Article 2. Where an Article or Clause is specifically applicable to Commercial/Institutional work only, the Article or Clause will be preceded by the title “Applicable to Commercial/Institutional Work”, or specifically indicate (Commercial).

**ARTICLE ONE: PURPOSE**

- 1.01** The purpose of this Agreement is to promote harmony between the parties; to facilitate the peaceful adjustment of all disputes and grievances; and to prevent strikes, lockouts and any unnecessary expense or delay in the work involved.

**ARTICLE TWO: SCOPE**

- 2.01** The geographical scope of this Agreement, as it applies to each individual employer, shall be that established by voluntary recognition or certification as it applies to each of the employers within the Province of Alberta.

It is understood and agreed that this Agreement shall cover and be applicable throughout the Province of Alberta. The geographical jurisdiction of Local 725 is that portion of the Province of Alberta south of a line drawn through the towns of Nordegg and Consort, Alberta; the balance of the geographical jurisdiction is that belonging to Local 720.

- 2.02** The Employer recognizes the Union(s) as the sole exclusive bargaining agent(s) for all field employees employed within the scope and geographical jurisdiction of this agreement.

This agreement applies to all hourly rated field employees employed by the Employers in the Province of Alberta. This does not apply to any field office staff, engineers, clerical workers or to any person above the rank of General Foreman nor to any persons acting on behalf of the Employers in a confidential capacity.

- 2.03**
- (a)** The Union recognizes the Registered Employers’ Organization as the sole and exclusive bargaining representative of all Employers bound by this Agreement for all work that falls within the scope of this Collective Agreement pursuant to Registration Certificate number 47 in the General Construction Sector.
  - (b)** The Parties to this Agreement recognize that they have worked together to develop and finance training programs, pension plans, health and welfare plans, and other programs and benefits that support the professional development and health and wellbeing of the membership of Locals 720 and 725 which constitutes the workforce resource for contractors bound to this

Agreement. In consideration for this considerable financial support of their membership, the Union agrees that on work coming within the scope of this Agreement, to work only for and supply workers only to Employers who are bound by and to the terms and conditions as contained in this Agreement. Exceptions to this will only be allowed where workers are working under permit through another Building Trades affiliated union, when working on work excluded from Registration 47 by Division 8 of the *Labour Relations Code* or in such other circumstances agreed to in advance by the Parties to this Agreement.

- (c) All workers dispatched by the Union for work within the scope of this Agreement in the General Construction Sector must work under the terms of this Collective Agreement unless varied pursuant to a Special Needs Agreement or by mutual consent of the Parties to this Agreement.

**2.04** 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 (but not including solar, wind, biomass or geothermal power generation)
- 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 and compressor stations having a total capital value of new construction in excess of fifty (50) 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.

**2.05** Employers covered by this Agreement, recognize the work jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers as set out under Trade Jurisdiction Appendix "A" of this Agreement.

- 2.06** The Employer agrees that only journeyperson and apprentice Ironworkers shall be employed on any work described in this Article and Appendix "A".
- 2.07** The Employer agrees that they will not sub-contract work within the scope of this Agreement to a contractor that does not agree to honor the terms and conditions of this agreement.
- 2.08** It is agreed that this Agreement shall supersede any other Agreement that has been entered into by and between any of the parties hereto which embraces any of the work defined above, which is dated prior to the signing of this Agreement.
- 2.09** The parties recognize that it is in their mutual best interest to include significant involvement of women, indigenous people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices who will join the union.

### **ARTICLE THREE: JURISDICTIONAL DISPUTES**

- 3.01** Any jurisdictional dispute between the Union and any other Building and Construction Trades Union or between the Employer and the Union that involves any work undertaken by the Employer shall be settled in accordance with the Procedural Rules stipulated in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

### **ARTICLE FOUR: NO STRIKES OR LOCKOUTS**

- 4.01** The Employer agrees that there shall be no lockout during the term of this Agreement.
- The Union agrees that there be no strike, stoppage of work, slow down or work to rule or other collective action which would stop or interfere with the Employer's operations during the term of this Agreement.
- The Employer and the Union agree that they will not discipline or discriminate against any employee who may or may not cross a picket line where a legal strike exists.

### **ARTICLE FIVE: UNION SECURITY**

- 5.01** For those classifications described in clause **2.01** of this Agreement, the Employer agrees to employ only members in good standing of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, through the business offices of Locals 720 and 725, as long as the Unions can supply workers in sufficient numbers to take care of the Employer's needs. The Employer shall have the right to name hire foremen and up to fifty (50%) percent of the remaining employees taken from the applicable union "out of work list." If the Unions cannot supply



journey person and apprentices within twenty-four (24) hours in the city of Edmonton and Calgary; forty-eight (48) hours beyond a one hundred kilometer radius of the cities of Edmonton and Calgary (exclusive of Saturdays, Sundays, and holidays) the Employer may hire workers elsewhere and such a hire will not be considered a name hire. In such case, the employees so hired shall, as a condition of maintaining their employment, make application to become members of the Union within thirty (30) days of their employment.

- 5.02** It shall be the responsibility of the Union to determine when a member is in good standing.
- 5.03** As a condition of continued employment, the employee shall maintain their good standing in and with the Union. Failure to comply with the above requirements shall result in the Employer terminating each delinquent employee.
- 5.04** The Union agrees that in the event any employee is terminated at the request of the Union for reasons set out in clause **5.03**, the Union shall replace such person with a competent replacement on the job at no cost to the Employer.
- 5.05** All Journeymen and Apprentices will submit a work order or dispatch slip signed by the Business Agent or the Business Agent's representative, to the Employer or the Employer's representative before commencing employment, unless circumstances require the order or slip to be mailed or faxed at the request of the Employer. A dispatch slip will be issued by the Union to persons hired in accordance with this Collective Agreement (probationary members or travel card members must sign the dispatch slip).
- 5.06** Workers on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third. Should the Employer wish to reduce the number of employees employed on any job, the Foreman shall notify the Job Steward and the employees shall be laid off in the following sequence providing the remaining employees are qualified to perform the remaining work:
- (i)** Probationary members
  - (ii)** Travel Card Members from outside Alberta
  - (iii)** Travel Card Members from inside Alberta
  - (iv)** Members of the Local Union in whose jurisdiction the work falls
- 5.07** Upon at least five (5) days prior telephone notification, following up by letter, to the Business Agent of the Local Union in whose territory a project is situated, an employer shall be permitted to assign up to four (4) Ironworkers, inclusive of General Foremen

and/or foremen, from the territorial jurisdiction of one (1) local Union to the other, provided such employees are members of their Local Union and not probationary members and have been in the employ of the employer for a period of at least thirty (30) calendar days prior to assignment. Prior to commencing work, the employer shall employ one (1) Ironworker from the Local Union holding the territorial jurisdiction, who shall act as the Job Steward. The assigned Ironworkers must report to the Local Union office, prior to commencing work. All additional Ironworkers shall be hired from the Local Union holding the territorial jurisdiction.

- 5.08** 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.

**ARTICLE SIX: DUES CHECK-OFF**

- 6.01** The Employer agrees to deduct and remit all Union dues, fees, and assessments authorized by the employee in writing, and shall deduct from the first pay period of each month such sums for monthly dues, fees, and assessments as may be notified officially in writing by the Local Union. Such deductions shall be forwarded to the Financial Secretary Treasurer of Local Unions not later than the fifteenth (15<sup>th</sup>) day of the following month. Such remittance shall be accompanied by a statement of the names of the employees from whom such monies have been deducted.

**ARTICLE SEVEN: DUES SUPPLEMENT**

- 7.01** The Employer agrees to deduct from the Ironworkers wages a dues supplement, in an amount as advised by the union in writing, for each hour that an employee covered by this Agreement is employed and forward same to the offices of the Financial Secretaries not later than the fifteenth (15<sup>th</sup>) day of the following month in which the said dues were deducted.

**ARTICLE EIGHT: RESERVATION OF MANAGEMENT RIGHTS**

- 8.01** Management of Company and the direction of the working forces are vested solely and exclusively in the Company, and shall not be abridged except by specific restrictions as set forth in this Agreement. The Management Rights, as set out herein, shall not be deemed to exclude the other rights of Management at common law.

The Employer retains the sole and exclusive control over all matters concerning the operation and management and administration of their business; the determination of locations or termination of facilities; the determination of service or work to be

performed; the direction and control of employees, including qualifications, the determination of quality and quantity standards, the daily assignment of work and overtime to the employees; the right to select, hire, promote, transfer; the right to discipline and discharge for just cause; the right to determine processes, methods and procedures to be employed, including technological change; the right to make and enforce rules, including safety matters and to perform other functions inherent in the administration and control of the business.

- 8.02** With the exception of those contractors that may have established alternative benefit programs for their ownership group prior to the date of ratification of this Collective Agreement, it is agreed that any owner/manager of a company that regularly and routinely performs the work of the bargaining unit (i.e. in excess of 40 hours per calendar month) must pay all benefits and dues remittances as required under this Collective Agreement. The Union and Trustees of the affected benefit plans will insure that owners participating in those plans pursuant to this clause will be eligible for full benefit coverage and will receive all rights and entitlements that are normally provided to the beneficiaries of these plans with the exception that they will not be entitled to a vote on union matters. Once an owner begins to make contributions pursuant to this clause they must continue to contribute unless they provide thirty (30) days written notice that they will no longer perform the work of the bargaining unit.

#### **ARTICLE NINE: BUSINESS AGENTS**

- 9.01** Business Agents will have access during working hours to all jobs covered by this Agreement in the carrying out of their regular duties providing they agree to comply with all safety rules and regulations on site. They shall, in all instances, first inform the Employer's Superintendent or Foreman before proceeding onto the jobsite.

#### **ARTICLE TEN: JOB STEWARDS**

- 10.01** Job Stewards shall be recognized on all jobs and they shall not be discriminated against. It will be his/her duty to attend to all complaints between the workers on the job and the company to endeavor to reach a settlement before these complaints become grievances.
- (a) Where, in the opinion of the Union, a Job Steward is deemed necessary, the Steward shall be a working Journeyman appointed by the Business Manager of the Union or his representative, who shall in addition to their work as a Journeyman be permitted to perform, during working hours, such of their Union duties as cannot be performed at other times.
  - (b) The Union, whenever practical, will supply certified job stewards who have been trained to deal with issues arising under the Canadian Model Alcohol and Drug Guidelines and Work Rule.

- (c) In the event an Employer establishes additional shifts, the Business Manager of the Union or their representative will appoint a Job Steward for that shift(s).

The Steward will assist in having injured workers promptly taken care of and where necessary (at the discretion of the Superintendent or Foreman) may accompany them to their homes or hospital as the case may require, without loss of time. They shall report the injury to the proper Officers of the Union.

- 10.02** The Business Representative shall be notified of the reason if a Job Steward is discharged. The Business Representative shall inform the Employer of the appointments of all Job Stewards.
- 10.03** Under no circumstances shall Job Stewards or any employee make any arrangements with the Foreman or Management, or vice versa, that will change or conflict in any way with any section or terms of this Agreement without approval of the Business Representative and the Employer.
- 10.04** Providing the Steward is qualified to perform the job required, the Steward shall be one of the last five (5) employees remaining on the job within the scope of this Agreement.
- 10.05** Stewards will be notified of all scheduled lay-offs or terminations prior to the employee receiving notice of same. A lay-off or termination will not be deemed to be invalid for failure to comply with this clause.

## **ARTICLE ELEVEN: GRIEVANCE PROCEDURE**

### **11.01 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.

**11.02 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.

**11.03 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.

**11.04 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.

**11.05 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.

**11.06 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.

**11.07 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) The cost of the arbitration hearing shall be borne by the losing party.
- (f) Notwithstanding (e) above, an arbitration board or single arbitrator may exercise their discretion to rule that the costs of the arbitration are shared equally.

**ARTICLE TWELVE - ENABLING**

**12.01** It is recognized that from time to time certain terms and conditions of employment may require alteration from those contained in this Collective Agreement in order to enable the Contractor to obtain or execute certain work when non-Building Trades contractors are also bidding on the same work, or upon client specific requests. Any request to alter terms and condition of employment can be initiated by the Employer, Trade Division, or Union.

**12.02** Any modifications to the terms of the Collective Agreement must be agreed to in writing by the Business Manager of the Local Union, and a Representative on behalf of the Trade Division. All enabled conditions will be available to any signatory contractor applying for and bidding on the work to which the enabled conditions apply.

## **ARTICLE THIRTEEN: SAVING CLAUSE**

**13.01** It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Province of Alberta and the Dominion of Canada. Should it later be determined that it would be a violation of any legally effective Provincial or Dominion Order or Statute to comply with any provision or provisions of this Agreement, the parties hereto may mutually agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Provincial or Dominion Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

It is understood that the provisions of this Agreement will apply only in-so-far as the authority to bargain those provisions has not been exceeded.

## **ARTICLE FOURTEEN: HOURS OF WORK**

### **14.01 Start and Stop Times**

When one (1) shift is employed on a job, a working day shall be composed of not more than eight (8) working hours. A workday shall commence at 7:00 a.m. and end at 3:30 p.m. (4:00 where a one (1) hour lunch is scheduled) from Monday to Friday inclusive. The start time of the day shift may be varied by up to one hour, earlier or later, provided advance notice is given to affected employees. Variances in excess of one hour will require mutual consent between the Union and the Company Representative. Such consent will not be unreasonably denied.

### **14.02 Lunch Breaks**

The lunch break will consist of a one-half (½) hour (or one (1) hour where scheduled) unpaid break taken mid-way during the regular work day.

In the event that an employee is required to work during their regular lunch period they shall be allowed a one-half (½) hour lunch period between the hours of 11:00 a.m. and 2:00 p.m., otherwise the employee shall be paid double time for working through said lunch period.

### **14.03 Provisions for Meals on Overtime:**

(a) When employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the 10<sup>th</sup> hour, to provide a meal at no cost to the employees, for those involved. One-half 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 meal time. Should an employee be requested to continue work, then an additional hot meal shall be supplied every 4 hours under the same conditions above.



- (b) Should an employee not be provided with meals as set out in the preceding paragraph, they shall receive an allowance of \$50 in lieu of the meal and the time to consume the meal.
- (c) Where a shift in excess of 11 hours but not longer than 12 hours is worked, and when camp accommodations are provided and a meal is provided at the end of the shift, no meal allowance shall be payable. When such shifts are worked, break times may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted.
- (d) Where a supervisor is required to
  - (i) start up to 1 hour earlier, or
  - (ii) finish up to one 1 hour later, or
  - (iii) start up to ½ hour earlier and finish up to 1/2 hour later

than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **14.03(a)** will not apply unless those provisions are applicable to the rest of the crew.

**14.04 Work Breaks**

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 the conclusion of each overtime meal break. However, for a compressed work week schedule, 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.

**14.05 Two Break Option**

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

**14.06 Overtime**

**Applicable to Commercial/Institutional Work**

- (a) All work performed after a regular shift in any one (1) day shall be considered overtime until a break of eight (8) hours occurs and shall be paid at the rate of time and one-half (1.5x). The first eight (8) hours worked on Saturday shall be paid for at the rate of time and one-half (1.5x). All hours worked in excess of eight (8) on Saturday and all hours worked on Sunday shall be paid for at the rate of double time (2x).

**Applicable to Industrial Work**

- (b) Time and one-half (1.5x) for the first two (2) hours of overtime worked on a week day, being Monday through Friday inclusive.
- (c) When compressed work weeks averaging agreements are scheduled pursuant to clause **14.08** on a Monday through Friday basis, time and one-half (1.5x) shall apply to the first ten (10) hours worked on the Monday or Friday.
- (d) Double time (2x) shall apply to all overtime hours that are not included in (b) and (c) above. *(The payment of double time (2x) has been suspended. Refer to the Letter of Understanding Re: Overtime Provisions)*

If an employee is required to work before an eight (8) hour break occurs the worker will be paid the applicable overtime rates until such time as an eight (8) hour break occurs. Required travel time shall not be included in calculating the said eight (8) hour break.

**14.07 Shift Work**

- a) Shift work is defined as a continuous operation outside of regular working hours and shall be worked for a minimum of two (2) consecutive working days, otherwise overtime rates shall be paid for all hours worked outside of the regular daily or weekly hours. Such shift work may be started between the hours of 12:00 noon and 4:00 a.m. except that no shift shall commence before midnight Sunday. Where shifts are being worked the regular work week commences at 8:00 a.m. Monday and ends at 8:00 a.m. Saturday.
- b) Employees working on other than day shift on a two (2) or three (3) shift operation, shall receive three dollars and fifty cents (\$3.50) per hour.
- (c) All work performed in excess of eight (8) hours, Monday through Friday, (ten (10) hours pursuant to 14.08) on shift work shall be paid for at the applicable overtime rate of pay and to that shall be added the normal shift premium.

- (d) For the purpose of calculating overtime premiums applicable where shifts are being worked, the regular work week commences at 8:00 a.m. Monday and ends at 8:00 a.m. Saturday. Saturday and Sunday overtime premiums will apply from 8:00 a.m. Saturday until 8:00 a.m. Monday with the exception that a Friday night shift which is scheduled to end at 8:00 a.m. Saturday will have the first two hours of overtime payable at one and one half times (1.5x). The 8:00 a.m. times referred to in this clause are subject to the "deviation" referred to in clause 14.01. The same principle will apply to compressed work weeks with the regular work week starting at 7:00 a.m. Monday and ending at 7:00 a.m. on Friday. Friday overtime at time and one-half would apply to shifts falling between 7:00 a.m. Friday and 7:00 a.m. Saturday
- (e) The starting time and quitting time for an off shift shall be mutually agreed between the Union and the Employer.
- (f) In the event of staggered working hours of either shift work or overtime, beyond transit hours, suitable transportation will be supplied by the Employer.

#### **14.08 Averaging Agreements**

##### **Compressed Work Week (4-10s) Averaging Agreement**

- (a) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period. On a four (4) ten (10) schedule, when the scheduled work week day off, (either Friday or Monday) is worked, the first ten (10) hours shall be paid at one and one-half times (1.5x) the applicable rate of pay. Double time (2x) rates will apply on hours worked after the regularly scheduled work day of the compressed work week averaging agreement and for work on Saturday and Sunday. *(The payment of double time (2x) has been suspended. Refer to the Letter of Understanding Re: Overtime Provisions)*

##### **Back to Back 4-10s (10&4) Averaging Agreement (Applicable to Industrial work and Commercial/Institutional out of town, non-daily travel work)**

- (b) An Employer may alternate the work weeks from a Tuesday to Friday schedule one (1) week followed by a Monday to Thursday schedule the next in order to provide a four (4) day weekend every second week. If this schedule is utilized, the straight time days will be Tuesday through Friday in one (1) 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 (1.5x) and the Saturday and Sunday will be paid at double time (2x). *(The payment of double time (2x) has been suspended. Refer to the Letter of Understanding Re: Overtime Provisions)*

- c) If ten (10) consecutive work days are scheduled, working overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give three (3) working days' notice of their intention not to work such overtime. Failure to provide the required notice and report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

**20&8 Averaging Agreement (Applicable to Industrial work and Commercial/Institutional out of town, non-daily travel work)**

- d) In addition to the work schedules included in the Special Project Needs Agreements it is agreed that an optional averaging agreement schedule will be available for Ironworker contractors consisting of twenty (20) days of ten (10) hours per day followed by an eight (8) day furlough. Days one (1) through nineteen (19) will be paid on the basis of the first one and one half hours paid at time and one-half (1.5x) and the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) hours of work paid at time and one-half (1.5x) with the six and one-half hours worked between them paid at straight time. The twentieth (20<sup>th</sup>) day of work will be paid on the basis of the first three (3) hours paid at time and one-half (1.5x) and the last three (3) hours paid at time and one-half (1.5x) with the four (4) hours in between paid at straight time rates. When the final day of the shift cycle is reduced due to the timing of flights, overtime at time and one-half (1.5x) shall apply to the last hour worked on that day

**14&7 Averaging Agreement (Applicable to Industrial work and Commercial/Institutional out of town, non-daily travel work)**

- e) 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.
- f) In each shift the first 1½ scheduled hours of work and the 9<sup>th</sup> and 10<sup>th</sup> 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 9<sup>th</sup> scheduled hour of work will be paid at straight time rates.
- g) 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".

- h)** 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 in accordance with the overtime Letter of Understanding.
- i)** A worker who is transferred to a work cycle with a different start day must be provided with a minimum of 2 scheduled work days' 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.

**14.09 Other Averaging Agreements**

The Parties understand and agree that on the remote jobsites or where special conditions apply, scheduling of extended work weeks/days off may be beneficial to the completion of the work and in those circumstances the Parties may mutually agree to a work schedule to meet job conditions. If a work schedule that is not currently addressed in the collective agreement is requested by the owner, the Parties may implement the work schedule. Such a request will not be unreasonably denied.

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

**(a) Excusable Absence:**

- i.** The absence occurs, despite all good faith efforts of the employee to attend work and is due to circumstances beyond their control.
- ii.** 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.
- iii.** 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.

**(b) 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 three working days' notice of a request for leave of up to one day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.

(c) **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 one or two 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.

(d) **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 one shift due to an excused absence, the formula shall apply as follows:

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

D = 10 hours of overtime earned

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

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

D = 0 hours of overtime earned

**ARTICLE FIFTEEN: REPORTING FOR WORK**

**15.01** An employee called out to work after they have completed their regular shift and gone home shall be given not less than two (2) hours work, or if work is not available, shall be paid for two hours at the overtime rate.

**15.02** When an employee on a job or project reports as usual for work, but is unable to commence work because of circumstances within the control or responsibility of the Employer, the worker shall be given two (2) hours' pay plus travelling allowance if

applicable, for reporting on the job, provided, however, that the employee remains on the job during the two (2) hour period and performs any work requested which, in the opinion or judgment of their foreman, after conferring with the job steward, can be accomplished. If reporting time occurs during Saturdays, Sundays, holidays, or overtime hours then overtime rates shall apply

**15.03** 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:

- (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.

**15.04** 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.

**ARTICLE SIXTEEN: WAGE RATES****16.01 Industrial Rates (for work as defined in Clause 2.03)  
(Refer to the Letter of Understanding Re: Industrial Wage Determination)**

Effective Date	Base Wage	VP	HP	H&W	Pension	IMPACT	Training	Gloves	Total Wage
<b>Foreman (110% of Journeyperson)</b>									
2-Jun-19	43.47	2.61	1.57	2.05	6.03	0.30	0.30	0.15	56.48
3-May-20	43.47	2.61	1.57	2.05	6.03	0.30	0.30	0.15	56.48
2-May-21	CPI							0.15	TBD
1-May-22	CPI							0.15	TBD
<b>Leadhand (105% of Journeyperson)</b>									
2-Jun-19	41.50	2.49	1.49	2.05	6.03	0.30	0.30	0.15	54.31
3-May-20	41.50	2.49	1.49	2.05	6.03	0.30	0.30	0.15	54.31
2-May-21	CPI							0.15	TBD
1-May-22	CPI							0.15	TBD
<b>Journeyperson</b>									
2-Jun-19	39.52	2.37	1.42	2.05	6.03	0.30	0.30	0.15	52.14
3-May-20	39.52	2.37	1.42	2.05	6.03	0.30	0.30	0.15	52.14
2-May-21	CPI							0.15	TBD
1-May-22	CPI							0.15	TBD
<b>4th Level (90%)</b>									
2-Jun-19	35.57	2.13	1.28	2.05	6.03	0.30	0.30	0.15	47.81
3-May-20	35.57	2.13	1.28	2.05	6.03	0.30	0.30	0.15	47.81
2-May-21	CPI							0.15	TBD
1-May-22	CPI							0.15	TBD
<b>3rd Level (80%)</b>									
2-Jun-19	31.62	1.90	1.14	2.05	6.03	0.30	0.30	0.15	43.49
3-May-20	31.62	1.90	1.14	2.05	6.03	0.30	0.30	0.15	43.49
2-May-21	CPI							0.15	TBD
1-May-22	CPI							0.15	TBD
<b>2nd Level (70%)</b>									
2-Jun-19	27.66	1.66	1.00	2.05	6.03	0.30	0.30	0.15	39.15
3-May-20	27.66	1.66	1.00	2.05	6.03	0.30	0.30	0.15	39.15
2-May-21	CPI							0.15	TBD
1-May-22	CPI							0.15	TBD
<b>1st Level (60%)</b>									
2-Jun-19	23.71	1.42	0.85	2.05	0.00	0.30	0.30	0.15	28.78
3-May-20	23.71	1.42	0.85	2.05	0.00	0.30	0.30	0.15	28.78
2-May-21	CPI							0.15	TBD
1-May-22	CPI							0.15	TBD



**16.02 Commercial Rates (For work that is not Industrial Work as defined in Clause 2.03)**

Effective Date	Base Wage	VP	HP	H&W	Pension	IMPACT	Training	Gloves	Total Wage
<b>Foreman (110% of Journeyperson)</b>									
2-Jun-19	39.89	2.39	1.44	1.80	4.89	0.30	0.10	0.15	50.96
3-May-20	39.89	2.39	1.44	2.14	5.00	0.30	0.15	0.15	51.46
2-May-21	40.15	2.41	1.45	2.14	5.00	0.30	0.15	0.15	51.75
1-May-22	40.40	2.42	1.45	2.14	5.00	0.30	0.15	0.15	52.01
<b>Leadhand (105% of Journeyperson)</b>									
2-Jun-19	38.07	2.28	1.37	1.80	4.89	0.30	0.10	0.15	48.96
3-May-20	38.07	2.28	1.37	2.14	5.00	0.30	0.15	0.15	49.46
2-May-21	38.33	2.30	1.38	2.14	5.00	0.30	0.15	0.15	49.75
1-May-22	38.57	2.31	1.39	2.14	5.00	0.30	0.15	0.15	50.01
<b>Journeyperson</b>									
2-Jun-19	36.26	2.18	1.31	1.80	4.89	0.30	0.10	0.15	46.99
3-May-20	36.26	2.18	1.31	2.14	5.00	0.30	0.15	0.15	47.49
2-May-21	36.50	2.19	1.31	2.14	5.00	0.30	0.15	0.15	47.74
1-May-22	36.73	2.20	1.32	2.14	5.00	0.30	0.15	0.15	47.99
<b>4th Level (90%)</b>									
2-Jun-19	32.63	1.96	1.17	1.80	4.89	0.30	0.10	0.15	43.00
3-May-20	32.63	1.96	1.17	2.14	5.00	0.30	0.15	0.15	43.50
2-May-21	32.85	1.97	1.18	2.14	5.00	0.30	0.15	0.15	43.74
1-May-22	33.06	1.98	1.19	2.14	5.00	0.30	0.15	0.15	43.97
<b>3rd Level (80%)</b>									
2-Jun-19	29.01	1.74	1.04	1.80	4.89	0.30	0.10	0.15	39.03
3-May-20	29.01	1.74	1.04	2.14	5.00	0.30	0.15	0.15	39.53
2-May-21	29.20	1.75	1.05	2.14	5.00	0.30	0.15	0.15	39.74
1-May-22	29.38	1.76	1.06	2.14	5.00	0.30	0.15	0.15	39.94
<b>2nd Level (70%)</b>									
2-Jun-19	25.38	1.52	0.91	1.80	4.89	0.30	0.10	0.15	35.05
3-May-20	25.38	1.52	0.91	2.14	5.00	0.30	0.15	0.15	35.55
2-May-21	25.55	1.53	0.92	2.14	5.00	0.30	0.15	0.15	35.74
1-May-22	25.71	1.54	0.93	2.14	5.00	0.30	0.15	0.15	35.92
<b>1st Level (60%)</b>									
2-Jun-19	21.76	1.31	0.78	1.80	0.00	0.30	0.10	0.15	26.20
3-May-20	21.76	1.31	0.78	2.14	0.00	0.30	0.15	0.15	26.59
2-May-21	21.90	1.31	0.79	2.14	0.00	0.30	0.15	0.15	26.74
1-May-22	22.04	1.32	0.79	2.14	0.00	0.30	0.15	0.15	26.89

**ARTICLE SEVENTEEN: APPRENTICES**

- 17.01** (a) Reinforcing Ironworker apprentices shall serve a two (2) year apprenticeship, divided into four (4) levels of 810 hours each. New apprentices will start at 60% of the journeyperson rate with no Pension coverage for the first 810 hours, but with full benefits paid. Apprentices must attend and pass the appropriate technical training courses to advance from the 70% rate of the second level to the 80% rate in the third level.
- (b) The apprentice's next period wage increase will become effective on the first (1<sup>st</sup>) pay period following the date the apprentice presents to their Employer the letter received from the Apprenticeship Board notifying them of successful completion of a schooling period unless the apprentice's anniversary date has not been reached. In that case the increase will become effective on the first (1<sup>st</sup>) pay period following the anniversary date. An apprentice will receive their increase to the journeyperson rate on the first (1<sup>st</sup>) pay period following the date their ticket becomes effective.
- (c) The Union shall include on each dispatch slip, the most accurate number of hours worked by the apprentice that are known to the Union.
- 17.02** Apprentices shall be dispatched to work with Journeyperson Ironworkers on the maximum basis of one (1) apprentice to one (1) Journeyperson employed on the job. The Employer and Union may agree to vary the apprentice to journeyperson ratio.
- 17.03** Each Union Apprentice member will be required to show proof of indentureship. Every candidate for membership in the Ironworker Trade shall appear before the Examining Committee of the respective locals.
- 17.04** The Apprentice shall meet the terms and obligations as set out by the trustees of the Alberta Ironworkers Apprenticeship and Training Program or Fund.

**ARTICLE EIGHTEEN: HOLIDAYS**

- 18.01** (a) All time worked on the following holidays shall be paid for at the rate of double time (2x): *(The payment of double time (2x) has been suspended. Refer to the Letter of Understanding Re: Overtime Provisions)*

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

and any such days which may be declared as a general holiday by the Federal and/or Provincial Governments.

- (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) For commercial in town jobs, (Regular Monday to Friday work week), the following dates shall be recognized as scheduled days off:
  - December 28, 2020
  - December 27, 28, 31, 2021
  - December 26, 27, 30, 2022
- (d) 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 employee be penalized for opting to not work.
- (e) No work shall be performed on Labour Day, except where safety to life or property makes it necessary.

#### **ARTICLE NINETEEN: VACATION PAY STATUTORY HOLIDAY PAY**

**19.01** All Employees covered by this Agreement shall receive the percentage of their gross hourly wage as stipulated in the Employment Standards Code in respect to vacation pay and Statutory Holiday pay. Each employee shall receive their vacation allowance on their gross wages in accordance with article **16.00** of this Agreement which shall be included in their weekly pay unless the employees of an Employer decide to receive their holiday pay at the employee's holiday period or termination and at the end of the calendar year. Income tax on this amount to be deducted weekly.

"Gross hourly wages" shall mean hourly wage, overtime premiums, and shift premiums.

#### **ARTICLE TWENTY: HEALTH & WELFARE TRUST FUND**

**20.01** For the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Ironworkers Health & Welfare Trust Fund of Western Canada for each employee covered by the said Collective Bargaining Agreement as follows:

**20.02** For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as per article **16.00** of this Agreement to the above named Health and Welfare Trust Fund.

- 20.03** For the purpose of this article, hours for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable and each overtime hour shall be counted as one regular hour for which contributions are payable.
- 20.04** Contributions shall be paid on behalf of an employee starting with the employee's first hour of employment in a job classification covered by the Collective Bargaining Agreement.
- 20.05** The payments to the Health and Welfare Fund required above, shall be made to the Ironworkers Health and Welfare Trust Fund of Western Canada, Funds Administrative Service, 9th floor, 9707 110 Street, Edmonton, Alberta, T5K 3T4, established under an Agreement and Declaration of Trust which shall provide for joint Administration of an equal number of Employer and Union Trustees. When the said Trust Agreement was adopted, the Employer and the Union agreed to become parties to such an Agreement and to be bound by all the terms and provisions thereof, and a copy of such Trust Agreement shall be attached to and become part of this Collective Bargaining Agreement.
- 20.06** It is agreed that all contributions shall be made at such time and in such manner as the Trustees of the Health and Welfare require; and the Trustees shall have the authority to have an independent person, who is qualified to perform an audit, audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health and Welfare Trust Fund of Western Canada.
- 20.07** If an Employer fails to make contributions to the Health and Welfare Fund within fifteen (15) days after the date required by the Trustees of the Health and Welfare Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Article, any provisions of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable cost for collecting the payments due together with any reasonable legal fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 20.08** The Trustees of the Health and Welfare Fund shall, among other things, have the authority to determine the type and amount of benefits to be provided, the eligibility rules governing entitlement to benefits and whether and to what extent benefits are to be provided for dependents of covered employees.

The Trustees of the Health and Welfare Trust Fund shall also have the authority to require that any new Employer, or any Employer who has failed to make contributions to the Health and Welfare Trust Fund in the manner required by this Collective Bargaining Agreement, pay its contributions to the Health and Welfare Trust Funds within three (3) business days of the end of each pay period, notwithstanding anything to the contrary in clause **20.07** of this Collective Bargaining Agreement.

- 20.09** It is further agreed that all contributions to the Health and Welfare Trust Fund shall accrue on a daily basis and, pending the date that contributions are to be remitted to the Health and Welfare Trust Fund as required by clause **20.06** of this Collective Bargaining Agreement, shall be held by each Employer in trust on behalf of its employees or an amount equal to such contributions shall be, and is hereby deemed to be, held separate and apart from the other property of the Employer. Further, the parties to this Collective Bargaining Agreement agree that, solely for the purpose of the Employment Standards Code, the contributions due or accruing due by each Employer to the Health and Welfare Trust Fund shall be, and are hereby deemed to be, a "wage" of the employees for whom contributions are made or to be made, as the term "wage" is used and defined in the Employment Standards Code.
- 20.10** A contractor may make contributions to this fund through an electronic transfer of funds if they choose to use that method of payment.

#### **ARTICLE TWENTY ONE: PENSION TRUST FUND**

- 21.01** For the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Alberta Ironworkers Pension Trust Fund for each employee covered by the said Collective Bargaining Agreement as follows:
- 21.02** For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as per article **16.00** of this Agreement to the above named Pension Trust Fund. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 21.03** For the purpose of this article, hours for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable and each overtime hour shall be counted as either one and one-half hours or two hours depending upon the applicable overtime rate per hour worked.
- 21.04** Contributions shall be paid on behalf of an employee starting with the employee's first hour of employment in a job classification covered by the Collective Bargaining Agreement.
- 21.05** The payments to the Pension Trust Fund required above, shall be made to the Alberta Ironworkers Pension Trust Fund, c/o Funds Administrative Service, 9th floor, 9707 110 Street, Edmonton, Alberta, T5K 3T4 established under an Agreement and Declaration of Trust which shall provide joint Administration by an equal number of Employer and Union Trustees. When the said Trust Agreement was adopted, the Employer and the Union agreed to become parties to such an Agreement and to be bound by all the terms and provisions thereof, and a copy of such Trust Agreement shall be attached to and become part of this Collective Bargaining Agreement.

- 21.06** It is agreed that all contributions shall be made at such times and in such manner as the Trustees of the Pension Trust Fund requires and the Trustees shall have the authority to have an independent person, who is qualified to perform an audit, audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Trust Fund.
- 21.07** If an Employer fails to make contributions to the Pension Trust Fund within 15 days after the date required by the Trustees of the Pension Trust Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable costs for collecting the payments due together with reasonable legal fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employers liability will be limited to the above and to the making of contributions in this amount and in the manner set forth herein.
- 21.08** The Trustees of the Pension Fund shall, among other things, have the authority to determine the type and amount of benefit to be provided, and the rules and regulations governing entitlement to such benefits, provided, however, that the retirement plan to be established shall conform at all times with the applicable Provincial and Federal requirements so as to ensure the tax exempt status of the Pension Fund and the right of contributing employers to treat the contributions to the Pension Fund as deductions for Income Tax purposes.
- The Trustees of the Pension Trust Fund shall also have the authority to require that any new Employer, or any Employer who has failed to make contributions to the Pension Trust Fund in the manner required by this Collective Bargaining Agreement, pay its contributions to the Pension Trust Funds within three (3) business days of the end of each pay period, notwithstanding anything to the contrary in clause **21.07** of this Collective Bargaining Agreement.
- 21.09** It is further agreed that all contributions to the Pension Trust Fund shall accrue on a daily basis and, pending the date that contributions are to be remitted to the Pension Trust Fund as required by clause **21.06** of this Collective Bargaining Agreement, shall be held by each Employer in trust on behalf of its employees or an amount equal to such contributions shall be, and is hereby deemed to be, held separate and apart from the other property of the Employer. Further, the parties to this Collective Bargaining Agreement agree that, solely for the purpose of the Employment Standards Code, the contributions due or accruing due by each Employer to the Pension Trust Fund shall be, and are hereby deemed to be, a "wage" of the employees for whom contributions are made or to be made, as the term "wage" is used and defined in the Employment Standards Code.
- 21.10** A contractor may make contributions to this fund through an electronic transfer of funds if they choose to use that method of payment.

**ARTICLE TWENTY ONE “A”: SUPPLEMENTARY PENSION TRUST FUND**

**21A.01** All Employees, except First (1<sup>st</sup>) and Second (2<sup>nd</sup>) Year Apprentices, and Travel Card members working as Temporary Foreign Workers from the United States of America who have indicated at time of hire that they do not wish to have these deductions made, employed on work falling within the scope of this Collective Agreement agree to have deducted from their wages, for each hour or portion thereof worked, the following amounts in respect to the Ironworkers Supplementary Pension Trust Fund. For Travel Card members working as Temporary Foreign Workers the contributions under article **21A** will be added to the amount contributed to the Health and Welfare Fund on behalf of these workers.

- (i) For each straight time hour worked - \$1.00 (\$2.00 for Industrial Work only)
- (ii) For each hour worked at time and one-half - \$2.00
- (iii) For each hour worked at double time - \$2.00

The Employer agrees to deduct the above amounts from the Employees weekly wages and remit these contributions to the;

**Ironworkers Supplementary Pension Trust Fund**  
**c/o Servus RRSP Department**  
**Kingsway Banking Centre**  
**11311 Kingsway Ave.**  
**Edmonton, Alberta**  
**T5G 0X3**

hereinafter referred to as the Trust Administrator. Such contributions to be forwarded by the Employer to the Trust Administrator in time to arrive no later than the 15<sup>th</sup> day of the month following the month in which the wages were earned, accompanied by a completed remittance form showing the amount of contributions and Social Insurance Number for each employee. One copy of the Remittance form is to be mailed to the appropriate Local Union. For those Employers whose payroll is paid out by direct deposit, these contributions will be direct deposited by the Employer.

**21A.02** The Ironworkers Supplementary Pension Trust Fund shall be administered as a Group RRSP by the Trust Administrator, who shall receive contributions as noted in clause **21A.01** above and who shall credit the amounts received to the individual accounts established for the Employees. Each employee will have credited to their account the full amount of the contribution submitted on their behalf. Each employee will be responsible for directing the Trust Administrator to invest contributions made on their behalf into their choice of the investment options available through the Trust Administrator. Administration fees charged by the Trust Administrator in respect to each employee's account will be paid directly from that employee's account or by such other arrangement as may be acceptable to the Trust Administrator.

- 21A.03** The choice of Trust Administrator shall be reviewed once each year by the Co-Chairmen of the Ironworkers Structural Trade Division Negotiating Committee and the Business Managers of Local Unions #720 and #725. Both Business Managers plus at least one of the Trade Division Co-Chairmen must be in agreement to change the Trust Administrator.
- 21A.04** Pension benefits paid out for each employee will be determined solely by that employee, based on the balance of their RRSP account at the time the worker/ chooses to retire, provided such payments comply with all Federal and Provincial legislation pertaining to Registered Retirement Savings Plans.
- 21A.05** Contributions to this Fund will be made solely by the Employee and all such remittances sent to the Fund on behalf of an Employee will be considered a payment of wages. The Employer's liability to this Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.
- 21A.06** The rights of the Union to take action on behalf of its Member(s) for failure to make payments to the Ironworkers Supplementary Pension Trust Fund, as required by this Article, shall be the same as their rights to take action in respect to a failure to pay wages.

**ARTICLE TWENTY TWO: ALBERTA IRONWORKERS  
APPRENTICESHIP AND TRAINING TRUST FUND**

- 22.01** The Employer will contribute as per article **16.00** of this Agreement for all hours that an employee covered by this Agreement is employed by that employer, to the Alberta Ironworkers Apprenticeship and Training Trust Fund, which will be administered by a joint trusteeship. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 22.02** The parties agree that the Alberta Ironworkers Apprenticeship and Training Trust Fund Committee, consisting of four (4) representatives from the Employers and four representatives from the Union, will meet as required to review the Apprenticeship program and administer the Apprenticeship and Training Fund.
- 22.03** Employers shall, not later than the fifteenth (15th) day of the following month, remit such contributions to the Alberta Ironworkers Apprenticeship and Training Trust Fund at;
- 10508, 122 Street  
Edmonton, Alberta  
T5N 1M6
- 22.04** The Trustees of the Alberta Ironworkers Apprenticeship and Training Trust Fund shall also have the authority to require that any new Employer, or any Employer who has



failed to make contributions to the Alberta Ironworkers Apprenticeship and Training Trust Fund in the manner required by this Collective Bargaining Agreement, pay its contributions to the Alberta Ironworkers Apprenticeship and Training Trust Funds within three (3) business days of the end of each pay period, notwithstanding anything to the contrary in clause **22.03** of this Collective Bargaining Agreement.

- 22.05** It is further agreed that all contributions to the Alberta Ironworkers Apprenticeship and Training Trust Fund shall accrue on a daily basis and, pending the date that contributions are to be remitted to the Alberta Ironworkers Apprenticeship and Training Trust Fund as required by clause **22.01** of this Collective Bargaining Agreement, shall be held by each Employer in trust on behalf of its employees or an amount equal to such contributions shall be, and is hereby deemed to be, held separate and apart from the other property of the Employer. Further, the parties to this Collective Bargaining Agreement agree that, solely for the purpose of the Employment Standards Code, the contributions due or accruing due by each Employer to the Alberta Ironworkers Apprenticeship and Training Trust Fund shall be, and are hereby deemed to be, a "wage" of the employees for whom contributions are made or to be made, as the term "wage" is used and defined in the *Employment Standards Code*.

### **ARTICLE TWENTY THREE: IMPACT CONTRIBUTIONS**

- 23.01** The Employer will contribute the amounts stipulated under the column entitled IMPACT in article **16.00** of this Agreement for all hours that an employee covered by this Agreement is employed. Such contributions will be sent to Funds Administrative Services which shall forward such amounts remitted to the appropriate office of the IMPACT Trust Fund on behalf of the Employer. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

- 23.02** Employers shall, not later than the 15th day of the following month the hours were worked, remit such contributions to the Funds Administrative Service at:

9<sup>th</sup> Floor, 9707 – 110 Street  
Edmonton, Alberta  
T5K 3T4

A contractor may make contributions to this fund through an electronic transfer of funds if they choose to use that method of payment.

- 23.03** The parties agree that they will establish a Committee, consisting of four representatives from the Employers and two representatives from each of the Local Unions, which will meet as required to review the IMPACT program and to recommend collaborative industry applications for, and uses of, grant monies from the IMPACT Fund. The Parties to this Agreement will draft a Terms of Reference and

Authorities agreement respecting the role and authority of this Committee to represent the Parties in respect to matters related to our participation in the IMPACT Program.

## **ARTICLE TWENTY FOUR: TRANSPORTATION AND ACCOMMODATION**

### **24.01 Daily Travel**

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

- (a) A forty-five (45) kilometer radius free zone from the center of the cities of Edmonton or Calgary (Geodetic Monument) or around any place in which employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone.
- (b) Notwithstanding clause **24.01(a)**, 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 projected that the total construction workforce will exceed 750 multi-trade construction employees, the affected Parties shall meet to discuss the viability of implementing a system of providing transportation to the site.
- (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;
  - provide transportation and pay travel allowance, or
  - reimburse the employees, as a vehicle allowance, at the rate of fifty-two cents (\$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 100 km per hour, at the employee's applicable base rate, from the point where the edge of the 45 km radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

The Coordinating Committee and the Alberta Building Trades Council shall examine, during January of each year of the Collective Agreement, the information published by the Department of Finance, Canada on the *Automobile Deduction Limits and Expense Benefit Rates for Businesses* respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such

information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.

E.G: A Journeyperson member traveling to an Industrial Project located 50 road kilometers from the edge of the free zone at 100 km per hour, each way, would receive the following allowances for each day worked:

Travel Allowance:	
100 km @ 100 km/hr = 1 hr @ base rate of \$39.52/hr =	\$39.52
Vehicle Allowance:	
100 km. @ \$0.52 per km =	<u>\$52.00</u>
for a daily total of	\$81.12

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

- (d) Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon
- (e) 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 (45) 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.
- (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 transportation or travel allowance for that day.

- (g) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time, providing the delay is in excess of fifteen (15) minutes, beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.
- (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 determined in clause **24.01(c)** above per kilometer traveled if the employee uses their 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.
- (j) Should an employee residing in camp accommodation be requested by the employer or the client's designated camp management personnel to move to another room or camp, they shall be paid two (2) hours at the applicable straight time rates to carry out the move.
- (k) When an employee is being paid subsistence allowance in accordance with clause **24.05(a) or (b)**, and when there is no accommodation available within forty-five (45) km. of the project on which the employee is engaged, the employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometres beyond a forty-five (45) kilometre radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a forty-five (45) kilometre radius of the project becomes available, the payment of the travel allowance will cease.

## **24.02**

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

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowances under clause **24.01(c)** apply (Out of town or non-daily travel jobs) shall be paid a travel allowance for initial travel and transportation to the project and return, subject to the conditions in clause **02(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 set out herein shall be subject to review in January of each year of the agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to clause **24.01(c)** each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1<sup>st</sup> 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 1<sup>st</sup> of May 2020.
- (b) Notwithstanding the provisions above, when transportation is provided by the Employer, no travel allowance will be paid.
- (c) When transportation is provided by the employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than one day of rest scheduled within consecutive scheduled days): Regulations shall be established for the use of employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
- An employee who is hired, laid off, or terminated on a day when such transportation is not available shall be transported by the Employer to the nearest commercial terminal or will be provided a taxi and also reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable.
  - Employer supplied transportation must comply with Article **24.01(d)**
- (d) Employees will qualify for, and receive initial transportation allowance to the job site after being employed at the site for either fifteen (15) calendar days or completion of the job, whichever is the lesser.

Should the employee remain on the job until completion of thirty (30) calendar days, or until completion of the dispatched job requirement, whichever may be the lesser, they shall receive the return transportation allowance to be paid with his final pay cheque.

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

#### **24.03 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, 7 days, 5 days or 4 days as the case may be) or longer will not be counted towards the accumulation of calendar days credited towards earning a turnaround leave. A June 1, 2004 letter of interpretation signed on behalf of the Coordinating Committee and the ABTC confirms this understanding.*

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy-five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
  - (i) Pay an allowance of one hundred and seventy four dollars (\$174.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
  - (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 set out herein shall be subject to review in January of each year of the agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to clause **24.01(c)**, the allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1<sup>st</sup> of the respective year. For example, if for 2016, the vehicle allowance is increased by 4%, the allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1<sup>st</sup> of May 2016.
- (d) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (e) Where the Employer supplies transportation the employee shall not be entitled to the above allowances. However, for a project on which the 14 and 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.

#### **24.04 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) km. radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.

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

rotational leave provisions, but shall be paid a travel allowance of thirty-six dollars (\$36.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of nineteen dollars (\$19.00) will be paid for each day worked

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

- (c) Where a Camp Kitchen is established, and where all workers generally on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches a Local Resident Employee shall be provided the same noon meal without cost to that employee. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to pick up hot soup as well.
- (d) Where a Local Resident Employee is required to work overtime, the worker shall be entitled to overtime meals in accordance with this Agreement.
- (e) The parties agree that the early participation of qualified local resident employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified 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.
- (f) **Process for Determining Local Status**

Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representatives of the Employer and the Union shall determine the individual's acceptability as to residency only. The Joint Conference Committee may provide direction in addition to the guidelines set out below to determine the "real residency" test for those people wishing to be designated as local residence.

- (g) **Guidelines for determining "Real Residency"**

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

- the dwelling place of the person's spouse and dependents;
- personal property and social ties to the community;
- residential ties elsewhere;



- performance and purpose of residence in a particular community;
- documentation of:
  - (i) property tax and rent receipts, telephone, gas or other utility receipts;
  - (ii) driver's license
  - (iii) vehicle registration or pink card;
  - (iv) income tax;
  - (v) unemployment insurance documents;
  - (vi) voters' list registration;
  - (vii) employee benefit fund administration registrations.

**24.05 ACCOMMODATION, ROOM & BOARD**

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

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

- (i) camp accommodation; or
- (ii) suitable board and room as set out in this agreement between the parties hereto; 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 and ten dollars (\$110.00) per day, except for subsistence rates established for specific communities and regions as posted at [www.clra.org](http://www.clra.org).

Subsistence allowance for regular days worked in an employee's first week of work, will not be held back and will be paid in the week the allowance was earned. Subsistence allowance for subsequent weeks of work will be held back one (1) week. If this results in an overpayment of subsistence allowance such overpayment may be deducted from the final pay.

- (iv) On a project/jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (as applicable) one additional day's camp accommodation, if available, or subsistence (reimbursed up to the cost of the room, with receipt) shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt

to their Employer for each occasion the accommodation is used. Where the Employer or their client is providing a free 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 first or last day of a scheduled shift provided the employee reports for work on the work day immediately preceding and following the Statutory Holiday.

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

When an employee is directed or dispatched to work on an out-of-town job which will last at least five (5) days, the employer will provide, for each day worked:

(i) camp accommodation; or

(ii) suitable board and room as set out in this agreement between the parties hereto; 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 and ten dollars (\$110.00) per day.

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

(c) In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses **24.05(a)(ii)** or **24.05(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 (5) days from the date of referral. In cases where the decision applies only to Ironworkers, the decision will be made by the Joint Conference Committee within five (5) days from the date of referral.

(d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three (3) options will satisfy the employer's obligations pursuant to this article.

- e) In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the employer shall provide one of the following options:
- provide suitable room and board; or
  - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
  - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (i) 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' Organizations 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.
- (ii) The Subsistence Review Committee will consist of:
- One (1) representative appointed by the Building Trades of Alberta;
  - One (1) representative appointed by the Coordinating Committee of Registered Employers' Organizations;
  - One (1) representative appointed by the National Maintenance Council; and
  - One (1) representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and / or the General Presidents Agreement.

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

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

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

- (iii) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 12.00. 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.
- (iv) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included:
- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
  - To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.

- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

There shall be no more than one (1) reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.

**(f) Applicable to all Regions**

- (i)** Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather shall receive their board and room or daily allowance during the period such circumstances continue where an employee cannot leave his/her temporary accommodation up to a maximum of three (3) days.

If an employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from their employer, the employee will receive a prorated amount of subsistence based upon the number of hours the employee worked in the work day, compared to the regularly scheduled hours of work for the day.

If the employee leaves prior to the normal quitting time with the consent of the employer they will receive the normal daily subsistence allowance for that day.

- (ii)** All camps must meet the specifications as negotiated by Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2018 - 2025 *Camp Rules and Regulations*, or any successor thereto.

- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the BTA/CLRa *Camp Rules and Regulations*.
- (iv) Where workers are required to check out of camp accommodations for days off at the end of a work cycle it is expected that check in procedures will be optimized to reduce wait times on checking back into camp. Where a problem arises in respect to these procedures the union may request that the matter be dealt with at the next joint union / management liaison committee meeting in respect to that site.

**ARTICLE TWENTY FIVE: PAY DAY**

- 25.01**
- (a) The regular pay day shall be once a week on such days as agreed upon between the Employer and the Local Union, and wages shall be paid before quitting time. Not more than one week's pay may be held back to enable employers to prepare their payroll. All cheques drawn on out-of-province banks must be certified. Exchange on pay cheques, where applicable, will be paid by the Employer to the employee on pay day. Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the employee's choice.
  - (b) Employers shall also have the option to provide electronic pay records and records of employment upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued.
- 25.02**
- (a) When Employees are laid off or discharged they shall be paid the wages due to them at the time of layoff or discharge if applicable, except in the case where the Employer has not established a pay office at the jobsite, payment will be mailed within two (2) working days. Upon request, a printed record of employment will be issued.
  - (b) Employees must advise the payroll department of their employer if they believe their final pay is late. The Employer will then have two working days following notification to get the final pay cheque to the employee. Failure to do so will result in a penalty of four (4) hours at the applicable basic hourly rate of pay for each 24 hour period of delay beyond the two working days within which the pay should have been postmarked. Such intervals shall only be deemed to include working days and shall remain exclusive of week-ends and holidays. It is understood, however, that extenuating circumstances can arise, and that despite all good faith efforts and for reasons beyond the control of the Employer, payments may be delayed. In such cases the onus shall be on the Employer to notify the Union, prior to the time by which the cheque is required to be available or required to be post marked, of the details of such circumstances. In such cases the payment of the late remittance amount may be waived.

- (c) Errors or omissions with the Employee's pay or pay cheque shall be corrected on their next pay cheque, so long as the Employer is notified prior to the processing of the next payroll. If the Employer has been notified prior to the processing of the next payroll and the corrections are not made, the same penalty shall be applied as in Article 25.02(b), with the penalty calculation starting at the day the employee ought to have received the correction on their pay cheque.
- (d) If the Employer determines that an error of overpayment has occurred, and the error has occurred within the previous six months, the Employer shall promptly give notice in writing to the affected employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through one or more subsequent pay periods. The employee shall be given three working days to respond to the notice from the Employer. If the employee agrees with the error and the plan for correction of the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional three working days, the Employer may implement the plan to correct the error, recognizing that the Employer may ultimately be responsible for damages and other remedies through the grievance procedure if the Employer is in error.
- (e) If the employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union shall provide the Employer with the employees last known contact information.
- (f) Any Employee who terminates their employment while away from the project will notify the payroll office immediately and will receive their pay in accordance with this Article. Employees who quit or are terminated for cause while away from the project will have their personal belongings collected by the Union Steward and a representative of their employer who will send them to the nearest union hall.
- (g) Where the Employer lays off an Employee while the Employee is away from the project, any personal belongings will be shipped prepaid to their last known address unless alternate arrangements have been made.
- (h) For the purposes of this Article, where an Employer is utilizing electronic banking, the above clauses will apply to the Employees of that Employer with the exception of those Employees who have selected to be paid by direct deposit. In this case the final pay will be paid on the next regular pay day when the time owing would have been normally payable. If this pay is late the four (4) hour late remittance language as set out in **25.02(b)** above will be applicable.

**25.03** Each employee will be allowed sufficient pack-up time upon termination of employment, such time to be determined by the Employer's and the Union's Representative.

#### **ARTICLE TWENTY SIX: LEAVES**

- 26.01**
- (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 one 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 one week's 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 TWENTY SEVEN: BULLETIN BOARDS**

**27.01** The Employer shall provide Bulletin Boards in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper Official of the Local Union, and submitted to the Management for their approval.



## **ARTICLE TWENTY EIGHT: FOREMEN AND LEAD HANDS**

**28.01** Mandatory use of Foreman shall not be required on any job until:

- (a) after two (2) weeks of continuous duration or;
- (b) the crew size exceeds three (3) Ironworkers.

The use of Lead Hands shall be at the employer's discretion.

**28.02** Foremen and General Foremen who are Industrial Construction Crew Supervisor (ICCS) designated will be paid additional premiums of one dollar and fifty cents (\$1.50) per hour. In no event shall this hourly rate be greater than the applicable overtime rate plus the ICCS premium.

## **ARTICLE TWENTY-NINE: SAFETY PROVISIONS**

**29.01** The Employers and Unions recognize that all work shall be performed in accordance with those regulations of the *Occupational Health and Safety Act* for the Province of Alberta which apply to the Construction Industry.

The Employers and Unions will instruct its representatives and/or members in all standard safety precaution required under the authority of the *Occupational Health and Safety Act*. The Employer shall also provide all necessary safety equipment as required by the above mentioned regulations.

The Employer shall supply at no cost to all employees, when required; safety helmets, sweat bands, liners and ear protection. For those performing welding operations, welding mitts and liners, welding gloves, welding helmets, welding and burning goggles, and non-prescription safety glasses and protective leather sleeves for welders when required; gloves for Journey person and Apprentices when working with welders, all under payroll deduction and refund basis.

When a worker sustains an injury between starting time and quitting time on the jobsite and is required to be absent because of injury while working on the jobsite, the worker shall receive the regular rate of wages until the worker returns to the jobsite up to quitting time as provided for the specific shift.

**29.02** **Canadian Model – Reference to the Alcohol and Drug Policy**

The Parties agree that the *Canadian Model for Providing a Safe Workplace* Version 6.0 will apply on all work sites. The Parties will cooperate with clients who institute pre-access drug and alcohol testing. Such tests to be carried out by certified testing laboratories and the test results will be governed by applicable privacy legislation.

**(a) Concurrence**

Except for the matters set out in articles **29.02 (b)** and **29.02 (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 2.0 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, subject to the Case Management model in this Collective Agreement, 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 sections 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) Risk Assessment**

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

**29.03 Work Gloves**

An allowance of fifteen cents (\$0.15) per hour worked will be provided to workers who are not being provided with work gloves pursuant to clause **29.01** above, in order that they may purchase work gloves. Contractors will make gloves available for purchase by workers at the same price as the contractor's cost. The cost of gloves purchased from the contractor will be deducted from the worker's next pay cheque. The above allowance is intended to approximately off-set the cost of two (2) pairs of gloves per week of the quality normally purchased by reinforcing contractors at the average contractor's bulk purchase price.

**29.04 Standard Requirements for Footwear and Eyewear**

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.

**29.05 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.



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/gs006> 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 THIRTY: JOURNEYPERSON REINFORCING IRONWORKERS**

- 30.01** Reinforcing Ironworkers must be capable to carry out field fabrication, sorting, cutting, bending, hoisting, placing, burning, and tying of all materials including wire mesh used to reinforce concrete construction, including all unloading, handling, racking, spreading, placing and carrying upon the site of the project. Journeypersons must be able to read placing drawings.

Employees, when reporting for work, are required to be in possession of the following tools: CSA approved double “D” positioning belt, eight meter x 25 millimetre tape, reel, pliers, and side cutters.

### **ARTICLE THIRTY ONE: SPECIAL TOOLS**

- 31.01** Where special tools are required on special jobs, same will be supplied by the Employer, to be returned to the Employer by employee using the same and if not returned, to be paid for by the employee. It is agreed by the Employer to paint such tools for Company identification purposes.
- 31.02** 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.
- 31.03** No members of the Union working under the terms of this Agreement will be permitted to furnish, supply or rent to any Employer any equipment used in connection with Ironworkers' work. Except as provided herein, Union members will not engage in work that is in competition to that of their Employers.

**ARTICLE THIRTY TWO: WORKSITE CONDITIONS**

- 32.01** If suitable drinking water is not already available on a job site, the employer shall provide suitable drinking water and disposable cups which shall be kept readily accessible for the workmen.
- 32.02** A clean, heated place, locked, in which lunches may be eaten shall be provided, where practical. Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins are to be provided on all jobs by the Employer, 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.
- 32.03** Where wash-up facilities are not provided, hand cleaners and paper towels will be made available by the Employer at no cost to the employee.
- 32.04** In the event that sanitary toilet facilities are not provided, no employee will be penalized for leaving the job in case of necessity.

**ARTICLE THIRTY THREE: CLOTHING INSURANCE**

- 33.01** An Employer will replace an employee's tools and clothing while on Company property or in the Company change houses, when lost or damaged by fire, or theft by forcible entry, up to a maximum of \$350.00 per employee.

**ARTICLE THIRTY FOUR: PIECE WORK**

- 34.01** The Employer and the Union agree that there will be no piece work of any description.

**ARTICLE THIRTY FIVE: WAGE AND BENEFIT GUARANTEE CLAUSE**

- 35.01** Employers not previously signatory to Locals 720 or 725 Agreement and/or without record of financial responsibility, or an Employer that has been previously in default under the provisions of this clause, shall be required to provide a basic business plan to the Union (A standard template will be jointly developed and updated by the Union and Association) as well as demonstrate how they plan on managing payroll cash flow.
- 35.02** In the event an Employer is found to be delinquent in remitting benefit contributions in respect to the Health and Welfare, Pension Plan, and Training Trust Fund, the amounts owing to the respective plans will be collected in accordance with the Trust Funds' *Delinquent Employer Policies*.

**35.03**

Notwithstanding Article 11 (Grievance Procedure), any differences arising from failure to comply with the provisions of Articles 6, 7, and 23 may be resolved by the following Dues and Remittance Grievance (DRG) Process:

- (a) The Union, may institute a Dues and Remittance Grievance by serving written notice to the Employer responsible for the alleged violation.
- (b) A hearing shall be held within 15 working days of filing a DRG. A copy of the notice shall be delivered to the first arbitrator or individual on the list hereunder who agrees to accept the appointment.
- (c) The following individuals are considered arbitrators who are qualified to hear and make binding decisions on these matters: **Herb Holmes, Lyle Kanee.**
- (d) The arbitrator shall conduct a hearing and render a decision within 5 working days of the conclusion of the hearing, unless the Parties to the DRG agree to an extension of this time limit.
- (e) The Arbitrator shall have the power to proceed with a hearing in the absence of the aggrieved Employer with proof of service of the notice.
- (f) The cost of the Arbitrator shall be borne by the unsuccessful party.
- (g) The Arbitrator's decision shall be final and binding. The unsuccessful party shall comply with the decision within 15 working days of receipt of the decision. Failure to comply within the timeframe will cause the matter to be referred to the Court of Queen's Bench.
- (h) The Arbitrator shall not change, modify or alter any of the terms of the Collective Agreement.

**ARTICLE THIRTY SIX: JOINT CONFERENCE COMMITTEE**

**36.01**

A Joint Conference Committee shall be established to attend to those matters which are of mutual interest to both parties of this Agreement and shall be authorized to investigate, assess and recommend solutions to the various problems of the Industry.

The Joint Conference Committee shall consist of members of the current negotiating committees and shall meet as required when notice is given by either party.

Any interpretation or amendment to this Agreement shall only be implemented after being ratified by each party to this Agreement.

**ARTICLE THIRTY SEVEN: EMPLOYER ASSOCIATION FUNDS**

- 37.01**        (a)    In satisfaction of the Employers' obligations under Section 165 of the *Labour Relations Code* and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.
- (b)    The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be eleven cents (\$0.11) per hour for each and every hour worked by Employees of the Employer that are affected by construction registration certificate #47 and by this Collective Agreement. This amount may be amended from time to time, and notice to the Employer of an amendment shall be sufficient to amend this obligation.
- (c)    In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 165 of the *Labour Relations Code* and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.
- (d)    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 the Workforce Development Trust. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.
- 37.02**        All cost relating to the administration of the fund(s) shall be borne by the above Association.
- 37.03**        Each of the Union Locals agree to provide the Trade Division with a list of those Employers with which it believes it has a bargaining relationship in respect to Registration Certificate #47. Such list is to be updated semi-annually in July and January of each year.



**ARTICLE THIRTY EIGHT: TRAINING INITIATIVES – WORK READY WORKFORCE**

- 38.01** The Training Trust Fund will provide and fund the following compulsory site and safety training for all workers:
- Common Safety Orientation (CSO), or accepted equivalent, on industrial jobs
  - Fall Arrest Training (Energy Safety Canada or equivalent)
  - Construction Safety Training System (CSTS)
  - Workplace Hazardous Materials Information System (WHIMIS)
- 38.02** The Union shall also ensure workers are certified in the following training programs upon request, where the project site requires it:
- First Aid Training
  - Elevated Work Platform (EWP)
  - Confined Space
  - H2S Alive
  - Any other identified training requirement upon request
- 38.03** Workers dispatched through the Union will be in possession of required valid certification in the above noted training at the time of dispatch.
- 38.04** 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.
- 38.05** 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.
- 38.06** Workers will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with 38.05 above and the Employer will pay any fees charged for such renewals.
- 38.07** 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.
- 38.08** 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 certifications provided to workers while at work to the Union so that it may be entered into the database.

**38.09** When training is required, Union training centres will be utilized. If training cannot be accommodated at the training centres, third party providers may be utilized and reimbursement for such training will be reimbursed according to the Apprenticeship and Training Trust Fund Guidelines.

**38.10** 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.

#### **ARTICLE THIRTY NINE: DURATION OF AGREEMENT**

**39.01** This Collective Agreement shall be effective from the 2<sup>nd</sup> day of June, 2019 to the 30<sup>th</sup> day of April, 2023, and thereafter it shall terminate, continue, or be renewed in accordance with the provisions of the *Alberta Labour Relations Code*.

SIGNED THIS 3<sup>rd</sup> day of June, 2019 in the province of Alberta.

**Signed on behalf of Construction  
Labour Relations - an Alberta Association  
Ironworkers - Reinforcing (Provincial)  
Trade Division**

**Signed on behalf of The  
International Association of  
Bridge, Structural, Ornamental  
and Reinforcing Ironworkers**

**ORIGINAL SIGNATURE ON FILE**

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R. Neil Tidsbury  
President

**ORIGINAL SIGNATURE ON FILE**

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Keith Stevenson  
Business Manager, Local Union #720

**ORIGINAL SIGNATURE ON FILE**

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Peter London  
President, Local Union #720

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Rob Calver  
Business Manager, Local Union #725

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Jason Smart  
President, Local Union #725

**APPENDIX "A"**  
**TRADE JURISDICTION**

The Employer recognizes the work jurisdiction of the International Association of Bridge, Structural and Ornamental and Reinforcing Ironworkers as set out in the Appendix. Such jurisdiction of work is subject to trade agreements and decisions of record together with any decisions of the Labour Relations Board pursuant to the terms of the *Labour Relations Code* and amendments thereto.

- (1) The field fabrication, erection, installation, welding, demolition revision, sorting, cutting, bending, moving, hoisting, placing, tying, repairing, and dismantling of reinforcing, structural and miscellaneous steel. Employers may use apprentices to unload, carry to building site and place where Ironworkers will install same.
- (2) Where precast, prestressed, reinforced concrete structural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks, and/or rigging is used, work of loading, unloading, moving and placing to complete erection shall be performed by Ironworkers:
- (3) The unloading, reloading, rigging, moving, handling and placing or removal of all machinery and equipment including the erection and installation of overhead cranes:
- (4) Corrugated sheet metal when fastened to steel framing. The field assembly and installing of metal windows, curtain wall, cladding fastened to structural or architectural members or sections. Employers may use apprentices to unload, carry to building site and hoist this material to the place where Ironworkers will install same.
- (5) This International Association claims for its members the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and non-ferrous metals; precast prestressed and postressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; aprons, aqueducts, awnings, bar-joist, blast furnaces, book stacks, boilers (sectional water tube and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, culverts, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); roof decking (such as "Cofar" and similar type materials, as well as "Trusdeck", Mahon "M" deck and other dual purpose type roof deck), derricks, docks, domes, dredges, drums, duct and tench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists, (pre-cast, prestressed and postressed), kalomeined doors, kilns, lintels, lockers,

locks, louvres, machinery, moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope, marquees, material altered infield such as; framing, cutting bending, drilling, burning and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows, and enclosures, mixers, monorails, multiplate, operating devices, oven pans, panels, (insulated and non-insulated, factory and field assembled), penstocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverisers, racks, railings (including pipe), railroad bridgework and maintenance, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels (metal and precast concrete), spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtains, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, tanks, towers, tracks, tramways, travellers, travelling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, window wall, wire work; wrecking and dismantling of all of the above and all housesmith work and submarine diving in connection with or about the same.

- (6) All rigging of machinery and equipment by use of overhead and/or travelling cranes for the purpose of loading, unloading, and placing into approximate positions on foundation, shall be performed by employees covered by this Agreement. This claim is subject to trade agreements and decisions as set out in Article 3 of this Agreement.
- (7) Where structural or reinforcing rebar, steelwork on buildings, bridges, and other structures is dismantled and/or demolished, such work shall be performed by employees covered by this Agreement.
- (8) Where structural or reinforcing steelwork, ornamental iron and metal in buildings, bridges, and other structures is altered, repaired, moved, dismantled and/or re-erected by any method or means, all work involved shall be performed by employees covered by this Agreement.
- (9) The erection or dismantling of all steel falsework, pulling of piling, and the taking down of derricks, travellers and rigging used in the dismantling of any and all steelwork shall be done by employees covered by this Agreement.

The erection and dismantling of all skip hoists used to hoist or lower construction material or equipment shall be done by employees covered by this Agreement.

- (10) Riveting gangs shall be composed of not less than four men at all times. The Employer may require heaters to have their fires going ready to furnish hot rivets at the regular starting time, but in such event the heaters shall be paid double time for such time worked before the regular starting time.

## **Letter of Understanding**

by and between

### **Construction Labour Relations - An Alberta Association Reinforcing Ironworkers (Provincial) Trade Division**

(hereinafter referred to as the Registered Employers' Organization)

and

### **The International Association Of Bridge, Structural, Ornamental And Reinforcing Ironworkers Local Unions 720 & 725**

(hereinafter referred to as the Union or the Group of Unions)

## **RE: Industrial Wage Determination**

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

- (a) "CPI Change" shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm>.
- (b) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.

### **2. Calculations**

- (a) There will be no adjustment to wages from the effective date of the agreement until May 2, 2021.
- (b) The wage adjustment to be effective May 2, 2021 shall be the CPI Change for 2020.
- (c) The wage adjustment to be effective May 1, 2022 shall be the CPI Change for 2021.

### **3. Wage Schedules**

- (a) The Union shall, by December 31<sup>st</sup> of the year prior to a wage adjustment, indicate to the Registered Employers' Organization whether they want any portion of the wage adjustment applied to benefit plan contributions. The Parties shall either agree on the distribution of the adjustment, or shall refer any differences respecting the distribution

to an arbitrator, by the following January 31<sup>st</sup>. If the matter is referred to an arbitrator, the arbitrator shall issue a decision resolving the matter by the following February 14<sup>th</sup>.

- (b) In any event, the resulting wage schedules shall be issued by the Parties no later than February 21<sup>st</sup>.

All of which is agreed this 2<sup>nd</sup> day of June, 2019

**For the Association:**

**For the Union**

**ORIGINAL SIGNATURE ON FILE**

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R. Neil Tidsbury  
President

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(hereinafter referred to as the Union or the Group of Unions)

**Re: Overtime Provisions**

**Whereas** the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 47, and

**Now Therefore It Is Agreed as follows:**

**1 Overtime Premiums**

All references in the Collective Agreement providing for the payment of double time shall be deemed to have been suspended, and amended to provide for time-and-one-half.

**2 Exception**

Payment of double time shall nevertheless apply to work performed on Labour Day, Remembrance Day, Christmas Day, and for commercial work only: Saturday after 8 hrs and Sundays)

**3 Duration**

This Letter of Understanding may be terminated at any time by agreement of the Parties subject to agreement of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations. In any event, this Letter of Understanding shall terminate at 11:59 pm on April 30<sup>th</sup>, 2023.

**4 Grandfathering**

In the event this Letter of Understanding is terminated, whether by agreement or on April 30<sup>th</sup>, 2023, the provisions of this Letter of Understanding shall continue to apply to any work that is tendered by an Employer prior to the termination of this Letter of Understanding.



**5 Exception for Current Work**

Work tendered prior to and ongoing at the effective date of this Collective Agreement shall continue in accordance with the overtime provisions in effect at the time the work was tendered. However, work pursuant to change orders and scope changes negotiated after the effective date of this Collective Agreement shall be performed in accordance with sections 1 and 2 above.

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

All of which is agreed this 2<sup>nd</sup> day of June, 2019

**For the Association:**

**For the Union**

**ORIGINAL SIGNATURE ON FILE**

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R. Neil Tidsbury  
President

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by and between

**Construction Labour Relations - An Alberta Association  
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(hereinafter referred to as the Registered Employers' Organization)

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

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

All of which is agreed this 2<sup>nd</sup> day of June, 2019

**For the Association:**

**For the Union**

**ORIGINAL SIGNATURE ON FILE**

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

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Local Unions 720 & 725**

(hereinafter referred to as the Union or the Group of Unions)

**RE: Response to Unforeseen Circumstances - Joint Environmental Scans**

**Whereas** the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 47, and

**Whereas** the parties agree that a formal collaborative process between the Unions and Employers is required in order to remain competitive and regain market share amid our current conditions and economic uncertainty,

**Now Therefore It Is Agreed** as follows:

1. The intent of such meetings is to ensure all affected parties are consulted and urgent matters are resolved within a two-week window. The parties shall formally establish primary contacts as well as their alternates.
2. Should an issue arise that either the Unions or the Employers' Organizations need to have addressed, they shall complete the Joint REO-BTA Meeting Request form\* and send it to the designated representative of the Building Trades of Alberta or the Coordinating Committee of Registered Employers' Organizations.
3. Upon receipt of the form, the receiving party shall have a maximum of 7 calendar days to formally respond to the request and arrange a joint meeting which shall occur within the next 7 calendar days. If circumstances require an extension of these timelines due to factors out of the control of either party, this request must be communicated and an alternate date/time must be arranged. Should subsequent meetings be required, dates shall be agreed to prior to the end of the initial/last joint meeting.

4. All discussions and decisions resulting from such joint meetings shall not constitute binding agreements unless the individual parties explicitly enter into such agreements. Utilization of this process to discuss grievance matters shall not affect established grievance timelines.
5. The parties shall meet to review this process after 1 year to evaluate the effectiveness of the process and to implement changes if deemed necessary by both parties.

*\* Joint meeting request form to be utilized by either the REO or BTA which must contain a minimum of a designated individual and an alternate (i.e BTA-Executive Director and BTA Chairman, REO-President and Board Chair)*

All of which is agreed this 2<sup>nd</sup> day of June, 2019

**For the Association:**

**For the Union**

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R. Neil Tidsbury  
President

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## Letter of Understanding

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### **The International Association Of Bridge, Structural, Ornamental And Reinforcing Ironworkers Local Unions 720 & 725**

(hereinafter referred to as the Union or the Group of Unions)

### **Re: Special Project Needs Agreement**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from June 2, 2019 through April 30, 2023 as set out in said Collective Agreement, and

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

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

#### **Now Therefore it is Agreed as Follows:**

1. A SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
2. An **Owner** is an organization developing an Industrial Construction project in Alberta.  
A **Contractor** shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.  
The **Building Trades** shall mean the affiliated Unions of the Building Trades of Alberta.
3. 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.
4. 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 as posted at [www.clra.org](http://www.clra.org).
5. If the project gate is within daily commuting distance (within 125 km of the city centre of either Calgary, or Edmonton or within forty-five (45) km of the city centre of Red Deer) the SPNA for the project shall be in the form Template B as posted at [www.clra.org](http://www.clra.org).

6. Within twenty (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.
7. 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 ten (10) days of receipt of the proposed form of SPNA.
8. Upon the filing of a grievance under Clause 7, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within sixty (60) calendar days. Their decision shall be final and binding upon the Parties.
9. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31<sup>st</sup> day after the SPNA is received from the Chair of the Coordinating Committee.
10. 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.

All of which is agreed this 2<sup>nd</sup> day of June, 2019

**For the Association:**

**For the Union**

**ORIGINAL SIGNATURE ON FILE**

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R. Neil Tidsbury  
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## **Letter of Understanding**

by and between

### **Construction Labour Relations - An Alberta Association Reinforcing Ironworkers (Provincial) Trade Division**

(the “Association”)

and

### **The International Association Of Bridge, Structural, Ornamental And Reinforcing Ironworkers Local Unions 720 & 725**

(the “Union”)

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

#### **WHEREAS:**

- 1) The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- 2) The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- 3) Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace* Version 6.0 (the ‘*Canadian Model*’), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 4) 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.
- 5) 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.
- 6) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.



- 7) In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.
- 8) Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

**NOW THEREFORE, IT IS AGREED** between the Parties hereto that:

- (a) Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
- (b) The Union's agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply.
- (c) Subject to (b) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered employers' organization and the Rapid Site Access Administrative Committee.
- (d) For Industrial work, the amount established pursuant to Article 37 shall be contributed by the Employer to the Association. These contributions shall be used by the Association to provide the funding, among other things, for the professional third party service providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
- (e) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 2<sup>nd</sup> day of June, 2019

**For the Association:**

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R. Neil Tidsbury  
President

**For the Union**

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

#### **Whereas**

An individual must be referred to a substance abuse expert following a failure to comply with the *Canadian Model for Providing a Safe Workplace* Version 6.0 (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 professional third party service providers for administration on behalf of the Parties. Professional third party service providers are positioned to offer a higher level of:

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

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

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

1. Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the *Canadian Model* and arising from those who violate Article 3 of the *Canadian Model* shall be referred to and administered by professional third party service providers. 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. Professional third party service providers will keep all information in accordance with applicable privacy laws.
3. The Association will provide the funding to the professional 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.

All of which is agreed this 2<sup>nd</sup> day of June, 2019

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