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|--------------------------|---------|----|----|
| SOURCE EFFECTIVE DATE | ASSOCN. | | |
| TERM. | 97 | 09 | 02 |
| No. OF EMPLOYEES | 3500 | | |
| NOMBRE D'EMPLOYÉS | CP. | | |

COLLECTIVE AGREEMENT

BETWEEN

ELECTRICAL CONTRACTORS ASSOCIATION OF ALBERTA
11302 -119 STREET
EDMONTON, ALBERTA
T5G 2X4

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
3615 - 29 STREET, NE
CALGARY, ALBERTA
T1Y 5W4

AND

LOCAL UNION 424 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
CENTRE 424, 4232 - 93 STREET,
EDMONTON, ALBERTA
T6E 5P5

EFFECTIVE DATE: SEPTEMBER 2, 1997

(printed May 12, 1998)

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ARTICLES OF AGREEMENT

BETWEEN:

The Electrical Contractors Association of Alberta (Hereinafter referred to as the Association) for and on behalf of all those member Employers and other Employers enumerated on Registration Certificate No. Eight (8), including such additions and deletions to the Registration Certificate as authorized by the Labour Relations Board under the authority of the Labour Relations Code? and all Electrical Contractors within the Province of Alberta who execute, accept or are bound by this Agreement (Hereinafter referred to as the Employer).

AND:

Local Union 254 of Calgary, Alberta, and Local Union 424 of Edmonton, Alberta, of the International Brotherhood of Electrical Workers (Hereinafter referred to as the Union).

GEOGRAPHIC JURISDICTION

Electrical Contractors Association of Alberta

It is agreed that the geographic jurisdiction of the ECAA is not subject to negotiation, but is established solely within ECAA's Bylaws and the Registration Certificate issued under the Labour Relations Code of Alberta.

International Brotherhood of Electrical Workers

It is understood that the geographic jurisdiction of each Local Union is not subject to negotiation, but is established solely within the IBEW. The present jurisdiction of the Local Unions are as listed:

IBEW Local Union 424

Work performed within the Province of Alberta, North of the North boundary of Township 38 and in the District of MacKenzie in the Northwest Territories.

IBEW Local Union 254

Work performed in that area of the Province of Alberta bounded on the North Boundary of Township 38, on the East by the Saskatchewan Boundary, on the South by the International Boundary, and on the West by the British Columbia Boundary.

PURPOSE

The Parties hereto do enter into and establish the following wage schedules and conditions of employment for the purpose of maintaining harmonious relations and establishing stable conditions of employment and providing financial and personal relations mutually beneficial to the Parties.



ARTICLE ONE - EFFECTIVE DATES

- 1.0 The effective date of this Collective Agreement in terms of wages and benefit plan contributions is September 2, 1997. This Agreement shall be in full force and effect as of December 1, 1997, and continue in full force and effect until April 30, 1999, and from year to year thereafter except as hereinafter provided.
- 1.02 (a) Either Party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other Party, not less than Sixty (60) days, or not more than One Hundred and Twenty (120) days prior to the expiry date of this Agreement, However, changes can **be** made at any time by mutual consent
- (b) Where provincial bargaining is to take place, notice shall be given in accordance with the Labour Relations Code.
- 1.03 If notice to negotiate has been given by either Party, this Agreement shall remain in full force and effect up to the date that the Union or the Employer commence a strike or lock-out.
- 1.04 Any reference to the masculine gender within this Agreement shall be deemed to apply equally to the feminine gender.
- 1.05 Should any article, any provision, or any part of this Agreement be void by reason of being contrary to the Law, the remainder of this Agreement shall not be affected thereby.

ARTICLE TWO - GRIEVANCE PROCEDURE

- 2.01 During the life of this Agreement, there shall be no stoppage of work either by strike or lock-out because of any dispute over matters relating to the interpretation, application, or any provision of this Agreement, and all such disputes shall be handled as provided for in this Agreement, and in the event of any breach of this clause occurring, the Party responsible therefore may be assessed damages in any grievance filed with respect thereto.
- 2.02 For the purpose of this Agreement, a grievance is defined as any difference between those Parties on whose behalf the Agreement was entered into concerning the interpretation, application or alleged violation thereof, and shall be handled as provided herein, without stoppage of work or refusal to perform work.
- 2.03 It is agreed that the maintenance of harmonious relations between the Parties requires the prompt filing and disposition of grievances. Any alleged grievance to be considered under the grievance procedure shall be presented within Ten (10) working days of the occurrence.
- 2.04 The time limits specified in the grievance procedure shall not include Saturdays, Sundays, and General Holidays. The time limits may be extended by the consent of both Parties.
- 2.05 If an Employee has an alleged grievance, he should report his grievance in the manner provided herein, pending an investigation and possible settlement.

2.06 (a) An Employee who has a complaint or an alleged grievance may discuss the same with the Employer or the Employer's representative. Such discussion shall include the Job Steward, where appointed, if requested by the Employer. If the grievance is not settled, the Employee may file the grievance, in writing, with the Union or Union representative, not later than Five (5) working days after the discussion. The grievance shall be signed by the Employee and shall set out the nature of the grievance and the circumstances out of which it arose.

(b) The said grievance shall then be filed by the Union with the Employer within Five (5) working days of the receipt of the grievance by the Union, and shall set out the following:

- (1) A copy of the Employee's signed grievance.
- (2) The section or sections of the Agreement infringed upon **or claimed to have been** violated.
- (3) The remedy or correction the Employer is required to make.

Copies of all grievances filed with the Employer shall be forwarded to the Association by the Employer and the Union.

(c) The Employer shall deal with the grievance and shall deliver his decision, in writing, not later than Five (5) working days after he receives the grievance. If the grievance is not settled it may, within Five (5) working days, be referred to a Joint Grievance Committee.

(d) The Joint Grievance Committee shall consist of Two (2) representatives appointed by the Employer and/or the Association and Two (2) representatives appointed by the Union. Individuals presenting the grievance, the grievor and/or the grievee shall not sit as representatives on the Joint Grievance Committee.

(e) The Joint Grievance Committee shall, by mutual consent, have the authority to appoint an independent Chairman. The Two (2) parties shall bear equally the expenses of the Chairman.

(f) The Joint Grievance Committee, unless previously appointed, shall be appointed within Ten (10) working days of the referral of any grievance. When the Joint Grievance Committee has been appointed it shall meet to consider the grievance not later than Ten (10) working days after its appointment or referral of the grievance.

(g) The Joint Grievance Committee shall render its decision, in writing, not exceeding Ten (10) working days after it has met to consider the grievance.

(h) If the grievance is not settled by the Joint Grievance Committee, it may be referred to arbitration within Ten (10) working days following the conclusion of the hearing by the Joint Grievance Committee.

(i) If the Employer and/or the Association, or the Union has a grievance, the same may be referred to a Joint Grievance Committee within Thirty (30) working days of either of the parties having knowledge of the infraction, or by mutual consent, be referred directly to arbitration.

- (j) If the grieved party fails to advance his grievance within the time limits set out in this Article, the grievance shall be abandoned.
 - (k) If the grievor exceeds the time limits set out in this Article, the grievor is free to proceed to the next step of the grievance procedure herein.
- 2.07 (a) The arbitration proceeding shall be in accordance with the provisions of the Labour Relations Code, as amended from time to time.
- (b) In the case of grievance for discharge, suspension, or other actions of discipline, such grievance may be settled by the Arbitrator by confirming the Employer's decision in discharging, suspending, or disciplining the Employee, or by reinstating the Employee with full or partial compensation for time lost, or by other arrangement which is just and equitable in the opinion of the Arbitrator.
- 2.08 Notwithstanding these grievance procedures, it is understood that the Trustees of the Insurance Benefit Trust Fund, Pension Trust Fund, Education Trust Fund and Electrical Industry Enhancement Program, shall be empowered to proceed directly to arbitration or take whatever action in law necessary to collect any delinquent contributions owing to the Trust Funds under Article Eleven.
- 2.09 Notwithstanding the grievance procedure and the time limits contained herein, the Union shall be empowered to take whatever action in law necessary to collect unpaid wages and or RRSP contributions and Union dues.

ARTICLE THREE - EMPLOYER RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function and right of the Employer, subject to the terms of this Agreement, to:
- (a) Operate and manage its business in all respects;
 - (b) Maintain order, discipline and efficiency;
 - (c) Make and alter from time to time the rules and regulations to be observed by Employees, providing such rules and regulations are uniformly and fairly applied to all Employees and are not in conflict with this Agreement; the Employer will endeavor to inform Employees of these rules;
 - (d) Direct the working force;
 - (e) Determine job content, including methods, processes and means of production and handling;
 - (f) Select, hire, promote, demote, transfer, within its company and layoff because of lack of work;

- (g) Discipline, suspend, discharge and or terminate any Employee for just cause; however, any alleged wrongful dismissal, suspension or discharge will be subject to the Grievance Procedure provided herein.

It is agreed that the foregoing enumerations shall nor be deemed to exclude other management functions and rights.

ARTICLE FOUR - UNION RIGHTS AND HIRING PROCEDURE

- 4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all Employees performing work within the scope of this Agreement for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment: including safe work practices and safety rules.
- 4.02 (a) A person, firm or corporation who contracts for electrical work shall have the financial responsibility to meet payroll requirements. Irresponsibility in the payment of wages shall be deemed by the Union to provide sufficient cause to require weekly payment of wages in cash or by certified cheque to all Employees affected.
- (b) Any Employer who does not meet his payroll, including benefits, in accordance with this Agreement, shall immediately revert to weekly payroll and payments on a cash or cash equivalent basis. Furthermore: the delinquent Employer shall issue a Labor & Material Payment Bond for each project on which he employs members of the Union.
- 4.03 (a) Local Union 254 and Local Union 424 are a part of the International Brotherhood of Electrical Workers and any violation or annulment of working rules of the IBEW, or the subletting of any electrical work on the job to any person, firm or corporation not fair to the IBEW, or the employment of other than IBEW members on any electrical work in the jurisdiction of the Local Unions by the Employer, will be sufficient cause for grievance.
- (b) Any failure by the Employer, or any of its sub-contractors, in complying with an); of the obligations described in this article shall constitute a violation of this Agreement, thereby entitling the Union to invoke the grievance and arbitration procedures herein, and to claim and be entitled to such relief or remedies as may be appropriate.
- 4.04 Employers from outside the Local Union's jurisdiction shall notify the Local Union Office and the ECAA, in writing, upon completion of projects when leaving the jurisdiction.
- 4.05 (a) The Employer shall hire only members of the Union in good standing, through the Union office, for all electrical work, but should the Union be unable to furnish the Employer within Forty Eight (48) hours (exclusive of Saturdays, Sundays, and Holidays), of the time the Union or its representative receives the request: the Union shall issue a work clearance, in writing, to the Journeymen or Apprentices who apply for Union membership and are recommended by the Employer, in writing, until such time as the Union can furnish employees acceptable to the Employer.
- (b) **ALL WORKERS MUST HAVE UNION CLEARANCE PRIOR TO THE COMMENCEMENT OF WORK.**

- 4.06 Employers shall not accept or transfer Employees from other Employers without the Employee first receiving clearance from the Union Office.
- 4.07 Employees shall receive at least the minimum wages as outlined in the wage schedule and shall work under all the conditions of this Agreement.
- 4.08 The Employer agrees to the check-off of Union dues, any past dues owing, also Rand Formula check-off, of all Employees working within the scope of this Agreement. The Union shall certify changes in dues, in writing, to the Employer; such changes will be implemented by the Employer upon receipt of written authorization.

All dues to be paid monthly and a cheque submitted with a prescribed list attached showing the deduction. The cheques shall be payable to Local Union 254, IBEW, or Local Union 424, IBEW, and remitted on or before the Fifteenth (15th) day of the month following the deduction.

The Employer agrees to deduct additional monthly Union dues from every Employee covered by the terms of this Agreement for every hour worked and to forward the same to the Union as per Article 11.04.

- 4.09 For each Six (6) Journeymen employed by the Employer, One (1) Journeyman shall be over the age of Fifty (50) years.
- 4.10 A Journeyman Electrician is an Employee with Four (4) years or more experience at the electrical trade, who has passed the qualifying examination in accordance with the regulations of the Apprenticeship and Industry Training Act for the Province of Alberta, respecting qualifications and licensing of electricians.
- 4.11 An Apprentice is an Employee who may use tools of the trade while working with a Journeyman electrician on the same job, and shall be registered as an electrical Apprentice under the Apprenticeship and Industry Training Act for the Province of Alberta, prior to commencement of work.
- 4.12 The Employer agrees:
1. To check with the Union as to ascertain whether all presently indentured Apprentices are employed.
 2. That unemployed Apprentices shall be given preference of employment.
 3. Upon the establishment of a process for the screening of new or probationary Apprentices, to engage only such Apprentices who have fulfilled the entrance requirements of the Joint Apprenticeship Committee. Such Apprentices shall receive clearance from the Union prior to commencement of work.
- 4.13 An Apprentice shall work under the direct supervision of a Journeyman electrician. The ratio of Apprentices shall not exceed One (1) Apprentice to Two (2) working Journeymen on each job.
- 4.14 For every Four (4) Apprentices employed by an Employer, One (1) shall be a Fourth (4th) year Apprentice, if available.

- 4.15 The Union's Business Manager and/or his representatives shall have access to all jobs for inspection and safety of its members.
- 4.16 The Business Manager may appoint Stewards at all shops or jobs to protect the jurisdiction of the Local Union, Notification of appointment of Stewards will be in writing to the Employer.
- (a) Stewards shall be granted sufficient time to conduct the legitimate business of the Union.
 - (b) **PRIOR** to the termination of the Steward the Union shall be notified.
 - (c) In the event of a layoff or reduction of the work force, it is expected that the Steward shall remain on the job, unless mutually agreed upon by the Employer and the Union.
 - (d) Stewards shall be given notice prior to overtime being worked. and where overtime is worked, he shall normally be one of the overtime crew, unless mutually agreed upon by the Employer and the Union.
 - (e) Stewards shall be notified or be in attendance during or prior to termination or disciplinary action against Employees.
 - (f) Stewards shall not be discriminated against, including the distribution of overtime work.
- 4.17 Members of the Union may be given leave of absence for Union business by consent; such consent shall not be unduly withheld.

ARTICLE FIVE - JURISDICTION AND JURISDICTIONAL DISPUTES

- 5.01 The Employer recognizes the IBEW as having jurisdiction over the handling, erection, installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alteration and repair of buildings, structures, bridges, conveyors, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airports, mines, electrically driven draglines and shovels, all electrical raceways for electrical wires and cables: and such other work as by custom has been performed by members of the IBEW.
- 5.02 All electrical work as defined in Section 1 and all equipment: tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by Employees covered by this Agreement.
- 5.03 On any job where there is a vehicle such as a pickup, panel truck, etc., and these vehicles are used for transportation of Employees and/or material on the job site: and the vehicles remain on the job site in the performance of electrical work, these vehicles shall be operated by Employees covered by this Agreement.
- 5.04 The Employer understands that the Local Union's jurisdiction -both trade and territorial — is not a subject for negotiations but rather is determined solely within the IBEW by the International President.

- 5.05 (a) Any jurisdictional dispute between the Union and any other Building and Construction Trade Union that involves any work undertaken by the Employer shall be settled in accordance with the plan established by the Building and Construction Trades Department (Impartial Jurisdictional Disputes Board for the Construction Industry), or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department, AFL-CIO.
- (b) The Parties agree to accept and abide by the decisions of the Impartial Jurisdictional Disputes Board, and it is further agreed that a jurisdictional dispute will in no way interfere with the progress and prosecution of the work.
- (c) All work claim disputes arising out of the Union's claim to specific work, either assigned to another Union by the Employer, or his sub-contractor, shall be processed in accordance with the jurisdictional disputes settlement provisions of this Agreement.
- 5.06 (a) Upon the establishment of a Jurisdictional Assignment Plan for Alberta, for the resolution of jurisdictional disputes in Alberta, both parties to this Agreement agree to recognize and strictly adhere to the Procedural Rules and other supplementary rule(s), agreement(s), and/or memoranda as may be agreed upon from time to time by the Alberta unionized construction industry inclusive of the Electrical Contractors Association of Alberta.
- (b) Should any provision or provisions contained in the above, prove to be in violation of any legally effective Federal or Provincial statute; it is agreed that the prime parties to the said Agreement will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- (c) Jurisdictional disputes involving Employees employed under this Collective Agreement shall henceforth be resolved under the provisions of the said plan without work stoppage, slowdown or other lack of production,
- (d) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said fund at an hourly rate not to exceed One Cent (\$0.01), for each and every hour worked by any Employee under the job classifications set out in this Collective Bargaining Agreement. Such contributions are to be made solely by the Employer, and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in the Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. Upon the wages of any Employee becoming due the said contributions shall be calculated by the Employer for all hours worked by all Employees in the said classifications in a month, and a report listing the names of the Employees so credited, shall be forwarded by the Employer to the Funds Administrator, no later than the Fifteenth (15th) of the month following. Each Employer shall file a monthly report, as hereinafter provided, whether or not he has participating Employees. All contributions made to this Fund shall immediately following receipt thereof by the Funds Administrator be paid to the JURISDICTIONAL ASSIGNMENT PLAN FOR ALBERTA who shall use the same for the resolution of jurisdictional disputes in Alberta, and at no time may any of the contributions be used in any way to the detriment of the Electrical Contractors Association of Alberta or any of its members.

ARTICLE SLY - HOURS OF WORK, SHIFTS, OVERTIME AND TERMS OF PAYMENT

- 6.01 (a) A day shall be defined as being the period from midnight to midnight.
- (b) Eight (8) hours shall be a regular day's work, Monday through Friday. The regular day's work shall be from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. or by mutual consent Ten (10) hours per day Monday through Thursday between the hours of 8:00 a.m. to 6:30 p.m.
- (c) Forty (40) hours shall constitute a work week, Monday through Friday, or Monday through Thursday for the Ten (10) hour per day option. All other time worked shall be considered overtime and shall be paid as follows:
- (i) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of time and one-half (1-1/2) the Classification Basic Hourly Rate for the first two (2) hours. All additional hours shall be paid at double (2) the Classification Basic Hourly Rate.
- (ii) For the purpose of computing overtime pay, when the Monday through Thursday Ten (10) hour per day option is scheduled, and Friday is worked, the first ten (10) hours shall be paid at time and one-half (1-1/2) the Classification Basic Hourly Rate. All work in excess of the regular ten (10) hours per day shall be paid at double (2) the Classification Basic Hourly Rate.
- (iii) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at double (2) the Classification Basic Hourly Rate.
- (d) The lunch period may be adjusted by mutual consent of the Employer and the Union.
- (e) The starting and quitting time may be advanced or delayed by One (1) hour by mutual consent of the Employer and the Union.
- (f) Split crews will not constitute shift work.
- (g) The work day or days of work may be altered on any project by mutual consent of the Union and the Employer, subject always to all other terms of this Agreement.
- (h) There shall be no scheduled overtime.
- 6.02 When an Employer operates shifts in addition to the regular shift, the following conditions shall apply:
- (a) Employees shall be given Sixteen (16) hours rest prior to working shift work.
- (b) When an Employee loses a regular working day as a result of the implementation or termination of shift work, then the overtime rate of pay shall apply to the First; (1st) shift only.
- (c) Employees shall work at the Classification Basic Hourly Rate of pay plus Two Dollars (\$2.00) differential for all shift work, and if overtime is worked it would therefore be at the applicable overtime rate of pay plus Two Dollars (\$2.00).

- (d) Employees shall work Two (2) or more complete consecutive shifts to constitute shift work. Double the Classification Basic Hourly Rate of pay shall be paid if the shift is terminated in less than Two (2) consecutive days.
 - (e) All other terms and conditions of this Agreement shall apply to such shift work.
- 6.03
- (a) Employees must be paid a minimum of One Half (1/2) hour at the applicable overtime rate for any work performed before or after his regular shift.
 - (b) All Employees required to work in underground mines and/or underground tunnels during the excavation phase shall receive the Classification Basic Hourly Rate of pay plus Ten Percent (10%) differential.
 - (c) Where an Employee is required to work for a period of Four (4) hours or more after his regular shift, so that Eight (8) consecutive hours rest between the completion of such work and the beginning of his regular day's work is impossible, he shall:
 1. Be paid Two and One Half (2-1/2) times the Classification Basic Hourly Rate of pay for the total hours of such work; and,
 2. Be required to take a minimum of Eight (8) consecutive hours rest prior to reporting back to work. If the rest period extends beyond the regular starting time such Employee shall be paid for regular time lost at the Classification Basic Hourly Rate of pay; or,
 3. If required to return to work before his rest break of Eight (8) consecutive hours has been completed, do so at Two and One Half (2-1/2) times the Classification Basic Hourly Rate of pay, until such time as he has an Eight (8) hour rest break.
 - (d) Overtime on callout shall be computed from the time the Employee leaves home until he returns home, and in any case not less than One (1) hour shall be paid at the Classification Basic Hourly Rate.
- 6.04
- (a) When an Employee reports for work at the regular starting time and such Employee is not put to work, the Employee so affected shall be entitled to a minimum of Two (2) hours pay at the Classification Basic Hourly Rate of pay.
 - (b) When such Employee reports for work and commences work, the Employee so affected shall be entitled to a minimum of Four (4) hours pay at the Classification Basic Hourly Rate of pay.
 - (c) In addition to (a) and (b), Employees so affected shall be entitled to mileage or transportation, travel time and per diem to which the Employee is normally entitled for the day.
- 6.05
- (a) Wages shall be paid weekly on industrial jobs on the last regular work day (Thursday or Friday) during working hours on the job. Wages shall be paid weekly or bi-weekly on all other jobs on the last regular workday (Thursday or Friday) during working hours on the job. No more than Five (5) days pay shall be withheld. Where Employers use bi-weekly method of payment, Employees on joining the company shall be entitled to an advance of Seventy Five Percent (75%) of net earnings after Five (5) working days. All Employees shall receive a statement of all earnings and deductions with each pay and/or pay cheque.

- (b) If the regular pay day falls on a General Holiday all pay cheques and statement of earnings and deductions shall be given to the Employee the day preceding the holiday.

6.06 On termination of employment:

- (a) Pay cheques, record of employment, vacation pay and General holiday pay, shall be given to the Employee at the time of layoff by the Employer. With Union approval the Employer may courier these to the Employee's mailing address within Twenty-four (24) hours excluding Saturdays, Sundays and General Holidays.
- (b) Pay cheques, record of employment, vacation pay and General holiday pay, shall be given or mailed by registered mail to the Employee upon discharge, or voluntary termination of employment, or within Forty Eight (48) hours, excluding Saturdays, Sundays and General Holidays.
- (c) The Apprenticeship record, if not in the possession of the Employer at the time of termination, shall be forwarded, upon receipt, without delay to the Union office.
- (d) In the event that the Employee has not been paid as provided for in 6.06 (a) or (b), then he shall be paid Eight (8) hours at straight time rate of pay for each day, excluding Saturdays, Sundays and General Holidays, that the Employee is kept waiting for his pay cheque, record of employment, vacation pay and General holiday pay. To qualify for the aforementioned the Employee must have notified the Employer of the violation of 6.06 (a) or (b) within Forty Eight (48) hours, excluding Saturdays, Sundays and General Holidays, of the violation.
- (e) Not less than One (1) hour's pack up time for personal tools and belongings shall be granted upon layoff.
- (f) Not less than Two (2) hour's pack up time for personal tools, clothing and camp checkout shall be granted upon layoff on jobs located outside the Free Zone.

ARTICLE SEVEN - GENERAL HOLIDAY PAY AND VACATION PAY

- 7.01 (a) The following shall be paid General Holidays:

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

- (b) If any of the General Holidays fall on the Employee's regular day off, the following day, or days, as the case may be, shall be the observed holiday.
- (c) When an Employee is required to work on any of the General Holidays, he shall receive Two (2) times the regular rate of pay for hours worked on any of the General Holidays.

- (d) Should the holiday fall on payday, all pay cheques and statements of earnings and deductions shall be made available the day prior to the holiday.
- (e) Work shall not be performed on Labour Day excepting for the protection of life and property.
- (f) Should any additional holiday be declared by a government (the Federal or the Alberta Provincial Government) which has the jurisdiction to declare a General Holiday, then that holiday will be added to the list of holidays that will be observed.

7.02 General Holiday Pay shall be Four Per Cent (4%) of the Employee's total gross wages, and shall be paid each pay period with the Employee's regular pay. Such total gross wages shall be deemed to include straight time hours, overtime hours, premium time hours and travel time hours.

7.03 Vacation Pay shall be Six Per Cent (6%) of the Employee's total gross wages, and shall be paid each pay period with the Employee's regular pay. Such total gross wages shall be deemed to include straight time hours, overtime hours, premium time hours and travel time hours.

7.04 It is agreed that the General Holiday Pay and Vacation Pay percentages contained in Articles 7.02 and 7.03 of this agreement do not apply to the per diem allowance or room and board paid to Employees.

ARTICLE EIGHT - TRANSPORTATION, EXPENSES AND ACCOMMODATION

8.01 DAILY TRAVEL

The following conditions will apply on jobs within daily commuting distance of Edmonton, Calgary, and on jobs from which Employees commute daily from 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, or around any place in which Employees are temporarily domiciled by the Employer shall be established. The center for Edmonton is 101 Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the Free Zone, except as provided in 8.01 (f).
- b) On jobs outside the Free Zone when Employees travel daily to and from the job, the Employer shall:
 - (i) provide transportation, or pay the Employee Thirty-one Cents (\$0.31) per kilometer travelled each way between the edge of the Free Zone and the job site, and
 - (ii) pay a travel allowance.

The travel allowance shall be calculated based on travelling at Eighty (80) km per hour, at the Employee's Classification Basic Hourly Rate, from the point where the edge of the Free Zone intersects the road which takes the shortest, most appropriate route to the project and return to the intersecting point.

If the Union and the Employer do not come to mutual agreement respecting the amount of time it regularly takes to travel daily both ways between the edge of the free zone and the job site, the Building Trades Council and the Coordinating Committee shall each appoint a person to jointly determine the applicable amount of time over the shortest, most appropriate route, and the decision jointly made by those persons shall be final and binding for the purposes of the job site.

- (c) Where the Employer supplies the transportation, such transportation shall mean pick-up truck, passenger van, taxi, coach bus, or commercial airplane service, and shall, at a minimum, be a safe and in proper mechanical condition, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults, and be driven by a qualified driver with required insurance. School buses shall not be used for such transportation, Where the Employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- (d) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid mileage or travel allowance for that day.
- (e) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances beyond the control of the Employees, the Employees shall be paid for all such time, up to a limit of two (2) hours at the Classification Basic Hourly Rate.
- (f) If an Employee is required by the Employer to move from one job to another during a regular day's work, the Employer shall provide the transportation or pay vehicle allowance at the rate of Thirty-one Cents (\$0.31) per kilometre travelled if the Employee uses his own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during a regular day's work.
- (g) Employees required to travel out of a city or town to another job after working a regular day's work or shift, and before an eight (8) hour break occurs, shall be paid for all time travelled at the rate of Time and One-Half (1-1/2) the Classification Basic Hourly Rate. If still travelling the following day, the Employee shall be paid the Classification Basic Hourly Rate for time travelled during the regular day's work.

8.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) On jobs located outside the Free Zone when Employees do not return daily to the Free Zone the Employer shall pay travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:
 - (i) up to 200 kilometres - \$55.00 each way,
 - (ii) 201 kilometers to 300 kilometers - \$80.00 each way,

- (iii) 301 kilometres to 375 kilometres, and the Empress Area - \$100.00 each way
 - (iv) over 375 kilometres to 475 kilometres - \$150.00 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 \$250.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
- (b) Employees will qualify for and receive transportation allowance to the job site after being employed at the site for Fifteen (15) calendar days and if the Employee remains on the job until completion of Thirty (30) calendar days, or until the job is completed, or until the Employee is laid off, whichever occurs first, he shall be entitled to return transportation allowance.

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

8.03 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL

- (a) On jobs located beyond a Three Hundred (300) kilometre radius to a maximum of Four Hundred and Seventy-five (475) kilometres from the center of Edmonton or Calgary, the Employer shall:
- (i) Pay an allowance of One Hundred and Twenty-Five Dollars (\$125.00) after Thirty-Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty-Five (35) calendar days of employment on the job.
- Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.
- (ii) Allow Employees Five (5) working days leave after each Thirty-Five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy-five (475) kilometre radius from the center of Edmonton or Calgary, 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 Two Hundred and Twenty-Five Dollars (\$225.00) where airline service is not available, after Thirty-Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty-Five (35) calendar. days of employment on the job.
 - (ii) Allow Employees Five (5) working days leave after each Thirty-Five (35) calendar days of employment on the job.

- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than Twenty-Five Percent (25%) of the working force shall be on such home leave.

8.04 LOCAL RESIDENTS

- (a) A Local Resident shall mean an Employee who:

Is a member of the Union and has resided within a Seventy-Five (75) kilometre radius of the center of a job site which is beyond daily commuting distance from Edmonton or Calgary and whose principle residence is the place where he/she, in the settled routine of his/her life, regularly, normally or customarily lives, with the underlying premise that everyone must be resident somewhere.

- (b) Local Residents residing within a Forty-five (45) kilometre 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) kilometre radius and a Seventy-Five (75) kilometre radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of Twenty-Seven Dollars (\$27.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of Thirteen Dollars and Fifty Cents (\$13.50) will be paid for each day worked.

- (c) Where a camp kitchen is established, a Local Resident shall be provided a noon meal without cost.
- (d) Where a Local Resident is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.
- (e) The Parties agree that the early participation of qualified Local Residents 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.

8.05 ACCOMMODATION, ROOM & BOARD

On jobs located outside the Free Zone when Employees do not return daily to the Free Zone the Employer shall:

Provide a camp or arrange for and provide suitable commercial accommodations and meals or pay per diem.

The Parties agree that wherever practical and workable, 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 a per diem allowance. However, any of these three options will satisfy the Employer's obligations pursuant to this article.

- (a) Where camps are provided, the Parties to this Agreement recognize and agree to be bound by the current Camp Agreement as negotiated between the Construction Labour Relations, an Alberta Association and the Alberta and NWT (District of MacKenzie) Building and Construction Trades Council. Where a camp is provided, all Employees shall use the facilities of the camp at no cost to the Employee. Camp facilities shall be available Seven (7) days per week. Where the reporting point to start work is beyond One-Half (1/2) mile from the camp, the Employer shall provide approved transportation.
- (b) Where commercial accommodations are provided, the Employer shall pay the actual costs of meals and accommodations for days worked unless the Employees cannot return home on weekends.

In the event that any difference arises respecting the adequacy of accommodation provided by the Employer, the difference shall be referred to a balanced committee of appointees of the Union and the ECAA, which committee shall make a final and binding decision within Five (5) days from the date of referral.

- (c) Where per diem is paid:
 - (i) On jobs within a Four Hundred & Seventy-Five (475) kilometre radius of Edmonton or Calgary (excluding National Parks)

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 Seventy-Five Dollars (\$75.00) per day worked inclusive of GST, however, reimbursement toward such expenses in the following areas shall be as follows:

- Fort McMurray – Ninety Dollars (\$90.00) per day worked inclusive of GST
- Peace River – Eighty-Five Dollars (\$85.00) per day worked inclusive of GST
- Hinton – Eighty-Five Dollars (\$85.00) per day worked inclusive of GST during the months of June, July, August, September and Seventy-Five (\$75.00) per day worked inclusive of GST all other months.
- Grande Cache and Cold Lake Area – Eighty-Dollars (\$80.00) per day worked inclusive of GST

Per diem allowance will be paid for any General Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where 4'10s work week schedule is in effect) provided the Employee reports for work on the work day immediately preceding and following the General Holiday.

- (ii) Applicable beyond a Four-Hundred & Seventy-Five (475) kilometre radius of the Cities of Edmonton and Calgary (excluding National Parks and Northwest Territories).

On a Seven (7) days per week basis:

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 Seventy-Five Dollars (\$75.00) per day inclusive of GST.

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

- (iii) When an Employee is directed or dispatched to work on a project in an area where all available accommodation is inflated in price, the Employer will provide suitable room and board or the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:

Either the subsistence allowance can be adjusted by mutual consent between the Employer and the Union or, a balanced committee from the Union and ECAA shall review the cost of hotel and meals and set a rate or adjust to reasonably cover the costs.

The committee shall make a final and binding decision within Five (5) days from the date of referral.

Should conditions warrant the payment of a greater amount, or where agreed on at a pre-job conference, then such amount shall prevail and be paid.

- (iv) All Employees must have a Local Union letter of approval prior to accepting per diem allowance.

It will be paid in advance for at least one week and weekly thereafter.

It shall be paid to the Employee by separate cheque.

Applicable to all regions: 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.

8.06 On jobs located outside the Free Zone, for the purpose of calculating contributions to the Electrical Industry Benefit Trust Funds as contained in Article Eleven of this Agreement travelling allowance outside a regular day's work shall not be considered as time worked.

ARTICLE NINE - FOREMEN AND WORKING CONDITIONS

- 9.01 (a) More than Five (5) Journeymen on a job, One (1) shall be a Foreman who may supervise not more than Ten (10) Journeymen, including any Sub-foremen.
- (b) A Sub-foreman may supervise not more than Four (4) Journeymen.
- (c) Three (3) Foremen on a job, the Employer shall employ a General Foreman.
- (d) General Foremen and Foremen having more than Four (4) Journeymen under their supervision shall not work with the tools of their trade.
- (e) General Foremen, Foremen, and Sub-foremen shall be Journeymen members of the Local Union having jurisdiction.
- (f) The classification of a job shall be a unit of work covered by an electrical permit.
- 9.02 On all work coming under the terms of this Agreement? where General Foremen and Foremen are employed, orders shall be given in the sequence of authority.
- 9.03 Personal Facilities: On jobs under the terms of this Agreement every Employer shall:
- (a) Ensure that flush toilets are provided on all jobs as soon as job conditions permit. Where job conditions do not permit, then other conditions will be agreed to between the Employer and Union. These facilities shall be properly heated and will be maintained in a clean and sanitary condition, and subject to Union and Health Department Inspection. In the event that proper facilities as described above are not provided, no Employee will be penalized for leaving the job in the case of necessity;
- (b) Where more than Seven (7) Employees are employed, provide heated storage for Employees' clothing which will not infringe on the proper place to eat.
- (c) Provide safe drinking water and cups at all times, which shall be properly cooled in warm weather; and
- (d) Provide facilities of adequate size to ensure his Employees a proper place to eat. Each Employee shall be given table space at standard-size tables (30" wide and 15" in depth). These facilities shall be heated and kept clean.
- 9.04 The Employer will provide all special equipment and protective devices and clothing as required by the Alberta Safety Codes Act and Occupational Health and Safety Act, pursuant to all regulations established thereunder.
- 9.05 Where Employees are required to work on energized circuits or equipment of Four Hundred and Eighty (480) Volts or higher, phase to phase, Two (2) Journeymen shall work together at all times.

- 9.06 The Employer will provide adequate rain jackets, rain pants and rubber boots when the Employer is required to work in the rain. The Employer will provide rubber boots when the Employee is required to work in water or severe muddy conditions.
- 9.07 When Employees are required to perform work outside the jurisdiction of the Local Union, where a higher wage prevails, they shall be paid at such higher rate.
- 9.08 The Employer shall, when making reductions to the work force, use the following sequence in each classification in the respective jurisdictional area:
1. non-members of the IBEW
 2. members of other IBEW Local Unions
 3. members of the Union.
- 9.09 A work break of Ten (10) minutes [~~Fifteen (15) minute~~ work break for Ten (10) hour work days] shall be allowed approximately Two (2) hours after commencement of the work day and approximately Two (2) hours after any meal period.
- 9.10 When an Employee is required to work in excess of Ten (10) hours he shall be provided with a hot meal, where possible, at the end of the Ten (10) hour shift and he shall be provided with a hot meal each Four (4) hours thereafter. If the Employee is required to return to work after the meal he shall be paid for the time to consume such meal at the Classification Basic Hourly Overtime Rate. Such hot meals shall not include TV dinners or micro-wave meals. Not more than Two (2) fast food restaurant meals will be served per calendar week. The same entrées will not be served more than once per calendar week.
- 9.11 The Employer shall provide:
- (a) protective leather gloves, safety glasses and goggles for Employees required to work with welders. Welders, in addition to safety hats, shall be provided with adequate welding gloves: goggles and welding helmets.
 - (b) protective clothing where acids, chemicals, grease, dust or fibres prevail.
 - (c) cleaning for protective clothing before re-issue.
- All such protective clothing and equipment shall be returned by the Employee when no longer required, or upon termination of employment.
- 9.12 Welding Tests
- (a) If the Employer requires a welder's test that is different from the Alberta Government requirements, the Employer shall pay for the test.
 - (b) For successful candidates the Employer shall also pay, at the Classification Basic Hourly Rate, for the time to take the test, plus if applicable all travel time, travel expenses and subsistence.
 - (c) The successful candidate agrees to start working for the Employer or forfeit all costs and payments in (b) above.

ARTICLE 10 - INDUSTRIAL WAGES AND BENEFIT SCHEDULES FOR LOCALS 424 AND 254

ARTICLE TEN - WAGES AND BENEFIT SCHEDULES

10.01 EFFECTIVE SEPTEMBER 2, 1997

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 28.46 | 2.846 | 1.13 | 1.22 | 2.28 | .25 | 36.19 |
| FOREMAN | 112 | 27.01 | 2.701 | 1.07 | 1.22 | 2.28 | .25 | 34.53 |
| SUB-FOREMAN | 105 | 25.33 | 2.533 | 1.00 | 1.22 | 2.28 | .25 | 32.61 |
| *JOURNEYMAN | 100 | 24.12 | 2.412 | .96 | 1.22 | 2.28 | .25 | 31.24 |
| 4TH YR. APP. | 80 | 19.30 | 1.930 | .76 | 1.22 | 2.28 | .25 | 25.74 |
| 3RD YR. APP. | 70 | 16.88 | 1.688 | .67 | 1.22 | 2.28 | .25 | 22.99 |
| 2ND YR. APP. | 60 | 14.47 | 1.447 | .57 | 1.22 | 2.28 | .25 | 20.24 |
| 1ST YR. APP. | 50 | 12.06 | 1.206 | .48 | 1.22 | 2.28 | .25 | 17.50 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- R.R.S.P. - \$ 1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article I 1.04 (c) (ii)
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

ARTICLE TEN - WAGES AND BENEFIT SCHEDULES

10.02 EFFECTIVE MAY 1, 1998

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 29.75 | 2.975 | 1.13 | 1.22 | 2.28 | .30 | 37.66 |
| FOREMAN | 112 | 28.24 | 2.824 | 1.07 | 1.22 | 2.28 | .30 | 35.93 |
| SUB-FOREMAN | 105 | 26.47 | 2.647 | 1.00 | 1.22 | 2.28 | .30 | 33.92 |
| *JOURNEYMAN | 100 | 25.21 | 2.521 | .96 | 1.22 | 2.28 | .30 | 32.49 |
| 4TH YR. APP. | 80 | 20.17 | 2.017 | .76 | 1.22 | 2.28 | .30 | 26.75 |
| 3RD YR. APP. | 70 | 17.65 | 1.765 | .67 | 1.22 | 2.28 | .30 | 23.89 |
| 2ND YR. APP. | 60 | 15.13 | 1.513 | .57 | 1.22 | 2.28 | .30 | 21.01 |
| 1ST YR. APP. | 50 | 12.61 | 1.261 | .48 | 1.22 | 2.28 | .30 | 18.15 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- R.R.S.P. - \$1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

ARTICLE TEN - WAGES AND BENEFIT SCHEDULES

10.01 EFFECTIVE DECEMBER 1, 1997

WHEN OVERTIME IS WORKED AT 1 1/2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 42.69 | 4.269 | 1.70 | 1.22 | 2.28 | .25 | 52.41 |
| FOREMAN | 112 | 40.52 | 4.052 | 1.61 | 1.22 | 2.28 | .25 | 49.93 |
| SUB-FOREMAN | 105 | 38.00 | 3.800 | 1.50 | 1.22 | 2.28 | .25 | 47.05 |
| *JOURNEYMAN | 100 | 36.18 | 3.618 | 1.44 | 1.22 | 2.28 | .25 | 44.99 |
| 4TH YR. APP. | 80 | 28.95 | 2.895 | 1.14 | 1.22 | 2.28 | .25 | 36.74 |
| 3RD YR. APP. | 70 | 25.32 | 2.532 | 1.01 | 1.22 | 2.28 | .25 | 32.61 |
| 2ND YR. APP. | 60 | 21.71 | 2.171 | .86 | 1.22 | 2.28 | .25 | 28.49 |
| 1ST YR. APP. | 50 | 18.09 | 1.809 | .72 | 1.22 | 2.28 | .25 | 24.37 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

Union dues (Article 4.08)

Additional Union dues - \$0.05/hour worked (Article 4.08 & 11.04 (c))

R.R.S.P. - \$1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)

ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

ARTICLE TEN - WAGES AND BENEFIT SCHEDULES

10.02 EFFECTIVE MAY 1, 1998

WHEN OVERTIME IS WORKED AT 1 1/2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 44.63 | 4.463 | 1.70 | 1.22 | 2.28 | .30 | 54.59 |
| FOREMAN | 112 | 42.36 | 4.236 | 1.61 | 1.22 | 2.28 | .30 | 52.01 |
| SUB-FOREMAN | 105 | 39.71 | 3.971 | 1.50 | 1.22 | 2.28 | .30 | 48.98 |
| *JOURNEYMAN | 100 | 37.82 | 3.782 | 1.44 | 1.22 | 2.28 | .30 | 46.84 |
| 4TH YR. APP. | 80 | 30.26 | 3.026 | 1.14 | 1.22 | 2.28 | .30 | 38.23 |
| 3RD Y-R. APP. | 70 | 26.48 | 2.648 | 1.01 | 1.22 | 2.28 | .30 | 33.94 |
| 2ND YR. APP. | 60 | 22.70 | 2.270 | .86 | 1.22 | 2.28 | .30 | 29.63 |
| 1ST YR. APP. | 50 | 18.92 | 1.892 | .72 | 1.22 | 2.28 | .30 | 25.33 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

Union dues (Article 4.08)

Additional Union dues - \$0.05/hour worked (Article 4.08 & 11.04(c))

R.R.S.P. - \$1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)

ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

ARTICLE TEN - WAGES AND BENEFIT SCHEDULES

10 EFFECTIVE SEPTEMBER 2, 1997

WHEN OVERTIME IS WORKED AT 2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 56.92 | 5.692 | 2.26 | 1.22 | 2.28 | .25 | 68.62 |
| FOREMAN | 112 | 54.02 | 5.402 | 2.14 | 1.22 | 2.28 | .25 | 65.31 |
| SUB-FOREMAN | 105 | 50.66 | 5.066 | 2.00 | 1.22 | 2.28 | .25 | 61.48 |
| *JOURNEYMAN | 100 | 48.24 | 4.824 | 1.92 | 1.22 | 2.28 | .25 | 58.73 |
| 4TH YR. APP. | 80 | 38.60 | 3.860 | 1.52 | 1.22 | 2.28 | .25 | 47.73 |
| 3RD YR. APP. | 70 | 33.76 | 3.376 | 1.34 | 1.22 | 2.28 | .25 | 42.23 |
| 2ND YR. APP. | 60 | 28.94 | 2.894 | 1.14 | 1.22 | 2.28 | .25 | 36.72 |
| 1ST YR. APP. | 50 | 24.12 | 2.412 | .96 | 1.22 | 2.28 | .25 | 31.24 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- R.R.S.P. - \$1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

ARTICLE TEN - WAGES AND BENEFIT SCHEDULES

10.02 EFFECTIVE MAY 1, 1998

WHEN OVERTIME IS WORKED AT 2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 59.50 | 5.950 | 2.26 | 1.22 | 2.28 | .30 | 71.51 |
| FOREMAN | 112 | 56.48 | 5.648 | 2.14 | 1.22 | 2.28 | .30 | 68.07 |
| SUB-FOREMAN | 105 | 52.94 | 5.294 | 2.00 | 1.22 | 2.28 | .30 | 64.03 |
| *JOURNEYMAN | 100 | 50.42 | 5.042 | 1.92 | 1.22 | 2.28 | .30 | 61.18 |
| 4TH YR. APP. | 80 | 40.34 | 4.034 | 1.52 | 1.22 | 2.28 | .30 | 49.69 |
| 3RD YR. APP. | 70 | 35.30 | 3.530 | 1.34 | 1.22 | 2.28 | .30 | 43.97 |
| 2ND YR. APP. | 60 | 30.26 | 3.026 | 1.14 | 1.22 | 2.28 | .30 | 38.23 |
| 1ST YR. APP. | 50 | 25.22 | 2.522 | .96 | 1.22 | 2.28 | .30 | 32.50 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- R.R.S.P. - \$1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

ARTICLE ELEVEN - ELECTRICAL INDUSTRY BENEFITS

11.01 INSURANCE BENEFIT PLAN

- (a) The Parties hereto acknowledge the “Electrical Industry Insurance Benefit Trust Fund of Alberta.”, such Fund having been constituted by Trust Agreement dated as of April 1, 1971, entered into between the Electrical Contractors Association of Alberta, of the first part, Local Union 254 of Calgary and Local Union 424 of Edmonton (Local Unions of the IBEW) of the second part. The Parties hereto agree to be bound by the terms of the said Trust Agreement as amended from time to time by the Trustees appointed from time to time thereunder. It is agreed that the Trustees of the said Fund shall serve as Trustees in accordance with the terms of the said Trust Agreement.
- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said Fund at the hourly rate set out in sub-clause (c) of this Article 11.01, such rate being for each and every hour worked by any Employee under the job classifications set out in this Collective Bargaining Agreement. Such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee’s wages, Such contributions are in excess of the wage rates set out in this Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer for all hours worked by all Employees in the said classifications in a month: and a report listing the names of the Employees so credited shall be forwarded by the Employer to the said Fund no later than the Fifteenth (15th) of the month following. EACH EMPLOYER SHALL FILE A MONTHLY REPORT WHETHER OR NOT HE HAD PARTICIPATING EMPLOYEES. It is understood that the contributions negotiated under this clause are for the benefit of the Employees of the Employers as such Employers are recognized by the Trustees of the said Fund, and said Trustees shall continue to have full discretion to make, from time to time, reasonable rules in this respect.
- (c) The rates of said contributions to the said Fund shall be:
- \$1.22 per hour

11.02 PENSION PLAN

- (a) The Parties hereto acknowledge the “Electrical Industry Pension Trust Fund of Alberta”, such Fund having been constituted by Trust Agreement dated as of March 6, 1974, entered into between the Electrical Contractors Association of Alberta of the first part, Local Union 254 of Calgary and Local Union 424 of Edmonton (Local Unions of the IBEW) of the second part. The Parties hereto agree to be bound by the terms of the said Trust Agreement as amended from time to time by the Trustees appointed from time to time thereunder, It is agreed that the Trustees of the said Fund shall serve as Trustees in accordance with the terms of the said Trust Agreement.
- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said Fund at the hourly rates set out in sub-clause (c) of this Article 11.02, such rates being for each and every hour worked by an Employee under the job classifications set out in this Collective Bargaining Agreement. Such contributions are to be made solely by the Employer,

and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Collective Bargaining Agreement and do not constitute a payment of wages. Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer for all hours worked by all Employees in the said classifications in a month and a report listing the names of the Employees so credited shall be forwarded by the Employer to the said Fund no later than the Fifteenth (15th) of the month following. EACH EMPLOYER SHALL FILE A MONTHLY REPORT WHETHER OR NOT HE HAD PARTICIPATING EMPLOYEES. It is understood that the contributions negotiated under this clause are for the benefit of the Employees of the Employers as such Employers are recognized by the Trustees of the said Fund, and said Trustees shall continue to have full discretion to make, from time to time, reasonable rules in this respect.

- (c) The rates of said contributions to the said Fund shall be:

\$2.28 per hour (industrial only)

September 2, 1997 \$2.04 per hour (Appendix F & Appendix J)

May 1, 1998 \$2.28 per hour (Appendix F & Appendix J)

11.03 ELECTRICAL INDUSTRY EDUCATION PLAN

- (a) The Parties hereto acknowledge the "Electrical Industry Education Trust Fund of Northern Alberta" and the "Electrical Industry Education Trust Fund of Southern Alberta", each Fund having been constituted by Trust Agreements dated as of May 1, 1977, entered into between the Electrical Contractors Association of Alberta, of the first part, Local Union 424 of Edmonton and Local Union 254 of Calgary (Local Unions of the IBEW) of the second part. The Parties hereto agree to be bound by the terms of the said Trust Agreements as amended from time to time by the Trustees appointed from time to time thereunder. It is agreed that the Trustees of the said Funds shall serve as Trustees in accordance with the terms of the said Trust Agreements.
- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said Funds at the hourly rate set out in sub-clause (c) of this Article 11.03, such rate being for each and every hour worked by any Employee under the job classifications set out in this Collective Bargaining Agreement. Such contributions are to be made solely by the Employer, and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer for all hours worked by all Employees in the said classifications in a month and a report listing the names of the Employees so credited shall be forwarded by the Employer to the said Fund no later than the Fifteenth (15th) of the month following. EACH EMPLOYER SHALL FILE A MONTHLY REPORT WHETHER OR NOT HE HAD PARTICIPATING EMPLOYEES. It is understood that the contributions negotiated under this clause are for the benefit of the Employees of the Employers as such Employers are

recognized by the Trustees of the said Fund, and said Trustees shall continue to have full discretion to make, from time to time, reasonable rules in this respect.

- (c) Five cents (\$0.05) of the hourly contribution rate to the said Funds shall be allocated for the benefit of the Employees classified as Apprentices of the Employers as such Employers are recognized by the Trustees of the said Fund. The said benefit will be used to assist the payment of tuition fees when attending approved technical training.

The Joint Education/Apprenticeship Committee for the respective Local Union shall have full discretion to make, from time to time, reasonable rules to establish the eligibility for benefit and the form of benefit.

The administration of these contributions and benefits shall be performed by the Trustees of the said Funds.

- (d) The rates of said contributions to the said Funds shall be:

| | |
|-------------------|----------------------------------|
| September 2, 1997 | \$0.25 (Article 10 & Appendix F) |
| September 2, 1997 | \$0.15 (Appendix J) |
| May 1, 1998 | \$0.30 (Article 10 & Appendix F) |
| November 1, 1998 | \$0.20 (Appendix J) |

11.04 ELECTRICAL INDUSTRY ENHANCEMENT PROGRAM OF ALBERTA

- (a) The Parties hereby agree to the establishment of and do hereby establish the Electrical Industry Enhancement Program funded in accordance with the provisions of this Article 11.04 as amended from time to time by the Parties.
- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to a fund created pursuant to this Program at the hourly rates set out in sub clause (c) for this Article 11.04, such rates being calculated for each and every hour worked* by an Employee under the job classification set out in this Collective Bargaining Agreement. Upon the wages of an Employee becoming due, the said contribution shall be calculated by the Employer for all hours worked*, whether regular or overtime, by all Employees in said classification in a month and a report listing the names and hours of the Employees so credited, together with the contributions for same, shall be forwarded by the Employer to the Local no later than the Fifteenth (15th) day of the month following. **EACH EMPLOYER SHALL FILE A MONTHLY REPORT WHETHER OR NOT HE HAS PARTICIPATING EMPLOYEES.** It is understood that the contributions negotiated under this clause as specified below are for the benefit of the Employees of the Employers.
- (c) Contributions to the said Program to be deducted from the Employee's wages shall be:
 - (i) At the rate of \$0.05 per hour for all Employees in each classification, which shall be allocated to the payment of the Employees' Union dues; and

- (ii) At an effective date and at the contribution rate for each hour worked to be determined by the Union, notice of which shall be provided in writing by the Union to the Association, for Journeymen only in each classification, i.e., General Foremen, Foremen, Subforemen and Journeymen, to a Registered Retirement Savings Plan registered in the Employee's name and for his benefit in accordance with the terms and conditions of agreements between Local Union 424 of the International Brotherhood of Electrical Workers and a financial institution to be designated by it and between Local Union 254 of the International Brotherhood of Electrical Workers and a financial institution to be designated by it.
- (d) Market Recovery Trust Funds to be paid by the Employer:

Employers shall remit to the Trust Fund a sum calculated as an hourly contribution for each and every hour earned by the Employees covered under the terms of this Collective Agreement. The Parties agree that such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in the Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages.

The rate of said contributions to the said Funds shall be as contained in Article 10 for the respective Local Union and as contained in Appendix "F" and "J" for the respective Local Union.

- (e) The Parties agree that no Employer or Local shall have any obligation or liability beyond remitting the payroll deduction to the banking agencies specified in this Article.

*Except for Market Recovery Trust Funds, which shall be calculated on hours earned.

11.05 DELINQUENCIES

- (a) The Parties acknowledge that non-payment by any Employer of due contributions to the Trust Funds of Articles 11.01, 11.02 and 11.03 constitutes a serious threat to each plan participant as well as the Funds; therefore, the Trustees are empowered to take any action in law necessary to collect the owing contributions and to impose any remedies and damages stipulated in the Trust Agreements. All costs of such collections shall be borne by the delinquent Employer.
- (b) The Parties acknowledge that non-payment of due contributions to the Electrical Industry Enhancement Program of Alberta pursuant to Article 11.04 constitutes a serious threat to each Program participant; therefore, the Union shall be empowered to take whatever action in law necessary, including proceeding directly to arbitration under the provision hereof, to collect delinquent contributions. All costs of collecting delinquent contributions shall be borne by the delinquent Employer.
- (c) In the event that an Employer fails to remit the required payment and reports by the Thirtieth (30th) day of the month they were due, appropriate action may be taken by the Local Unions.

- (d) Each Employee or plan participant who becomes aware of an Employer delinquency is obligated to inform the Trustees of such breach forthwith.

11.06 EMPLOYER PARTICIPATION

Each Employer bound by this Collective Bargaining Agreement shall sign a Participation Agreement in the form prescribed by the Trustees with each aforementioned Trust Fund.

ARTICLE TWELVE -TOOLS AND EQUIPMENT

- 12.01 (a) The Employer shall supply all power tools, pipe cutting and bending equipment, wire pulling equipment, instruments and other construction tools, including appropriate tool boxes for the storage of such tools. Every Employee in charge shall be responsible for seeing all tools on the job are locked up on cessation of work each day. All tools lost or broken must be reported to the Employer within Twenty-Four (24) hours.
- (b) The Employer shall provide lockfast facilities for storage of personal tools normally used by Employees in the process of their work when such tools are not in use.
- 12.02 Employees will be held responsible for tools, special and/or protective clothing, and safety apparatus or gear supplied to them by the Employer.
- 12.03 Employees are to supply tools as per the Tool List. Such tools are subject to verification by the Employer upon employment during regular working hours in the presence of the Employee.
- 12.04 The Employee's personal tools shall be in good condition when he hires on to a job and they shall be maintained and kept in good condition.
- 12.05 The Employer shall replace Employee's personal tools when:
 - (a) Such tools are destroyed by fire on the Employer's premises or in a storage place designated by the Employer.
 - (b) Such tools are lost through theft by forced entry of a designated storage place.
 - (c) In the course of an Employee's work assignment such tools are damaged beyond repair, provided the Employee satisfies his Employer the damage was not intentional or caused by the Employee's failure to exercise due care and attention. Normal wear shall not constitute damage.
- 12.06 Transportation charges for personal tools will be paid to and from a project or job on the same basis as the individual Employee's transportation.

12.07 TOOL LIST

List of tools to be supplied by Journeymen and Apprentice electricians:

- 1 Hammer
- 1 Hacksaw Frame
- 1 Keyhole Saw
- 1 10" Level
- 1 10' Measuring Tape
- 3 Assorted Screwdrivers
- 1 Combination Square
- 1 Socket Screwdriver No. 6
- 1 Socket Screwdriver No. 8
- 1 Socket Screwdriver No. 10
- 1 Centre Punch
- 1 Tap Wrench
- 1 6" Adjustable Wrench
- 1 10" Adjustable Wrench
- 1 10" Water-pump Pliers
- 1 8" Linemen's Pliers
- 1 Diagonal Cutting Pliers
- 1 Needle Nose Pliers
- 1 Knife
- 1 Cold Chisel (1/2" by 6")
- 1 Wood Chisel (1/2")
- 1 Tool Box
- 1 Small Set Hexagon Wrenches (Allan)
- 1 Voltage Tester (120 - 600V single function CSA approved)

APPENDIX "A" - CLASSIFICATIONS

GENERAL FOREMAN

He shall be a Journeyman and a member of the Union. He shall supervise the work of other Foremen and direct all orders through them.

FOREMAN AND SUB-FOREMAN

He shall be a Journeyman and a member of the Union. He shall supervise the work of Journeymen

JOURNEYMAN ELECTRICIAN (INSIDE WIREMAN)

An Employee with Four (4) years or more experience at the electrical trade who has passed the qualifying examination in accordance with the regulations of the licensing authority for the Province of Alberta.

APPRENTICE ELECTRICIAN

An Employee who may use the tools of the trade while working with a Journeyman on the same job, and shall be registered as an electrical Apprentice prior to commencement of work. An Apprentice shall be under the direct supervision of a Journeyman at all times. Apprentices shall be given even; opportunity to be engaged in diversified training in order that they become competent qualified tradesmen.

JOURNEYMAN INSTRUMENT MECHANIC (INSTRUMENT TECHNICIAN)

An Employee who is responsible for the servicing, installation, and overhaul of hydraulic, electric and electronic automatic control equipment associated with boilers and turbines and their auxiliary equipment and data logging, process control, plant loud hailing and closed circuit T.V. monitoring equipment. A Journeyman who has been admitted to the status of instrument technician shall have been an instrument technician Apprentice, instrument mechanic, wireman, electronic technician or communications technician. He may perform the normal work of an inside wireman as required. A Journeyman electrician may perform the work of an instrument technician.

JOURNEYMAN WELDER

An Employee who has passed the qualifying examination in accordance with the regulations of the licensing authority for the Province of Alberta.

JOURNEYMAN LINEMAN

An Employee who has passed the qualifying examination in accordance with the regulations of the licensing authority for the Province of Alberta.

OPERATOR (EQUIPMENT)

An Employee who holds the skills in the operation of an Overhead Travelling Crane and/or Boom Truck.

APPENDIX "B" - DEFINITIONS

Industrial work shall be all electrical work involved in industrial construction as described below that is within the jurisdiction of the Union in this Agreement, Industrial construction shall mean construction work in respect of:

- Electrical Power Generation
- The development of Mining and Smelting Properties
- The development of Oil Sands Properties
- Oil Refineries, Upgraders and all form of hydro carbon production, extraction or processing
- The development of Chemical Plants from any and all forms of feed stocks or other sources
- Pulp, Paper or Timber/Wood Processing Mills or Sawmills
- Toxic Waste Disposal Systems
- Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide, or any other manufactured gases
- Base/Precious/Other Metal Production Plants or Upgrades of any and all kinds
- Pumping Stations and Compressor Stations
- 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 the Joint Conference Committee to be applicable to this Agreement effective on the date of ratification of the changes by the Parties to this Agreement.

APPENDIX "C" - ELECTRICAL CONTRACTORS INDUSTRY FUND

- (1) The Parties hereto agree to the establishment of and do hereby establish an Electrical Contractors Industry Fund.
- (2) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said Fund at an hourly rate set out in sub-clause (4), such rate being for each and every hour worked by an Employee under the job classifications set out in this Collective Bargaining Agreement.
- (3) The Parties agree that such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in the Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. The said contributions shall be calculated by the Employer for all hours worked by all Employees in the said classifications in a month, and a report listing the names of the Employees and the hours they have worked, and their classifications shall be forwarded by the Employer to the Electrical Contractors Association of Alberta no later than the Fifteenth (15th) of the month following. **EACH EMPLOYER SHALL FILE A MONTHLY REPORT, WHETHER OR NOT HE HAD PARTICIPATING EMPLOYEES.** All contributions made to this Fund shall immediately be paid to the Electrical Contractors Association of Alberta who shall use the same for the promotion, expansion and protection of the Electrical Industry and at no time may any contributions be used in any way to the detriment of the Union or any of its members. A portion of the said fund shall be used in training courses for both Union and Management which are applicable to the advancement of the Industry. The Electrical Contractors Association of Alberta shall otherwise have full discretion in respect of the use of the fund and all contributions made thereto.
- (4) The rate of said contributions shall be determined by the Electrical Contractors Association of Alberta. The rate as per this Agreement shall be Twelve Cents (\$0.12) per hour.
- (5) In the event that either the bargaining rights, registration certificates or bargaining agent status of the Electrical Contractors Association of Alberta (the Employer as one party to the Collective Agreement) are transferred to another Employer's Association, Association: Corporation, Person: Firm or any other Body, or not retained by the Electrical Contractors Association of Alberta as they are at present, or in the event the within funds are being used for purposes other than those set out herein: the Parties hereto agree that the Union by sending notice in writing to the Electrical Contractors Association shall have such contributions terminated at a time stated in said notice.
- (6) Notwithstanding anything in this Agreement, the Association may file a grievance against any Employer bound by this Agreement who has violated any of the provisions in this clause. Immediately upon the filing of a grievance: the following rules will apply:
 - (a) The Employer shall, within Five (5) days of the filing of a grievance: provide all records of all Employees who worked at any site covered by the job duties listed in this Agreement for the disputed time covered in the grievance;
 - (b) Within Five (5) days of the receipt of the records in (a) above, the Parties shall meet to discuss a resolution of the grievance;
 - (c) Failing satisfactory settlement of the grievance meeting in (b) above, or if the Employer refuses to supply the records or to meet with the Association, the Association within Five (5) days of the meeting, or the last day the Employer has to supply the information in (a) above,

may refer the grievance to an arbitrator chosen by the ECAA, who shall sit as a single arbitrator and resolve the dispute.

(d) The arbitration shall be conducted by the following rules:

- i) A hearing date to hear evidence in the dispute shall be set within Fourteen (14) days of the referral of the matter to the arbitrator who shall have the power at the request of either party to order pre-hearing production of documents for all documents in the possession or power of any of the Union, Employer or Association.
- ii) All monies not paid for the time in dispute, if a violation is found, shall be ordered paid as provided in this Agreement.
- iii) If monies are found owing under this clause, the party directed to pay shall pay the entire cost of the arbitration .
- iv) If monies are not found owing, the party filing the grievance shall pay all costs of the arbitration.
- v) The arbitrator shall render his decision within Thirty (30) days of the conclusion of a hearing into the issues set out in the grievance, and his decision shall be final and binding on all parties.

APPENDIX "D" - JOINT INDUSTRY COMMITTEES LOCAL UNION 424

- 1.0 (a) Funding required for the Joint Industry Committees as outlined in this Appendix, shall be made available through the "Electrical Industry Education Trust Fund of Northern Alberta" subject to the approval of the Trustees and the terms of the Trust Agreement.
- (b) Administrators, Directors, Instructors and Staff to the extent required to conduct and maintain any program or plan established or recommended shall be funded through the "Electrical Industry Education Trust Fund of Alberta" subject to the approval of the Trustees and the terms of the Trust Agreement.
- 2.0 A Joint Conference Committee shall be appointed composed of Three (3) Employer representatives and Three (3) Union representatives and shall meet monthly to make recommendations for the advancement of the Electrical Construction Industry and discuss problems related to the Agreement.
- 3.0 A Joint Education/Apprenticeship Committee shall be appointed composed of Two (2) Employer representatives and Two (2) Union representatives. This Committee shall meet at least Six (6) times a year. The function of this Committee shall be:
- (a) Selection of applicants and starter Apprentices to the electrical construction industry.
- (b) Develop, maintain, and co-ordinate an Apprentice Work Experience Record Book.
- (c) Develop, maintain, and co-ordinate such supplementary training programs as are deemed necessary or appropriate to maintain apprenticeship qualities, workmanship, and productivity.
- (d) Develop, maintain, conduct and co-ordinate trade related education programs,
- The Committee shall not be restricted to the aforementioned items
- 4.0 There shall be a Joint Safety and Health Committee appointed consisting of Three (3) members representing the Employer and Three (3) members representing the Union. The Employer and the Union mutually agree that safe working practices, procedures and health rules are negotiable items which must be equally complied with by the Employer and the Employees and such rules shall be applied uniformly to all Employees affected.
- The duties of the Committee shall be to develop and recommend safe work and health rules that equal or are greater than the standards presently existing under regulations established under the "Occupational Health and Safety Act" for the Province of Alberta.
- 5.0 Health and Safety is a mutual concern of the Employer and the Union. This being so, the Parties to this Agreement will cooperate in initiating safety programs including Joint Worksite Committees with representation by the Employer and the Employees.

APPENDIX “E” - RESIDENT MEMBERS LOCAL UNION 424

Grande Prairie, Peace River, Lloydminster, Edson, Hinton, Jasper, Grande Cache, Whitecourt, Camrose, Lacombe, Fort McMurray, Drayton Valley, Stettler, Wetaskiwin, Grande Centre, Bonnyville, St. Paul, Rocky Mountain House, Vegreville, Slave Lake and Ponoka.

1. Local residents who reside within a radius of Ten (10) kilometres of the Main General Post Office in the above towns or cities, shall have preference of employment on jobs located within the Ten (10) kilometre radius.
2. Work clearance shall indicate whether the Employee is a Resident Member. All Employees must have Union clearance prior to the commencement of work.
3. Resident Members of the Union shall not receive accommodation, per diem, travel time or transportation listed in Article 8.04(b).
4. Employees not resident in the towns or cities shall receive all terms and conditions of the Agreement.
5. Non-members resident in the towns or cities shall not be given preference of employment over available Union members.
6. This Appendix shall not apply to Plant Shutdown work.
7. All other terms and conditions of the Agreement shall be in full force and effect.

APPENDIX "F" - RESIDENTIAL, COMMERCIAL, SERVICE, RENOVATION AND REPAIR AND LIGHT INDUSTRIAL CONSTRUCTION -LOCAL UNION 424

All Electrical work involved in Residential, Commercial, Service, Renovation and Repair, and Light Industrial Construction as defined by the Local Union in this Agreement, shall be performed under the following conditions:

Forty (40) hours shall constitute a work week, Monday through Friday, or Monday through Thursday for the Ten (10) hour per day option. All other time worked shall be considered overtime and shall be paid at One and One-Half (1.5) times the Classification Basic Hourly Rate of pay.

An Apprentice shall work under the direct supervision of a journeyman electrician. The ratio of Apprentices shall not exceed one (1) Apprentice to one (1) working Journeyman on each job.

All other terms and conditions of the Agreement shall be in full force and effect.

APPENDIX 'F'

EFFECTIVE SEPTEMBER 2, 1997 (Local Union 424)

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Insurance Pension Education | | | Gross Hourly Pay | |
|----------------|-----|-------------------|------------------------------------|------------------------------------|--------------------|------------|------------------|-------|
| | | | | Recovery Trust | Benefit Trust Fund | Trust Fund | | |
| GEN. FOREMAN | 118 | 23.60 | 2.360 | .94 | 1.22 | 2.04 | .25 | 30.41 |
| FOREMAN | 112 | 22.40 | 2.240 | .90 | 1.22 | 2.04 | .25 | 29.05 |
| SUB-FOREMAN | 105 | 21.00 | 2.100 | .84 | 1.22 | 2.04 | .25 | 27.45 |
| *JOURNEYMAN | 100 | 20.00 | 2.000 | .80 | 1.22 | 2.04 | .25 | 26.31 |
| 4TH YR. APP. | 80 | 16.00 | 1.600 | .64 | 1.22 | 2.04 | .25 | 21.75 |
| 3RD YR. APP. | 70 | 14.00 | 1.400 | .56 | 1.22 | 2.04 | .25 | 19.47 |
| 2ND YR. APP. | 60 | 12.00 | 1.200 | .48 | 1.22 | 2.04 | .25 | 17.19 |
| 1ST YR. APP. | 50 | 10.00 | 1.000 | .40 | 1.22 | 2.04 | .25 | 14.91 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/hour worked (Article 4.08 & 11.04 (c))
- R.R.S.P. - \$1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX 'F'

EFFECTIVE MAY 1, 1998 (Local Union 424)

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|-----------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 23.60 | 2.360 | .94 | 1.22 | 2.28 | .30 | 30.70 |
| FOREMAN | 112 | 22.40 | 2.240 | .90 | 1.22 | 2.28 | .30 | 29.34 |
| SUB-FOREMAN | 105 | 21.00 | 2.100 | .84 | 1.22 | 2.28 | .30 | 27.74 |
| *JOURNEYMAN | 100 | 20.00 | 2.000 | .80 | 1.22 | 2.28 | .30 | 26.60 |
| 4TH YR. APP. | 80 | 16.00 | 1.600 | .64 | 1.22 | 2.28 | .30 | 22.04 |
| 3RD YR. APP. | 70 | 14.00 | 1.400 | .56 | 1.22 | 2.28 | .30 | 19.76 |
| 2ND YR. APP. | 60 | 12.00 | 1.200 | .48 | 1.22 | 2.28 | .30 | 17.48 |
| 1ST YR. APP. | 50 | 10.00 | 1.000 | .40 | 1.22 | 2.28 | .30 | 15.20 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- R.R.S.P. - \$ 1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX 'F'

EFFECTIVE SEPTEMBER 2, 1997 (Local Union 424)

WHEN OVERTIME IS WORKED AT 1 1/2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|-----------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 35.40 | 3.540 | 1.41 | 1.22 | 2.04 | .25 | 43.86 |
| FOREMAN | 112 | 33.60 | 3.360 | 1.35 | 1.22 | 2.04 | .25 | 41.82 |
| SUB-FOREMAN | 105 | 31.50 | 3.150 | 1.26 | 1.22 | 2.04 | .25 | 39.42 |
| *JOURNEYMAN | 100 | 30.00 | 3.000 | 1.20 | 1.22 | 2.04 | .25 | 37.71 |
| 4TH YR. APP. | 80 | 24.00 | 2.400 | .96 | 1.22 | 2.04 | .25 | 30.87 |
| 3RD YR. APP. | 70 | 21.00 | 2.100 | .84 | 1.22 | 2.04 | .25 | 27.45 |
| 2ND YR. APP. | 60 | 18.00 | 1.800 | .72 | 1.22 | 2.04 | .25 | 24.03 |
| 1ST YR. APP. | 50 | 15.00 | 1.500 | .60 | 1.22 | 2.04 | .25 | 20.61 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- R.R.S.P. - \$1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX 'F'

EFFECTIVE, MAY 1, 1998 (Local Union 424)

WHEN OVERTIME IS WORKED AT 1 1/2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 35.40 | 3.540 | 1.41 | 1.22 | 2.28 | .30 | 44.15 |
| FOREMAN | 112 | 33.60 | 3.360 | 1.35 | 1.22 | 2.28 | .30 | 42.11 |
| SUB-FOREMAN | 105 | 31.50 | 3.150 | 1.26 | 1.22 | 2.28 | .30 | 39.71 |
| *JOURNEYMAN | 100 | 30.00 | 3.000 | 1.20 | 1.22 | 2.28 | .30 | 38.00 |
| 4TH YR. APP. | 80 | 24.00 | 2.400 | .96 | 1.22 | 2.28 | .30 | 31.16 |
| 3RD YR. APP. | 70 | 21.00 | 2.100 | .84 | 1.22 | 2.28 | .30 | 27.74 |
| 2ND YR. APP. | 60 | 18.00 | 1.800 | .72 | 1.22 | 2.28 | .30 | 24.32 |
| 1ST YR. APP. | 50 | 15.00 | 1.500 | .60 | 1.22 | 2.28 | .30 | 20.90 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

Union dues (Article 4.08)

Additional Union dues - \$0.05/hour worked (Article 4.08 & I 1.04 (c))

R.R.S.P. - \$1.00/hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article II.04 (c) (ii)

ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX "G" -JOINT INDUSTRY COMMITTEES LOCAL UNION 254

- 1.0 (a) Funding required for the Joint Industry Committees as outlined in this Appendix, shall be made available through the "Electrical Industry Education Trust Fund of Southern Alberta," subject to the approval of the Trustees and the terms of the Trust Agreement.
- (b) Administrators, Directors, Instructors and Staff to the extent required to conduct and maintain any program or plan established or recommended shall be funded through the "Electrical Industry Education Trust Fund of Southern Alberta", subject to the approval of the Trustees and the terms of the Trust Agreement.
- 2.0 A Joint Conference Committee shall be appointed composed of Three (3) Employer representatives and Three (3) Union representatives and shall meet monthly to make recommendations for the advancement of the Electrical Construction Industry and discuss problems related to the Agreement.
- 3.0 A Joint Education/Apprenticeship Committee shall be appointed composed of Two (2) Employer representatives and Two (2) Union representatives. This Committee shall meet as necessary to conduct the business and functions of the Committee.

The function of this Committee shall be:

- (a) Selection of applicants and starter Apprentices to the electrical construction industry.
- (b) Develop, maintain, and coordinate an Apprentice Work Experience Record Book.
- (c) Develop, maintain and coordinate such supplementary training programs as are deemed necessary or appropriate to maintain apprenticeship qualities, workmanship, and productivity.
- (d) Develop, maintain, conduct and coordinate trade related education programs

The Committee shall not be restricted to the aforementioned items.

- 4.0 There shall be a Joint Safety and Health Committee appointed consisting of Three (3) members representing the Employer and Three (3) members representing the Union. The Employer and the Union mutually agree that safe working practices, procedures and health rules are negotiable items which must be equally complied with by the Employer and the Employees and such rules shall be applied uniformly to all Employees affected.

The duties of the Committee shall be to develop and recommend safe work and health rules that equal or are greater than the standards presently existing under regulations established under the "Occupational Health and Safety Act" for the Province of Alberta.

- 5.0 Health and Safety is a mutual concern of the Employer and the Union. This being so, the Parties to this Agreement will cooperate in initiating safety programs including Joint Worksite Committees with representation by the Employer and the Employees.

APPENDIX "H" - RESIDENT MEMBERS LOCAL UNION 254

1. "Resident Members" of Local 254 in the cities of Calgary, Lethbridge, Medicine Hat and Red Deer shall have preference of employment on jobs within these cities or within daily commuting distance.
2. Non-members resident in the above cities shall not be given preference of employment over available members of the Union, resident or non-resident.
3. Employees and/or members not resident in the cities of Calgary, Lethbridge, Medicine Hat and Red Deer shall receive all terms and conditions of this Collective Agreement.
4. "Resident Member" shall be defined by the Local Union hiring procedure

APPENDIX "I" - LETTER OF UNDERSTANDING FOR LOCAL UNION 254

The Parties hereby agree that the following understanding will form part of the 1997-1999 Collective Agreement.

Where a particular article or articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions in this Agreement for that project or specific geographical area may be modified by the mutual consent of the Union and the Employer and the Association, when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration.

Enabled Arrangements or Agreements prior to April 30, 1999 shall be honored until completed or amended.

APPENDIX "J" - RESIDENTIAL, COMMERCIAL SERVICE, RENOVATION AND REPAIR AND LIGHT INDUSTRIAL CONSTRUCTION - LOCAL UNION 254

A.1. Electrical work involved in Residential, Commercial, Service, Renovation and Repair, and Light Industrial Construction as defined by the Local Union in this Agreement, shall be performed under the following conditions:

Forty (40) hours shall constitute a work week, Monday through Friday, or Monday through Thursday for the Ten (10) hour per day option. All other time worked shall be considered overtime and shall be paid at One and One-Half (1-1/2) times the Classification Basic Hourly Rate of pay.

An apprentice shall work under the direct supervision of a journeyman electrician. The ratio of Apprentices shall not exceed one (1) Apprentice to one (1) working Journeyman on each job.

All other terms and conditions of the Agreement shall be in full force and effect.

LOCAL UNION 254

APPENDIX "J"

EFFECTIVE SEPTEMBER 2, 1997

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 21.95 | 2.195 | .53 | 1.22 | 2.04 | .15 | 28.09 |
| FOREMAN | 112 | 20.83 | 2.083 | .50 | 1.22 | 2.04 | .15 | 26.82 |
| SUB-FOREMAN | 105 | 19.53 | 1.953 | .47 | 1.22 | 2.04 | .15 | 25.36 |
| *JOURNEYMAN | 100 | 18.60 | 1.860 | .45 | 1.22 | 2.04 | .15 | 24.32 |
| 4TH YR. APP. | 80 | 14.88 | 1.488 | .36 | 1.22 | 2.04 | .15 | 20.14 |
| 3RD YR. APP. | 70 | 13.02 | 1.302 | .32 | 1.22 | 2.04 | .15 | 18.05 |
| 2ND YR. APP. | 60 | 11.16 | 1.126 | .27 | 1.22 | 2.04 | .15 | 15.96 |
| 1ST YR. APP. | 50 | 9.30 | .930 | .23 | 1.22 | 2.04 | .15 | 13.87 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX "J"

EFFECTIVE MAY 1, 1998

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 22.55 | 2.255 | .53 | 1.22 | 2.28 | .15 | 28.99 |
| FOREMAN | 112 | 21.40 | 2.140 | .50 | 1.22 | 2.28 | .15 | 27.69 |
| SUB-FOREMAN | 105 | 20.07 | 2.000 | .47 | 1.22 | 2.28 | .15 | 26.20 |
| *JOURNEYMAN | 100 | 19.11 | 1.911 | .45 | 1.22 | 2.28 | .15 | 25.12 |
| 4TH YR. APP. | 80 | 15.29 | 1.529 | .36 | 1.22 | 2.28 | .15 | 20.83 |
| 3RD YR. APP. | 70 | 13.38 | 1.338 | .32 | 1.22 | 2.28 | .15 | 18.69 |
| 2ND YR. APP. | 60 | 11.47 | 1.147 | .27 | 1.22 | 2.28 | .15 | 16.54 |
| 1ST YR. APP. | 50 | 9.56 | .956 | .23 | 1.22 | 2.28 | .15 | 14.40 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX "J"

EFFECTIVE NOVEMBER 1, 1998

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 23.12 | 2.312 | .53 | 1.22 | 2.28 | .20 | 29.66 |
| FOREMAN | 112 | 21.94 | 2.194 | .50 | 1.22 | 2.28 | .20 | 28.33 |
| SUB-FOREMAN | 105 | 20.57 | 2.057 | .47 | 1.22 | 2.28 | .20 | 26.80 |
| *JOURNEYMAN | 100 | 19.59 | 1.959 | .45 | 1.22 | 2.28 | .20 | 25.70 |
| 4TH YR. APP. | 80 | 15.67 | 1.567 | .36 | 1.22 | 2.28 | .20 | 21.30 |
| 3RD YR. APP. | 70 | 13.71 | 1.371 | .32 | 1.22 | 2.28 | .20 | 19.10 |
| 2ND YR. APP. | 60 | 11.75 | 1.175 | .27 | 1.22 | 2.28 | .20 | 16.90 |
| 1ST YR. APP. | 50 | 9.80 | .980 | .23 | 1.22 | 2.28 | .20 | 14.71 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX "J"

EFFECTIVE SEPTEMBER 2, 1997

WHEN OVERTIME IS WORKED AT 1 1/2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 32.93 | 3.293 | .80 | 1.22 | 2.04 | .15 | 40.43 |
| FOREMAN | 112 | 31.25 | 3.125 | .75 | 1.22 | 2.04 | .15 | 38.54 |
| SUB-FOREMAN | 105 | 29.30 | 2.930 | .71 | 1.22 | 2.04 | .15 | 36.35 |
| *JOURNEYMAN | 100 | 27.90 | 2.790 | .67 | 1.22 | 2.04 | .15 | 34.77 |
| 4TH YR. APP. | 80 | 22.32 | 2.232 | .54 | 1.22 | 2.04 | .15 | 28.50 |
| 3RD YR. APP. | 70 | 19.53 | 1.953 | .48 | 1.22 | 2.04 | .15 | 25.37 |
| 2ND YR. APP. | 60 | 16.74 | 1.674 | .40 | 1.22 | 2.04 | .15 | 22.22 |
| 1ST YR. APP. | 50 | 13.95 | 1.395 | .35 | 1.22 | 2.04 | .15 | 19.11 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman! and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX "J"

EFFECTIVE MAY 1, 1998

WHEN OVERTIME IS WORKED AT 1 1/2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 33.83 | 3.383 | .80 | 1.22 | 2.28 | .15 | 41.66 |
| FOREMAN | 112 | 32.10 | 3.210 | .75 | 1.22 | 2.28 | .15 | 39.71 |
| SUB-FOREMAN | 105 | 30.11 | 3.011 | .71 | 1.22 | 2.28 | .15 | 37.48 |
| *JOURNEYMAN | 100 | 28.67 | 2.867 | .67 | 1.22 | 2.28 | .15 | 35.86 |
| 4TH YR. APP. | 80 | 22.94 | 2.294 | .54 | 1.22 | 2.28 | .15 | 29.42 |
| 3RD YR. APP. | 70 | 20.07 | 2.007 | .48 | 1.22 | 2.28 | .15 | 26.21 |
| 2ND YR. APP. | 60 | 17.21 | 1.721 | .40 | 1.22 | 2.28 | .15 | 22.98 |
| 1ST YR. APP. | 50 | 14.34 | 1.424 | .35 | 1.22 | 2.28 | .15 | 19.77 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04 (c))
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

APPENDIX "J"

EFFECTIVE NOVEMBER 1, 1998

WHEN OVERTIME IS WORKED AT 1 1/2 X THE HOURLY RATE

| CLASSIFICATION | % | Basic Hourly Rate | 10% Vacation & General Holiday Pay | Market Recovery Trust Fund | Insurance Benefit Trust Fund | Pension Trust Fund | Education Trust Fund | Gross Hourly Pay |
|----------------|-----|-------------------|------------------------------------|----------------------------|------------------------------|--------------------|----------------------|------------------|
| GEN. FOREMAN | 118 | 34.68 | 3.468 | .80 | 1.22 | 2.28 | .20 | 42.63 |
| FOREMAN | 112 | 32.91 | 3.291 | .75 | 1.22 | 2.28 | .20 | 40.65 |
| SUB-FOREMAN | 105 | 30.86 | 3.086 | .71 | 1.22 | 2.28 | .20 | 38.36 |
| *JOURNEYMAN | 100 | 29.39 | 2.939 | .67 | 1.22 | 2.28 | .20 | 36.70 |
| 4TH YR. APP. | 80 | 23.51 | 2.351 | .54 | 1.22 | 2.28 | .20 | 30.10 |
| 3RD YR. APP. | 70 | 20.57 | 1.371 | .48 | 1.22 | 2.28 | .20 | 26.80 |
| 2ND YR. APP. | 60 | 17.63 | 1.175 | .40 | 1.22 | 2.28 | .20 | 23.49 |
| 1ST Y-R.APP. | 50 | 14.70 | 1.470 | .35 | 1.22 | 2.28 | .20 | 20.22 |

* Includes Electrician (Inside Wireman), Welder, Instrument Mechanic (Instrument Technician), Lineman, and Operator (Equipment)

- Union dues (Article 4.08)
- Additional Union dues - \$0.05/ hour worked (Article 4.08 & 11.04(c))
- ECAA Industry Fund - \$0.12/hour worked (Appendix 'C') effective December 1, 1997

IN THE MATTER OF THE LABOUR RELATIONS CODE. S.A. 1988 c. L-1.2
AND THE MATTER OF A DISPUTE REFERRED TO THE
CONSTRUCTION INDUSTRY DISPUTES RESOLUTION TRIBUNAL
PURSUANT TO SECTIONS 187 - 189 OF THE CODE

BETWEEN:

ELECTRICAL CONTRACTORS ASSOCIATION OF ALBERTA

(the "Employer")

AND:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 254 AND LOCAL 424

(the "Union")

(Re: Interest Arbitration)

ARBITRATION BOARD: STAN LANYON
 NEIL TIDSBURY
 JAMES WOLFGANG

COUNSEL: HERB HOLMES, for the Employer
 BOB LYNN, for Local 424
 JOHN BRIEGEL, for Local 254

DATE AND PLACE OF HEARING: November 8, 9, 1997
 Edmonton, Alberta

DATE OF DECISION: November 24, 1997

On September 2, 1997 the Minister of Labour, the Honourable Murray Smith, established the Construction Industry Disputes Resolution Tribunal pursuant to Section 189 of the Alberta Labour Relations Code, 1988, c. L-1.2 (the "Code"). On the same date, and in the same appointment letter, the Minister referred all "the remaining issues in dispute" in bargaining, between the Employer and the Union, to this tribunal. Following mediation, these seventeen items were still in dispute.

1. Effective date of the Collective Agreement
2. Penalty for late payment of benefit contributions
- 3.. "Spin off" provision (4.03(c))
4. Right to refuse work (5.02)
5. Overtime Premium (6.01(c)) and 6.03 (a)
6. Scheduled overtime (Clause 6.01 (h))
7. Double Time and One Half Provision (Clause 6.03(C))
8. Transportation and Accommodation Expenses (Article 8)
9. Rubber Boots (Clause 9.06)
10. Overtime Meal Breaks (Clause 9.10)
11. Welding Tests (Clause 9.12(b))
12. Wage Increases (Article 10)
13. General Foreman Premium
14. Contributions on Hours Earned vs. Hours Worked (Article I D)
15. Right to remove manpower (Clause 11.05(c))
16. Pro-rating of Pension Contributions for Apprentices
17. Electrical Contractors Industry Fund (Appendix C)

The Arbitration Board decided to address six items of those that remained in dispute.

1. Effective date of the Collective Agreement
2. Overtime Premium (6.01(c)) and (6.03(a))
3. Transportation and Accommodation Expenses (Article 8)
4. Rubber Boots (Clause 9.06)
5. Wage increases (Article 10)
6. Electrical Contractors Industry Fund (Appendix C)

Any proposals agreed to during the bargaining process shall form part of the renewed 1997 - 1999 Collective Agreement. All other proposals which have not been specially addressed have been rejected by this Board. Thus, all the other existing terms and conditions of the parties current Collective Agreement continue to exist in the renewed Collective Agreement from the Monday following the date of this Award (the exception is wages) to April 30, 1999.

Member Wolfgang dissents in regard to three issues: first, the issue of statutory interpretation, specifically the principles of pattern settlements and comparability; issue two (overtime) and issue three (transportation and accommodation expenses).

It is so awarded.

We retain jurisdiction in regard to the implementation of this Award.

DATED at the City of Vancouver in the Province of British Columbia, this 24th day of November, 1997

STAN LANYON, Chair

"NEIL TIDSBURY"
NEIL TIDSBURY, Member

"JAMES WOLFGANG"
JAMES WOLFGANG, Member

FEBRUARY 19, 1998
SUPPLEMENTARY AWARD

An issue arose in regard to the original award, specifically Article 8.04 (b). The majority of the Board in the original decision awarded a forty-five (45) kilometer free zone in respect to article 8.

The majority clarifies that this forty-five (45) kilometer free zone applies to Local Residents in the same manner as it applies to the residents of Edmonton and Calgary.

STAN LANYON, Chair

"NEIL TIDSBURY"
NEIL TIDSBURY, Member

"JAMES WOLFGANG"
JAMES WOLFGANG, Member