

Alberta Provincial
CARPENTERS
COLLECTIVE AGREEMENT

for the
GENERAL CONSTRUCTION SECTOR

by and between

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

- and -

**Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:**

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

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**ALBERTA PROVINCIAL CARPENTERS
GENERAL CONSTRUCTION SECTOR
COLLECTIVE AGREEMENT**

Entered into this 1st day of May 2011

- between -

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

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

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

- and -

**Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:**

**United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton
and
L o d # 2103, Calgary**

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

and the Members and Employees represented by each of them.

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

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

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

ARTICLE ONE - OBJECTS

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

ARTICLE TWO - DURATION OF AGREEMENT

- 2.01** This Agreement shall be in full force and effect from the **1st** day of May, 2011, until the 30th day of April, **2015**, and thereafter shall be continued, terminated, or renewed pursuant to the provisions of the said Code.

ARTICLE THREE - GEOGRAPHICAL JURISDICTION

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

Local 1325, Edmonton

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

Local 2103, Calgary

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

ARTICLE FOUR - SCOPE AND RECOGNITION

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

which that Employer employs Employees within the scope of such bargaining relationship, and the extent to which the Employer is engaged within the trade jurisdiction set out in the registration certificate held by the Employers' Organization party hereto.

It is agreed that notwithstanding the consolidation of Local **2410** (Red Deer), Local **846** (Lethbridge), and Local **1569** (Medicine Hat) into Local **2103** (Calgary), and Local **1322** (Edson) into Local **1325** (Edmonton), and whose territorial jurisdiction was defined in the **1993-1995** Collective Agreement pursuant to [then] Registration Certificate No. **26**, the collective bargaining relationship with the expanded Locals **2103** and **1325** shall be in respect to those territories as were affected by collective bargaining relationships with the respective Local Unions **2410**, **846**, **1569**, **2103**, **1322**, and **1325** as formerly defined in the **1993-1995** Collective Agreement.

- 4.02** Notwithstanding any other provisions herein, maintenance, service and repair work incidental thereto, are not included within the scope of this Agreement.

The Parties agree that the terms of this Agreement do not apply to residential work, which is defined **as** single-family housing including duplexes, walk-up apartments and condominiums up to a maximum of three **(3)** floors in height.

- 4.03** The Employer recognizes each Local Union **as** the exclusive bargaining agent of those Employees of the Employer for whom each Local Union has established and retained or subsequently establishes and retains the right of collective bargaining, to the extent that the said Employees are engaged in the territories and trade jurisdiction to which this Agreement applies.

- 4.04** The respective Local Unions party hereto each recognize the Employers' Organization party hereto **as** the exclusive representative in collective bargaining **of** each of those Employers who is or who becomes affected by registration certificate number **51**, to the extent that each **of** the said Employers is or becomes affected by the said registration certificate.

- 4.05** This Collective Agreement shall apply to all work falling within the Trade Jurisdiction of the Carpenters which, for the purposes of this Collective Agreement, shall coincide with the Trade Jurisdiction set out in Registration Certificate **#51**, and shall include but not be limited to all of those Employees who are engaged in **(1)** forming; **(2)** framing; **(3)** sheathing; **(4)** hoarding; **(5)** temporary building; **(6)** installation of millwork; **(7)** wood walls; **(8)** doors and windows; **(9)** movable partitions; **(10)** scaffolding; and **(11)** signaling and rigging carpenters material

including precast concrete and precast concrete tilt-up; and for whom the Union has the right of collective bargaining.

- 4.06** On projects or jobs where the existing Collective Agreement does not adequately cover working conditions a Pre-Job meeting will be held between the Employer and the Executive Secretary Treasurer and/or Business Representative of the Union.
- 4.07** On certain projects where client specifications require the hiring of visible minorities a Pre-job meeting will be held between the Contractor, the Trade Division, and Union in order to accommodate the client requirements.
- 4.08** The Parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices who will join the Union.

ARTICLE FIVE - WAGES

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

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

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

- * Electrical power generation, hydro or thermal power plants
- * Development of Mining and Smelting Properties
- * Development of Oil Sands Properties
- * Oil Refineries, Upgraders and all form of hydrocarbon production, extraction or processing
- * Development of Chemical Plants
- * Pulp, paper or timber/wood processing mills or sawmills
- * Toxic waste disposal systems
- * Production and processing plants for natural gas, liquid petroleum products and manufactured gases

- * Base/Precious/Other Metal production plants or upgraders of any and all kinds
- * Pumping stations and compressor stations, **of** which the capital value exceeds twenty five (25) million dollars
- * Cement, lime and gypsum plants.

In addition, industrial work shall include such work **as** may reasonably be considered as Industrial Construction **as** is mutually agreed by a committee of four **(4)**members appointed by the Employers' Association and four **(4)**members appointed by the Union, and ratified by the Trade Division. This committee shall meet at the request of either the Employer or the Union, giving twenty-four **(24)** hours notice in writing to the other **party**.

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

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

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

(ii) Effective May **5)** 2013, a general foreman shall be paid an additional one dollar (\$1.00) per hour if that **person** has achieved the industrial Construction Crew Supervisor designation from Alberta Apprenticeship and Industry Training.

(c) The minimum wages **of** a Carpenter Foreman engaged in non-industrial work shall be the sum of the journeyman rate for non-industrial work and a premium of three dollars and fifty cents (\$3.50) per hour

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

ARTICLE SIX - PAYMENT CONDITIONS

6.01 For Industrial work, wages and holiday and vacation pay shall be paid no less frequently than weekly.

For Non-Industrial work, wages and holiday and vacation pay shall be paid weekly or every second week.

Payment may be affected by cash, or by cheque (for which there is no charge for exchange) prior to pick-up time, or, at the Employer's discretion, by direct deposit to an account designated by the Employee, or by other mutually agreeable arrangements. No more than one calendar week's pay may be held back. When a General Holiday falls on a payday, the day preceding the General Holiday shall be considered the payday for the pay period. Pay calculation and deduction slips shall be supplied for each regular pay period.

An Employee may only opt out of direct deposit if they provide proof in writing that they are incapable of making arrangements for a bank account (i.e., denied or refused **an** account **by the** institutions).

Employers wanting to differ from the above payment conditions may make special arrangements with the Union.

6.02 When an Employee is laid off or discharged, all wages and vacation and statutory holiday pay, together with Employment Insurance separation slip, the Apprenticeship Work Record **Book**, and/or any other documents or records required to be returned to the Employee, shall be given or sent to the Employee in accordance with Article **6.03**.

6.03 (a) If the Employee who is being paid by cheque prefers, they may manage with their Employer to pick up their pay and records at the **office** of the Employer no later **than** on the afternoon of the working day following termination of employment.

(b) If **an** Employee is being paid by direct deposit, they will receive their **final** pay by direct deposit for the pay period in which the pay was earned, and their records will be mailed to them, on the **next** regular pay day.

6.04 In the event of a layoff or discharge, one (1) hour notice shall be sufficient. One (1) hours pay may be given in lieu of notice. No notice is required for termination for just cause. When an Employee is laid off from an industrial site he shall be provided with a reasonable amount of time in which to pack up and return company tools and obtain camp room clearance wherever applicable.

- 6.05** When an Employee quits they shall give their supervisor one (1) hours notice and their pay and records will be mailed or direct deposited to them or given to them at the central pay office of the Employer on the next regular pay day for the pay period in which the pay was earned.
- 6.06** If the regular pay day falls on a Statutory Holiday, Employees shall be paid on the preceding working day.
- 6.07** Employees engaged on an evening shift shall be paid on the Thursday shift unless the Employer is using the direct deposit method of payment.
- 6.08** *An* Employer shall at the end of each pay period provide to each Employee a separate or detachable statement with *his* pay cheque, this statement to show the items required.
- a.** The hours worked.
 - b.** The amount of wages paid at a straight time rate.
 - c.** The amount of wages paid at an overtime rate.
 - d.** The amount of any bonus or living allowance paid.
 - e.** The amount of any vacation pay paid.
 - f.** The amount of general holiday pay paid.
 - g.** The amount of such deduction from the earnings of the Employee and the purpose of which each deduction was made.
 - h.** The issuing Employer's name.
- 6.09** Payroll Failures. Where there have been recent instances of payroll failures by an Employer affecting Employees under the terms of this Agreement, the Union shall have the right to require that Employer to provide proof of financial responsibility or require that payment of wages and other payroll requirements be by cash or certified cheque paid weekly.
- 6.10** In the event payment is not made in accordance with the time frames set out in clauses **6.03** and **6.05** of this article, the Employee shall be paid a late remittance amount of two (2) hours at the applicable basic hourly rate of pay for each twenty four (**24**) hour period of delay. Such intervals shall only be deemed to include working days and shall remain exclusive of weekends and holidays. It is understood, however, that extenuating circumstances can arise, and that despite all good faith efforts and for reasons beyond the control of the Employer, payments may be delayed. In such cases the onus shall be on the Employer to notify the Union, prior to the time by which the cheque is required to be available or required to be post marked, of the details of such circumstances. In such cases the payment of the late remittance amount shall be waived.

No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due **as** stated under

Articles **6.02** or **6.05**. Corrections of one day's pay or less will be made in the next pay period following the Employer being informed of the error.

Cheques issued pursuant to the application of Article **6.10** will be sent by registered mail, priority post, or courier.

ARTICLE SEVEN - HOURS OF WORK, SHIFTS AND OVERTIME

- 7.01** The following sections are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours or work per day, per week, or with respect to days in any week.
- 7.02** **Work Week.** The regular working week shall consist of forty (40) hours of employment.
- 7.03**
- (a)** The regular working day shall consist of eight (8) hours of employment normally worked between 8:00 a.m. and 4:30 p.m. when a one half (1/2) hour lunch period is scheduled or between 8:00 a.m. and 5:00 p.m. when a one (1) hour lunch period is scheduled, Monday through Friday.
 - (b)** The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at their option. Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
 - (c)** **Non-Industrial Work** - The Employer may vary the start/quit times by up to two (2) hours at his option. Variances of greater than two (2) hours shall be mutually agreed between the Employer and the Union.
- 7.04**
- (a)** Shift work is defined as a continuous operation, but for the lunch period, for which start times shall be between 12:00 noon and 4:00 a.m., for a minimum of two (2) consecutive working days.
 - (b)** **Industrial Work** the shift premium for any "second" or "third" shift shall be three dollars (\$3.00) per hour.
Non-Industrial Work there shall be a shift premium of one dollar and fifty cents (\$1.50) per hour for a "second" or "third" shift.
 - (c)** There shall be no pyramiding of premiums.
- 7.05**
- (a)** **Industrial Work** overtime rates shall be as follows:

- (i)** time and one-half ($1\frac{1}{2}x$) for the first two hours of overtime worked in a regular week day, being Monday through Friday inclusive,
 - (ii)** when compressed work weeks are scheduled pursuant to Article 7.06 on a Monday through Thursday basis, time and one-half ($1\frac{1}{2}x$) shall apply to the first ten (10) hours worked on the Friday,
 - (iii)** double time ($2x$) shall apply to all overtime hours that are not included in (i) and (ii) above.
 - (iv)** double time ($2x$) for overtime worked on a Saturday or Sunday outside the periods referenced in (ii) and (iii) above, and for hours worked on a "General Holiday" as set out in Article 8.01 hereof.
- (b)**
 - (i)** It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. In order to facilitate this, a worker will accumulate one-half shift (either four hours on an eight hour shift or five hours on a ten hour shift) of unpaid personal absence allowance for each month worked up to a maximum accumulation of two full shifts. **An** initial one-half shift allowance will be credited upon the start of employment with additional units of one-half shift credited in the months worked subsequently, up to the maximum allowance of two shifts. A worker may request that they be preauthorized to take a personal unpaid absence providing they give a minimum of seven calendar days advance notice of their request to their authorized company representative. Where it is not practical to provide seven calendar days notice the worker must provide as much notice as they are capable of, it being understood that less notice may make it more difficult to accommodate a request for time off. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
 - (ii)** A worker that is preauthorized to take personal time off pursuant to the above procedure, and who has accumulated sufficient personal absence allowance to cover their absence, will qualify for overtime premiums for **any** work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight or ten hours **as** scheduled for that shift. In the

case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.

- (iii) Personal absence allowances will be earned on the basis of minimum units of one-half shift and will be utilized on the basis of units of a minimum of one-half shift. **An** authorized personal absence of up to one-half shift will reduce the accumulated personal absence allowance by one-half shift. if time off exceeds one-half shift, the worker's accumulated personal absence allowance will be reduced by additional one-half shift units.
 - (iv) Overtime premiums **as** specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten in a day or forty in a week. A worker that is absent from work without pre-authorization **as** per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, or workers that have been pre-authorized but who do not have sufficient personal absence allowance accumulated, must work the minimum normal hours **as** stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.
 - (v) The Framework Bargaining Committees agree that they will meet to review the provisions of this Article during the months of March and April of 2013, or earlier should they both agree. The Parties to this Agreement agree that, should the Framework Bargaining Committees arrive at recommendations for changes, they will consider amending this article to conform to such recommendations.
- (c) Non-Industrial Work overtime rates shall be **as** follows:

- (i) time and one-half (1½x) for any overtime hours worked on a week day, being Monday through Friday inclusive.
- (ii) time and one-half (1½x) for the first eight (8) hours worked on a Saturday.
- (iii) time and one-half (1½x) for the first four (4) hours worked on a Sunday.
- (iv) double time (2x) for overtime worked on a Saturday or Sunday outside the periods referenced in (ii) and (iii) above, and for hours worked on a "General Holiday" as set out in Article 8.01 hereof.

7.06 Industrial Compressed Work Week

- (a) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period unless varied by mutual consent between the Employer and the Union. Such consent will not be unreasonably withheld. The work day shall normally be worked between 7:00 a.m. and 5:30 p.m. The Employer may vary the start/quit times by up to thirty (30) minutes at his option. Variances of greater than thirty (30) minutes shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
- (b) When a compressed work week is being worked and a statutory holiday falls on a regularly scheduled work day(s) off, then the following regularly scheduled work day(s) will be observed in lieu thereof unless varied by mutual consent.
- (c) Non – Industrial Compressed work week
The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period.

7.07 Non-Industrial - Make up day

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

week (reduced appropriately when a general holiday occurs during the week).

7.08 A non-paid lunch break of either one-half (½) hour or one (1) hour duration will be taken half way through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

If an Employee is not provided time to commence his lunch period between one (1) hour before and one (1) hour after the mid-point of the shift, he shall be paid at the applicable overtime rate for working through his lunch period.

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

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

7.11 Provision of Meals on Unscheduled Overtime

When Employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a meal at no cost to the Employees, for those involved. One-half (1/2) hour at the straight time rate of pay shall be allowed for the consumption of the meal. Should an Employee be requested to continue work, then an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

On projects when it is impractical for the contractor to provide a meal the Employee shall be paid a fifteen (15) minute paid break at the applicable rate of pay and the Employer shall pay a meal allowance of forty (40) dollars in lieu of the meal and time spent to consume the meal. This shall not apply in a circumstance where the overtime is projected to extend the work day beyond twelve (12) hours.

Where a supervisor is required to:

- (i) start up to one (1) hour earlier, or
- (ii) finish up to one (1) hour later, or

- (iii) start up to one half (½) hour earlier and finish up to one half (½) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions in the paragraph above will not apply unless those provisions are applicable to the rest of the crew.

7.12 Work In Occupied Non-Industrial Premises

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

ARTICLE EIGHT - HOLIDAYS AND VACATIONS

8.01 (a) General Holidays shall be:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	

When one of these holidays falls on a Saturday or Sunday (or the Monday or Friday off if a compressed work week is in effect), the following regular working day shall be observed as the holiday. When ~~Christmas~~ falls on Saturday or Sunday, the following Monday and Tuesday shall be observed as the holidays.

Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the Collective Agreement prescribes straight time rates for the regular working day as set out in Article 7.03 or 7.06. Under these circumstances, work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

- (b) No work shall be performed on Labour Day except in an emergency situation.

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

Non-Industrial Work - The Employer shall pay to the Employee for each hour worked (**as** defined in Article Seven hereof) a vacation allowance equal to six (6%) percent of the Employee's straight time hourly rate, and a holiday pay allowance equal to four **(4%)** percent of the Employee's straight time hourly rate.

ARTICLE NINE - REPORTING TIME

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

(b) In order to qualify for show up time, Employees must remain on the jobsite unless otherwise directed by the Employer. Where the Employee(s) are directed to remain at the jobsite for more than two (2) hours they shall be paid for such time at the applicable rate.

(c) Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation **as** is applicable.

(d) **An** Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a jobsite where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.

(e) When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

9.02 Call Out Pay - Employees called out for work at other than the regular starting time shall receive a minimum of two (2) hours' pay at the Employee's applicable rate.

9.03 Reporting time pay and/or call-out pay is in addition to travel time pay if travel time is applicable.

- 9.04** The Employer may require an Employee to perform work within his jurisdiction for the two **(2)** hour call-out.

ARTICLE TEN - WORKING CONDITIONS

- 10.01** The Employer shall provide suitable wash-up and sanitary facilities (flush toilets wherever job conditions permit), a heated lunch room which shall not be used for storage of tools or equipment, and a lock-fast place for storage of Employees' tools.

- 10.02** The Carpenter shall give his Employer an up-to-date inventory of his personal tools upon his arrival on the job site. The Employer may at any time check for the correctness of such inventory.

Following a fire or break-in of the Lock-up, the Employer **shall** compensate the Carpenter up to five hundred dollars (\$500.00) for any real loss of his tools stored according to this clause.

- 10.03** **Saw Filing.** When the Employer employs a saw filer, on site, he shall be a member of the Union. A tab will be given to the member by the Employer or saw filer when the saw(s) are left for filing, the tab to be presented upon receiving the filed saw. In the event that saw(s) are lost, the Employer will replace these with new saw(s) of equal quality.

- 10.04** Cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be supplied.

- 10.05** The tools of a member starting a new job shall be in good condition and shall be kept *so* on the Employer's time. One (1) hour's notice of discharge will be given by the Employer or one (1) hour's pay allowed in lieu thereof to enable him to get his tools gathered together and put in shape for the next job.

- 10.06** if the use of a patent miter box, power machines, power tools, laser beam level, transit, and surveyor's equipment, normally used by Carpenters are required on the job, they shall be supplied by the Employer and operated by a Carpenter Foreman, Journeyman Carpenter or Carpenter Apprentice covered by this Agreement.

- 10.07** All Employees covered by this Agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half **of** a shift for a coffee break on the job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following each overtime meal break.

However, for "compressed work weeks" scheduled pursuant to Article 7.06, Employees shall be permitted a break of fifteen **(15)** minutes in the first half and fifteen **(15)** minutes in the second half of such shifts.

Wherever practicable, the coffee breaks should be scheduled near the mid-point of each half of the shift."

- 10.08** Employees party to this Agreement shall work under the conditions herein set out. The Employers signatory to this Agreement shall be given preference in the supply of Union Members.
- 10.09** There shall be no restriction on the **full** use of proper tools or equipment and there shall not be any task work or piece work on projects covered by this Agreement.
- 10.10** It is understood and agreed that the Parties to this Agreement shall at all times comply **with** the accident prevention regulations of the Occupational Health and Safety Act and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member will be discharged because the Member insists on safe working conditions **as** set out in the regulations. **Any** refusal by an Employee to abide by the Occupational Health and Safety regulations, after being duly warned, will be sufficient cause for dismissal.
- 10.11** Employees who are working, or are offered the number of hours of employment provided by this Agreement by the Employer, shall not engage in their trade or other work for payment on other projects after hours.
- 10.12** No carpenter will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.
- 10.13** **An** Employee who is injured in the course of performing his duties while in the Employer's employment and said injury results in the Employee needing medical attention, provided such need is confirmed to the Employer or later being placed on compensation, he shall be paid for that day which he was unable to continue work.
- 10.14** A copy of the Occupational Health and Safety inspectors Report shall be posted at the project or jobsite lunch room(s).

ARTICLE ELEVEN - TRANSPORTATION, ACCOMMODATION AND LOCAL RESIDENTS

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

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

INDUSTRIAL WORK - 11.01 to 11.05

11.01 DAILY COMMUTING

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

- (a) (i)** A forty-five **(45)** kilometer radius free zone from the centers of the cities in which Local Unions are centered (Geodetic Monument), or around **any** place in which Employees are temporarily domiciled by the Employer, shall be established. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower.

It is agreed that if a major petroleum/petro-chemical project is undertaken in the area south of Redwater but north of the free zone such project will be deemed to be included within the free zone.
- (ii)** No transportation or travel allowance shall be applicable within the free zone (subject to **11.01(a)(iii)** and **11.01(b)**)
- (iii)** The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers’ Organizations, based on **an** average during a reference week of five test **runs** each way,

conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of forty five minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.

- (b) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed five hundred (500), the affected Parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The Parties shall take into account such considerations as climate, seasons, road capacity, other projects and industries using the same corridors, workforce curves, and site infrastructure.
- (c) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options;

 - (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the Employees, as a vehicle allowance, at the rate of forty nine (\$0.49) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on traveling at eighty (80) kilometers per hour, at the Employee's applicable base rate, from the point where the edge of the forty-five (45) kilometer radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

The Coordinating Committee and the Building Trades of Alberta shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum

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

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

<u>Travel Allowance:</u>		
80 km @ 80 km./ hr.	= 1 hour at base rate of \$38.63	=\$38.63
<u>Vehicle Allowance:</u>	80 km. @ \$0.49 cents per km.	=\$39.20
For a daily total of		=\$77.83

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

- (d) When an Employee is being paid subsistence allowance in accordance with Article **11.05(a)(iii)** or **(b)(iii)**, and when there is no accommodation available within forty-five **(45)** kilometers of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available accommodation, and shall determine the number of road kilometers beyond a forty-five **(45)** kilometer radius of the project that would be required to travel each way from the nearest available accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event accommodation within a forty-five **(45)** kilometer radius of the project becomes available, the payment of the travel allowance will cease.
- (e) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- (f) Employees who are transported to a job site but who refuse to start work **at** the prescribed time due to a picket line or other form of

labour relations dispute will not be paid any transportation allowance for that day.

- (g) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances beyond the control of the Employees, the Employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.
- (h) If an Employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of forty nine cents (\$0.49) per kilometer traveled if the Employee uses his own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (i) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.

11.02 Initial and Return Transportation to Remote Sites

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under Article 11.01(b) would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall location, as applicable, as follows:
 - (i) up to 200 kilometres - \$84.00 each way .
 - (ii) 200 kilometres to 300 kilometres - \$120.00 each way.
 - (iii) 300 kilometres to 375 kilometres - \$144.00 each way.
 - (iv) over 375 kilometres to 475 kilometres \$216 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 \$330.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/job site.

(vi) The Initial and Return Transportation Allowances [applicable to Industrial work] set out herein shall be subject to review in January 2013 and January 2014. In the event that there is **an** adjustment in the vehicle allowance, pursuant to article **11.01(c)** for 2013 and / or 2014, each allowance amount shall be adjusted by the same percentage adjustment **as** the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2013, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2013.

(b) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid, subject to the provisions of Article **11.02(c)** below.

(c) When transportation is provided by the Employer by way of air, bus, or other surface transportation acceptable to the Union and the Employer, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than one day of rest scheduled within consecutive scheduled days), **an** Employee, at the time of dispatch, will be allowed to elect to use the Employer provided transportation or to receive Collective Agreement initial/return/rotation allowances. Buses must comply with Article **11.01(e)**.

(i) **An** Employee who has elected Collective Agreement initial / return / rotation allowances will no longer be paid any such payments not yet received if a new bus route is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.

(ii) **An** Employee who **has** elected Collective Agreement initial / return / rotation allowances and who is found using bus transportation will become disentitled to further Collective Agreement initial / return / rotation allowances, **as** one consequence.

(iii) **If** a person who elects Collective Agreement initial / return / rotation allowances uses bus transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.

- (iv) Regulations shall be established for the use of bus transportation governing behavior and the use of, e.g., alcohol, tobacco and other substances.
- (v) Notwithstanding the foregoing, an Employee who has elected to use provided busses, and who is hired, laid off, or terminated on a day when weekly bussing is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- (d) (i) **An** Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for fifteen (15) calendar days.

 - (ii) if the Employee remains on the job until completion of thirty (30) calendar days, the Employee shall qualify for return transportation allowance to be paid with his final pay at the subject site.
 - (iii) If, prior to having qualified for either transportation allowance, the Employee is laid off, or the job is completed, or the Employee is transferred to a different work site which is outside the area for which the transportation allowance was to apply, that Employee will be paid any outstanding transportation allowance(s) with their next regular pay.
 - (iv) If the Employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply (e.g. the ~~Fort~~ McMurray region, the Cold Lake Region, etc.), that Employee will be paid **any** outstanding transportation allowance(s) with their next regular pay. If the Employee is transferred to a different work site that is within the same geographical region to which the transportation allowance was to apply, the Employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational allowances where applicable. Should an Employee choose not to accept a transfer, he/she shall be paid all applicable travel allowances and be considered to be laid off.

11.03 Rotational Leave (Turnarounds)

- (a) On jobs located beyond a three hundred (300) kilometer radius to a maximum of four hundred and seventy-five **(475)** kilometers from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Pay an allowance of one hundred sixty-eight dollars (\$168.00) 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 centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of three hundred dollars (\$300.00) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
- (ii) Allow Employees Five **(5)** working days leave after each thirty-five (35) calendar days of employment on the **job**.
- (c) The Rotational Leave Allowances [applicable to Industrial work] set out herein shall be subject to review in January 2013 and January 2014. In the event that there is an adjustment in the vehicle allowance, pursuant to article 11.01 (c) for 2013 and / or 2014, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2013, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2013.

- (d) 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.
- (e) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the provisions of Article **11.02(c)** above.
- (f) Time spent away from a jobsite due to a jobsite closure, scheduled vacation or rotational leave days taken of one work week (5 days or 4 days as the case may be) or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

11.04

Local Residents

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

(b) Local Residents residing within a forty-five **(45)** kilometer radius **of** the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.

Local residents residing between a forty-five **(45)** kilometer radius and a seventy-five (75) kilometer radius of the job site shall not be entitled to receive initial and return travel allowance, room and board **or** subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of thirty six dollars (\$36.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of nineteen dollars (\$19.00) will be paid for each day worked.

(c) **Guidelines for Determining “Real Residency”**

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

- (i) the dwelling place of the person's spouse and dependents;
- (ii) personal property and social ties to the community;
- (iii) residential ties elsewhere;
- (iv) permanence and purpose of residence in a particular community;.
- (v) documentation of:
 - (i) property tax or rent receipts, telephone, gas or other utility receipts;
 - (ii) driver's license;
 - (iii) vehicle registration or pink card;
 - (iv) income tax;
 - (v) unemployment insurance documents;
 - (vi) voters' list registration;
 - (vii) Employee benefit fund administration registration.

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

- (e) Where a Camp Kitchen is established and where all workers, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the job site, local residents shall also be entitled to receive hot soup.
- (f) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with **this** Agreement.
- (g) The Parties agree that the early participation of qualified local resident Employees in **work** undertaken under this Agreement is

most desirable and will be strongly promoted. In support of this the **Union** agrees that local qualified tradesmen will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the Parties;

The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is **an** underutilization of Local Resident Members the Parties will meet and address the issue.

11.05 Accommodation, Room & Board

- (a) Applicable within a four hundred seventy-five (**475**) kilometer radius of the centers of the cities in which Local Unions are located (but excluding National Parks)

When **an** Employee is directed or dispatched to work on **an** out-of-town job, the Employer will provide:

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services **tax** paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred ten dollars (**\$110.00**) per day except for the following regions:

(Note – to ensure accurate and up to date subsistence rates established for specific communities and regions **as** posted go to www.clra.org and click on subsistencerates.)

Athabasca	\$120.00
Bonneyville	\$135.00
Canmore / Exshaw	\$155.00
Camrose	\$120.00
Cold Lake	\$135.00
Drumheller	\$130.00
Edson	\$125.00
Forestburg	\$110.00

Fox Creek	\$125.00
Ft. McMurray	\$195.00
Grande Prairie	\$130.00
Hanna	\$120.00
Hardisty	\$120.00
Hinton	\$135.00
Lloydminster	\$145.00
Peace River	\$125.00
Pincher Creek/Waterton	\$140.00
Red Deer	\$125.00
Settler	\$120.00
Swan Hills	\$115.00
Wainwright	\$120.00
Whitecourt	\$130.00

- (iv)** On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of the cities in which Local Unions are located (as applicable) one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.

- (b)** Applicable beyond a four hundred seventy-five (475) kilometer radius of the centers of the cities in which Local Unions are located (excluding National Parks and Northwest Territories)

When an Employee is directed or dispatched to work on an out-of-town job which will last at least five days, the Employer will provide, on a seven (7) days per week basis:

- (i) camp accommodation; or
- (ii) mutually agreed room and board; or

- (iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred ~~ten~~ dollars (\$110.00) per day except for the following regions:

(Note – to ensure accurate and up to date subsistence rates established for specific communities and regions ~~as~~ posted go to www.clra.org and click on subsistencerates.)

Athabasca	\$120.00
Bonneyville	\$135.00
Canmore / Exshaw	\$155.00
Camrose	\$120.00
Cold Lake	\$135.00
Drumheller	\$130.00
Edson	\$125.00
Forestburg	\$110.00
Fox Creek	\$125.00
Ft. McMurray	\$195.00
Grande Prairie	\$130.00
Hanna	\$120.00
Hardisty	\$120.00
Hinton	\$135.00
Lloydminster .	\$145.00
Peace River	\$125.00
Pincher Creek/Waterton	\$140.00
Red Deer	\$125.00
Settler	\$120.00
Swan Hills	\$115.00
Wainwright	\$120.00
Whitecourt	\$130.00

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

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to clauses **11.05(a)(ii)** or **11.05(b)(ii)** above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered Employers' organizations, which committee shall make a final and binding decision within five days from the date of referral.

- (d)** The Parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these ~~three~~ options will satisfy the Employer's obligations pursuant to this article.
- (e)**
- (i)** In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
 - (i)** provide suitable room and board; or
 - (ii)** directly pick up the cost of the room and pay a meal allowance to be determined ~~as~~ is set out in this Article; or
 - (iii)** the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
 - (ii)** Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Building Trades of Alberta issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Building Trades of Alberta that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
 - (iii)** The Subsistence Review Committee will consist of one (1) representative appointed by the Building Trades of Alberta and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation ~~as~~ is necessary to determine whether the

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

in the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the Parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Articles 12.02 (b) and (c). The Umpire shall render **a** final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision **of** the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review **as** a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that **are** necessary to **carry** out the objects of this clause some guidelines are included;
 - (i) In the appropriate case the ability to decide on whether or not an increase in subsistence allowance

shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.

- (ii) To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.
- (iii) Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- (iii) The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
- (iv) Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

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

(f) Applicable to all Regions

(i)

Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work (or other days as set out in Article 11.05(b)).

- (i) To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return

to his primary Alberta residence due to the medical, work, site or weather conditions.

- (ii) In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
- (iii) It is expected that circumstances to which this provision applies will be of short duration.
- (iv) For the purposes of this Article, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

(ii) If an Employee chooses to leave before the completion of the shift without the consent of the Employer he will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an Employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.

(iii) All camps must meet the specifications set out in the Building Trades of Alberta and Construction Labour Relations - An Alberta Association 2010 - 2018 Camp Rules and Regulations, or any successor thereto.

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

(v) If an Employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the Employee shall be paid two hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings. Should the request to move from one room to another come from authorized persons employed by the Camp Manager or the Client, the Employee

must inform the Employer of the move by the following work day to be eligible for this payment.

NON-INDUSTRIAL - 11.06 to 11.14

Local Residents

- 11.06** The Parties agree that the early participation of qualified Local Resident Employees in work undertaken under this Agreement is most desirable and will be strongly promoted.
- 11.07** A Local Resident Employee shall be defined as a Union Member who has maintained his domicile within a seventy five (75) kilometer radius of a jobsite, for a minimum of six (6) months.
- 11.08** A Local Resident Employee shall not be entitled to the subsistence pay, turnaround leave, and initial & return travel provisions of the Collective Agreement.
- 11.09** The above Article shall not apply to any project for which daily travel applies from any of the cities in which Local Unions are centered (i.e. Edmonton or Calgary).
- 11.10** Where a Camp Kitchen is established and where ail workers, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to himself. in those instances where bagged lunches are provided to camp residents and hot soup is delivered to the job site, local residents shall also be entitled to receive hot soup.
- 11.11** Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

Transportation and Accommodation

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

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

Zone 1

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

is beyond reasonable walking distance, then the Employer shall provide transportation.

Zone 2

The area lying within the next one hundred (100) kilometers beyond the boundary of the free zones established above, is Zone 2. For any jobsite situated within this area the Employer shall supply transportation to and from the work site to the place of Accommodation or established central pick-up points, or, at his option, expressed by the Employer in writing, pay vehicle allowance at the rate of forty nine cents (49¢) per kilometer from the edge of the free zone, ~~to~~ the job and back, to each Employee who, by arrangement with the Employer uses his own vehicle to provide transportation outside the free zone.

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

Zone 3

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

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

or

- (ii) reasonable room and board;

or

- (iii) agreed subsistence allowance.

Zone 4

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

- (i) camp accommodation as noted above;

or

- (ii) reasonable room and board;

or

- (iii) agreed subsistence allowance.

Zone 5

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

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

11.13

(a)

- (i) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work (or other days as set out for Zones 4 and 5).
- (ii) To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to his primary Alberta residence due to the medical, work, site or weather conditions.
- (iii) In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
- (iv) It is expected that circumstances to which this provision applies will be of short duration.
- (v) For the purposes of this Article, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

- (b) If an Employee chooses to leave before the completion of the shift without the consent of the Employer he will not be entitled to

subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an Employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the shift **is** worked and half a day's subsistence if less than half a shift is worked.

- (c)** Effect of unauthorized absence on Room and Board Entitlement.

 - (i)** When an Employee fails to report when work is available on the working day immediately preceding or following bad weather or recognized holidays other than for unavoidable causes, he shall forfeit room and board for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an Employee fails to report to work on Friday when work is available, he shall forfeit room and board for Friday, Saturday and Sunday. When Sunday is not a working day and an Employee fails to report to work on Monday when work is available, he shall forfeit room and board for Sunday and for Monday. **An** Employee shall also forfeit room and board for absenteeism on any working day for other than unavoidable causes.
 - (ii)** Unavoidable cause shall be deemed any illness or **injury** other than caused by consumption of liquor and/or illicit drugs. The Employer may request proof **of** illness or injury by way of a letter from a medical doctor. .
- (d)** In cases of illness or injury the Employer may choose to provide transportation expenses to point of hire rather than provide room and board entitlements.
- (e)** Where the Employer's costs are fixed (**as** for Camp accommodation or long term room leases) the Employee shall not be back-charged for such fixed costs, but, where subsistence allowance is paid then the Employee shall not be paid for days missed as detailed above.

Vehicle Allowance

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

edge of the relevant free zone to the subject project times forty nine cents (\$0.49) per kilometer.

ARTICLE TWELVE - GRIEVANCE PROCEDURE

12.01 All time limits in this Article days are defined as week days (excluding Saturday, Sunday and Holidays). All time limits in this Article may be extended by the Parties to a specific date or for a specific time period by mutual written agreement.

In the event that either the Employer, Trade Division, or the Union wish to initiate a grievance regarding the interpretation, application, operation, or ~~an~~ alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by one party to the other within fifteen (15) days of the event giving rise to the grievance.

Every effort shall be made to resolve the grievance during this time period, however if a grievance has not been resolved within the preceding time frame of the Grievance Procedure, the grievance shall be advanced to a Joint Grievance Panel **12.02** (JGP) within twenty (20) days of the alleged violation of this Agreement, unless one of the Parties to the grievance serves written notice within twenty (20) days of the alleged violation of this Agreement of an intention to bypass the JGP in favour of referring the matter directly to Arbitration **12.03**.

12.02 Joint Grievance Panel

- (a)** The Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (b)** The Joint Grievance Panel shall hold a hearing into the matter within ten (10) days of being appointed and shall issue their recommendation forthwith, but in any event within three (3) days of the date the hearing was held.
- (c)** Each of the Parties shall advise the other, within five (5) days' of receipt of the recommendation as to whether they accept or reject the recommendation.

- (d) In the event the Parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the Parties shall implement the recommendation within ten (10) days or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (e) in the event either party determines that it is not prepared to accept the recommendation of the JGP, either party may then refer the matter to Arbitration within five (5) days) of receipt of the JGP recommendations.
- (f) No lawyers shall be permitted to participate in the JGP proceedings.

12.03 Arbitration

- (a) The Arbitration Board shall be comprised of one (1) member appointed by each of the Parties and a neutral chairman appointed by the appointed members. Each Party shall bear the expense of their appointee, and cost of the Arbitration Board Chair shall be borne by the unsuccessful Party, provided always, that the cost shall be limited to the actual cost of the Chair.
- (b) .If either party fails to appoint a member to the Arbitration Board within ten (10) days of the matter being referred to arbitration, or if the appointed members cannot agree on a neutral chairman within ten (10) days of the appointment of the second member, such appointments shall be made in accordance with the Labour Relations Code.
- (c) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fifteen (15) days of the appointment of the Chairman.
- (d) It shall not alter, amend, or change the terms of **this** Agreement. The majority decision of the Arbitration Board shall be final and binding on both Parties but if there is no majority award, the decision of the Chairman shall be the award.

ARTICLE THIRTEEN - UNION RIGHTS

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

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

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

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

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

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

13.04 The Employer agrees to employ only members in good standing of the Union **as long as** the Union can supply Members in sufficient numbers to take care of the Employer's needs. Employees dispatched from the relevant hiring hall to projects affected by this part of this Agreement shall be in possession of a dispatch slip. Dispatch slips may be sent to the Employer by fax **or** electronically when it is more practical to do so. If the Local Union cannot supply Members within forty-eight **(48)** hours after the request (excluding Saturdays, Sundays and holidays or days in lieu thereof), the Employer may obtain Carpenters elsewhere. Where possible, the Union will be notified of new Employees hired after the forty-eight **(48)** hours. Employees so employed shall, within fifteen (15) days after their commencement of work, apply to the Union for membership.

This clause shall also apply to Carpenter Apprentices and Carpenter Foremen.

As a hiring resource for the Employer, the Union shall maintain hiring halls (or their equivalent) in Calgary, and Edmonton.

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

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

13.06 There shall be a Safety Committee on all projects and a Carpenter shall be a member of the Safety Committee where a predominate or substantial number of Carpenters are employed on the project.

13.07 Drug and Alcohol Policy

(a) Concurrence

Except for the matters set out in articles **13.07(b)** and **(c)** below, the *Canadian Model* dated October 2005, **as** updated by the 2010 Addendum [the "*Canadian Model*"], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will **co-**operate with each other in achieving those purposes.

(b) Random Testing

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

(c) Site Access Testing and Dispatch Conditions

Notwithstanding any provisions **of** the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadiun Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be

applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section 5.5 of the *Canadian Model* dated October 2005 will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the *Canadian Model* with respect to such a positive test.

(d) Test Results

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

(e) Reasonable Cause and Post Incident Testing

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

13.08 Business Managers and/or Business Representatives shall have access to all projects or jobsites covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, Superintendent or person in charge, of his presence on the project. Nothing in this Clause shall be interpreted to restrict the right of the Employer or his Representative to temporarily refuse entry if circumstances warrant.

ARTICLE FOURTEEN - MANAGEMENT RIGHTS

14.01 The Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including right to select, hire, promote, transfer, or discharge any Employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling in accordance with the terms of this Agreement, except as expressly provided herein or by statute, the Employer is deemed to have retained the traditional rights of management.

ARTICLE FIFTEEN - JURISDICTIONAL DISPUTES

- 15.01** Any jurisdictional dispute is that dispute between the **Union** and any other Building and Construction Trade Union (s), or between the Employer and the Union, in respect to **an** assignment of trade jurisdiction to a particular Building and Construction Trade Union.
- 15.02** All jurisdictional disputes arising between the Parties to this Agreement with any of the affiliated trade organizations comprising the Building Trades of Alberta shall be settled in accordance with the procedural rules **as** stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order **35/95** dated the **18th** day of October 1995.
- 15.03** In any event, there shall be no work stoppage over any Jurisdictional Dispute.

ARTICLE SIXTEEN - SUBCONTRACTORS

Industrial Work

- 16.01 (a)** In respect to work which falls within the definition of **industrial work** as set out in Article **5.02**, the Employer shall engage only those Sub-contractors who are signatory or bound by this Agreement to perform work in the classifications herein contained.
- The Employer agrees to notify the Union of the name of such Sub-contractors prior to the Sub-contractor commencing work on the project.
- (b)** The Employer shall be responsible for the enforcement of this Article.

Non-Industrial Work

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

Notwithstanding the above, it is understood that should the Employer undertake certain Carpenters work that is normally performed by non-signatory subcontractors, then the Employer may continue to subcontract

this particular work at his discretion for the duration of this Collective Agreement without restriction.

ARTICLE SEVENTEEN - APPRENTICES

- 17.01** The employment of Apprentices shall be in accordance with the regulations of the Alberta Apprenticeship And Industry Training Act and Trade Regulations.
- 17.02** The ratio of Apprentices to Journeyman Carpenters shall be in accordance with the provisions of the Alberta Apprenticeship And Industry Training Act and Trade Regulations.
- 17.03** All Carpenter Apprentices shall be employed at work which will advance their knowledge of the carpentry trade.
- 17.04** All Apprentices employed shall make application for apprenticeship with Alberta Apprenticeship and Industry Training Board (or its' successor).

Pre-Apprentices

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

ARTICLE EIGHTEEN - HEALTH AND WELFARE FUNDS

18.01 The Employer shall contribute the amount set forth in the Schedule attached hereto to the Health and Welfare Fund. The said contribution shall be remitted in respect to each and every hour **an** Employee works within each of the respective territories.

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

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

18.02 Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Health and Welfare Fund identified in this Article.

18.03 The Employer shall forward Contributions payable to the Health and Welfare Fund by the fifteenth (15th) day of the following month accompanied by a report of particulars that the Employee has worked, on a reporting form **as** approved from time to time by the Trustees. Contributions may be remitted by cheque or direct deposit.

18.04 The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the Parties hereto.

18.05 The Employer by the execution of this Collective Agreement is bound to the Trust Agreement made **as** of the first day of August, 1975 A.D. between Local Union 1325 and those Employers signatory to a Collective Agreement, as if he has executed the Trust Agreement and accepts the status of an Employer thereunder, which said respective Trust Agreement is incorporated by reference into and becomes part **of** this Collective Agreement,

18.06 Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust

Agreement shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE NINETEEN - PENSION FUNDS

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

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

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

19.02 Upon the wages of an Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Pension Fund in this Article.

19.03 The Employer shall forward Contributions payable to the respective Local Union's Pension Fund, by the fifteenth (**15th**) day of the following month accompanied by a report of particulars on a reporting form **as** approved from time to time by the Trustees. Contributions may be remitted by cheque or direct deposit.

19.04 The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the Parties hereto.

19.05 The Employer by the execution of this Collective Agreement **is** bound to the respective Trust Agreements made **as** of the first day of June, 1975

A.D. between Local Union 1325 and the first day of April, 1975 A.D. and the Alberta Provincial Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and those Employers signatory to a Collective Agreement, as if he had executed the Trust Agreement and accepts the status of an Employer there under.

- 19.06** Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE TWENTY - ALBERTA TRAINING AND APPRENTICESHIP COMPETITION FUND

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

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

- 20.02** Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Local Training And Apprenticeship Committee identified in this Article and shall be forwarded by the Employer to the office hereinafter identified no later than the fifteenth (15th) day of following month.

- 20.03** The Employer shall forward Contributions payable to the Alberta Carpenter Training And Apprenticeship Competition Fund, by the fifteenth (15th) day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees. Contributions may be remitted by cheque or direct deposit.

- 20.04** The Training And Apprenticeship Committee shall have the right to take action with respect of failure of the Employer to comply with any term or condition of this Article, and shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

ARTICLE TWENTY-ONE - GRIEVANCE

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

Article Eighteen: Health & Welfare
Article Nineteen: Pension
Article Twenty: Alberta Carpenter Training and Apprenticeship Competition Fund

shall be determined exclusively by the following procedure.

- 21.02** Either the Union or the Employer may institute the grievance by giving a notice in writing stating:

- (a)** Nature of the grievance.
- (b)** Time, date and location of the hearing **as** determined by the party filing the grievance (which shall not be less than twenty (20) calendar days from the date of the mailing of the notice).

A grievance notice may combine grievances with respect to violations of one or more of Articles Eighteen, Nineteen or Twenty. The notice shall be sent by single registered mail to the address of the party grieved against which is on record with the Trustees of the respective Fund. Service of such notice by the party to whom it is sent shall be deemed to be on the twelfth (12th) day after the day of mailing.

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

David Tettensor
Alan Beatty
Andy Sims

- 21.04** if all of the aforesaid Arbitrators are unwilling or unable to act, either party may request an appointment by the Minister of Labour of the Province of Alberta.

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

ARTICLE TWENTY-TWO - DELINQUENT PAYMENTS TO FUNDS

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

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

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

kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE TWENTY-THREE - CARPENTERS DUES SUPPLEMENT FUND

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

ARTICLE TWENTY-FOUR - JOINT LABOUR MANAGEMENT COMMITTEE

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

ARTICLE TWENTY-FIVE - PROHIBITION OF STRIKES OR LOCKOUTS

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

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

ARTICLE TWENTY-SIX - SAVING CLAUSE

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

ARTICLE TWENTY-SEVEN - DUES ASSESSMENT

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

- (a)** in satisfaction of the Employers' obligations to the Association under section **165** of the Alberta Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to Construction Labour Relations - **An** Alberta Association (the "C.L.R.") the contribution rates for C.L.R. sponsored initiatives, and the hourly dues levied by the C.L.R. pursuant to section **165** of the Code and pursuant to this Collective Agreement. The amounts of the contribution rates and dues shall be established by the C.L.R., and any or all of them may be changed by the Board of Directors of Construction Labour Relations - **An** Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient.
- (b)** In the event of a failure on the part of any Employer to contribute to the Association the contribution rates and dues required to be contributed pursuant to section **165** of the Labour Relations Code and pursuant to this Letter **of** Understanding, the Association may, at the sole choice and prerogative of the Association, collect the dues **as** a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association in its own name against the subject Employer. Such a grievance may be referred by the Association to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The Parties to the grievance for the purposes of appointment of the Arbitration tribunal shall be the Association and the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

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

ARTICLE TWENTY-EIGHT - ENABLING

- 28.01** It is recognized that from time to time certain terms and conditions of employment for Carpenters may require alteration from those contained in this Collective Agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Any request to alter terms and condition of employment can be initiated by the Employer, Trade Division, or Regional Council.
- 28.02** Any modification to terms and conditions of employment will be finalized in writing by the Executive Secretary of the Regional Council, or his designate, plus a representative of the Trade Division. All enabled conditions will be available to any signatory contractor applying for enabling and bidding the work on which enabled conditions apply.
- 28.03** Where mutual agreement is not achieved such request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 28.04** The Parties agree to meet at least twice per year to review the effectiveness of the enabling process, labour market conditions, and attempt to develop plans to enhance the effectiveness of the enabling process.

ARTICLE TWENTY-NINE - CANADIAN FORCES RESERVES

- 29.01** The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Force" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.

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

- 30.01** All monthly dues check-off payments due to the Carpenter Dues Supplement Fund [see Article 23] and Employer contributions for the Health & Welfare Fund [see Article 18], Pension Fund [see Article 19], Alberta Training And Apprenticeship Competition Fund [see Article 20],

shall be sent by the Employer to the Carpenters Joint Contribution and Dues Fund with payment made with one cheque or one direct deposit along with the appropriate reporting forms.

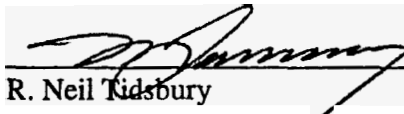
30.02

When such remittances are received by the Carpenters Joint Contribution **and** Dues Fund with one cheque or one direct deposit covering all check-off payments and Employer contributions for a given **month**, they shall be deemed to held in trust by the for their respective intended recipient as outlined in the articles identified above at Article **29.01**.

SIGNING PAGE

Signed this 18 day of May, 2011, by and between:


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


R. Neil Kidsbury
President

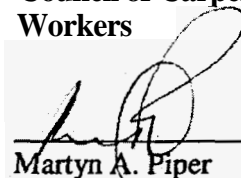
**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**


Greg Budd
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**


Paul Zafbatany
President

**Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers**


Martyn A. Piper
Executive Secretary Treasurer

**JOB TARGETING APPENDIX
of the
Collective Agreement
entered into by and between
Construction Labour Relations - An Alberta Association
Carpenters (Provincial) Trade Division**

and

**Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:**

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

pursuant to Registration Certificate Number 51

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1st, 2011 to April 30th, 2015 as set out in the said Collective Agreement, and

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

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

Now Therefore It Is Agreed As Follows:

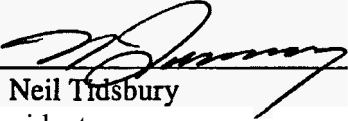
- 1** Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Coordinating Committee of Registered Employers' Organizations and of the Building Trades of Alberta agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.
- 2** This Job Targeting Appendix shall remain in effect until terminated on sixty (60) days notice by either party or until April 30, 2015, whichever is the earlier. It is further understood that the Parties shall meet periodically to review the application and operation of this Job Targeting Appendix and may amend the terms or operation of this Appendix at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Appendix, where there has been agreement upon special terms and

conditions of employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.

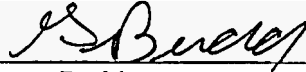
This Job Targeting Appendix shall be attached to and **part of** the Collective Agreement entered **into** between the Parties pursuant to registration certificate number 51.

Signed this 19th day of May, 2011, by and between:


Construction Labour Re
An Alberta Association
Carpenters (Provincial) Trade Division


R. Neil Tidsbury
President

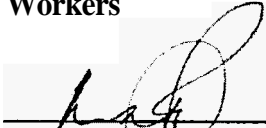
United Brotherhood of Carpenters
and Joiners of America
Local Union #1325


Greg Budd
President

United Brotherhood of Carpenters
and Joiners of America
Local Union #2103


Paul Zarbatany
President

Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers


Martyn A. Piper
Executive Secretary Treasurer

LETTER OF UNDERSTANDING

by and between
Construction Labour Relations • **An** Alberta Association
Carpenters (Provincial) Trade Division
(the "Association")

and

Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to **as** the "Regional Council"]
on its own behalf, and on behalf of:

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

and

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

Re: Province Wide Dispatch System Requirements

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1st, 2011 to April 30th, 2015 as set out in the said Collective Agreement, and

Whereas, 'the Parties mutually desire to implement and enhance the efficiency of a province-wide dispatch system, and

Whereas the Parties have agreed that it is necessary for the functioning and efficiency of the dispatch system that the Dispatcher and the relevant steward receive timely information respecting reporting for employment and termination of employment,

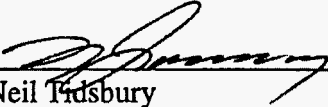
Now Therefore It **Is** Agreed between the Parties hereto that:

- 1 The Employer shall notify the person designated by the Union **as** the "Dispatcher", and the relevant Steward, of the name of each Employee who has voluntarily terminated employment (quit), each Employee who has been laid off, and each Employee whose employment **has** been terminated by the Employer. Such notification shall be given as soon as practicably possible after the respective quit, lay off, or termination. Failure to provide such notification in a timely fashion will not affect or negate the severance of employment.
- 2 The Employer, shall give to the Steward a copy of any dispatch slips for Employees hired by the Employer.

- 3 In each case (notification of termination of employment, and copy of the dispatch slip), the Parties shall devise efficient and convenient ways of carrying out the requirements.
- 4 This Letter of Understanding shall be reviewed after April 30th, 2015, and shall be amended and/or continued by mutual agreement, or terminated by either or both Parties in the event it is deemed to be ineffective or otherwise unsatisfactory.
- 5 This Letter of Understanding shall be attached to and part of the Collective Agreement between the Parties hereto.


Signed this 19th day of May, 2011, by and between:

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




R. Neil Tidsbury
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**



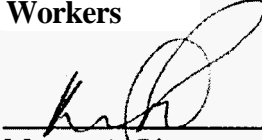
Greg Budd
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**



Paul Zarbatany
President

**Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers**



Martyn A. Piper
Executive Secretary Treasurer

Letter of Understanding
entered into by and between
Construction Labour Relations - **An** Alberta Association
Carpenters (Provincial) Trade Division
(the "Association")
and
Alberta And Northwest Territories (District **Of** Mackenzie) Regional Council **Of**
Carpenters And Allied Workers
[hereinafter referred to **as** the "Regional Council"]
on its own behalf, and on behalf of:
United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary
(each of which Unions is hereinafter referred to **as**
the "Union" or the "Local Union")
United (the "Union")

Special Project Needs

Whereas the Parties have entered into a Collective Agreement, pursuant to Registration Certificate #51, which shall remain in effect from May 1st, 2011 through April 30, 2015 **as** set out in the said Collective Agreement, and

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

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

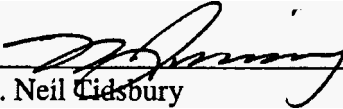
Now Therefore It Is Agreed **As** Follows:

- 1 A Special Project Needs Agreement ["SPNA"] shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
- 2 **An** Owner is **an** organization developing an Industrial Construction project in Alberta.
- 3 A Contractor shall be **a** General Contractor on the date of application bound by at least four **(4)** Registration Collective Agreements.
- 4 The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.

- 5 **An** Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the "Coordinating Committee") and shall specify the location of the project and the scope of the work to be performed.
- 6 If the project gate is beyond daily commuting distance (beyond 125 km of the city centre of either Calgary or Edmonton) the SPNA for the project shall be in the form Template A posted at www.clra.org and www.albertacarpenters.com .
- 7 If the project gate is within daily commuting distance (within 125 km. of the city centre of either Calgary, or Edmonton or within 45 km. of the city centre of Red Deer) the SPNA for the project shall be in the form Template B posted at www.clra.org and www.albertacarpenters.com .
- 8 Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
- 9 Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
- 10 Upon the filing of a grievance under clause 9, all other grievance steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under Article 12 of this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
- 11 Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31st day after the SPNA is received from the Chair of the Coordinating Committee.
- 12 This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.
- 13 Special project needs may also be addressed by the Parties, on their own or in concert with others, by agreement.
- 14 This Letter of Understanding shall be attached to and be part of the Collective Agreement between the Parties hereto.

Signed this 19th day of May, 2011, by and between:

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




R. Neil Cidsbury
President

**United Brotherhood of Carpenters
and Joiners of America
L o d Union #1325**




Greg Budd
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**



Paul Zarbatany
President

**Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers**



Martyn A. Piper
Executive Secretary Treasurer

LETTER OF UNDERSTANDING

by and between
 Construction Labour Relations • An Alberta Association
 Carpenters (Provincial) Trade Division
 (the "Association")

and

Alberta And Northwest Territories (District Of Mackenzie) Regional Council **Of**
 Carpenters And Allied Workers
 [hereinafter referred to **as** the "Regional **Council**"]
 on its **own** behalf, and on behalf of:

United Brotherhood Of Carpenters And Joiners **Of** America,
 L o d # 1325, Edmonton
 and
 Local # 2103, Calgary
 (each of which Unions is hereinafter referred to **as**
 the "Union" or the "Local Union")
 United (the "Union")

Re: Compensation for Employees Drawing Pension Payments

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1st, 2011 to April 30th, 2015 as set out in the said Collective Agreement, and

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

Now Therefore It Is Agreed **As** Follows:

- 1 Journeyman Employees who are receiving Pension Trust Fund benefits shall be compensated in accordance with the below schedule.

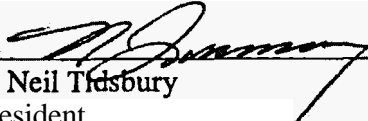
Effective Date	Base Wage	Hol. & V.P.	H & W	Pension	Training	Total Wage
Journeyman 01.May.11	43.49	4.35	1.40	0.00	.55	49.79

- 2 Forthwith after wage adjustments are calculated in accordance with the Letter of Understanding respecting Wage Determination, the above schedule shall be updated, by adding to the then base wage \$4.86, and adding to the then Holiday and Vacation Pay \$0.49.

- 3 The above calculations shall be reviewed prior to the termination of the Collective Agreement to determine the applicability and appropriateness of the adjustment amounts.
- 4 This Letter of Understanding shall be attached to and part of the Collective Agreement between the Parties hereto.


Signed this 15th day of May, 2011, by and between:

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




R. Neil Tidsbury
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**



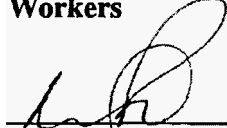
Greg Budd
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**



Paul Zarbatany
President

**Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers**



Martyn A. Piper
Executive Secretary Treasurer

LETTER OF UNDERSTANDING

by and between
Construction Labour Relations • An Alberta Association
Carpenters (Provincial) Trade Division
(the "Association")

and

Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to as the "Regional Council"]
on its own behalf, and on behalf of:
United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton

and

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

Re: Carpenters and Scaffolders

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1st, 2011 to April 30th, 2015 as set out in the said Collective Agreement, and

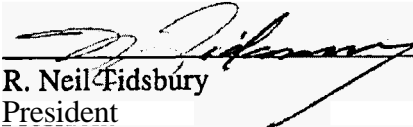
Whereas, the Parties mutually desire to explore compensation and credentialing of carpenters and scaffolders, but failed to fully address **this** matter during the course of collective bargaining, and

Now Therefore It Is Agreed between the Parties hereto that:


- 1 Representatives of the Parties agree to meet during the term of the Agreement to discuss wage rates and certification issues relative to Carpenters **and** Scaffolders.
- 2 Such discussions shall be convened at the call of either Party, with reasonable notice and good faith efforts to accommodate calendars.
- 3 This Letter of Understanding shall be attached to and part of the Collective Agreement between the Parties hereto.

Signed this 19th day of May, 2011, by and between:


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


R. Neil Fidsbury
President

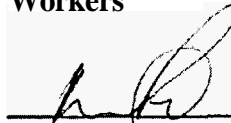
**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**


Greg Budd
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**


Paul Zarbatany
President

**Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers**


Martyn A. Piper
Executive Secretary Treasurer

LETTER OF UNDERSTANDING

by and between
Construction Labour Relations - An Alberta Association
Carpenters (Provincial) Trade Division
(the "Association")
and
Alberta And Northwest Territories (District Of Mackenzie) Regional Council **Of**
Carpenters And Allied Workers
[hereinafter referred to **as** the "Regional Council"]
on its own behalf, and on behalf of:
United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary
(each of which Unions is hereinafter referred to **as**
the "Union" or the "**Local** Union")
United (the "Union")

Re: Rapid Site Access Program

Whereas

The Parties are committed to creating a safer, healthier workplace **free** of risks associated with alcohol and/or other drug use. Historical trends suggest meeting the aforementioned objective will correlate to a reduction in workplace incidents,

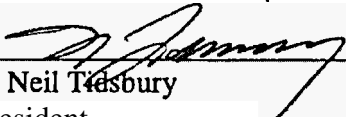
- 1) The Parties intend to reduce redundant substance testing and related costs, and to expedite access to participating worksites,
- 2) Alcohol and other drug work rules are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 3) Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information, and
- 4) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers,
- 5) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and if necessary, accommodation strategies. investment in professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the Canadian Model and if necessary recovering from **an** addiction and or dependency to alcohol or other drugs.

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


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

Signed this 19th day of May, 2011, by and between:


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


R. Neil Tidsbury
President


**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**


Greg Budd
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**


Paul Zarbatany
President

**Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers**


Martyn A. Piper
Executive Secretary Treasurer

LETTER OF UNDERSTANDING

by and between
Construction Labour Relations • An Alberta Association
Carpenters (Provincial) Trade Division
(the “Association”)

and

Alberta And Northwest Territories (District Of Mackenzie) Regional Council **Of**
Carpenters And Allied Workers
[hereinafter referred to **as** the “Regional Council”]
on its own behalf, and on behalf of:
United Brotherhood Of Carpenters And Joiners Of America,
Local # **1325**, Edmonton

and

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

Re: Referral for Case Managed Aftercare

Whereas

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

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

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

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

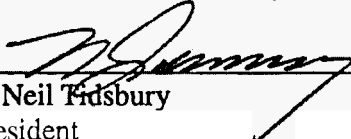
Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

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

- 1) Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Organizational Health Incorporated (third party professionals). Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any Collective Agreement for which the Union is signatory. Substance abuse expert recommendations shall be shared with a contractor **only** if they are in respect to a current Employee, one that has contravened article 3 of the Canadian Model⁽¹⁾ while in the employ of that Employer.
- 2) Service providers including Organizational Health Incorporated will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.
- 4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.


Signed this 19th day of May, 2011, by and between:

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




R. Neil Fidsbury
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**



Greg Budd
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**



Paul Zarbatany
President

**Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers**



Martyn A. Piper
Executive Secretary Treasurer

¹ 3. Alcohol and Drug Work Rule

3.1 An Employee shall *not*

- (a) use, possess or offer for sale alcohol and drugs or any product or ~~device~~ that may be used to attempt to tamper with any sample for a drug or alcohol test ~~while~~ on company property or at a company workplace,
- (b) report to ~~work~~ or work
 - (i) with an alcohol level equal to or ~~in~~ excess of 0.040 grams per 210 litres of breath.
 - (ii) with a drug level for the drugs set out...[in the Canadian Model]...equal to or ~~in~~ excess of the concentrations ~~set~~ out...[in the Canadian Model],
 - or
 - (iii) while unfit for work on account of the use of a prescription or nonprescription drug,
- (c) refuse to
 - (i) comply with a request made by a representative of the company under 4.3 [of the Canadian Model],
 - (ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 [of the Canadian Model], or
 - (iii) provide a sample for an alcohol and drug test under 4.8 [of the Canadian Model],
- (d) tamper with a sample for an alcohol and drug test given under 4.8 [of the Canadian Model].

Letter of Understanding
by and between
Construction Labour Relations • An Alberta Association
Carpenters (Provincial) Trade Division
(the “Association”)
and
Alberta And Northwest Territories (District Of Mackenzie) Regional Council Of
Carpenters And Allied Workers
[hereinafter referred to as the “Regional Council”]
on its own behalf, and on behalf of:
United Brotherhood Of Carpenters And Joiners Of America,
Local # 1325, Edmonton
and
Local # 2103, Calgary
(each of which Unions is hereinafter referred to as
the “Union” or the “Local Union”)
United (the “Union”)

Re: Wage Determination

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 51, and

Whereas, together with other Parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

1 Definitions and Application

- (a) **“CPI Change”** shall be the percentage change in the Alberta All Items Consumer Price Index over a twelve month period. For a January calculation, the CPI Change shall be difference between the index for December of the year just ended, and December of the previous year. For a July calculation, the CPI Change shall be the difference between the index for June of that year and June of the previous year. The Index shall be that published at <http://www40.statcan.gc.ca/101/cst01/cpis01j-eng.htm>.
- (b) **“Oil Price”** shall be the average of the prices posted for West Texas Intermediate Oil, in current **\$US**, over the six months prior to the month of a calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>

- (c) **“Group 4 Average Wage”** shall, with reference to the Consolidation Order issued in respect to the 2011 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month April prior to a calculation.
- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the **gross** rates for other classifications calculated from the journeyperson rate accordingly.
- (e) A wage adjustment shall not be less than zero.

2 2012

- (a) A calculation shall be performed in January of 2012. The wage adjustment for 2012 shall be the greater of CPI Change and 2%, to a maximum adjustment of 4%.
- (b) The adjustment to take effect in May shall be one half the amount determined in (a) above, multiplied by the Group 4 Average Wage.
- (c) The adjustment to take effect in November shall be one half of the amount determined in (a) above, multiplied by the journeyperson **gross** wage rate stipulated in the Collective Agreement effective April 1st, 2012.

3 2013 and 2014

- (a) The wage adjustment to be effective in May of each year shall be calculated in January of that year, and the wage adjustment to be effective in November of each year shall be calculated in July of that year.
- (b) The wage adjustment for May shall be:
 - (i) If Oil Price is less ~~than~~ \$60, zero.
 - (ii) If Oil ~~Price~~ is \$60 or greater, but less than \$90, one half of CPI Change multiplied by Group 4 Average Wage.
 - (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.

- (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
 - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by Group 4 Average Wage.
- (c) The wage adjustment for November shall be:
- (i) If Oil Price is less than \$60, zero.
 - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by the journey person gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by the journey person gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by the journey person gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by **the** journey person gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

4 Wage Schedules

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom.

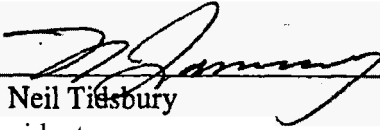
5 Effective Dates

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


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

Signed this 19th day of May, 2011, by and between:


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


R. Neil Tiesbury
President


**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**


Greg Budd
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #2103**


Paul Zarbatany
President

**Alberta and Northwest Territories
(District of MacKenzie) Regional
Council of Carpenters and Allied
Workers**


Martyn A. Piper
Executive Secretary Treasurer

Schedule 1: Example Calculations

The following are examples only, for the purposes of explaining the formulae in the Letter of Understanding re Wage Determination, and are not to be used for determining compensation.

Example 1: January 2012 Calculation for Trade X:

Hypothetically:

- Gross Wage Rate for Trade X = \$54.00
- CPI Change December 2010 - December 2011 = 1.5% (under the 2% minimum).
- Group 4 Average Wage = \$55.00
(Assume the Total of the industrial Gross Rates Effective on April 1st, 2012 for Boilermaker, Bricklayer Refractory, Carpenter, Electrician, Millwright, and Pipefitter, divided by 6 = \$55.00)

May 2012 increase for Trade X: $(2\% \div 2) \times \$55.00 = \0.55
 November 2012 increase for Trade X: $(2\% \div 2) \times \$54.00 = \0.54

Example 2: January 2013 Calculation for Trade X:

Hypothetically:

- Oil Price Average, July –December 2012 = \$96.66
- CPI Change December 2011 - December 2012 = 1.5%.
- Group 4 Average Wage April 1st, 2013 = **\$55.00**

May 2013 increase for Trade X $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$55.00 = \$0.55$

Example 3: July 2013 Calculation for Trade X:

Hypothetically:

- April 1st, 2013 Gross Wage Rate for Trade X = **\$54.00**
- Oil Price Average, January - June, 2013 = \$91.55
- CPI Change June 2012 –June 2013 = 1.5%.

November 2013 increase for Trade X: $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$54.00 = \$0.54$

Check against 2013 annual 5% limit:

$\$0.55 + \$0.54 = \$0.99$, which is less than the 2013 limit of $\$54.00 \times 5\% = \2.70

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

Effective Date	Base Wage	Hol. & V.P.	H & W	Pension	Training	Total Wage
Journeyman						
01.May.11	38.63	3.86	1.40	6.60	.55	51.04
4th Yr Apprentice						
01.May.11	34.77	3.48	1.40	6.60	.55	46.80
3rd Yr Apprentice						
01.May.11	30.90	3.09	1.40	6.60	.55	42.54
2nd Yr Apprentice						
01.May.11	27.04	2.70	1.40	6.60	.55	38.29
1st Yr Apprentice						
01.May.11	23.18	2.32	1.40	6.60	.55	34.05

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

Effective Date	Base Wage	Hol. & V.P.	H & W	Pension	Training	Total Wage
Journeyman						
01.May.11	34.29	3.43	1.40	3.62	.10	42.84
06.May.12	35.26	3.53	1.40	3.62	.10	43.91
05.May.13	36.26	3.63	1.40	3.62	.10	45.01
04.May.14	37.29	3.73	1.40	3.62	.10	46.14
4th Yr Apprentice						
01.May.11	30.86	3.09	1.40	3.62	.10	39.07
06.May.12	31.73	3.17	1.40	3.62	.10	40.02
05.May.13	32.63	3.26	1.40	3.62	.10	41.01
04.May.14	33.56	3.36	1.40	3.62	.10	42.04
3rd Yr Apprentice						
01.May.11	27.43	2.74	1.40	3.62	.10	35.29
06.May.12	28.21	2.82	1.40	3.62	.10	36.15
05.May.13	29.01	2.90	1.40	3.62	.10	37.03
04.May.14	29.83	2.98	1.40	3.62	.10	37.93
2nd Yr Apprentice						
01.May.11	24.00	2.40	1.40	3.62	.10	31.52
06.May.12	24.68	2.47	1.40	3.62	.10	32.27
05.May.13	25.38	2.54	1.40	3.62	.10	33.04
04.May.14	26.10	2.61	1.40	3.62	.10	33.83
1st Yr Apprentice						
01.May.11	20.57	2.06	1.40	3.62	.10	27.75
06.May.12	21.16	2.12	1.40	3.62	.10	28.40
05.May.13	21.76	2.18	1.40	3.62	.10	29.06
04.May.14	22.37	2.24	1.40	3.62	.10	29.73

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