

**PROVINCIAL
MILLWRIGHTS
COLLECTIVE AGREEMENT**

between

**Construction Labour Relations - An Alberta Association
Millwrights (Provincial) Trade Division #49**

and

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

May 7th, 2023 to April 30, 2025

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**PROVINCIAL
MILLWRIGHTS COLLECTIVE AGREEMENT**

May 7th, 2023 - April 30, 2025

- Between -

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

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

**on behalf of and as agent for all Employers who are affected
by the operation of Registration Certificate No. 49**

hereinafter referred to as the "Employer(s)"

Party of the First Part

and

**Millwrights, Machinery Erectors and Maintenance Union 1460 of the United Brotherhood
of Carpenters and Joiners of America
[hereinafter referred to as the "Local Union" or "Union"]**

Party of the Second Part

WHEREAS the parties hereto have bargained collectively and have reached agreement respecting the provisions to be included within the Collective Agreement as follows:

ARTICLE ONE - TERM OF AGREEMENT

- 1.01** The provisions of this Agreement, except as otherwise set out, shall come into effect on May 7th, 2023, and shall remain in effect until April 30, 2025.
- 1.02** After April 30, 2025 this Agreement shall continue in full force and effect from year to year unless the provisions of clause 1.03 are complied with.
- 1.03** Should either Party hereto wish to change, add to, delete, amend or cancel any clause or provision contained in this Agreement, notice in writing shall be given to the other Party hereto not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry of the term of the Collective Agreement. Should such notice be given this Agreement will continue in force until such time as the Union or Employer commence a lawful strike or lockout or conclude a new Collective Agreement.

ARTICLE TWO - SCOPE

- 2.01** Each Employer in accordance with the scope of its own certification or subsisting voluntary recognition recognizes the Union as the sole and exclusive bargaining representative for all journeymen and apprentices employed in the Industrial Mechanic (Millwright) trade on work within the scope of this Collective Agreement.
- 2.02** The Union recognizes the Registered Employers' Organization (REO) as the sole and exclusive bargaining representative of all Employers bound by this Collective Agreement.
- 2.03** The area jurisdiction of Local 1460 includes all parts of the Province of Alberta and as such the terms of this Collective Agreement shall apply to all parts of Alberta.

ARTICLE THREE - WAGES AND OTHER EARNINGS

3.01 (a) The minimum hourly wage rate for an Industrial Mechanic (Millwright) shall be as follows:

Effective May 7th, 2023	Base Rate	VP & SHP	H&W	Pension	Training	Gross Wage
General Foreman	\$7.50					
May 7th, 2023	TBD					\$76.41
May 5th, 2024	TBD					\$79.27
Foreman	\$5.50					
May 7th, 2023	TBD					\$74.21
May 5th, 2024	TBD					\$77.07
Journeyman	100%					
May 7th, 2023	TBD					\$68.16
May 5th, 2024	TBD					\$71.02
4th Year Apprentice	(95%) 6 Months Served/50% AIT Hours					
May 7th, 2023	TBD					\$63.34
May 5th, 2024	TBD					\$66.05
4th Year Apprentice	(90%) After Pass Exam					
May 7th, 2023	TBD					\$60.52
May 5th, 2024	TBD					\$63.09
3rd Year Apprentice	(85%) 6 Months Served/50% AIT Hours					
May 7th, 2023	TBD					\$57.69
May 5th, 2024	TBD					\$60.12
3rd Year Apprentice	80% After Pass Exam					
May 7th, 2023	TBD					\$54.87
May 5th, 2024	TBD					\$57.16
2nd Year Apprentice	(75%) 6 Months Served/50% AIT Hours					
May 7th, 2023	TBD					\$52.05
May 5th, 2024	TBD					\$54.19
2nd Year Apprentice	(70%) After Pass Exam					
May 7th, 2023	TBD					\$49.23
May 5th, 2024	TBD					\$51.23
1st Year Apprentice	(65%) 6 Months Served/50% AIT Hours					
May 7th, 2023	TBD					\$46.40
May 5th, 2024	TBD					\$48.26
1st Year Apprentice	60%					
May 7th, 2023	TBD					\$43.58
May 5th, 2024	TBD					\$45.30

- (b) All pension contributions remitted for apprentices shall be at 75% of the Journeyperson pension contribution rate.
- (c) Foreman rates will be Journeyperson rates plus \$5.50 per hour.
- (d) General Foreman rates will be Journeyperson rates plus \$7.50 per hour.
- (e) A supervisor (Foreman and General Foreman) shall be paid an additional one dollar and fifty cents (\$1.50) per hour if that person has achieved the Industrial Construction Crew Supervisor designation from Alberta Apprenticeship and Industry Training. This premium shall apply to all hours worked and shall not be pyramided.

Apprentices

- (f) All references to Industrial Mechanic (Millwright) Apprentices shall be governed by the Regulations of the Alberta Apprenticeship and Industry Training Act, excepting the wage rates, as they affect the Industrial Mechanic (Millwright) trade.
- (g) Apprentice Industrial Mechanics (Millwright) shall be paid on a percentage of the basic Journeyman rate as specified by the wage table in 3.01 (a).
- (h) The apprentice's next period increase will become effective on the first pay period following the date the Union presents to their Employer the notification of successful completion of a term. An apprentice will receive their increase to journeyman rate on the first pay period following the date his ticket becomes effective.
- (i) The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities, former military personnel 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.
- (j) The employer will employ a minimum of 25% apprentices of their total company wide Industrial Mechanic (Millwright) workforce in Alberta unless varied by mutual agreement between the employer and the union taking into consideration job circumstances.

Pensioner wages

- (k) Pension contributions shall not be payable in respect of a Member on or after November 30th of the calendar year in which the Member attains the age of seventy-one (71) years or such other maximum age prescribed under Canada's Income Tax Act. Such monies that would have otherwise been payable on behalf of the Member

as pension contributions shall be paid directly to the Member as a separate hourly payment exclusive of other wage-related earnings. (For clarity purposes, the payment is equal to the number of hours worked, multiplied by the pension contribution otherwise payable).

This provision will also be applicable to a member who is receiving pension benefits from the Millwright Local 1460 Pension Plan.

Benefit Contributions

- (1) Benefit contribution amounts will be mutually agreed between the parties and any changes to contribution levels will be set 60 days prior to the effective date of any changes. Before or upon ratification the union will determine how to allocate benefit contribution amounts establishing the effective wage and benefit schedule for the agreement. In the following years of the agreement, any changes to contribution levels will be mutually agreed upon by the parties.

3.02 Vacation Pay

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

3.03 Statutory Holidays

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

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First (1st) Monday in August	Day of Truth & Reconciliation

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

- 3.04** Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an employee's scheduled day off shall not affect the start date of the employee's return to work, or the rate of pay for that day.

- 3.05** When a general holiday occurs on a day on which employees are scheduled to work, an employee who opts to not work on the general holiday shall give the employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such an employee who is in a camp will not be required to pay for the room nor shall the employee be penalized for opting to not work.

3.06 No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.

3.07 In lieu of pay for the above recognized holidays the Employer shall pay an additional 4% of the employee's total hourly earnings each week, including overtime hours and premium time hours.

ARTICLE FOUR - HEALTH AND WELFARE

4.01 The Employer shall contribute the amount specified in Article 3.00 to the Millwrights Health and Welfare Trust Fund for Alberta for all hours WORKED by employees covered by this Agreement. All monies so accrued during a calendar month must be received at Millwrights Local 1460's offices no later than the fifteenth (15th) day of the month following.

4.02 The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

4.03 The above-mentioned Health and Welfare Trust Fund shall be equally and jointly trusteeed by Employer and Union representatives.

ARTICLE FIVE - PENSION PLANS

5.01 The Employer shall contribute the amount specified in Article 3:00 to the Millwrights Local 1460 Pension Trust Fund for all hours EARNED by employees covered by this Agreement. All monies so accrued during a calendar month must be received at Millwrights Local 1460's offices no later than the fifteenth (15th) day of the month following. All pension contributions remitted for apprentices will be at 75% of the amount specified in Article 3.00.

5.02 The Employer's liability to the Millwrights Pension Trust Fund of Alberta (Edmonton) or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

5.03 The above-mentioned Pension Trust Funds shall be equally and jointly trusteeed by Employer and Union representatives.

ARTICLE SIX - TRAINING FUNDS

6.01 The Employer shall contribute the amount specified in Article 3:00 to the Millwrights Local Union 1460 Training Trust Fund for all hours WORKED by employees covered by this Agreement. All monies so accrued during a calendar month must be received at Millwrights Local 1460's offices no later than the fifteenth (15th) day of the month following.

- 6.02 The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- 6.03 The above-mentioned Training Trust Fund shall be equally and jointly trusted by Employer and Union representatives.

ARTICLE SEVEN - HOURS OF WORK

- 7.01 The maximum of eight (8) hours shall constitute a normal day's work beginning at 7:00 a.m. and ending by 3:30 p.m. The maximum normal work week shall be forty (40) hours beginning Monday at 7:00 a.m. and ending Friday at 3:30 p.m. The above schedule is intended to represent a normal workday or work week and is not to be construed as a guarantee of hours of work per day or per week or with respect to days in a week.

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.

A change in start/quit times or lunch hours shall be applied for a minimum of one week on the jobsite. In no circumstances shall split shifts be created, unless mutually agreed between the parties in writing.

- 7.02 Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.
- 7.03 The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one-half (1½) times the applicable rate of pay. All other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.
- 7.04 For the purposes of calculating overtime hours, overtime shall normally be scheduled upon the completion of the regular days shift. When an Employee is required to work prior to the commencement of his regular shift, such time shall be considered as overtime.
- 7.05 All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay upon completion of employees required straight time hours as referred to in article 7.06.
- 7.06 All overtime hours per the work week will be payable if the scheduled straight time hours and overtime hours are worked as per the work week schedule, excluding excusable absences hours missed. If scheduled straight time hours are missed due to unexcused absences the worker must work their straight time hours scheduled before overtime hours are earned. The employee will notify the employer prior to shift start time, to be accepted as an excusable absence when circumstances arise beyond the workers' control.

7.07 Starting time shall be at the main brass shack or where there is no brass shack at the area designated by the Employer. Sufficient pick-up time will be allowed prior to quitting time. A suitable signal shall be provided to give starting and quitting time where feasible.

7.08 Show Up Time

- (a) Regular employees reporting to work shall be paid two (2) hours pay at regular rates if no work is available. Employees may be required to remain on site for these two (2) hours and perform any Industrial Mechanic (Millwright) work requested. New Employees requested to report for hiring shall be paid four (4) hours pay at regular rates if no work is available, plus applicable travel allowances, subsistence and meals. This clause shall not apply where the Employer has notified the union(s) in reasonable time that the employee is not eligible for re-hire for just cause.

Suspended Work

- (b) On a project to which Employees are supplied transportation and accommodation, and on which work is suspended for greater than 2 consecutive days for reasons beyond the control of the Employees and the Employer, the following shall apply:
- (c) Representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall jointly seek a meeting with the Owner to get a full understanding of the reasons for the suspension of work, and the anticipated duration of the suspension, and develop and implement a plan that best addresses the needs of the Employees, the Employers and the Owner.
- (d) If the suspension of work is anticipated to be greater than 3 days, the Employer shall facilitate transportation for any workers that wish to leave the project, to the nearest commercial transportation. Such workers will be permitted to return to the project, subject to the workforce requirements of the remaining work, on the next work cycle transportation.
- (e) Following the suspension of the work, representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall again meet with the Owner to evaluate the event and determine what, if any, additional measures should be implemented to best address the needs of the Employees, the Employers and the Owner.
- (f) If the Owner has suspended the work for operational needs and has requested that certain employees remain available for work at the site, the employees that remain available shall be paid the equivalent of a day's show up time for each day of the suspended work.

7.09 Work Breaks

- (a) Two (2) work (coffee) breaks of ten (10) minutes duration will be allowed each day during normal working hours, one in the first half and one in the second half of each shift or shifts. If overtime is worked beyond the normal working day, then the

employee will be allowed a coffee break at the end of the normal shift and every two (2) hours between meals thereafter. Such breaks to be taken in regular lunchroom or suitable enclosed, weatherproof, clean, heated areas.

- (b) On a compressed work week scheduled pursuant to Article 7.13, or on regular eight (8) hour days when two or more hours of overtime has been scheduled, employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen minutes (15) minutes in the second half of such shifts.
- (c) When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which workdays are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

7.10 Provisions for Meals on Overtime

- (a) When employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the 10th hour, to provide a meal at no cost to the employees, for those involved. One-half hour at the straight time rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than 5 hours after the last mealtime. Should an employee be requested to continue work, then an additional hot meal shall be supplied every 4 hours under the same conditions above.
- (b) Should an employee not be provided with meals as set out in the preceding paragraph, they shall receive an allowance of \$50 in lieu of the meal and the time to consume the meal.
- (c) Where a shift in excess of 11 hours but not longer than 12 hours is worked, and when camp accommodations are provided and a meal is provided at the end of the shift, no meal allowance shall be payable. When such shifts are worked, break times may be adjusted for efficiency and reasonableness. In such cases the Union Representative will be notified prior to the breaks being adjusted.

7.11 Where a supervisor is required to

- (i) start up to 1 hour earlier, or
- (ii) finish up to one 1 hour later, or
- (iii) start up to ½ hour earlier and finish up to 1/2 hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the

provisions of 7.10 (a) will not apply unless those provisions are applicable to the rest of the crew.

- 7.12** Where compressed work weeks are worked, recognizing emergency situations will arise, if the Contractor has not scheduled in excess of the ten (10) hour shift, the Contractor shall be granted a one (1) hour extension where the Contractor need not supply a hot meal or make payment in lieu of.

However, a 15-minute rest break paid at the applicable rate will be taken at the 10th hour. Under no circumstances shall any employee work more than eleven (11) hours without the adherence to clause 7.10.

7.13 Compressed Work Week

The regular hours of work may be worked, as an option, on the basis of four (4) days times ten (10) hours per day Monday through Thursday, provided always that once this option is applied, the contractor shall complete at least a full weeks work on this shift. This Monday to Thursday schedule may be varied by mutual consent between the Employer and the Union and such consent will not be unreasonably withheld. The above schedule is intended to represent a normal workday or work week and is not to be construed as a guarantee of hours of work per day or per week or with respect to days in a week.

- 7.14** Where this option is worked, pursuant to Article 7.13, all hours in excess of ten (10) hours per day Monday through Thursday, shall be paid for at two (2) times the applicable rate of pay. When the subsequent Friday is worked, the first ten hours shall be paid at one and one-half (1½) times the applicable rate of pay.

- 7.15** A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at double time (2x).

When a ten (10) on and four (4) off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least three working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

When job circumstances merit a change in the hours of work, the Employer shall notify the Union office at least seven (7) calendar days, where practical, before such change becomes effective.

7.16 Work Cycles

- (a) The parties understand and agree that on remote jobsites or where special conditions apply, scheduling of extended work weeks/days off may be beneficial to the completion of the work and in those circumstances the parties will mutually agree to a work schedule to meet job conditions. If a work schedule that is not currently addressed in the collective agreement is requested by the Owner for a specific project, the Parties agreement to implement the work schedule will not be unreasonably withheld. Such agreements will apply on a project-by-project basis.

14 & 7 Work Cycle

- (b) A work cycle for application only to a project beyond daily travel distance of Edmonton or Calgary will consist of 21 consecutive days, each of which will consist of 14 regularly scheduled days of work followed by 7 regularly scheduled days of rest. Each workday within a work week will consist of 10 regularly scheduled hours of work with a ½ hour unpaid lunch break occurring at approximately mid shift and 2 paid 15-minute paid work breaks, 1 occurring at approximately the middle of the first half of the shift and the other at approximately halfway through the second half of the shift.
- (c) In each shift the first 1½ scheduled hours of work and the 9th and 10th scheduled hours of work will be paid at 1.5 times. The 6½ regularly scheduled hours of work in between the first 1½ scheduled hours of work and the 9th scheduled hour of work will be paid at straight time rates.
- (d) Each work cycle will be followed by 7 consecutive scheduled days of rest, a “furlough”. The combination of the 14 scheduled days of work followed by the 7 scheduled days of rest will be referred to as a “14 and 7 work cycle”.
- (e) Work performed outside of the 10 scheduled hours of work in a day or on a scheduled day of rest will be paid at 1.5 times.
- (f) A worker who is transferred to a work cycle with a different start day must be provided with a minimum of 2 scheduled workdays’ notice. If the worker has requested the transfer, then overtime rates will not apply for days worked in the scheduled 7 days of rest. If the transfer is not as a result of a worker request, the worker shall be given a minimum of the scheduled 7-day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.

Shift Work

- 7.17** Shift work may be performed at the option of the Employer, however, when shift work is performed at least two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least three (3) consecutive regular working days. Should each of the shifts outlined above not continue for a period of three (3)

consecutive working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this portion of this Agreement.

- 7.18** Where a shift is commenced and has run for at least the three (3) consecutive days referred to above, should the shift terminate in the middle of the week, or an employee hires on in a week in which a shift ends, affected employee(s) shall only be entitled to shift premium on regular hours of work.

By mutual written email agreement, shifts may be established for periods of less than three (3) consecutive regular working days and in such an event, the deemed overtime that would otherwise be payable shall not apply.

- 7.19** The first shift shall work a normal shift as set out in clause 7.01 of this Agreement, with the applicable overtime rate after eight (8) hours of work.

- 7.20** Shifts commencing at any time after 3:00 p.m. shall be \$3.50 per hour greater than their applicable day time rate of pay. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.

- 7.21** No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate, plus shift differential, after each shift until a break of eight (8) consecutive hours occurs, exclusive of travel allowance.

- 7.22** When an employee loses a regular day through the implementation or termination of shift work, then the Employee shall be paid a regular days pay for the day lost.

- 7.23** Where the owner/client may require work to be done on a single shift basis at start/quit times that may be at variance with the start/quit for a regular shift, single shift operations shall be permitted subject to the payment of shift differential. The shift differential shall be paid on all hours worked and at the highest rate that the employee would have been entitled to if the operation would consist of more than one shift. Overtime shall be payable on all hours in excess of eight (8) hours per day and forty (40) hours per week and on Saturdays, Sundays, or Statutory Holidays.

ARTICLE EIGHT - PAYMENT CONDITIONS

- 8.01** Employers shall pay by direct deposit to the bank account of the employee's choice. Employees will be provided with an electronic pay summary on payday.

- 8.02** Not more than one calendar weeks' pay shall be held back.

- 8.03** All wages due shall be given to the employee upon termination. Notwithstanding the above, in circumstances where the employee is being paid by direct deposit the final pay will be paid on the next regular pay day when the time owing would have been normally payable.

- 8.04** The employer agrees to provide, a complete statement for every employee each pay period, in PDF, showing dates of the payroll period covered, social insurance number and showing separate totals of the following:
- (1) Straight time hours.
 - (2) Overtime hours.
 - (3) Shift premium paid.
 - (4) Statutory Holiday pay.
 - (5) Vacation pay.
- 8.05** The employer shall further provide each employee with a statement of earnings for each period showing all amounts deducted. A valid request will not be unreasonably denied by the employer if the employee can show they do not have the capability to access electronic records. Once approved a printed record of employment will be issued.
- 8.06** Employees must advise the payroll department of their employer if they believe their final pay is late. The Employer will then have two working days following notification to get the final pay cheque to the employee. Failure to do so will result in a penalty of four (4) hours at the applicable basic hourly rate of pay for each 24-hour period of delay beyond the two working days within which the pay should have been postmarked. Such intervals shall only be deemed to include working days and shall remain exclusive of 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.
- 8.07** Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from their 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.'
- 8.08** If the Employer determines that an error of overpayment has occurred, and the error has occurred within the previous six (6) months, the Employer shall promptly give notice in writing to the affected employee and the Union of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through one or more subsequent pay periods. The employee shall be given

three (3) working days to respond to the notice from the Employer. If the employee agrees with the error and the plan for correction of the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional three (3) working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.

If the employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union shall provide the Employer with the employee's last known contact information.

ARTICLE NINE - NOTICE OF TERMINATION OF EMPLOYMENT

- 9.01** When an employee's employment is terminated without cause by the Employer, a minimum of two (2) hours verbal notice shall be given to the affected employee. Within that time the employee shall use such period as they may deem to clear their affairs, i.e., safety equipment, tools, tool crib, accommodation, belongings, etc.
- 9.02** When an employee leaves of their own accord, they shall give the Employer two (2) hours' verbal notice of their intention.
- 9.03** When an employee is notified of their termination, the respective job steward shall be notified.
- 9.04** When a layoff occurs, members of the Local Union shall be given preference of employment over permit or applicant members in the work for which they are qualified. This clause will apply except by mutual agreement between the Employer and the Union.
- 9.05** Should a layoff of an employee occur while they are not on site, they shall be compensated two (2) hours pay, plus travel allowance where applicable providing the employee arrives back at the site to pick up their tools.
- 9.06** When an employee is terminated or laid off, the Employer shall make reasonable attempts to contact the employee to ascertain what address the tools are to be returned to. If no contact can be made or if the employee so wishes, the tools will be sent to the Union Hall.

ARTICLE TEN - TOOLS & WORKING CONDITIONS

- 10.01** The Employer shall provide a suitable lockfast place for the Industrial Mechanic's (Millwright) clothing, lunchroom, and for safe separate storage of the Industrial Mechanic's (Millwright) tools, which shall be weather-proofed, heated and suitably clean, and with sufficient room to permit proper storage, without stacking, of toolboxes.

10.02 The Employer must ensure the safety of members' tools against loss by fire, theft or damage while in company operations. The Employer agrees to repair or replace all items mentioned in Clause 10.03, and additional personal tools, if loss or damage is caused through negligence of the Employer. The Employer has the right to refuse accepting liability for the use of additional personal tools. If an Employee's tools are lost or destroyed due to fire, flood or forcible entry of their personal toolbox, job shack, or other suitable secured location while on a job site, they shall be replaced by the Employer within 30 days.

The Employer shall replace said tools with new tools of equal quality, providing the Industrial Mechanic (Millwright), in conjunction with an authorized Employer representative verifies the loss. Employees will provide the Employer with an itemized list of personal tools being brought onto the jobsite upon being hired. The employee's tools shall be subject to verification by the Employer upon employment. The onus on verifying the loss or damage rests with the member.

10.03 The following tools or their equivalents must be provided by the Industrial Mechanic (Millwright):

2	Pair of Vice Grip Pliers	1 st Year, 3 rd
2	Toolboxes	1 st Year, 3 rd
2	Locks	1 st Year
1	Set of Assorted Screw drivers	1 st Year
1	Set of ½” Drive Sockets to 1¼ “ and Metric Equivalent	1 st Year
2	Ball Peen Hammers (12 oz. and 32 oz.)	1 st Year
1	10’ Steel Tape	1 st Year
1	Set of Combination Wrenches to 1¼ “ and Metric	1 st Year
1	Set of Three Aviator Snips	2 nd Year
1	Set of Feeler Gauges 3½” to 4” Long	2 nd Year
1	6” Vernier Caliper or Dial Caliper	2 nd Year
1	Center Punch	2 nd Year
1	Scriber	2 nd Year
1	Set of Punches and Chisels	2 nd Year
1	Set of Allen Head Wrenches (Imperial and Metric)	2 nd Year
2	Alignment Bar (Pry Bar)	2 nd Year
1	Set of Adjustable Wrenches (8”,10”,12”)	2 nd , 3 rd , 4 th Year
1	Hack Saw	3 rd Year
1	Dead Blow Hammer	3 rd Year
1	Set of Dividers to 12”	3 rd Year
2	Plumb Bobs	3 rd Year
1	6” Precision Scale	3 rd Year
1	0” to 1” Outside Micrometer	4 th Year
1	50’ Steel Tape	4 th Year

1	Magnetic Base Compatible to Dial Indicator	4 th Year
1	Dial Indicator	4 th Year
1	12” Full Combination Precision Square Set	4 th Year
1	Inside Micrometer up to 12”	4 th Year

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

At the option of the Employer, employees may be hired without having to supply all the tools listed in this article.

- 10.04** Where employees transport their tools to jobs where initial and terminal travel allowance applies, the employees will receive eighteen cents (18¢) per kilometer in addition to their initial and terminal travel allowance. In circumstances when the employee is hired and is requested by the employer to not supply all the tools as listed in article 10.03 then this clause will not apply.
- 10.05** Apprentices shall be required to supply their own tools as described in the tool list as provided in 10.03.
- 10.06** All work within the scope of this Agreement requiring precision tools, qualifications, skills, and ability of an Industrial Mechanic (Millwright), shall be performed by members of the Union. Industrial Mechanics (Millwright) will not be requested to loan their tools in a manner which is unfair to other members or against the best interests of the Union.
- 10.07** Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated and will be maintained in a clean and sanitary condition.
- 10.08** Where no running tap water is available, fresh cool drinking water in approved sanitary containers shall be provided.
- 10.09** Employees who are working or are offered the number of hours of employment provided by this Agreement, shall not engage in their trade or any other work for payment on other projects after hours.
- 10.10** There shall not be any task work or piece work on projects covered by this Agreement.

ARTICLE ELEVEN - LOCAL RESIDENTS

- 11.01** (a) A local resident is an individual who resides within a seventy-five (75) kilometer radius of the center 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 all procedures and prerogatives set out in this agreement.

(b) Process for Determining Local Status

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

(c) Guidelines for determining "Real Residency"

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

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

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

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

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

11.05 Where a Local Resident Employee is required to work overtime, they shall be entitled to overtime meals in accordance with this Agreement.

11.06 The parties agree that the early participation of qualified local resident employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesmen will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the parties.

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.

ARTICLE TWELVE - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

12.01 DAILY COMMUTING

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

(i) A forty-five (45) kilometer radius free zone from the center of the cities of Edmonton or Calgary (Geodetic Monument) or around any place in which employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument of Edmonton is 101 Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone [subject to 12.01 (a)(i) and 12.01 (a)(ii)].

- (ii) 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.
 - (iii) 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.
- (b) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options:
- (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the employees, as a vehicle allowance, at the current rate per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance. The current rate is determined by the Coordinating committee and council (See example #2). This will be provided to the Union and posted as a Memorandum of Agreement (MOA) at www.clra.org
 1. The travel allowance shall be calculated based on traveling at 100 km per hour, at the employee's applicable base rate, from the point where the edge of the 45 km radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

Example: A Journeyperson member traveling in May of 2023 to a project located 50 road kilometers from the edge of the free zone at 100 km per hour each way would receive the following for each day worked:
 2. **Travel Allowance (example):**

100 km @ 100 km per hour = 1 hour at Journeyperson base rate =
Travel Total

Vehicle Allowance: 100 km @ \$0.65 cents per km. = **Total**

Travel Allowance + Vehicle Allowance = Total Allowance

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

3. The Coordinating Committee and the Alberta Building Trades Council 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 kilometres. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.
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- (c) When an employee is being paid subsistence allowance in accordance with Article 12.04 (a)(iii) or (b)(iii), and when there is no accommodation available within 45 km. of the project on which the employee is engaged, the employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometres beyond a 45 kilometre radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometre radius of the project becomes available, the payment of the travel allowance will cease.
 - (d) Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
 - (e) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
 - (f) When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of two (2) hours at the applicable straight time rate.

- (g) 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 travel allowance in as per 12.01(b) above if the employee uses their own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (h) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the employee shall be paid the normal rate for time traveled during the regular working day only.

12.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under 12.01(b) would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall.

The set values regarding the provision of Initial and Return Allowances, as they are determined, will be provided to the Union as a Memorandum of Understanding and will be posted at www.clra.org

- (b) When transportation is provided by the employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than a one day of rest scheduled within consecutive scheduled days), an employee, at the time of dispatch, will be allowed to elect to use the such employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article 12.01 (d).
 - (i) An employee who has elected collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation 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 employer provided 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 employer provided transportation for their 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 employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
 - (v) Notwithstanding the foregoing, an employee who has elected to use employer provided transportation and who is hired, laid off, or terminated on a day when such transportation 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.
- (c) Employees will qualify for and receive, with the next regular pay, initial transportation allowance to the job site after being employed at the site for either fifteen (15) calendar days or completion of the job, whichever is the lesser.

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

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.

12.03 ROTATIONAL LEAVE (TURNAROUNDS)

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

- (b) The Rotational Leave Allowances set shall be subject to review in January of each year of the Collective Agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to *[section for annual review based on Finance Canada bulletin]* the 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 2021, the vehicle allowance is increased by 4%, the allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May 2021.

- a. The set values regarding the provision of Rotational Leave Allowances as they are determined, will be provided to the Union as a Memorandum of Understanding and will be posted at www.clra.org
- (d) It is further understood and agreed that the above-described trips be on a rotation basis and at no time more than 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 following.
 - (i) For a project on which the 14 and 7 cycle applies and transportation is provided, no allowance will be paid nor leave permitted. If no transportation is provided leave shall be granted subject to (d) and the allowance shall be paid.
 - (i) For a project on which a 10 and 4 cycle applies and transportation is provided, leave will be granted subject to (d) and no allowance shall be paid. If no transportation is provided, leave shall be granted subject to (d) and the allowance shall be paid.

12.04 ACCOMMODATION, ROOM & BOARD

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

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

- (i) camp accommodation;
- (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. This rate per day throughout the Province of Alberta except for subsistence rates established for specific communities and regions will be provided to the Union and posted at www.clra.org. This agreement will be listed as the “*Memorandum of Agreement Re: Annual Provincial Subsistence Review*”.
- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (as applicable) one additional day's subsistence shall be paid, or camp provided, where available, for the use of accommodation for the night of the last day worked, provided that the Employee presents a bona-fide commercial receipt to the Employer for each occasion the accommodation is used. Where

the Employer or 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 workday other than a first or last day of a scheduled shift provided the employee reports for work on the workday immediately preceding and following the Statutory Holiday.

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

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

- (i) camp accommodation; or
 - (ii) mutually agreed room and board; or
 - (iii) reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance. This Rate per day, except for subsistence rates established for specific communities and regions will be provided to the Union and posted at www.clra.org. This agreement will be listed as the ***“Memorandum of Agreement Re: Annual Provincial Subsistence Review”***.
- (c) Employees failing to report for work on the workday immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.
- (d) In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses 12.04(a)(ii) or 12.04(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered employers' organizations, which committee shall make a final and binding decision within five days from the date of referral.
- (e) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the employer's obligations pursuant to this article.
- (f) In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the employer shall provide one of the following options:

- (i) provide suitable room and board; or
- (ii) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
- (iii) the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
 - (g) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Alberta Building Trades Council 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 Alberta Building Trades Council that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
 - (h) The Subsistence Review Committee will consist of:
 - One (1) representative appointed by the Building Trades of Alberta;
 - One (1) representative appointed by the Coordinating Committee of Registered Employers' Organizations;
 - One (1) representative appointed by the National Maintenance Council; and
 - One (1) representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and / or the General Presidents Agreement.

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

- (i) The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where Employees will be domiciled. In the event that the majority of the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that the majority of the committee agrees with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.
- (j) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days. The Umpire shall render a final and binding decision as to

whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

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

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

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

(m) Applicable to all Regions

- (i)** Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather and for whom it is not practical to return to their respective primary Alberta residence shall receive their board and room or daily allowance for those days they were scheduled to work, during the period such circumstances continue, up to a maximum of three (3) days.

- (ii)** If an employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from the employer, the employee will receive a prorated amount of subsistence based upon the number of hours the employee worked in the workday compared to the regularly scheduled hours of work for the day. If the employee leaves prior to the normal quitting time with the consent of the employer, they will receive the normal daily subsistence allowance for that day.
- (iii)** All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2018-2025 Construction Camp Rules and Regulations, or any successor thereto.
- (iv)** All grievances concerning a camp will be resolved through the Camp Accommodations Disputes Resolution Procedure provided in the B.T.A./C.L.R.A. 2018-2025 Construction 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.

ARTICLE THIRTEEN - GRIEVANCE PROCEDURE

13.01 Definitions

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

13.02 Application

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

13.03 Pre-Grievance Process

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

13.04 Grievance Process

- (a) If the issue is not resolved by the pre-grievance process, and the Union wishes to advance the issue, it must submit a formal grievance to the Employer within 14 days of the date the employee(s) became aware of the issue, utilizing the Grievance Form appended to this Agreement. When submitting the Grievance Form, the Union will include all relevant facts, details, and pertinent documentation it relies upon.

- (b) The Employer will investigate the grievance and provide a written response within 7 days of receipt of the Grievance Form, and will include all relevant facts, details, and pertinent documents it relies upon.
- (c) If the grievance is not resolved at this point, the Union may, within 7 days of receipt of the response, refer the grievance to the Joint Grievance Panel (“JGP”).
- (d) A & D or Policy grievances may only be referred to the JGP on agreement of both Parties. In the absence of agreement, these grievances are referred directly to Arbitration.

13.05 Joint Grievance Panel (JGP)

- (a) The JGP will consist of 2 Union and 2 Employer representatives appointed by the Parties from a standing roster. Representatives of the Employer or Union affected by the matter being heard may not be appointed to the JGP.
- (b) Alternatively, at the time of referral of the grievance, the Parties may agree to establish a Panel of 3 or 5 individuals, comprised of a neutral chair and an equal number of Union and Employer representatives from the roster. The neutral chair may be whomever the Parties to the grievance agree on. The cost of a neutral chair will be shared between the Parties.
- (c) Within 14 days of the grievance being referred to the JGP, the Panel will convene to hear the grievance. It is intended that the hearing will be less formal than an arbitration hearing. The rules of evidence will not be strictly applied, and the Parties will not be represented by legal counsel.
- (d) The JGP will issue a written recommendation, or advise it is unable to agree on a recommendation within 2 days of hearing the grievance.
- (e) If the Parties utilize a neutral chair, or prior to the hearing agree to be bound by the recommendation of the majority of the JGP, the recommendation is final and binding.
- (f) If the recommendation is not final and binding as described in (e), or if the JGP advises it is unable to agree on a recommendation, either Party may refer the grievance to arbitration within 7 days of receipt of the JGP’s communication.
- (g) The JGP roster will be established and maintained by the Union and Registered Employers’ Organization. The Union and Registered Employers’ Organization will provide a mandatory training and development program for appointees to the roster.

13.06 Policy Grievance

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

13.07 Arbitration

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

ARTICLE FOURTEEN - UNION RIGHTS

- 14.01** The Union shall appoint one (1) job steward per shift as a spokesperson on each project. Each job steward at the time of their appointment shall be a qualified journeyman and one of the workforce, or a fourth year apprentice.

14.02 Job Stewards

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

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

14.04 Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent, or person in charge, of their presence on the job. Nothing in this clause shall be interpreted to restrict the right of the Employer or their representative to temporarily refuse entry if circumstances warrant.

14.05 The Employer recognizes the Union as the exclusive bargaining agent for all the Employer's employees within the scope of this Agreement and within the proper jurisdiction of the Union. The Employer shall deal only with the authorized representative of the Union.

14.06 Lists of Millwrights on the job will be made available to job stewards. A Union approved referral slip, from the Business Representative listing those Millwrights dispatched must be shown to the job steward.

14.07 There shall be no transfer of job stewards from shift to shift without permission in writing from the Business Representative.

ARTICLE FIFTEEN - MANAGEMENT RIGHTS

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

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

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

ARTICLE SIXTEEN - JURISDICTIONAL DISPUTES

- 16.01** A jurisdictional dispute is that dispute between the Union and the Employer, both party to this Collective Agreement, in respect to an assignment of trade jurisdiction to a particular building trade union.
- 16.02** There shall be no stoppage of work or lockout due to jurisdictional disputes involving various trades. All work assignments shall be made in accordance with the Procedural Rules and Regulations of the Impartial Jurisdictional Disputes Board (or a successor agency) commonly referred to as the “Blue Book”.
- 16.03** Jurisdictional disputes are not grievable under Article Thirteen (13) of this Agreement, provided the steps in the Procedural Rules and Regulations of the Impartial Jurisdictional Disputes Board or a successor agency are available and have been complied with.
- 16.04** Notwithstanding 16.02 and 16.03, all jurisdictional disputes arising between the parties to this agreement with any of the affiliated trade organizations comprising the 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.

ARTICLE SEVENTEEN - UNION SECURITY

- 17.01** (a) When Millwrights are required, they shall be hired through the Union. Should the Union be unable to fulfill an order within three (3) working days, the Employer may obtain such tradespeople elsewhere, it being understood that such tradespeople, by meeting Union Tradespeople Qualifications, shall make application to join the Union within thirty (30) days.
- (b) Employees hired through the union hiring hall will be dispatched in the order they appear on the Union's out-of-work list with the following exceptions:
- (c) Employers may name request one employee out of every two Millwrights hired per project and all supervision. Employers may recall an employee who has not accepted work from another employer.
- (d) The union shall assist the Employer with collecting from the member the associated costs of the pre-access alcohol and drug tests, if the worker is dispatched from the union hall and fails the alcohol and/or drug test, refuses to test or is a no-show for the test.

FOREMEN

- 17.02** Where there are two (2) or more journeymen on the same shift, one (1) shall be a Foreman and shall receive foreman's pay and may work with their tools until such a time as there are five (5) Industrial Mechanic (Millwright)s employed after which they shall act as a Foreman and shall not normally work with their tools.
- 17.03** The appointment of additional Foremen and General Foremen shall be the exclusive right of management.
- 17.04** All Industrial Mechanic (Millwright) Foremen and General Foremen must possess a Government of Alberta Journeyman Certificate of Qualification or Journeyman qualification under Alberta legislation for the trade of Industrial Mechanic (Millwright). On all work coming under the terms of this Agreement, where General Foremen and Foremen are present, orders where practical shall be given in the following sequence: General Foreman to Foreman, Foreman to Journeyman.
- 17.05** All Foremen and General Foremen must be members of the Union where the Project is located except by mutual agreement between the Employer and the Union. During periods of labour shortages the Union will work with the contractors to ensure an adequate supply of supervision including the use of travel cards if necessary.
- 17.06** Members on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third.

ARTICLE EIGHTEEN - SUBCONTRACTING

- 18.01** The Employer agrees not to sublet or contract any work covered by the Industrial Mechanic (Millwright) Trade jurisdiction coming within the scope of this agreement unless the contractor to whom the work is sublet or contracted to agrees to comply with the terms and conditions of this Agreement.

ARTICLE NINETEEN - UNION DUES CHECK-OFF

- 19.01** The Employer agrees to a check-off of Union dues (monthly and hourly or working dues) from all employees covered by this Agreement at the rates specified by the Union for each month or any part of a month thereof.
- 19.02** The above is to be remitted monthly to Local Union 1460 on or before the fifteenth (15th) day of the following month and for each month or part of each month thereafter that the employee is in employment, together with a list of names and S.I.N. from whom the deductions were made. The Employer and employees will be notified of any assessments that are outstanding.

ARTICLE TWENTY - JOINT LABOUR MANAGEMENT COMMITTEE

- 20.01** A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest.
- 20.02** The Joint Labour Management Committee shall consist of equal representatives of the Union and Management.
- 20.03** The Joint Labour Management Committee shall meet as required when mutually agreed.
- 20.04** Both the Employers and the Union will endeavor to appoint persons to the Committee who were actively involved in the last negotiations.
- 20.05** When a question arises regarding the interpretation of any part of this Agreement by either party it shall be referred to the other party of the Joint Labour Management Committee and if not resolved shall immediately be referred to the Joint Labour Management Committee.

ARTICLE TWENTY-ONE - SAVING CLAUSE

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

ARTICLE TWENTY-TWO - SAFETY

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

Concurrence

The Parties are committed to ensuring insofar as possible the health and safety of every employee, the Canadian Model for Providing a Safe Workplace, Version 6.0 [the "Canadian Model"], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the Canadian Model, and the Parties will cooperate with each other in achieving those purposes.

Random Testing

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the Canadian Model will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any

imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

Site Access Testing and Dispatch Conditions

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

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

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.

Collection Site Documentation

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections A-2 Urine Testing and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

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*.

Point of Collection (POCT) Test

If an employer requests a worker to participate in a POCT risk assessment pursuant to 4.8.5 of the *Canadian Model* v. 6.0, and the worker provides the urine sample, and the laboratory drug test result is negative, the worker shall be paid for any time the worker would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the worker's conduct in respect to the incident or reasons for the test request. If the worker declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the worker shall not be entitled to any pay for time the worker would have otherwise worked while waiting for the laboratory result.

22.03 Work Ready Workforce

- (a) The Training Trust Fund will provide and fund the following compulsory site and safety training for all employees: CSTS 2020, CSO, Fall Arrest, WHIMIS 2015 and Confined Space, or equivalents. Where required by the Employer, employees shall also be dispatched with First Aid, Aerial Work Platform, H2S, and any other training as agreed to by the Employer and the Union.
- (b) Employees dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
- (c) Employees, whose certifications in the above noted training expire within 90 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the employee.
- (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any employee who has been in their employ for more than 90 calendar days.
- (e) Employees will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with (d) above and the Employer will pay any fees charged for such renewals.
- (f) Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.
- (g) The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers shall disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective. Where the Union operates a training database to which Employers can log in, Employers shall disclose any safety training certificates provided to workers while at work to the Union so that it may be entered into the database.
- (h) Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:
 - (i) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.

- (ii) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

22.04 Online Orientations

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

22.05 Joint Worksite Health and Safety Committee

- (a) Joint worksite health and safety committees shall be formed and maintained pursuant to Part 2 section 13 of the *Occupational Health and Safety Act [the Act]*, or health and safety representatives shall be designated pursuant to section 14 of the *Act*, for larger and smaller employers respectively.
- (b) The Joint Worksite Health and Safety Committee in respect of the employees of one Employer shall consist of 4 members, unless the Employer and Union agree to a larger committee.
 - (i) The Union shall appoint one half of the members through a process consistent with the constitution of the Union.
 - (ii) In the event a member is transferred from the site or laid off, the Union shall appoint a replacement within 7 calendar days.
 - (iii) The Employer shall appoint one half of the members, and in the event an appointee is ineligible to serve, shall appoint a replacement within 7 calendar days.
 - (iv) The Employer shall post the names and contact information in accordance with the legislation.
- (c) A Joint Worksite Health and Safety Committee in respect of the employees of more than one Employer shall consist of 4 members, unless the prime contractor or if there is no prime contractor, the unionized Employers at the worksite and the group of Unions representative of employees at the work site agree to a larger committee.

- (i) The Unions representative of workers on a multi-employer work site shall jointly select and appoint one half of the members. The selection process shall take into consideration the projected compliment of trades at the work site.
- (ii) In the event a member is transferred from the site or laid off, the Unions representative of workers at the work site shall jointly select and appoint a replacement within 7 calendar days. The selection process shall take into consideration the compliment of trades projected for the work site at that time.
- (iii) The prime contractor, or if there is no prime contractor, the unionized Employers at the work site collectively, shall appoint one half of the members, and in the event an appointee is ineligible to serve, shall appoint a replacement within 7 calendar days.
- (iv) The prime contractor, or if there is no prime contractor, the Employers shall post the names and contact information in accordance with the legislation.

22.06 Industrial Work – Site and Environmental Conditions, Inclement Weather

(a) Issues respecting:

- (i) Extreme temperatures (on site or in employer-provided or owner-provided accommodations)
- (ii) Air quality, and
- (iii) Site environmental hazards

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

- (b) The guideline charts at pages 40, 42 and 49 in the booklet posted at <https://ohs-pubstore.labour.alberta.ca/gs006> shall be among the considerations taken into account by employers, and by the joint committee or health and safety representatives when evaluating precautions required in extreme or adverse weather conditions.

22.07 The Employer will issue the necessary equipment to personnel when required under the Occupational Health and Safety Act, including the supply of safety helmets, sweatbands, liners in winter, gloves for welding and gas cutting operations, burning goggles and non-prescription safety glasses, hand cleaner and paper towels, and gloves. The said protective clothing shall be returned when no longer required. The Employer shall have the right to with-hold issuing gloves when they feel the provision is being abused or misused. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

ARTICLE TWENTY-THREE - SPECIAL PROJECTS NEEDS

- 23.01** Special Project Needs will be applied in accordance with the attached Letter of Understanding Re: Special Project Needs Agreements (SPNAs).
- 23.02** In other instances not addressed by 23.01 and in order to enhance competitiveness the Union and the Trade Division may agree to recommend modifications to provisions of this Collective Agreement to provide for conditions that are unique to a project. Any such modifications shall be agreed in writing by authorized representatives of the Union and the Trade Division.

ARTICLE TWENTY-FOUR - ASSOCIATION DUES ASSESSMENT

24.01 Construction Labour Relations - An Alberta Association Dues and CLR Initiatives

- (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.
- (b) The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be eleven (11¢) per hour for each and every hour worked by Employees of the Employer that are affected by construction registration certificate no. 49 and by this Collective Agreement. This amount may be amended from time to time and notice to the Employer of an amendment shall be sufficient to amend this obligation.
- (c) In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 165 of the Labour Relations Code and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.
- (d) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Audiometric Program, and for Workforce Development Initiatives. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

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

ARTICLE TWENTY-FIVE - LEAVES

- 25.01** 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.
- 25.02**
- (a) The *Employment Standards Code* [RSA 2000, Chapter E-9] affords Employees the right to short-term leaves and long-term leaves in various stipulated circumstances. Such leaves shall be granted pursuant to this agreement. No qualification periods will be necessary for persons requiring such leaves. Notices to the Employer of such leaves shall meet the conditions of and include the information required by the *Code*.
 - (b) When an Employee requires a short-term leave, the Employee shall give the earliest practicable notice of the leave. For short-term leaves of greater than 1 day, the Employee shall include in the notice to the Employer the intended date of return to work.
 - (c) When an Employee requires a long-term leave, the Employee shall give the earliest practicable notice of the planned start date for the leave and shall update the notice in the event of a change in the planned start date. In any event, except in the case of an emergency, the Employee shall give the Employer at least 1 weeks’ notice of the start date of the leave. If possible, the Employee shall also give the Employer an estimate of the length of the required leave. When an Employee plans to return to work, the Employee shall give the Employer notice of the planned return and such notice period is not less than the notice required in the *Code*. If the work to which the Employee will be assigned is in a remote location, the Employee and the Employer shall work together to plan the return to coincide with any site travel arrangements and any special work cycle in effect for such work.
 - (d) If the need for a leave is sudden and unexpected, and an Employee requiring the leave has been provided transportation by the Employer to a work site, the Employer will promptly arrange for transportation for the Employee to the nearest commercial transportation from which the Employee can commence the travel to wherever the reasons for the leave require the Employee to be.

SIGNING PAGE

Agreed to this 7th Day of May 2023, by and between:

Original Signature on File

Per: Stan Howell
Business Manager, Millwrights,
Local 1460

Original Signature on File

Joe McFadyen, President
Construction Labour Relations – An
Alberta Association

Original Signature on File

Per: David Robinson
President, Millwrights, Local 1460

Original Signature on File

Per: Jeff Spagis
Business Development,
Millwrights Local 1460

Letter of Understanding Re: Special Project Needs Agreements (SPNAs)

by and between

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

and

**The Millwrights, Machinery Erectors and Maintenance Union 1460 of the United
Brotherhood of Carpenters and Joiners of America,
(the "Union")**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 7th, 2023 through April 30, 2025 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 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.

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.cbra.org .
8. Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
9. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
10. Upon the filing of a grievance under clause 9, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under 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.

All of which is agreed this 7th Day of May 2023.

Original Signature on File

Per: Stan Howell,
Business Manager, Millwrights,
Local 1460

Original Signature on File

Joe McFadyen, President
Construction Labour Relations – An
Alberta Association

Original Signature on File

Per: David Robinson
President, Millwrights, Local 1460

Original Signature on File

Per: Jeff Spagis
Business Development,

Millwrights Local 1460

Letter of Understanding Re: Rapid Site Access Program

by and between

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

and

**The Millwrights, Machinery Erectors and Maintenance Union 1460 of the United
Brotherhood of Carpenters and Joiners of America,
(the "Union")**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 7th, 2023 through April 30, 2025 as set out in the said Collective Agreement, and

Whereas:

- 1.** The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- 2.** The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- 3.** Alcohol and other drug work rules, such as the Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule (the “Canadian Model”), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 4.** Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.
- 5.** Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.
- 6.** Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in

maintaining compliance with the Canadian Model and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.

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

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

- (a) Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the Rapid Site Access Program Procedural Rules, as amended from time to time.
- (b) The Union's agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine-based testing shall apply.
- (c) Subject to (b) above, where the Union does not agree to an amendment to the Rapid Site Access Program Procedural Rules, the Union may opt out of agreeing to the said amendment by giving notice in writing to the registered employers' organization and the Rapid Site Access Administrative Committee.
- (d) For Industrial work, the employer contributions shall be established by the CLR and 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. RSAP contributions shall be forwarded to Construction Labour Relations at #203, 236-91st Street, Alberta T6X 1W8. These contributions shall be used by CLR to provide the funding, among other things, for the third-party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
- (e) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 7th day of May 2023:

Original Signature on File

Per: Stan Howell, Business
Manager, Millwrights, Local 1460

Original Signature on File

Joe McFadyen, President

Construction Labour Relations – An
Alberta Association

Original Signature on File

Per: David Robinson
President, Millwrights, Local 1460

Original Signature on File

Per: Jeff Spagi
Business Development,
Millwrights Local 1460

Letter of Understanding Re: Referral for Case Managed Aftercare

by and between

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

and

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

Whereas

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

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

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

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

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

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

1. Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian and arising from those who violate Article 3 of the *Canadian Model* shall be referred to and administered by a Third-Party Administrator. Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any Collective Agreement for which the Union is signatory. Substance abuse expert recommendations shall be shared with a contractor only

if they are in respect to a current Employee, one that has contravened Article 3 of the *Canadian Model* while in the employ of that Employer.

2. Third-Party Service Providers will keep all information in accordance with applicable privacy laws.
3. The Association will provide the funding to the Third-Party Service Providers who are responsible for administering substance abuse expert recommendations.
4. This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 7th day of May 2023:

Original Signature on File

Per: Stan Howell,
Business Manager,
Millwrights, Local 1460

Original Signature on File

Joe McFadyen, President
Construction Labour Relations – An
Alberta Association

Original Signature on File

Per: David Robinson
President, Millwrights, Local 1460

Original Signature on File

Per: Jeff Spagis
Business Development,
Millwrights Local 1460

Letter of Understanding Re: Third-Party Service Providers

by and between

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

and

**The Millwrights, Machinery Erectors and Maintenance Union 1460 of the United
Brotherhood of Carpenters and Joiners of America,
(the "Union")
(Together the "Parties")**

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

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

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

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

Now Therefore it is Agreed Between the Parties That:

1. The Association and the Union (Local 1460) commit to meet to discuss the merits of different options for Third-Party Service Providers and the process for delivering a safe, consistent, and responsible mechanism to return employees to work who have had a violation of the *Canadian Model*.
2. The Parties shall meet at the request of either the Association or Union and there shall be no undue delay in convening the meeting.

All of which is agreed this 7th-day of May 2023:

Original Signature on File

Per: Stan Howell
Business Manager,
Millwrights, Local 1460

Original Signature on File

Joe McFadyen, President

Construction Labour Relations – An
Alberta Association

Original Signature on File

Per: David Robinson
President, Millwrights, Local 1460

Original Signature on File

Per: Jeff Spagis
Business Development,
Millwrights Local 1460

LETTER OF INTENT
RE: Return to Work Program
RE: Substance Abuse Follow-Up Education Training (SAFE-T)

Between

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

And

Construction Labour Relations - an Alberta Association
Millwrights (Provincial) Trade Division
Pursuant To Registration Certificate No. 49
(The Trade Division)

Hereinafter together referred to as the Parties

Whereas the Parties agree that there is a need to review and provide recommendations to stakeholders on the current A&D programs, and

Whereas the Parties further agree that the work done to date in this regard by the Return-to-Work and Pilot Project (SAFE-T) Committees should continue.

Now therefore it is Agreed between the Parties:

1. The committees will provide recommendations with respect to joint governance and administration of the programs.
2. The Parties will engage in a constructive and timely review based on the recommendations presented by the committees involved with the Return-to-Work and Pilot projects (SAFE-T).
3. The Parties commit to meet without undue delay to discuss the recommendations put forward by the Committees and come to an agreement on how the programs may be implemented.

All of which is agreed to this _____ day of _____, 2023.

Per: Stan Howell
Business Manager, Local 1460

Per: Joe McFadyen
President, Construction Labour
Relations