# ALBERTA PAINTING COLLECTIVE AGREEMENT

**BY AND BETWEEN:** 

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, LOCAL 177
OF EDMONTON, ALBERTA
(HEREINAFTER referred to as the "UNION")

And

#### ALBERTA COATING CONTRACTORS ASSOCIATION

On behalf of the Painting Contractors affected by the Registration Certificate No. 58 pursuant to the Alberta Labour Relations Code. (HEREINAFTER referred to as the "EMPLOYER")

**NOVEMBER 26 2023 TO APRIL 30 2025** 

## **TABLE OF CONTENTS**

		Page
ARTICLE 1	OBJECT	3
ARTICLE 2	CLASSIFICATIONS AND WAGES	3
ARTICLE 3	HOURS OF WORK AND OVERTIME	14
ARTICLE 4	STATUTORY HOLIDAYS – PAY	20
ARTICLE 5	VACATION PAY	. 21
ARTICLE 6	SPRAY AND BLAST PAY	21
ARTICLE 7	UNION SECURITY	21
ARTICLE 8	TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION & ACCOMMODATION.	22
ARTICLE 9	TOOLS	33
ARTICLE 10	SCOPE OF WORK	34
ARTICLE 11	PAYMENT OF WAGES	36
ARTICLE 12	APPRENTICES	37
ARTICLE 13	ALBERTA JOINT TRADE BOARD	. 39
ARTICLE 14	INDUSTRY FUND	40
ARTICLE 15	GRIEVANCE AND ARBITRATION PROCEDURES	. 41
ARTICLE 16	MANAGEMENT RIGHTS	43
ARTICLE 17	SUBCONTRACTING	43
ARTICLE 18	HEALTH AND WELFARE	44
ARTICLE 19	PENSION PLAN	
ARTICLE 20	UNIFIED REMITTANCE OF FUNDS	47
ARTICLE 21	BUILDING TRADES OF ALBERTA FUND	48
ARTICLE 22	UNION REPRESNTATIVE, SHOP & JOB STEWARDS	
ARTICLE 23	GENERAL AND SAFETY CONDITIONS	49
ARTICLE 24	AREA SCOPE OF AGREEMENT	. 51
ARTICLE 25	SAVINGS CLAUSE	. 52
ARTICLE 26	REGISTRATION OF AGREEMENT	. 52
ARTICLE 27	RESERVATIONS CLAUSE	. 52
ARTICLE 28	NEGOTIATIONS RESERVATIONS CLAUSE	. 52
ARTICLE 29	SUCCESSORSHIP AND PRESERVATION OF WORK CLAUSE	. 53
ARTICLE 30	DURATION OF AGREEMENT	54
ARTICLE 31	ALBERTA COATING CONTRACTORS ASSOCIATION	54
ARTICLE 32	ALCOHOL AND DRUG POLICY	54
ARTICLE 33	LOCAL RESIDENTS	56
ARTICLE 34	CANADIAN FORCES RESERVES	
ARTICLE 35	TOP WORKPLACE PERFORMANCE	. 57
SIGNING PAG	E,	. 58

APPENDIX A WAGE DETERMINATION LETTER OF UNDERSTANDING

APPENDIX B SPECIAL PROJECT NEEDS AGREEMENTS LETTER OF UNDERSTANDING

APPENDIX C IUPAT LOCAL 177 – SAFETY & INDUSTRY TRAINING COURSES

APPENDIX D INDUSTRIAL PAINTER EQUIVALENCY PROGRAM

#### ARTICLE 1 OBJECT

1:01 The object of this Agreement is to stabilize the industry, elevate the trade and to promote peace and harmony between the Employer and Employees; to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, expense, avoidable and unnecessary delays in construction, maintenance and shop work; and to carry out active participation in an up-to-date Apprenticeship Training Program.

#### ARTICLE 2 CLASSIFICATIONS AND WAGES

- 2:01 It is agreed the following provisions shall be applied:
  - (a) All signatory contractors agree to a policy of hiring only qualified Journey Persons or indentured Apprentices as defined in the current Alberta Painting Collective Agreement and the Union agrees to dispatch only qualified Journey Persons or indentured Apprentices.
  - (b) All painters with less than four (4) years membership and not having a Provincial T.Q.C., Interprovincial Red Seal or the IUPAT Local 177 Journeyman Industrial Painter Certificate (JIP) shall be indentured as Apprentices. All Painters with more than four (4) years of membership and not having a Provincial T.Q.C., Interprovincial Red Seal or the IUPAT Local 177 Journeyman Industrial Painter Certificate (JIP) shall be required to apply and write for a T.Q.C. or Interprovincial Red Seal.

#### 2:02 Journey Person Premiums

Foreman rates above Journey Person rate are:

- Tier One 10%
- Tier two 15%

General Foreman (where designated) shall be twenty percent (20%) above Journey Person rate.

#### 2:03 Journey Person Wage Rate Schedules

The Union agrees that the base wage (hourly rate) will be indicated on the Union Dispatch Slip.

- A. Commercial
- B. Shop
- C. Industrial

#### 2:04 Northern Economic Living Allowance

Should two or more BTA affiliates achieve a wage premium or other compensation for residing in the Wood Buffalo Region, such compensation will form part of this Agreement. When this premium is recoverable from the Client or Owner, the monies will be wholly paid to the members.

#### 2:05 AMPP Coating Inspection Program (CIP) Uplift

- a) Employees required to perform quality control duties shall be paid a wage uplift of one dollar and fifty cents (\$1.50) per hour. Employees must meet the below requirements to qualify for the NACE uplift:
  - i. A NACE Certified (formerly Level 2 CIP) or a NACE Senior Inspector (formerly Level 3) is Requested by the Employer and Dispatched by the Union.
  - ii. Is not already dispatched or paid as a Foreman or General Foreman as indicated in Article 2:05 (i) (j).
- b) Employees who meet the criteria in Article 2:05 (a) shall be paid the hourly uplift for the full shift on the day the Employee is requested to complete the quality control duties.
- c) The AMPP uplift is to be paid in addition to the hourly wage and is not subject to calculations for overtime rates.

## 2:06 Wage Schedules

COMMERCIAL (BRUSH &	ROLL)	1							_	
	BASE	VA	CATION	wi	ELFARE	PE	NSION		,	NAGE
Effective Nov. 26 2023	WAGE	1 4 5	Y (10%)	100	PLAN		PLAN	JTB		CKAGE
Journeyperson	\$ 29.60	\$	2.96	\$	1.50	\$	3.00	\$ 0.45	\$	37.51
3rd Year Apprentice (85%)	\$ 25.16	\$	2.52	\$	1.50	\$	3.00	\$ 0.45	\$	32.63
2nd Year Apprentice (75%)	\$ 22.20	\$	2.22	\$	1.50	\$	1.50	\$ 0.45	\$	27.87
1st Year Apprentice (65%)	\$ 19.24	\$	1.92	\$	1.50	\$	1.50	\$ 0.45	\$	24.61
Probationary Apprentice (50%)	\$ 15.00	\$	1.50	\$		\$	-	\$ 0.45	\$	16.95
Foreman Tier 1 (110%)	\$ 32.56	\$	3.26	\$	1.50	\$	3.00	\$ 0.45	\$	40.77
Foreman Tier 2 (115%)	\$ 34.04	S	3.40	\$	1.50	\$	3.00	\$ 0.45	\$	42.39
General Foreman (120%)	\$ 35.52	\$	3.55	\$	1.50	\$	3.00	\$ 0.45	\$	44.02
							W. 6			
	BASE	75.5	CATION	737	ELFARE	1.5.4	NSION	200	1	NAGE
Effective Jan. 1 2024	WAGE	PA	Y (10%)		PLAN		PLAN	JTB	PA	CKAGE
Journeyperson	\$ 30.96	S	3.10	\$	1.50	\$	3.00	\$ 0.45	\$	39.01
3rd Year Apprentice (85%)	\$ 26.32	\$	2.63	\$	1.50	\$	3.00	\$ 0.45	\$	33.90
2nd Year Apprentice (75%)	\$ 23.22	\$	2.32	\$	1.50	\$	1.50	\$ 0.45	\$	28.99
1st Year Apprentice (65%)	\$ 20.12	\$	2.01	\$	1.50	\$	1.50	\$ 0.45	\$	25.59
Probationary Apprentice (50%)	\$ 15.48	\$	1.55	\$	-	\$	-	\$ 0.45	\$	17.48
Foreman Tier 1 (110%)	\$ 34.06	\$	3.41	\$	1.50	\$	3.00	\$ 0.45	\$	42.41
Foreman Tier 2 (115%)	\$ 35.60	\$	3.56	\$	1.50	\$	3.00	\$ 0.45	\$	44.11
General Foreman (120%)	\$ 37.15	\$	3.72	\$	1.50	\$	3.00	\$ 0.45	\$	45.82
Effective Jan. 1 2025	BASE WAGE	100	CATION Y (10%)		LFARE		NSION	лв		NAGE CKAGE
Journeyperson	\$ 32.03	\$	3.20	\$	1.50	\$	3.00	\$ 0.45	5	40.18
3rd Year Apprentice (85%)	\$ 27.23	\$	2.72	\$	1.50	\$	3.00	\$ 0.45	\$	34.90
2nd Year Apprentice (75%)	\$ 24.02	\$	2.40	\$	1.50	\$	1.50	\$ 0.45	\$	29.87
1st Year Apprentice (65%)	\$ 20.82	\$	2.08	5	1.50	\$	1.50	\$ 0.45	\$	26.35
Probationary Apprentice (50%)	\$ 16.02	\$	1.60	\$		\$		\$ 0.45	\$	18.07
Foreman Tier 1 (110%)	\$ 35.23	\$	3.52	\$	1.50	\$	3.00	\$ 0.45	\$	43.71
Foreman Tier 2 (115%)	\$ 36.83	\$	3.68	\$	1.50	Ś	3.00	\$ 0.45	\$	45.47
General Foreman (120%)	\$ 38.44	\$	3.84	\$	1.50	\$	3.00	\$ 0.45	\$	47.23

## **COMMERCIAL (SPRAY & SANDBLAST)**

BASE WAGE			170	2000			JTB	WAGE PACKAGE
\$31.22	\$	3.12	\$	1.50	\$	3.00	\$ 0.45	\$ 39.29
\$26.54	\$	2.65	\$	1.50	\$	3.00	\$ 0.45	\$ 34.14
\$23.42	\$	2.34	\$	1.50	\$	1.50	\$ 0.45	\$ 29.21
\$20.29	\$	2.03	\$	1.50	\$	1.50	\$ 0.45	\$ 25.77
\$15.61	\$	1.56	\$		\$	-	\$ 0.45	\$ 17.62
\$34.34	\$	3.43	\$	1.50	\$	3.00	\$ 0.45	\$ 42.73
\$35.90	\$	3.59	\$	1.50	\$	3.00	\$ 0.45	\$ 44.44
\$37.46	\$	3.75	\$	1.50	\$	3.00	\$ 0.45	\$ 46.16
	\$31.22 \$26.54 \$23.42 \$20.29 \$15.61 \$34.34 \$35.90	WAGE PAY \$31.22 \$ \$26.54 \$ \$23.42 \$ \$20.29 \$ \$15.61 \$ \$34.34 \$ \$35.90 \$	WAGE         PAY (10%)           \$31.22         \$ 3.12           \$26.54         \$ 2.65           \$23.42         \$ 2.34           \$20.29         \$ 2.03           \$15.61         \$ 1.56           \$34.34         \$ 3.43           \$35.90         \$ 3.59	WAGE       PAY (10%)       F         \$31.22       \$ 3.12       \$         \$26.54       \$ 2.65       \$         \$23.42       \$ 2.34       \$         \$20.29       \$ 2.03       \$         \$15.61       \$ 1.56       \$         \$34.34       \$ 3.43       \$         \$35.90       \$ 3.59       \$	WAGE         PAY (10%)         PLAN           \$31.22         \$ 3.12         \$ 1.50           \$26.54         \$ 2.65         \$ 1.50           \$23.42         \$ 2.34         \$ 1.50           \$20.29         \$ 2.03         \$ 1.50           \$15.61         \$ 1.56         \$ -           \$34.34         \$ 3.43         \$ 1.50           \$35.90         \$ 3.59         \$ 1.50	WAGE         PAY (10%)         PLAN         F           \$31.22         \$ 3.12         \$ 1.50         \$           \$26.54         \$ 2.65         \$ 1.50         \$           \$23.42         \$ 2.34         \$ 1.50         \$           \$20.29         \$ 2.03         \$ 1.50         \$           \$15.61         \$ 1.56         \$ -         \$           \$34.34         \$ 3.43         \$ 1.50         \$           \$35.90         \$ 3.59         \$ 1.50         \$	WAGE         PAY (10%)         PLAN         PLAN           \$31.22         \$ 3.12         \$ 1.50         \$ 3.00           \$26.54         \$ 2.65         \$ 1.50         \$ 3.00           \$23.42         \$ 2.34         \$ 1.50         \$ 1.50           \$20.29         \$ 2.03         \$ 1.50         \$ 1.50           \$15.61         \$ 1.56         \$ -         \$ -           \$34.34         \$ 3.43         \$ 1.50         \$ 3.00           \$35.90         \$ 3.59         \$ 1.50         \$ 3.00	WAGE         PAY (10%)         PLAN         PLAN         JTB           \$31.22         \$ 3.12         \$ 1.50         \$ 3.00         \$ 0.45           \$26.54         \$ 2.65         \$ 1.50         \$ 3.00         \$ 0.45           \$23.42         \$ 2.34         \$ 1.50         \$ 1.50         \$ 0.45           \$20.29         \$ 2.03         \$ 1.50         \$ 1.50         \$ 0.45           \$15.61         \$ 1.56         \$ -         \$ -         \$ 0.45           \$34.34         \$ 3.43         \$ 1.50         \$ 3.00         \$ 0.45           \$35.90         \$ 3.59         \$ 1.50         \$ 3.00         \$ 0.45

Effective Jan. 1 2024	BASE WAGE	1993	CATION (10%)	 LFARE	119.00	NSION	JTB	WAGE PACKAGE
Journeyperson	\$32.65	\$	3.27	\$ 1.50	\$	3.00	\$ 0.45	\$ 40.87
3rd Year Apprentice (85%)	\$27.75	\$	2.78	\$ 1.50	\$	3.00	\$ 0.45	\$ 35.48
2nd Year Apprentice (75%)	\$24.49	\$	2.45	\$ 1.50	\$	1.50	\$ 0.45	\$ 30.39
1st Year Apprentice (65%)	\$21.22	\$	2.12	\$ 1.50	\$	1.50	\$ 0.45	\$ 26.79
Probationary Apprentice (50%)	\$16.33	\$	1.63	\$ 	\$		\$ 0.45	\$ 18.41
Foreman Tier 1 (110%)	\$35.92	\$	3.59	\$ 1.50	\$	3.00	\$ 0.45	\$ 44.46
Foreman Tier 2 (115%)	\$37.55	\$	3.75	\$ 1.50	\$	3.00	\$ 0.45	\$ 46.25
General Foreman (120%)	\$39.18	\$	3.92	\$ 1.50	\$	3.00	\$ 0.45	\$ 48.05

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Effective Jan. 1 2025	BASE	1.50	CATION (10%)	LFARE	NSION PLAN	JTB		WAGE CKAGE
Journeyperson	\$33.76	\$	3.38	\$ 1.50	\$ 3.00	\$ 0.45	\$	42.09
3rd Year Apprentice (85%)	\$28.70	\$	2.87	\$ 1.50	\$ 3.00	\$ 0.45	\$	36.52
2nd Year Apprentice (75%)	\$25.32	\$	2.53	\$ 1.50	\$ 1.50	\$ 0.45	\$	31.30
1st Year Apprentice (65%)	\$21.94	\$	2.19	\$ 1.50	\$ 1.50	\$ 0.45	\$	27.59
Probationary Apprentice (50%)	\$16.88	\$	1.69	\$ -	\$ 	\$ 0.45	\$	19.02
Foreman Tier 1 (110%)	\$37.14	\$	3.71	\$ 1.50	\$ 3.00	\$ 0.45	\$	45.80
Foreman Tier 2 (115%)	\$38.82	\$	3.88	\$ 1.50	\$ 3.00	\$ 0.45	\$	47.66
General Foreman (120%)	\$40.51	\$	4.05	\$ 1.50	\$ 3.00	\$ 0.45	\$	49.51

## INDUSTRIAL (SHOP)

Effective Nov. 26 2023	BASE	 ATION	2.50	LFARE	NSION	JTB	IDF	-	WAGE
Journeyperson	\$ 38.59	\$ 3.86	Ş	1.50	\$ 3.85	\$ 0.65	\$ 0.25	\$	48.70
3rd Year Apprentice (85%)	\$ 32.80	\$ 3.28	\$	1.50	\$ 3.27	\$ 0.65	\$ 0.25	\$	41.75
2nd Year Apprentice (75%)	\$ 28.94	\$ 2.89	\$	1.50	\$ 1.50	\$ 0.65	\$ 0.25	\$	35.74
1st Year Apprentice (65%)	\$ 25.08	\$ 2.51	\$	1.50	\$ 1.50	\$ 0,65	\$ 0.25	\$	31.49
Probationary Apprentice (50%)	5 19.30	\$ 1.93	\$	- 14	\$ -	\$ 0.65	\$ -3.	\$	21.87
Foreman Tier 1 (110%)	\$ 42.45	\$ 4.24	\$	1.50	\$ 3.85	\$ 0.65	\$ 0.25	\$	52.94
Foreman Tier 2 (115%)	\$ 44.38	\$ 4.44	\$	1.50	\$ 3.85	\$ 0.65	\$ 0.25	\$	55.07
General Foreman (120%)	S 46.31	\$ 4.63	\$	1.50	\$ 3.85	\$ 0.65	\$ 0.25	\$	57.19

		_	_						1
BASE WAGE	25.05.01.11	-					JTB	IDF	WAGE PACKAGE
\$ 40.14	\$ 4.	01	\$	1.50	\$	4.00	\$ 0.65	\$ 0.35	\$ 50.65
\$ 34.12	\$ 3.	41	\$	1.50	\$	3.40	\$ 0.65	\$ 0.35	\$ 43.43
\$ 30.11	\$ 3.	01	\$	1.50	\$	1.50	\$ 0.65	\$ 0.35	\$ 37.12
\$ 26.09	\$ 2.	61	\$	1.50	\$	1.50	\$ 0.65	\$ 0.35	\$ 32.70
\$ 20.07	\$ 2.	01	\$	3.7	\$	7-7	\$ 0.65	\$ -	\$ 22.73
\$ 44.15	\$ 4.	42	\$	1.50	\$	4.00	\$ 0.65	\$ 0.35	\$ 55.07
\$ 46.16	\$ 4.	62	\$	1.50	S	4.00	\$ 0.65	\$ 0.35	\$ 57.28
\$ 48.17	\$ 4.	82	\$	1.50	\$	4.00	\$ 0.65	\$ 0.35	\$ 59.48
	\$ 40.14 \$ 34.12 \$ 30.11 \$ 26.09 \$ 20.07 \$ 44.15 \$ 46.16	WAGE       PAY (10         \$ 40.14       \$ 4.         \$ 34.12       \$ 3.         \$ 30.11       \$ 3.         \$ 26.09       \$ 2.         \$ 20.07       \$ 2.         \$ 44.15       \$ 4.         \$ 46.16       \$ 4.	WAGE     PAY (10%)       \$ 40.14     \$ 4.01       \$ 34.12     \$ 3.41       \$ 30.11     \$ 3.01       \$ 26.09     \$ 2.61       \$ 20.07     \$ 2.01       \$ 44.15     \$ 4.42       \$ 46.16     \$ 4.62	WAGE         PAY (10%)         F           \$ 40.14         \$ 4.01         \$           \$ 34.12         \$ 3.41         \$           \$ 30.11         \$ 3.01         \$           \$ 26.09         \$ 2.61         \$           \$ 20.07         \$ 2.01         \$           \$ 44.15         \$ 4.42         \$           \$ 46.16         \$ 4.62         \$	WAGE       PAY (10%)       PLAN         \$ 40.14       \$ 4.01       \$ 1.50         \$ 34.12       \$ 3.41       \$ 1.50         \$ 30.11       \$ 3.01       \$ 1.50         \$ 26.09       \$ 2.61       \$ 1.50         \$ 20.07       \$ 2.01       \$ -         \$ 44.15       \$ 4.42       \$ 1.50         \$ 46.16       \$ 4.62       \$ 1.50	WAGE         PAY (10%)         PLAN         F           \$ 40.14         \$ 4.01         \$ 1.50         \$           \$ 34.12         \$ 3.41         \$ 1.50         \$           \$ 30.11         \$ 3.01         \$ 1.50         \$           \$ 26.09         \$ 2.61         \$ 1.50         \$           \$ 20.07         \$ 2.01         \$ -         \$           \$ 44.15         \$ 4.42         \$ 1.50         \$           \$ 46.16         \$ 4.62         \$ 1.50         \$	WAGE         PAY (10%)         PLAN         PLAN           \$ 40.14         \$ 4.01         \$ 1.50         \$ 4.00           \$ 34.12         \$ 3.41         \$ 1.50         \$ 3.40           \$ 30.11         \$ 3.01         \$ 1.50         \$ 1.50           \$ 26.09         \$ 2.61         \$ 1.50         \$ 1.50           \$ 20.07         \$ 2.01         \$ -         \$ -           \$ 44.15         \$ 4.42         \$ 1.50         \$ 4.00           \$ 46.16         \$ 4.62         \$ 1.50         \$ 4.00	WAGE         PAY (10%)         PLAN         PLAN         JTB           \$ 40.14         \$ 4.01         \$ 1.50         \$ 4.00         \$ 0.65           \$ 34.12         \$ 3.41         \$ 1.50         \$ 3.40         \$ 0.65           \$ 30.11         \$ 3.01         \$ 1.50         \$ 1.50         \$ 0.65           \$ 26.09         \$ 2.61         \$ 1.50         \$ 1.50         \$ 0.65           \$ 20.07         \$ 2.01         \$ -         \$ -         \$ 0.65           \$ 44.15         \$ 4.42         \$ 1.50         \$ 4.00         \$ 0.65           \$ 46.16         \$ 4.62         \$ 1.50         \$ 4.00         \$ 0.65	WAGE         PAY (10%)         PLAN         PLAN         JTB         IDF           \$ 40.14         \$ 4.01         \$ 1.50         \$ 4.00         \$ 0.65         \$ 0.35           \$ 34.12         \$ 3.41         \$ 1.50         \$ 3.40         \$ 0.65         \$ 0.35           \$ 30.11         \$ 3.01         \$ 1.50         \$ 1.50         \$ 0.65         \$ 0.35           \$ 26.09         \$ 2.61         \$ 1.50         \$ 1.50         \$ 0.65         \$ 0.35           \$ 20.07         \$ 2.01         \$ -         \$ -         \$ 0.65         \$ 0.35           \$ 44.15         \$ 4.42         \$ 1.50         \$ 4.00         \$ 0.65         \$ 0.35           \$ 46.16         \$ 4.62         \$ 1.50         \$ 4.00         \$ 0.65         \$ 0.35

Effective Jan. 1 2025	BASE WAGE	1000	CATION (10%)		LFARE	0.75	ENSION PLAN	ЛВ	IDF	1.7	WAGE ACKAGE
Journeyperson	\$ 41.52	\$	4.15	\$	1.50	\$	4.00	\$ 0.65	\$ 0.35	\$	52.17
3rd Year Apprentice (85%)	\$ 35.29	\$	3.53	\$	1.50	\$	3.40	\$ 0.65	\$ 0.35	\$	44.72
2nd Year Apprentice (75%)	\$ 31.14	\$	3.11	5	1.50	\$	1.50	\$ 0.65	\$ 0.35	\$	38.25
1st Year Apprentice (65%)	\$ 26.99	\$	2.70	\$	1.50	\$	1.50	\$ 0.65	\$ 0.35	\$	33.69
Probationary Apprentice (50%)	\$ 20.76	\$	2.08	\$	8	\$		\$ 0.65	\$	\$	23.49
Foreman Tier 1 (110%)	\$ 45.67	\$	4.57	\$	1.50	\$	4.00	\$ 0.65	\$ 0.35	\$	56.74
Foreman Tier 2 (115%)	\$ 47.75	\$	4.77	\$	1.50	\$	4.00	\$ 0.65	\$ 0.35	\$	59.02
General Foreman (120%)	\$ 49.82	\$	4.98	\$	1.50	\$	4.00	\$ 0.65	\$ 0.35	\$	61.31

INDUSTRIAL (BRUSH & ROLL)

Effective Nov. 26 2023	BASE WAGE	1507.50	ATION (10%)	175	LFARE	100	nsion Plan	JTB	IDF	WAGE PACKAGE
Journeyperson	\$ 45.30	5	4.53	\$	1.50	\$	4.90	\$ 0.65	\$ 0.25	\$ 57.13
3rd Year Apprentice (85%)	\$ 38.51	\$	3.85	\$	1.50	\$	4.24	\$ 0.65	\$ 0.25	\$ 49.00
2nd Year Apprentice (75%)	\$ 33.98	\$	3.40	5	1.50	\$	3.58	\$ 0.65	\$ 0.25	\$ 43.35
1st Year Apprentice (65%)	\$ 29.45	\$	2.94	\$	1.50	\$	3.14	\$ 0.65	\$ 0.25	\$ 37.93
Probationary Apprentice (50%)	\$ 22.65	5	2.27	\$		\$	7	\$ 0.65	\$ -	\$ 25.57
Foreman Tier 1 (110%)	\$ 49.83	\$	4.98	\$	1.50	\$	4.90	\$ 0.65	\$ 0.25	\$ 62.11
Foreman Tier 2 (115%)	\$ 52.10	\$	5.21	S	1.50	\$	4.90	\$ 0.65	\$ 0.25	\$ 64.60
General Foreman (120%)	\$ 54.36	S	5.44	\$	1.50	\$	4.90	\$ 0.65	\$ 0.25	\$ 67.10

Effective Jan. 1 2024		BASE VAGE	500	CATION Y (10%)	0.50	ELFARE PLAN	5	NSION PLAN	JTB	IDF	WAGE PACKAGE
Journeyperson	\$	47.32	\$	4.73	\$	1.50	\$	5.15	\$ 0.65	\$ 0.35	\$ 59.70
3rd Year Apprentice (85%)	\$	40.22	\$	4.02	5	1.50	\$	4.38	\$ 0.65	\$ 0.35	\$ 51.12
2nd Year Apprentice (75%)	\$	35.49	\$	3.55	\$	1.50	Ś	3.86	\$ 0.65	\$ 0.35	\$ 45.40
1st Year Apprentice (65%)	\$	30.76	\$	3.08	\$	1.50	\$	3.35	\$ 0.65	\$ 0.35	\$ 39.68
Probationary Apprentice (50%)	\$	23.66	\$	2.37	5	+	\$		\$ 0.65	\$ -	\$ 26.68
Foreman Tier 1 (110%)	\$	52.05	\$	5.21	S	1.50	\$	5.15	\$ 0.65	\$ 0.35	\$ 64.91
Foreman Tier 2 (115%)	S	54.42	S	5.44	\$	1.50	\$	5.15	\$ 0.65	\$ 0.35	\$ 67.51
General Foreman (120%)	\$	56.78	\$	5.68	\$	1.50	\$	5.15	\$ 0.65	\$ 0.35	\$ 70.11

Effective Jan. 1 2025	BASE NAGE	100.000	CATION Y (10%)	2.20	LFARE	100	NSION PLAN	ЛВ	IDF	WAGE PACKAGE
Journeyperson	\$ 48.72	\$	4.87	\$	1.50	\$	5.40	\$ 0.65	\$ 0.35	\$ 61.49
3rd Year Apprentice (85%)	\$ 41.41	\$	4.14	S	1.50	S	4.59	\$ 0.65	\$ 0.35	\$ 52.64
2nd Year Apprentice (75%)	\$ 36.54	\$	3.65	\$	1.50	\$	4.05	\$ 0.65	\$ 0.35	\$ 46.74
1st Year Apprentice (65%)	\$ 31.67	\$	3.17	5	1.50	\$	3.51	\$ 0.65	\$ 0.35	\$ 40.84
Probationary Apprentice (50%)	\$ 24.36	S	2.44	S	14 11	\$	1.0	\$ 0.65	S -	\$ 27.45
Foreman Tier 1 (110%)	\$ 53.59	\$	5.36	\$	1.50	\$	5.40	\$ 0.65	\$ 0.35	\$ 66.85
Foreman Tier 2 (115%)	\$ 56.03	\$	5.60	\$	1.50	\$	5.40	\$ 0.65	\$ 0.35	\$ 69.53
General Foreman (120%)	\$ 58.46	\$	5.85	\$	1.50	\$	5.40	\$ 0.65	\$ 0.35	\$ 72.21

## INDUSTRIAL (SPRAY & SANDBLAST)

		BASE	VAC	ATION	WE	LFARE	PE	NSION			١	NAGE
Effective Nov. 26 2023	١.	NAGE	PAY	(10%)	F	LAN	P	LAN	JTB	IDF	PA	CKAGE
Journeyperson	\$	47.02	\$	4.70	\$	1.50	\$	4.90	\$0.65	\$0.25	\$	59.02
3rd Year Apprentice (85%)	\$	39.97	\$	4.00	\$	1.50	\$	4.24	\$0.65	\$0.25	\$	50.60
2nd Year Apprentice (75%)	\$	35.27	\$	3.53	\$	1.50	\$	3.58	<b>\$0.</b> 65	\$0,25	\$	44.77
1st Year Apprentice (65%)	\$	30.56	\$	3.06	\$	1.50	\$	3.14	\$0.65	\$0.25	\$	39.16
Probationary Apprentice (50%)	\$	23.51	\$	2.35	\$	w.	\$	-	\$0.65	\$ -	\$	26.51
Foreman Tier 1 (110%)	\$	51,72	\$	5.17	\$	1.50	\$	4.90	\$0.65	\$0.25	\$	64.19
Foreman Tier 2 (115%)	\$	54.07	\$	5.41	Ś	1.50	\$	4.90	\$0.65	\$0.25	\$	66.78
General Foreman (120%)	\$	56.42	\$	5.64	\$	1.50	\$	4.90	\$0.65	\$0.25	\$	69.37

Effective Jan. 1 2024			VACATION PAY (10%)		WELFARE PLAN		NSION PLAN	JTB	IDF	"	VAGE CKAGE
Journeyperson	\$ 49.1 <b>1</b>	\$	4.91	\$	1.50	\$	5.15	\$0.65	\$0.35	\$	61.67
3rd Year Apprentice (85%)	\$ 41.74	\$	4.17	\$	1.50	\$	4.38	\$0.65	\$0.35	\$	52.80
2nd Year Apprentice (75%)	\$ 36.83	\$	3.68	\$	1.50	\$	3.86	\$0.65	\$0.35	\$	46.88
1st Year Apprentice (65%)	\$ 31.92	\$	3.19	\$	1.50	\$	3.35	\$0.65	\$0.35	\$	40.96
Probationary Apprentice (50%)	\$ 24.56	\$	2.46	\$	-	\$	-	\$0.65	\$	\$	27.66
Foreman Tier 1 (110%)	\$ 54.02	\$	5.40	\$	1.50	\$	5.15	\$0.65	\$0.35	\$	67.07
Foreman Tier 2 (115%)	\$ 56.48	\$	5.65	\$	1.50	\$	5.15	\$0.65	\$0.35	\$	69.77
General Foreman (120%)	\$ 58.93	\$	5.89	\$	1.50	\$	5.15	\$0.65	\$0.35	\$	72.48

	BASE		VACATION		WELFARE		NSION			١,	NAGE
Effective Jan. 1 2025			PAY (10%)		PLAN		LAN	JTB	IDF PAG		CKAGE
Journeyperson	\$ 50.56	\$	5.06	\$	1.50	\$	5.40	\$0.65	\$0.35	\$	63.52
3rd Year Apprentice (85%)	\$ 42.98	\$	4.30	Ş	1.50	\$	4.59	\$0.65	\$0.35	\$	54.36
2nd Year Apprentice (75%)	\$ 37.92	\$	3.79	\$	1.50	\$	4.05	\$0.65	\$0.35	\$	48.26
1st Year Apprentice (65%)	\$ 32.86	\$	3.29	\$	1.50	\$	3.51	\$0.65	\$0.35	\$	42.16
Probationary Apprentice (50%)	\$ 25.28	\$	2.53	\$	-	\$	-	\$0.65	\$ -	\$	28.46
Foreman Tier 1 (110%)	\$ 55.62	\$	5.56	\$	1.50	\$	5.40	\$0.65	<b>\$0.3</b> 5	\$	69.08
Foreman Tier 2 (115%)	\$ 58.14	\$	5.81	\$	1.50	\$	5.40	\$0.65	\$0.35	\$	71.86
General Foreman (120%)	\$ 60.67	\$	6.07	\$	1.50	\$	5.40	\$0.65	\$0.35	\$	74.64

## INDUSTRIAL (BRUSH & ROLL)

**Outside Wood Buffalo** 

WAGE PACKAGE		
53.14		
45.60		
40.36		
35.33		
23.57		
57.72		
60.01		
62.30		

Effective Jan. 1 2024	BASE WAGE	1000	VACATION PAY (10%)				NSION PLAN	JTB	IDF	WAGE PACKAG	
Journeyperson	\$ 43.52	\$	4.35	\$	1.50	\$	5.15	\$0.65	\$ 0.35	\$	55.52
3rd Year Apprentice (85%)	\$ 36.99	\$	3.70	\$	1.50	\$	4.38	\$0.65	\$ 0.35	\$	47.57
2nd Year Apprentice (75%)	\$ 32.64	\$	3.26	\$	1.50	\$	3.86	\$0.65	\$0.35	\$	42.27
1st Year Apprentice (65%)	\$ 28.29	\$	2.83	\$	1.50	\$	3.35	\$0.65	\$ 0.35	\$	36.96
Probationary Apprentice (50%)	\$ 21.76	\$	2.18	\$	-	\$		\$0.65	\$ -	\$	24.59
Foreman Tier 1 (110%)	\$47.87	\$	4.79	\$	1.50	\$	5.15	\$0.65	\$0.35	\$	60.31
Foreman Tier 2 (115%)	\$ 50.05	\$	5.00	\$	1.50	\$	5.15	\$0.65	\$ 0.35	\$	62.70
General Foreman (120%)	\$ 52.22	\$	5.22	\$	1.50	\$	5.15	\$0.65	\$ 0.35	\$	65.10

Effective Jan. 1 2025	BASE WAGE	2.5	VACATION PAY (10%)		20000000000		NSION PLAN	JTB	IDF	WAGE	
Journeyperson	\$ 44.80	\$	4.48	\$	1.50	\$	5.40	\$0.65	\$ 0.35	\$	57.18
3rd Year Apprentice (85%)	\$ 38.08	\$	3.81	\$	1.50	\$	4.59	\$0.65	\$ 0.35	\$	48.98
2nd Year Apprentice (75%)	\$ 33.60	\$	3.36	\$	1.50	\$	4.05	\$0.65	\$ 0.35	\$	43.51
1st Year Apprentice (65%)	\$ 29.12	\$	2.91	\$	1.50	\$	3.51	\$0.65	\$ 0.35	\$	38.04
Probationary Apprentice (50%)	\$ 22.40	\$	2.24	\$	-	\$	(2)	\$0.65	\$ -	\$	25.29
Foreman Tier 1 (110%)	\$ 49.28	\$	4.93	\$	1.50	5	5.40	\$0.65	\$ 0.35	5	62.11
Foreman Tier 2 (115%)	\$51.52	\$	5.15	\$	1.50	\$	5.40	\$0.65	\$ 0.35	\$	64.57
General Foreman (120%)	\$ 53.76	\$	5.38	\$	1.50	\$	5.40	\$0.65	\$0.35	\$	67.04

## INDUSTRIAL (SPRAY & SANDBLAST)

Outside Wood Buffalo

										1	T	
Effective Nov. 26 2023	BASE WAGE	VACATION PAY (10%)		2.000		PENSION PLAN		лв		IDF		NAGE CKAGE
Journeyperson	\$ 43.26	\$	4.33	\$	1.50	\$	4.90	\$	0.65	\$0.25	\$	54.89
3rd Year Apprentice (85%)	\$ 36.77	Ş	3.68	\$	1.50	\$	4.24	\$	0.65	\$0.25	\$	47.09
2nd Year Apprentice (75%)	\$ 32.45	\$	3.24	\$	1.50	\$	3.58	\$	0.65	\$0.25	\$	41.67
1st Year Apprentice (65%)	\$ 28.12	\$	2.81	\$	1.50	\$	3.14	\$	0.65	\$0.25	\$	36.47
Probationary Apprentice (50%)	\$ 21.63	\$	2.16	\$	0	\$	-	\$	0.65	\$ -	Ş	24.44
Foreman Tier 1 (110%)	\$ 47.59	\$	4.76	\$	1.50	\$	4.90	\$	0.65	\$0.25	\$	59.64
Foreman Tier 2 (115%)	\$ 49.75	\$	4.97	\$	1.50	\$	4.90	\$	0.65	\$0.25	\$	62.02
General Foreman (120%)	\$ 51.91	\$	5.19	\$	1.50	\$	4.90	\$	0.65	\$0.25	5	64.40

Effective Jan. 1 2024	BASE WAGE	VACATION PAY (10%)				PENSION PLAN		JTB		IDF	WAGE	
Journeyperson	\$ 45.19	\$	4.52	\$	1.50	\$	5.15	\$	0.65	\$0.35	\$	57.36
3rd Year Apprentice (85%)	\$ 38.41	\$	3.84	\$	1.50	\$	4.38	\$	0.65	\$0.35	\$	49.13
2nd Year Apprentice (75%)	\$ 33.89	\$	3.39	\$	1.50	\$	3.86	\$	0.65	\$0.35	5	43.64
1st Year Apprentice (65%)	\$ 29.37	\$	2.94	\$	1.50	\$	3.35	\$	0.65	\$0.35	\$	38.16
Probationary Apprentice (50%)	\$ 22.60	\$	2.26	\$	8.1	\$	*	\$	0.65	\$ -	\$	25.50
Foreman Tier 1 (110%)	\$ 49.71	\$	4.97	\$	1.50	\$	5.15	\$	0.65	\$0.35	\$	62.33
Foreman Tier 2 (115%)	\$ 51.97	\$	5.20	\$	1.50	\$	5.15	\$	0.65	\$0.35	\$	64.82
General Foreman (120%)	\$ 54.23	\$	5.42	\$	1.50	\$	5.15	\$	0.65	\$0.35	5	67.30

Effective Jan. 1 2025	BASE WAGE	VACATION PAY (10%)				PENSION PLAN		лв		IDF	WAGE	
Journeyperson	\$ 46.53	\$	4.65	\$	1.50	\$	5.40	\$	0.65	\$0.35	\$	59.08
3rd Year Apprentice (85%)	\$ 39.55	\$	3.96	\$	1.50	\$	4.59	\$	0.65	\$0.35	\$	50.60
2nd Year Apprentice (75%)	\$ 34.90	\$	3.49	\$	1.50	\$	4.05	\$	0.65	\$0.35	\$	44.94
1st Year Apprentice (65%)	\$ 30.24	\$	3.02	\$	1.50	\$	3.51	\$	0.65	\$0.35	\$	39.28
Probationary Apprentice (50%)	\$ 23.27	\$	2.33	\$	-	\$		\$	0.65	\$ -	\$	26.24
Foreman Tier 1 (110%)	\$ 51.18	\$	5.12	\$	1.50	\$	5.40	\$	0.65	\$0.35	\$	64.20
Foreman Tier 2 (115%)	\$ 53.51	\$	5.35	\$	1.50	\$	5.40	\$	0.65	\$0.35	\$	66.76
General Foreman (120%)	\$ 55.84	\$	5.58	\$	1.50	\$	5.40	\$	0.65	\$0.35	\$	69.32

#### 2:07 Abbreviations and Definitions

- a) ACCA: Alberta Coating Contractors Association
- b) AIT: Alberta Apprenticeship Industry Training
- c) AMPP: Association for Materials Performance and Protection
- d) BTA: Building Trades of Alberta
- e) IUPAT: International Union of Painters & Allied Trades
- f) Journey Person: The holder of a Certificate of Qualification under the Alberta Apprenticeship Act, Interprovincial Red Seal, or the IUPAT Local 177 Journey Person Industrial Painter Certificate (JIP).
- g) Non-Ticketed Journey Person: Employees with more than four (4) years membership and 8 000 hours but not holding a certification as defined in Article 2:05 (f) will be considered a Non-Ticketed Journey Person and will be paid in accordance with Article 2:01 (b).
- h) Apprentice: Any Employee of a Signatory Employer who is not a Journey Person as defined in Article 2:07 (f) or Non-Ticketed Journey Person as defined in Article 2:07 (g) will be considered an Apprentice as defined in Article 12:00. All apprentices shall become indentured and progress through the levels of technical apprenticeship training.
- i) Foreman: A Foreman is a recognized Journey Person who normally performs the duties of the Trade and is in charge of a minimum of three (3) Employees to a maximum of ten (10) Employees. Premium pay for this classification shall be in addition to the Journey Person's rate and premiums for the work performed. The Employer has the right to designate a Foreman on jobs with less than three (3) Employees. The Employer has the right to designate a Tier 1 or 2 Foreman on jobs with less than the crew size described in Section 2:07 (i) ((i)).
  - i. Dispatched rate of the Foreman shall be determined by crew size.
    - Foreman Tier 1 are responsible for 3-6 Employees
    - Foreman Tier 2 are responsible for 7-10 employees
  - ii. Foreman must also meet the training requirements described in Article 2:07 (j).
- j) **General Foreman**: Where designated, the Employer shall employ a General Foreman where there are more than 10 Employees. The Employer has the right to designate a

General Foreman on jobs with less than 10 Employees.

- i. Foreman and General Foreman shall be recognized Journey Person members of the Union.
- ii. Tier 1 Foreman should have Leadership for Safety Excellence, OR IUPAT LMCI Supervisory Training, OR Better Supervision.
- iii. Tier 2 Foreman and General Foreman must have IUPAT LMCI Supervisory Training Program (STP AND Leadership for Safety Excellence, OR Better Supervision OR Industrial Construction Crew Supervisor.
- k) **Commercial**: Commercial work shall include renovations & repaints, institutional renovations & repaints and residential.
- Industrial: Industrial shall be defined as new including tendered shutdowns, commercial
  on new industrial sites and all maintenance as described below.
- m) **Maintenance**: Maintenance shall be defined as any work done within the confines of a working plant, including but not limited to, untendered shutdowns and commercial painting.
- n) Shop: Shop work shall be defined as any work performed within the confines of the Contractor's registered place of business. Shop work shall not include work performed at the business premises of others without the prior approval of the Union and shall include the preparation, sandblasting, painting and all incidental work thereto in order to perform shop coatings on oil field equipment, drilling equipment, trucks, tanks, valves, heavy equipment, vessels, derricks, structural steel, piping, etcetera.
- o) Special Dispensation: It is agreed that any member who, due to age and/or physical disability, is unable to perform work to the required level of the Employer, may apply to the Union for special dispensation. If such dispensation should be granted by the Union, the Union will negotiate with the Employer a just rate of pay; if such agreement is reached, an addendum will be signed by the Union, the Employer, and the Employee, and such agreement will be binding upon all Parties for this one instance only. In all cases affecting such agreements, rates of pay only are to be negotiated and agreed, and in all cases, all benefits, terms and conditions, etcetera, in the body of this Agreement will apply.

#### ARTICLE 3 HOURS OF WORK AND OVERTIME

- **3:01** It is agreed the following provisions shall be applied:
  - a) The maximum of eight (8) hours shall constitute a normal day of work beginning at 8:00 AM and ending by 5:00 PM (except when one-half (½) hour lunch is taken in which case the normal day will end at 4:30 PM). The maximum normal work week shall be forty (40) hours beginning Monday at 8:00 AM and ending Friday at 5:00 PM.
  - b) The Employer may vary the start/quit times by changing the scheduled starting time up to one (1) hour at their option.
  - c) 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.
  - d) A change in start/quit times shall be applied consistently on the job site and in no circumstances shall split shifts be created, unless mutually agreed between the parties.

#### 3:02 OVERTIME (INDUSTRIAL)

- 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.
- b) The first two (2) hours of overtime per day, Monday through Friday, inclusive, shall be paid at one and one-half (1  $\frac{1}{2}$ ) time the applicable rate of pay.
  - i. All other overtime hours, Monday through Friday inclusive, shall be paid at two
     (2) times the applicable rate of pay.
  - ii. All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.

#### COMMERCIAL/INSTITUTIONAL/SHOP

i. All hours worked in excess of eight (8) hours per day or forty (40) hours per week will be considered to be overtime hours and will be paid at the rate of one and one-half (1 ½) times the applicable rate of pay except for work in Local 177's jurisdiction where work on Statutory Holidays will be paid at two (2) times the applicable rate of pay.

c) For the purposes of calculating overtime hours, overtime shall normally be paid upon the completion of the regular day shift. When an Employee is required to work prior to the commencement of their regular shift, such time shall be considered as overtime.

#### 3:03 SHIFT WORK

- a) 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 five (5) consecutive regular working days, or four (4) consecutive regular working days where the four (4) ten (10) hour day option is being utilized. Should each of the shifts outlined above not continue for a period of four (4) or five (5) consecutive working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this Agreement.
- b) Where a shift is commenced and has run for at least the four (4) or five (5) 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.
- c) The first shift shall work a normal shift as set out in Article 3:01 and/or 3:05 of this Agreement, with the applicable overtime rate after eight (8) hours of work or in excess of ten (10) hours per day during a compressed work week.
- d) Shift work other than the normal shifts as outlined in Article 3:03 may be utilized provided such shift(s) commence between 3:00 PM and 6:00 AM. The hourly rate for Employees on any alternate shift(s) as outlined above shall be \$3.60 per hour greater than the applicable day time rate of pay.
- e) 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.
- f) When an Employee loses a regular day through the implementation or termination of shift work, then the Employee shall be paid a regular day pay for the day lost.
- g) 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. Overtime shall be payable on all hours in excess of eight (8) hours per day. Double time shall be payable in excess of ten (10)

hours per day during a compressed work week, and forty (40) hours per week and on Saturdays, Sundays, or Statutory Holidays.

#### 3:04 INCLEMENT WEATHER

In the event of such climate conditions existing that might cause a hardship to any of the Parties to this Agreement, the Employer (or their authorized representative) and the specific Employees involved on the job may petition each other for leave to deviate from the regular hours of work as contained in this Agreement. When such a request has been made, a vote shall be held between the Employees on the job and if the majority agree to deviate from the regular hours of work, it shall not be considered a violation of this Agreement. The Union shall be informed prior to implementation of this Clause.

#### 3:05 COMPRESSED WORK WEEK

- a) The maximum of ten (10) hours shall constitute a normal day of work beginning at 7:00 AM and ending by 6:00 PM (except when one-half (½) hour lunch is taken in which case the normal day will end at 5:30 PM). The maximum normal work week shall be forty (40) hours beginning Monday at 7:00 AM and ending Thursday at 6:00 PM.
  - i. The Employer may vary the start/quit times by changing the scheduled starting time up one (1) hour at their option.
  - ii. Variances beyond one (1) hour shall be mutually agreed by the Employer and the Business Representative of the Union.
  - iii. A change in start/quit times shall be applied consistently on the job site and in no circumstances shall split shifts be created, unless mutually agreed between the parties.
- b) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period unless varied by mutual consent between the Employer and the Union. Such consent will not be unreasonably withheld.
- c) Where this option is worked, all hours in excess of ten (10) hours per day Monday through Thursday, shall be paid for at one and one-half (1 ½) time the applicable rate of pay. All hours in excess of twelve (12) shall be paid at two (2) times the applicable rate of pay. When Friday is worked, the first ten (10) hours shall be paid at one and one-half (1 ½) times the applicable rate of pay. Notwithstanding the foregoing, all overtime hours on Commercial, Institutional and Shop projects shall be paid for at the rate of time and one-half (1 ½) except for work in Local 177's jurisdiction where work on Statutory

Holidays shall be paid at two (2) times the applicable rate.

d) When job circumstances merit a change in the hours of work, the Employer shall notify the Union office at least forty-eight (48) hours, where practical, before such change becomes effective.

#### e) BACK-TO-BACK FOUR TENS

- i. A ten (10) day on and four (4) day 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 one and one-half (1 ½) times, the Saturday and Sunday will be paid at two (2) times the applicable rate of pay.
- ii. When a ten (10) day on and four (4) day 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 (3) working days' notice of their intention not to work such overtime. Failure to provide the required notice and not reporting for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

#### f) INDUSTRIAL

i. When a compressed work week is being worked the Statutory Holidays shall be observed on the day they fall. When working a compressed work week and a Statutory Holiday falls on a regularly scheduled work day(s) off the following work day shall be optional for Employees to attend. Employees opting to observe a day off on the following day shall not be subject to penalties for doing so and are eligible to work overtime (shall it occur) that week.

Employees shall give verbal notice of their intent to observe the holiday on the following work day with a minimum of 24 hours notice to their immediate supervisor.

Opportunities may exist where it is beneficial to the Employees and the Employer to observe the holiday the day prior. It shall be acceptable to move the observation of the Statutory Holiday to the day prior to the holiday if the Employer and majority of Employee's agree.

Employees shall not be paid overtime rates for observing the holiday on a day

other than it falls.

#### g) COMMERCIAL/INSTITUTIONAL

- i. Should a Statutory Holiday fall on a Monday where this option is being utilized, then a Friday may be scheduled as a regular day of work with no overtime premium applied for the first ten (10) hours of work; after ten (10) hours all work shall be overtime and paid for at a rate of one and one-half (1½) times the applicable rate. When a Statutory Holiday falls in the middle of a work week, then the Union and the Employer shall mutually agree to the work schedule for that week.
- h) The parties understand and agree that on remote job sites or where special conditions apply, scheduling of extended work weeks/days off may be beneficial, and in those circumstances the parties will mutually agree to a work schedule to meet job conditions.

#### 3:06 OVERTIME MEALS

Unscheduled Overtime: When an Employee is required to work more than ten (10) hours in a shift, the Employer shall supply him with a suitable hot meal and every four (4) hours thereafter. Meals are to be provided by the Employer on company time at no cost to the Employee or the Employer shall pay each Employee a meal allowance of thirty (\$30.00) dollars in lieu thereof.

**Scheduled Overtime**: Where Employees are advised, at least twenty-four (24) hours in advance of the overtime shift, that they will be working a shift where overtime meals will apply, Employees will be expected to bring their own overtime meal but will be provided with a one-half (½) hour break paid at straight time rates to consume the meal.

#### 3:07 OVERTIME AND PERSONAL TIME OFF

- a) It is accepted that an Employee may, from time to time, require personal time off from work to deal with personal matters. An Employee, who has not been absent, including late arrivals or early quits, or granted leave in the previous thirty (30) calendar days, and who gives the Employer at least three (3) working days notice of a request for leave of up to one day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- b) An Employee who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight (8) or ten (10)

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

c) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight (8) hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten (10) hours in a day or forty (40) hours in a week. An Employee who is absent from work without preauthorization as per the above procedure, including late arrivals or early quits, will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Employees who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.

#### 3:07 COMMERCIAL OCCUPIED PREMISES

For the sole purposes of commercial work in occupied premises where the Employer cannot work regular work shifts as set out in this Article due to job conditions and/or owner/tenant requirements, or the area in which the work is to be performed is used for its usual business purposes during the day, a regular work period or periods of eight (8) consecutive hours in any twenty-four (24) hour period may be worked for five (5) consecutive twenty-four (24) hour periods. Work performed during the above noted five (5) consecutive twenty-four (24) hour periods will be at the regular day shift wage rate. The next two (2) consecutive twenty-four (24) hour periods will be fixed at the sixth and seventh periods and if worked by the Employee shall be paid at one and one-half (1 ½) times the applicable rate of pay.

#### ARTICLE 4 STATUTORY HOLIDAYS – PAY

- 4:01 The legal and recognized holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, One Civic Holiday, Labour Day, National Truth & Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day that may be declared by Federal, Provincial or Civic Governments.
- **4:02** No work shall be performed on Labour Day unless the preservation of life or property makes it necessary.
- 4:03 Statutory Holidays shall be observed on the day they fall. When a Statutory Holiday falls on a regularly scheduled work day(s) off the following work day shall be optional for Employees to attend. Employees opting to observe a day off on the following day shall not be subject to penalties for doing so and are eligible to work overtime (shall it occur) that week.

Employees shall give verbal notice of their intent to observe the holiday on the following work day with a minimum of 24 hours notice to their immediate supervisor.

Opportunities may exist where it is beneficial to the Employees and the Employer to observe the holiday the day prior. It shall be acceptable to move the observation of the Statutory Holiday to the day prior to the holiday if the Employer and the majority of Employee's agree.

Employees shall not be paid overtime rates for observing the holiday on a day other than it falls.

4:04 For the Statutory Holidays named in this Agreement, the Employer will pay four percent (4%) of gross earning to each Employee on each and every pay day.

#### ARTICLE 5 VACATION PAY

5:01 To provide for vacation, the Employer will pay six percent (6%) of gross earning to each Employee on each and every pay day.

#### ARTICLE 6 SPRAY AND SANDBLAST PAY

6:01 When a Request for Manpower indicates an Employee needs to be able to Spray, Sandblast or do related work, they will be dispatched and paid at the Spray and Sandblast rate. When an Employee is dispatched at the Brush and Roll rate and their duties change to include Spray and Sandblast or related work, they will be paid at the Spray and Sandblast for the entire shift. When the scope changes to Brush and Roll, the Union will be notified accordingly and the Brush and Roll rate would then apply.

#### ARTICLE 7 UNION SECURITY

- 7:01 Union membership in good standing is a condition of employment for all Employees.

  The Employer recognizes the Union as the sole and exclusive bargaining agent for its Employees engaged in the work outlined in Article 10 of this Agreement.
- 7:02 The Employer agrees that it will employ Union members only through the Union office, and the Union shall have two (2) full working days, excluding weekends and holidays, to supply a suitable or more highly skilled individual. In the event the Union cannot supply people when requested by the Employer, the Employer may employ potential members, providing that the person has the same or superior skill level or classification that the Employer requested the Union to supply. All potential members shall be cleared through the Union prior to commencing work. No new hires shall be allowed to commence work for an Employer without notification or dispatch from the Union. All potential members must make application to join the Union and if acceptable to the Union, become members of the Union within thirty (30) days of the date of commencing employment. Any permit issued under clearance from the Union pursuant to this Clause shall be revocable by the Union providing such action does not interfere with the completion of the normal course of that shift. The Employer shall replace such potential members with members of the Union within twenty-four (24) hours of receiving a request from the Union. This twenty-four (24) hour notice shall be extended to fifteen (15) days where the potential member has been sent to an out-of-town job by the Employer.

#### 7:03 UNION DUES DEDUCTION

- a) It is agreed that the Employer will deduct Union dues as designated by the Union from the Employee's first pay, and on the first pay of each month thereafter as a condition of employment.
- b) It is further agreed that Administration Processing Fees and assessments will be deducted by the Employer when the Employer is presented with a signed authorization. Such dues, processing fees and assessments will be computed upon a unified Remittance Form as supplied and remitted to the Financial Secretary of IUPAT Local 177, no later than the fifteenth (15th) day of the month following the deductions.
- 7:04 It is further agreed that should the Employer fail to deduct Union dues and assessments as required by this Agreement, the Employer will be responsible for the payment of all monies that should have been deducted and will pay these monies to the Union as required by this Agreement.
- **7:05** No Union Member will be laid off by the Employer while a potential member is working for the Employer.
- 7:06 A Union Member may replace a potential member on any job within twenty-four (24) hours of the Employer being notified by the Union; except an Employee working on an out-of-town job will be replaced pursuant to Article 7:02.
- 7:07 The Employer, party of this Agreement, shall be given preference in the supply of Union Employees when available. The Union will encourage its members to work only for Union shops when work is available.
- **7:08** All out-of-town Employers must establish an address and telephone number in the locality in which they are active.

### ARTICLE 8 TIME, TRAVEL ALLOWANCE, TRANSPORTATION & ACCOMODATION

#### 8:01 DAILY TRAVEL

The following conditions as listed in Articles 8:01 through 8:03 will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.

- a) A forty-five (45) kilometre radius free zone from the centre 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 for Edmonton is 101 Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone (subject to Article 8:01 (b)(ii).
- b) (i) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city 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.
  - (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 (45) minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.

#### 8:02 TRAVEL PAY

- a) For projects beyond the forty-five (45) kilometer free zone for which daily travel is required, the Employer will have the following options:
  - i. To provide transportation and pay travel allowance, or

ii. Reimburse the Employees, as a vehicle allowance, at the rate of sixty-five (\$0.65) cents per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on travelling at 80 km per hour, at the Employee's applicable base rate, from the point where the edge of the 45 km radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

The Coordinating Committee and the Building Trades of Alberta shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The Coordinating Committee and the Building Trades 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 1st of each year, to the rate so determined by the Coordinating Committee and the Building Trades.

**Example Only** -A Journeyman member travelling to a project located 40 road kilometres from the edge of the free zone at 80 km per hour each way would receive the following for each day worked:

Travel Allowance:

80 km @ 80 km/hr = 1 hr @ base rate of 43.26/hr = 43.26 (wage will vary based on dispatched rate)

Vehicle Allowance:

80 km @ \$0.65 per km = \$52.00 Daily Total = \$93.73

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

- b) 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.
- c) 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.

- d) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances beyond the control of the Employees, the Employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.
- e) If an Employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate established by the formula in Article 8:02 (a) above per kilometer travelled 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.
- f) 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 travelled at the rate of time and one-half (1 ½) the normal rate. If still travelling the following day, the Employee shall be paid the normal rate for time travelled during the regular working day only.
- g) When an Employee is being paid subsistence allowance in accordance with Article 8:04 and when there is no suitable accommodation available within 45 kilometres 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 those provisions as identified in Article 8:02. In the event suitable accommodation within a 45 kilometre radius of the project becomes available, the payment of the travel allowance will cease.

#### 8:03 COMMERCIAL/INSTITUTIONAL

- a) For projects beyond the forty-five (45) kilometre free zone for which daily travel is required, then the Employer will provide transportation, plus a travel allowance to be negotiated in consultation with the Union, however, in the event no agreement is reached with the Union then a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.
- b) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Pick up points shall be mutually agreed upon.
- c) Articles 8:02 (c), (d), (e), (f) & (g) are also applicable to Commercial/Institutional work.

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#### 8:04 ACCOMMODATIONS

- a) Applicable within a 475 kilometre 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:
  - i. Camp accommodation, which shall be available seven days per week; or
  - ii. Mutually agreed room and board; or
  - iii. For each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred and ten (\$110 .00) dollars per day except as follows:
    - · Refer to www.clra.org for current subsistence rates.
  - iv. On a project/job site located over two hundred and fifty (250) radius kilometres from the geographic centres of either the City of Edmonton or Calgary (as applicable), one additional day of subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to their Employer for each occasion the accommodation is used. Where the Employer or their client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

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

- b) Applicable beyond a 475 kilometre radius of the cities of Edmonton and Calgary (excluding National Parks and Northwest Territories) when an Employee is directed or dispatched to work on an out-of-town job which will last at least five (5) days, the Employer will provide, on a seven (7) days per week basis:
  - i. Camp accommodation; or
  - ii. Mutually agreed room and board, or subsistence allowance as followed:
  - iii. Reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred and ten (\$110.00) dollars per day except as follows:
    - Refer to www.clra.org for current subsistence rates.

Employees failing to report for work on the work day immediately preceding and

following a weekend or Statutory Holiday will receive the above for days worked only.

- c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to Articles 8:04 (a)(ii) or 8:04 (b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organization, which committee shall make a final and binding decision within five (5) days from the date of referral.
- d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the Employer's obligations pursuant to this Article.
- e) Special Considerations
  - i. In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
    - Provide suitable room and board; or
    - Directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
    - The subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
  - ii. Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the President of the Building Trades of Alberta issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organization issue a formal written request to the Executive Director of the Building Trades of Alberta that a Subsistence Review Committee be established. Upon formal written request, the Subsistence Review Committee shall meet within five (5) working days of such request.
  - iii. The Subsistence Review Committee will consist of one (1) representative appointed by the Building Trades of Alberta, one (1) representative appointed by

the Coordinating Committee of Registered Employers' Organization, one (1) representative appointed by the National Maintenance Council and one (1) representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and/or the General Presidents' Agreement. Appointees shall not be directly involved with the issue at hand.

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

iv. In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 14:02. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

- v. The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this Article, 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 Article.

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

#### f) Applicable to all Regions

i. Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather shall receive their board and room or daily allowance, during the period such circumstances continue, up to a maximum of three (3) days.

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

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.

#### 8:05 COMMERCIAL/INSTITUTIONAL

- a) Where Employees are employed in the area beyond that in which daily travel applies and up to a radius of 475 kilometres from the centre of the cities of Edmonton or Calgary, as may be appropriate, the Employer may elect to provide:
  - Camp accommodations (in accordance with the current camp rules and regulations, or any successor standards) which remain available on weekends for those who elect to remain in camp; or
  - ii. Mutually agreed room and board; or
  - iii. Subsistence allowance as follows:An amount to be negotiated in consultation with the Union, however, in the

event no Agreement is reached with the Union, a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.

An amount to be negotiated in consultation with the Union, however, in the event no Agreement is reached with the Union, a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.

- b) Beyond a 475 kilometre radius from the centre of the cities of Edmonton or Calgary, as may be appropriate, the Employer, where their Employees do not return daily, has the same elections as above, but on the basis of seven (7) days per week.
- c) Article 8:04 (f) (i) (ii) (iii) are applicable to Commercial/Institutional work.

#### 8:06 INITIAL & RETURN TRANSPORTATION TO REMOTE SITES INDUSTRIAL

- a) Employees directed or dispatched to a project/job site from which they do not return daily shall be paid travel allowance for initial travel and transportation to the project and return, upon termination of the job or their employment, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:
  - i. Up to 200 kilometres \$88.00 each way.
  - ii. Over 200 kilometres up to 300 kilometres \$124.00.
  - iii. Over 300 kilometres up to 375 kilometres, and the Empress area -\$150.00 each way.
  - iv. Over 375 kilometres up to 475 kilometres \$224.00 each way or actual airfare if suitable proof of air transport is provided to the Employer.

- v. Over 475 kilometres as mutually agreed between the Parties to this Agreement to a maximum of \$344.00 each way or airfare inclusive of taxes in the event this is the most practical method of accessing the project/job site.
- b) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid.
  - i. When transportation is provided by means of weekly busing, an Employee, at the time of dispatch, will be allowed to elect to use the bus or to receive Collective Agreement initial/return/rotation provisions. Buses must comply with Article 8:02 (b).
  - ii. An Employee who has elected Collective Agreement initial/return/rotation provisions will no longer be paid any such payments not yet received if a new bus route is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.
  - iii. An Employee who has elected Collective Agreement initial/return/rotation provisions and who is found using bus transportation will no longer be entitled to further Collective Agreement initial/return/rotation allowances, as one consequence.
  - iv. If an Employee who elects Collective Agreement initial/return/rotation provisions uses bus transportation for their initial trip, that Employee will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
  - v. Regulations shall be established for the use of bus transportation governing behavior and the use of alcohol, tobacco and other substances.
  - vi. Notwithstanding the foregoing, an Employee who has elected to use provided buses, and who is hired, laid off, or terminated on a day when weekly busing is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation to or from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- c) Employees will qualify for, and receive initial transportation allowance to the job site after being employed at the site for either fifteen (15) calendar days or completion of the job, whichever is the lesser.
  - Should the Employee remain on the job until completion of thirty (30) calendar days, or until completion of the dispatched job requirement, whichever may be the lesser, they shall receive the return transportation allowance to be paid with their final pay cheque. If the Employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply (e.g. the Fort McMurray region, the Cold Lake Region, etc.), that Employee will be paid any outstanding transportation allowance(s) with their next regular pay. If the Employee is

transferred to a different work site that is within the same geographical region to which the transportation allowance was to apply, the Employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational allowances where applicable. Should an Employee choose not to accept a transfer, they shall be paid all applicable travel allowances and be considered to be laid off.

#### 8:07 ROTATIONAL LEAVE (TURNAROUNDS) INDUSTRIAL

- a) On jobs located beyond a three hundred (300) kilometre radius to a maximum of four hundred and seventy five (475) kilometres from the centre of Edmonton, Calgary or other hiring hall location, the Employer shall:
  - Pay an allowance of one hundred and seventy-four (\$174.00) dollars after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
  - ii. Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- b) On jobs located beyond a four hundred and seventy-five (475) kilometre radius from the centre of Edmonton, Calgary or other hiring hall location, the Employer shall:
  - i. Provide a negotiated transportation allowance, not to exceed scheduled airline airfare where scheduled air service is available, or pay an allowance of three hundred and twelve (\$312.00) dollars where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
  - ii. Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five (25%) percent of the working force shall be on such home leave.
- d) Where the Employer supplies transportation, the Employee shall not be entitled to the above allowances, subject to the provisions of Article 8:06 (a) save and except that the Employee shall remain eligible for rotational leave as per Articles 8:07 (a)(ii), 8:07 (b)(ii), and 8:07 (c).

#### 8:08 ROTATIONAL LEAVE (TURNAROUNDS) COMMERCIAL/INSTITUTIONAL

a) For Commercial and Institutional work, the allowance for the Turnaround Leave is to be negotiated between the Employer and the Union. Based on the Industrial format in Article 8.07 (a)(i) & (b)(i), in the event that no agreement is reached between the Employer and the Union, a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.

#### 8:09 ADJUSTMENT OF TRAVEL ALLOWANCES

The Initial and Return Transportation Allowances and the Rotational Leave Allowances [applicable to Industrial work] set out herein shall be subject to review. In the event there is an adjustment in the vehicle allowance, pursuant to Article 8:02 (a), each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if 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.

#### ARTICLE 9 TOOLS

#### 9:01 EMPLOYER SUPPLIED TOOLS

The Employer shall supply all brushes (except dusting brushes and wallpaper smoothers), roller coaters, spray guns, ladders and scaffolding, in good condition, and the Employee shall cooperate to keep them so, on the Employer's time.

Should the employee sign out Employer owned items (e.g. blast hoods) and not return said item the Employer shall have the right to deduct the value of said item from the Employees pay.

#### 9:02 EMPLOYEE SUPPLIED TOOLS

Commercial painters must have a suitable tool container of permanent type and carry the following tools as a condition of employment: one putty knife, one claw hammer, one broad knife 76.2 millimetres wide, one broad knife 114.5 millimetres wide, one dusting brush, one screwdriver, 30 meter chalk line and one paint spinner. If working as a spray painter, the Employee is to carry a suitable adjustable wrench. Clean overalls and suitable footwear must be worn by all Employees as required. It an Employee is not in possession of the required tools and overalls, the same shall be supplied by the Employer and charged, at cost, to the Employee.

Industrial painters must have a suitable tool container of a permanent lockable type and carry the following tools as a condition of employment:

- First Year Apprentice: Two adjustable wrenches 8" and 10", multi-head screwdriver, 5 in 1 tool 2", adjustable pliers, wire cutters/lineman pliers, retractable knife, hammer, and air blower.
- Second Year Apprentice through Journeyman: Same as First Year Apprentice and a large flat screwdriver, tip cleaner set, 14" pipe wrench, pick set of 4, 25' tape measure, and hack saw.

If an Employee is not in possession of the required tools, the same may be supplied by the Employer and charged, at cost, to the Employee. It will be the responsibility of the Employer to transport the Employee's tools to and from the job, when and where impracticable for the Employee to do so.

#### 9:03 PAPERHANGING EQUIPMENT

The Employer shall supply paperhangers or other sheeting workers with straight edge, table and necessary tools.

#### ARTICLE 10 SCOPE OF WORK

- 10:01 This shall apply to all work whether performed under the construction, maintenance or shop sections of this Agreement. The Scope of Work of this Collective Agreement shall be described as, but not limited to, all incidental preparatory work such as patching small defects in surfaces, puttying, sanding, rubbing, cleaning surfaces with steam (or other process), sandblasting, pickling, bleaching, buffing, scaling, manual scraping, flame cleaning, application of cleaning liquids, rust inhibitors, taping, covering surfaces for their protection from paint.
- 10:02 The protection of property and traffic, as it applies to the trade, the erection of scaffolding for gaining access to painting work and all work including the use of miscellaneous hand and power-driven tools pertaining to the trade. This includes operation of equipment necessary to perform work as outlined.
- 10:03 The starting, stopping, refuelling, operation, moving and handling of all equipment and material necessary to perform the work as outlined under this Article 10 -Scope of Work, is included as the work of painters. The equipment will include, but will not be confined to compressors, whether gas, diesel or electric powered, when used with spray and sandblasting equipment. All other equipment necessary to perform the work outlined in this Article, such as: holiday testing (jeeping), power-driven grinders, wire brushes, sanding machines, air-fed hoods, respirators, induction and extraction of fresh air supplies, hoists to attain work location for use with cages, spiders, swing stages and all other types of equipment used to attain the work location such as cherry pickers. The filling and cleaning of sandblasting pots, the cleaning of all surfaces and material involved in painters work, confined space monitoring and other related duties.
- **10:04** The application or removal of protective, decorative and special coatings including but not limited to:
  - Drywall Taping & Finishing

- Paints
- Stains
- Varnishes
- Lacquers
- Emulsions
- Bituminous (which are applied in the same manner as paints)
- Plastics
- Mastics
- Hypalon
- Fibre Glassing
- Epoxies
- Vinvls
- Neoprene
- Exposed Aggregate Coatings
- Textured Coatings using polyurethanes, rubber vinyl acoustical particles
- Clear, Natural and Pigmented Sealants where supplied only by franchised manufacturers
- Sprayed-On Insulation Materials
- Fireproofing Materials whether applied by trowel, brush or spray

#### **10:05** Application, using pastes or adhesives:

- Papers
- Cottons
- Muslins
- Burlaps
- Damasks
- Grass Cloth
- Vinyl Wall Fabrics
- Cambric-Backed Wood Veneers
- Rubber Sheeting for Tank Linings
- Paper-Backed Metal Foils

#### 10:06 Miscellaneous Applications

- Gold Leaf
- Silver Leaf
- Metallizing
- 10:07 The manufacture and installation of all signs, whether wood, glass, plaster or metal affixed by adhesives or any other method or any signs painted by any method for information and/or advertising.

**10:08** The inspection of all substrates prior to preparation for coating, prior to application of coating systems, during the application of coating systems and after the completion of coating systems.

## **ARTICLE 11 PAYMENT OF WAGES**

- **11:01** The Employee shall be furnished with a Time Sheet, which he shall make out as a bill for time worked and expenses incurred, and submit it to their Employer or the Employer's representative.
- 11:02 Every Employer will, every week pay by cheque or electronic deposit to their Employees all wages, vacation pay, statutory holiday pay, travel time and expenses due up to a day not more than five (5) days prior to the date of the payment of wages. The Employer will provide to each Employee on the job an accounting (pay stub) of their pay for that week within five (5) calendar days of their current pay. For new hires only, a draw of seventy-five (75%) percent of net wages due, may be requested after one (1) week.
- 11:03 The Employee will receive with their pay, a statement showing the Employer's name and address, the Employee's name, the period of time the cheque covers, the number of hours worked at regular rates of pay and/or overtime rates of pay, statutory holiday pay, vacation pay, pension and welfare contributions (effective January 1, 2008), travel time, expenses, all deductions made and gross and net pay.

#### 11:04 TERMINATION

All Employees shall be paid wages in full including vacation pay, statutory holiday pay, travel time and expenses and shall receive their Record of Employment on the job at time of discharge or layoff, or arrangements made whereby a cheque will be mailed to the Employee no later than twenty-four (24) hours or the next business day after the day of discharge or layoff. Should the Employer fail to mail the cheque in two (2) days following discharge or layoff, the Employee will be paid eight (8) hours at straight time, for each day they are kept waiting thereafter, providing the Employer has not been prevented from mailing the cheque by circumstances beyond their control. Employees quitting of their own volition will be paid within seventy-two (72) hours after the time of quitting, providing the Employee has submitted a certified Time Sheet. Should an Employer issue an Employee a pay cheque that is returned by the Banking Institution as N.S.F. etcetera, the Employee shall receive eight (8) hours pay for each day they are without their pay, unless the Employer can prove an acceptable error was made.

- 11:05 When an Employee is laid off or quits voluntarily, two (2) hours notice shall be given by either Party. Failing this, two (2) hours pay shall be forfeited either way. When an Employee is laid off or terminated, they shall be provided a reasonable amount of time in which to pack up and return company tools and obtain camp clearance wherever applicable (a reasonable amount of time shall not exceed two (2) hours).
- 11:06 The Employer may elect to use electronic pay records and Records of Employment.

  Upon request from an Employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed Record of Employment will be issued.

# **ARTICLE 12 APPRENTICES**

#### 12:01 APPRENTICESHIP TRAINING

- a) It is agreed that there will be a three (3) year Apprenticeship Program. Apprentices shall not be less than eighteen (18) years of age, shall have completed at least grade ten (10), or as per Apprentice Regulations. They shall be required to take all technical or related training available in the trade and in trade school. They shall be given full opportunity for gaining varied and all-encompassing experience in the trade advancing to Journey Person. All new Apprentices shall be reported to the Apprentice Board and to the Union immediately upon commencing employment. They shall become Apprentice members of the Union and shall be admitted to full membership upon completion of Apprenticeship Training and on production of a Journey Person's (Apprenticeship) Certificate. An Apprentice will work the same hours as a Journey Person and work under the supervision of Journey Person in any shop or as per Apprenticeship regulations. Each shop shall be entitled to one (1) Apprentice where at least one (1) Journey Person is employed regularly. The ratio of Apprentices on the job shall be as determined by the Joint Trade Board. Shops employing regularly three (3) or more Journey Persons shall employ at least one (1) Apprentice, when applicants are available.
- b) When, in the opinion of Alberta Apprenticeship Industry Training (AIT), an Apprentice has failed to take the required technical training, they must register in the next available apprenticeship class or, come to an agreement with AIT to resume technical training. If the Apprentice fails to do so it is the discretion of AIT whether or not that Apprentice remains registered in the Painter Decorator program.
- **12:02** Apprentices shall be employed to the extent where employment is available for them in their shop or by their Employer.

- **12:03** Employers shall be encouraged to arrange for transfer for Apprentices, either temporary or permanent, to allow for steady employment and opportunity for varied experience.
- 12:04 The Employer cannot stop an Apprentice from attending Apprenticeship School and the Employer agrees that they will instruct all of their Apprentices that they must attend school for the applicable year. The Employer will notify the Union of the names of all Apprentices attending school.

#### 12:05 PROBATIONARY APPRENTICES

- a) Probationary Apprentices having no trade experience, with the consent of the Union, may be hired on as painter's helpers for a period not exceeding ninety (90) calendar days, at a rate of pay not less than fifty (50%) percent of the current Journey Person's rate.
- b) After ninety (90) days, the applicant must be indentured as an Apprentice or their employment will be terminated.
- c) Once indentured as an Apprentice, the Employee shall not be advanced to a higher pay level until proper schooling has been attended and the correct number of hours in the trade have been fulfilled.

## **12:06 RATE OF PAY**

Percentages of Qualified Journey Person's Classifications:

- 3<sup>rd</sup> year 85%
- 2<sup>nd</sup> vear 75%
- 1st year 65%

## ARTICLE 13 ALBERTA JOINT TRADE BOARD

- 13:01 There will be a Joint Trade Board comprised of eight (8) representatives; four (4) Employers and four (4) Union Members. Two (2) Employer representatives to the Joint Trade Board shall be from the Edmonton Area Contractors and two (2) shall be from the Calgary Area Contractors party to this Agreement. Four (4) Union representatives shall be from Local 177, one of whom shall be the Business Manager. A quorum shall consist of four (4) representatives of equal representation.
- **13:02** This Board will meet quarterly, or as often as necessary to complete the work to come before it.
- 13:03 This Board has the sole authority to interpret this Agreement in all respects. These terms shall include, but will not be confined to, all matters pertaining to apprentices, trade promotion, qualification and upgrading, designation of the trade under the Alberta Tradesmen's Qualification Act, advertising, ethics, study of modern trends in the industry, the submission of drafts or proposed legislation as will tend to help the general interest of both Parties and other matters of mutual interest to the trade. The Board is authorized to seek and obtain funding and grants from Government Agencies, etcetera, to assist in implementing these policies.
- **13:04** Employer representatives to the Joint Trade Board are to be appointed by the recognized Management Negotiating Committee.

#### 13:05 JOINT TRADE BOARD CONTRIBUTIONS

- a) To finance the Joint Trade Board, there will be a total contribution of seventy (\$0.70) cents per hour. Total contribution will be divided as follows:
  - Sixty-five (\$0.65) cents per hour from the Employer, which is inclusive of Article 13:05 (b) and (c).
  - Five (\$0.05) cents per hour from the Employee, to be deducted from each and every pay cheque.

## b) IUPAT Finishing Trades Institute

The Employer shall contribute five (\$0.05) cents per hour earned to the IUPAT Finishing Trades Institute in the manner set forth in Article 19 -Unified Remittance of Funds of this Agreement.

#### c) IUPAT Labour Management Cooperation Initiative

The Employer shall contribute five (\$0.05) cents per hour worked to the IUPAT Labour Management Cooperation Initiative in the manner set forth in Article 19 - Unified Remittance of Funds of this Agreement.

- 13:06 This money to be computed once each month on the unified remittance form and deposited with a fund to be set up under the authority of the Joint Trade Board, to be remitted by the Employer no later than the fifteenth (15th) day of the month following. This will be subject to total hours worked.
- **13:07** The Joint Trade Board will have full authority to administer this Fund in all respects.
- **13:08** A financial statement is to be published annually and made available, upon request, to the Parties to this Agreement.
- 13:09 IUPAT Local 177 Safety & Industry Training Courses (See Appendix C)

#### ARTICLE 14 INDUSTRY DEVELOPMENT FUND

- 14:01 There will be an Industry Development Fund (IDF) Board comprised of six (6) representatives; three (3) Union Representatives and three (3) contractor representatives. A quorum shall consist of four (4) representatives of equal representation.
  - In the event of a tie the Business Manager of Local 177 will have the deciding vote.
- **14:02** This Board will meet quarterly, or as often as necessary to complete the work to come before it.
  - Board activities will include but are not limited to review of the Industry Fund account(s) and audit(s), contributions, expenses, initiatives, proposals, and requests.
- 14:03 This Board has the sole authority to interpret this Agreement in all respects. The Board is committed to enhancing the education and opportunities for Local 177 Industrial Painters, study of modern trends in the industry, the submission of drafts or proposed legislation as will tend to help the general interest of both Parties and other matters of mutual interest to the trade. The Board is authorized to seek and obtain funding and grants from Government Agencies, etcetera, to assist in implementing these policies.

#### 14:04 INDUSTRY FUND CONTRIBUTIONS

d) To finance the Industry Fund, there will be a total contribution of thirty-five (\$0.35) cents per hour. Total contribution will be divided as follows:

- Two weeks after ratification of this agreement the Employer shall contribute twenty-five (\$0.25) cents per hour worked as a check-off to be forwarded to the Union for IDF. Such contribution shall be paid for every Employee covered by the terms of and operation of this Collective Agreement as indicated by Article 2:06 Wage Schedules.
- Thirty-five (\$0.35) cents per hour from the Employer, to be contributed from each and every pay cheque beginning January 1 2024.
- 14:05 This money to be computed once each month on the unified remittance form and deposited with a fund to be set up under the authority of the Industry Fund Board, to be remitted by the Employer no later than the fifteenth (15th) day of the month following. This will be subject to total hours worked.
- 14:06 The Industry Fund Board will have full authority to administer this Fund in all respects.
- **14:07** A financial statement is to be published annually and provided to the Parties to this Agreement.
- **14:08** The Industry Fund shall be registered as a Non-Profit Organization separate from the JTB in Article 13 of this agreement.

#### ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURES

## 15:01 GRIEVANCE PROCEDURE

Grievance means any difference between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to where a matter is arbitral and "Party" means one of the Parties of this Agreement. A grievance shall not be considered a grievance unless submitted in writing within seven (7) days of such occurrence becoming known to either the Union or the Employee and in any event, within twenty (20) days of the occurrence giving rise to such a grievance.

All grievances shall by finally and conclusively settles without stoppage of work in the following manner:

a) To solve a grievance, an Employee shall first either him/herself or accompanied by such persons, as they shall choose, discuss it with the Foreman or Supervisor and if they agree, their decision shall be final, so long as such decision does not violate the Collective Agreement.

- b) Failing settlement of a grievance under Clause (a) within three (3) days, or in the case of any other grievance, the particulars thereof shall be set out in writing by the Party, and they shall forthwith confer upon the matter and if they agree, their decision shall be final.
- c) If the grievance is not resolved pursuant to Clause (b) within seven (7) days or such longer period as the Parties agree to, then it shall be referred to an Arbitration Board as follows in section 15:02.

#### 15:02 ARBITRATION PROCEDURE

a) Where the grieving Party has submitted notice of its intention to proceed to arbitration, the grievance will be referred to a sole Arbitrator. The Arbitrator is to be selected from the list of the Alberta Arbitrators Association. Both Parties shall alternately reject names from the list. The last name remaining after this process shall be the Arbitrator. The grieving Party shall have first rejection. If either Party refuses to participate in this selection process within ten (10) days of notice, they shall be deemed to have waived their right to participate in the selection process and the Arbitrator shall be selected solely by the other Party.

An Arbitrator named on the above list may at any time by mutual agreement be bypassed or removed from the list and another Arbitrator substituted.

- b) The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated and make their award within thirty (30) days from the date of appointment with the Arbitrator. The Arbitrator shall deliver the award in writing to each of the Parties.
- c) Each Party shall bear its own cost and expenses of the Arbitration. The Parties shall each pay one-half (1/2) of the fees and expenses of the Arbitrator.
- d) The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions thereof, and in reaching it's decision, it shall be bound by the terms and conditions of this agreement.

## **ARTICLE 16 MANAGEMENT RIGHTS**

- 16:01 To operate and manage its business in all respects.
- 16:02 To maintain order.
- **16:03** To make and alter from time to time the rules and regulations to be observed by Employees providing such rules and regulations are not in conflict with this Agreement.
- 16:04 To direct the working force.
- **16:05** To determine job content, including methods, processes, and means of production and handling.
- **16:06** To select, hire, promote, demote, transfer, lay off because of lack of work, suspend and discharge any Employee provided, however, that any alleged wrongful suspension or discharge will be subject to the Grievance Procedure provided herein.
- **16:07** The Employers agree they will employ Union members only through the Union office with the right to not hire previously dismissed Employees.

It is agreed that the foregoing enumerations shall not be deemed to exclude other management functions and rights, and shall not be construed in any manner as a limitation on Management's Common Law Rights.

## ARTICLE 17 SUBCONTRACTING

- 17:01 Employers signatory to this Agreement shall not sub-let, assign or transfer work to any person, firm or corporation who is not signatory to this Agreement, prior to commencing work.
- **17:02** Piecework is not allowed under any condition.
- **17:03** Employees offered the regular hours of employment shall not engage in work noted under the Scope of Work of this Agreement, after hours.

## ARTICLE 18 HEALTH AND WELFARE

- 18:01 The Parties hereto acknowledge the IUPAT Local 177 Welfare Trust Fund as constituted by Trust Agreement dated July 1, 1991 and entered into by the Alberta Coating Contractors Association and the International Union of Painters and Allied Trades Local 177 together with all amendments hereto and agree to be bound by the terms of that agreement as amended from time to time by the Trustees appointed from time to time thereunder. Effective June 1, 2003, Employers signatory hereto will contribute for each and every hour worked by each Employee as per "Article 2:03 A to C". Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages. Upon the wages of any Employee becoming due, the said contributions will be calculated by the Employer and the gross contributions of the Employer for all hours worked by all Employees in a month, shall be deemed to be monies held in Trust for the Welfare Trust Fund and shall be forwarded by the Employer to the Fund's office no later than the fifteenth (15th) day of the month following. The liability of the Employer is limited to the contribution of funds.
- **18:02** Either of the Parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employer's pay records, and the Employer hereby agrees to any such inspection.
- **18:03** The Employer acknowledges that he (it) has received a copy of the said Trust Agreement with all amendments thereto up-to-date of this Agreement.
- 18:04 The Employer agrees that he (it) will execute and deliver to and in favour of the Trustees of the said Welfare Trust Fund such indenture as may be requested by the said Trustees so as to assure directly to them compliance by the Employer with all the terms and conditions of the said Trust Agreement as amended from time to time.
- 18:05 Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not be in derogation of, nor in any way limit any rights which the Union may have under this Agreement or otherwise.
- 18:06 The Parties recognize that the delinquencies of Employers in the payment of the said contributions to the Welfare Trust Fund as herein called for represents a particularly serious problem in the proper operation of the said Fund and accordingly they hereby agree to fully cooperate with each other and with the said Trustees to keep such delinquencies to a minimum. With this end in mind and without restricting the

generality of the said covenant to cooperate with both the said Trustees and Union, the Employer hereby expressly agrees:

- a) To extend full cooperation to any audit of the Employer's records instituted under Article 3:10 of the said Trust Agreement and;
- b) To assist the said Trustees in all reasonable ways to implement new and/or improved methods and procedures for detecting and collecting delinquencies and determining any disputes that may arise in connection with such delinquencies.

## ARTICLE 19 PENSION PLAN

#### 19:01 PENSION

The Parties hereto acknowledge the IUPAT Local 177 Pension Trust Fund as constituted by Trust Agreement dated July 1, 1991 and entered into by the Alberta Coating Contractors Association and the International Union of Painters and Allied Trades Local 177 together with all amendments hereto and agree to be bound by the terms of that Agreement as amended from time to time by the Trustees appointed from time to time thereunder.

- 19:02 Each Employer signatory hereto will contribute as per Article 2:03 B & C an amount equal to 1 hour (change reflected in rate sheets) and for Article 2:03 A an amount equal to 1 hour for each and every hour worked by each Employee embraced by this Agreement. Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from any Employee's wages. Such contributions are in excess of the wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages. For clarity, this means pension is paid on all hours worked and not subject to premium calculations for overtime rates.
- 19:03 Upon the wages of any Employee becoming due, the said contributions for that Employee will be calculated by the Employer (the total thereof being hereinafter called "Gross Contributions") and the aggregate of the Gross Contributions for all Employees in a month shall be deemed to be monies held in Trust for the Pension Plan and shall be forwarded by the Employer to the Fund's office no later than the fifteenth (15th) day of the month following. The liability of the Employer is limited to the contribution of funds.

- 19:04 Either of the Parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employer's pay records, and the Employer hereby agrees to any such inspection.
- **19:05** The Employer acknowledges that he (it) has received a copy of the said Trust Agreement with all amendments thereto up to the date of this Agreement.
- 19:06 The Employer agrees that they will execute and deliver to and in favour of the Trustees of the said Pension Plan such indenture as may be requested by said Trustees so as to assure directly to them compliance by the Employer with all the terms and conditions of the said Trust Agreement as amended from time to time.
- 19:07 Any right of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not be in derogation of, nor in any way limit any rights which the Union may have under this Agreement or otherwise.
- 19:08 The Parties recognize that delinquencies of Employers in the allocation and/or payment of any of the said Gross Contributions to the Pension Plan as above called for represents a particularly serious problem in the proper operation of the said Plan and accordingly they hereby agree to fully cooperate with each other and with the said Trustees to keep such delinquencies to a minimum. With this end in mind and without restricting the generality of the said covenant to cooperate with both the said Trustees and Union, the Employer hereby expressly agrees:
  - a) To extend full cooperation to any audit of the Employer's records instituted under the terms of the said Trust Agreement; and
  - b) To assist the said Trustees in all reasonable ways to implement new and/or improved methods and procedures for detecting and collecting delinquencies and determining any disputes that may arise in connection with such delinquencies.

## ARTICLE 20 UNIFIED REMITTANCE OF FUNDS

#### 20:01 REMITTANCES

- a) All Funds and Dues Check-Off payments required by this Agreement shall be recorded and itemized on a two separate Remittance Forms. One form shall be supplied by IUPAT Local 177 Benefit Trust Fund and will detail Health & Welfare and Pension contributions as described on the wage sheets and make provision for the listing of each Employee's name, Social Insurance Number and the total number of hours worked broken down by regular, overtime and double time, rate of pay, total gross earnings and union dues. Another remittance form shall be supplied to Local 177 for all other remittance funds and dues and make provision for the listing of each Employee's name, Social Insurance Number and the total number of hours worked broken down by regular, overtime and double time, rate of pay, total gross earnings and union dues.
- b) All Funds and Check-Off remittances shall be separated into two (2) cheques. One cheque for Health & Welfare and Pension dues shall be payable to IUPAT local 177 Benefit Trust Fund, c/o Ellement 10154 108 Street, NW, Edmonton, Alberta T5J 1L3. Another cheque shall be payable to IUPAT Local 177, 17804 118 Avenue NW, Edmonton, Alberta T5S 2W3 for remaining dues and funds.
- c) If an Employer has no Employees in any month, he shall submit a "NIL" report unless he is officially out of business.
- d) No discrimination will be made by the Local Union between one Fund and any other Fund when there is a failure on the part of any Employer to remit as specified by this Agreement.
- e) All monies required for the various Funds and Dues Check-Offs required by this Agreement are deemed to be held in Trust by the Employer until remitted under the terms of this Agreement
- f) In the case of a dispute that has proceeded to a written grievance, the Business Representatives of the Local Union may, during regular business hours, inspect the Employer's Company payroll records as to time and payment of wages, Welfare Trust Fund payments, Pension Trust Fund payments or any other Fund(s) and the required remittance of dues included in this Agreement. Failure to comply with this Clause within two (2) business days of receipt of written notice shall be just cause for withdrawal of Employees.
- g) Future contributions to the Health and Welfare, Pension and Training Trust Funds will be established as future final gross rate increases are known.

## ARTICLE 21 BUILDING TRADES OF ALBERTA FUND

21:01 An amount of five (\$0.05) cents per hour worked shall be deducted and remitted to IUPAT Local 177 in the form of an Employee contribution on the unified Remittance Forms. This Fund shall be administered by the Executive Board of IUPAT Local 177.

# **ARTICLE 22 UNION REPRESENTATIVE, SHOP & JOB STEWARDS**

- 22:01 The Company shall recognize the right of the Union to appoint a Steward from among the Employees present on the job. The Steward must be acceptable to the Employees and shall not be discriminated against for carrying out their duties as described in Articles 22:02 through 22:04.
- 22:02 The investigation and presentation of grievances with their Employer or the designated Company Representative in accordance with the provisions of the Collective Bargaining Agreement.
- **22:03** Notification to the Business Agent(s) of the Union of any grievance not adjusted to their satisfaction after presentation to the Employer's Representative.
- 22:04 Job Steward shall have no authority to take strike action or any other action interrupting the Employer's business. No Stewards shall be allowed to solicit membership in their organization or to collect any monies from Employees on the job during the working hours.
- 22:05 The Business Agent is to have access to all jobs covered by this Agreement, in carrying out their regular duties, after first notifying the Superintendent in charge of their presence on the job.
- 22:06 Providing the Steward is qualified to perform the job required, the Steward shall be one of the last eight (8) Employees remaining on the job within the Scope of this Agreement. Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rule (as amended from time to time) and have completed courses in Respect in the Workplace and a Stewards course offered by the Local Union.

## **ARTICLE 23 GENERAL AND SAFETY CONDITIONS**

- 23:01 Rest Period (Work Break): There will be a ten (10) minute rest period each morning and afternoon or first and second part of any shift, which however, shall not interfere with the general work pattern; Union members are not allowed to leave the job.
- 23:02 Any Employee called to a job and not required shall be paid two (2) hours time. If any Employee commences work and is sent home, they shall be paid one (1) hour extra up to a maximum of four (4) hours where their work is suspended because of inclement weather or other reasons beyond the control of the Employer.
- 23:03 Clean-Up Time: All Employees prior to the completion of the first half of their regular shift shall be allowed five (5) minutes to clean-up their person. Ten (10) minutes prior to the end of their regular shift will be allowed for brush and roller workers to clean-up their person; with twenty (20) minutes allowed for spray painters to clean-up their equipment and person.
- 23:04 It shall not be a breach of this Agreement for a Union member to refuse to cross a legal picket line.
- 23:05 During the life of this Agreement, there shall be no lockout or strike.
- 23:06 All Employees working inside tanks, penstocks, silos or with any materials more than normally injurious to clothing, will be supplied with proper protective clothing. This clothing will remain the property of the Employer. A competent worker shall be in attendance at all times as an assistant for safety purposes to the worker engaged in this classification of work.
- 23:07 All Personal Protective Equipment (except work boots) as required shall be supplied by the Employer. This shall include fire retardant coveralls. The Employee will be provided with an individual secure lock up for all tools and/or equipment provided to him/her by the Employer. There will be no expectation of the Employee to share any tools and/or equipment they have signed out from the Employer. The Employer reserves the right to deduct from the Employee's pay, the cost of those tools and/or equipment, in the event the Employee fails to return the tools and/or equipment, upon lay-off or discharge.
- 23:08 It is understood and agreed that the Parties to this Agreement shall at all times comply with the Accident Prevention and Safety Regulations of the Occupational Health and Safety Act, Regulation and Code. Any refusal by an Employee to work in contravention of such regulations shall not be a breach of this Agreement. Employees who disregard

- safety measures are subject to instant dismissal and a report made to the Union and to Occupational Health and Safety.
- 23:09 The Employer will supply gloves to all sandblasters. Sandblasters and painters, upon hire, shall purchase one new set of coveralls from the Employer and thereafter exchange as required with the Employer for one clean pair of coveralls during the continuous duration of employment with one Employer only.
- **23:10** The Employer shall supply to their Employee designate, clean drinking water, hand cleaner, eye wash, first-aid kit and clean rags or towels.
- 23:11 It is jointly understood that all Members dispatched from the IUPAT Local 177 shall, where required, possess (have) a medical assessment of fitness to wear a respirator, pulmonary function test and hearing test.
  - As a guideline for medical assessment of fitness to wear a respirator, the Occupational Health and Safety Act, Regulation and Code shall be used to determine if members are fit to wear a respirator.
- 23:12 The Employer shall provide suitable accommodations for Employees in which they may eat their lunches. These accommodations are to be heated in inclement weather and meet the sanitary standards agreeable to the Business Representative of the Local Union and the Employer. All shelters supplied by the Employer shall be mutually maintained by the Employer and the Employees.
- 23:13 When members are dispatched and company and/or jobsite orientations are required, the members will be paid at the dispatched rate.
- 23:14 It is jointly understood that all Members working under Article 2:03 C shall have, as a condition of employment, the following valid courses (as required):
  - CSTS
  - MEWP (Energy Safety Canada)
  - OSSA Regional Safety Orientation OR CSO (Energy Safety Canada)
  - Fall Protection (Energy Safety Canada)
  - Confined Space Entry/Monitor (Energy Safety Canada)
  - WHMIS 2015

#### 23:15 SAFETY TRAINING CERTIFICATES

The parties are committed to eliminating unnecessary, duplicate safety training. Therefore, Employees are expected to 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, Employees shall promptly provide to the Employer, copies of any applicable safety certificates by email, fax or personal presentation at an address of the Employer or any other method that will achieve this objective.

## ARTICLE 24 AREA SCOPE OF AGREEMENT

24:01 This Agreement embraces all Employees performing construction, maintenance or shop work coming within the scope of this Agreement and the Trade stated in this Agreement, or within the work jurisdiction of the Painter Employee and the Industry within the area noted below:

Local 177 of Edmonton and Calgary, Alberta, of the International Union of Painters and Allied Trades - as outlined in their respective Charters granted by the International Union of Painters and Allied Trades.

The length and width of the Province of Alberta, and that part of the Northwest Territories directly north and west of the Province of Alberta, including the District of MacKenzie.

With the exception that Employees domiciled within this area and sent to work beyond this area shall be governed by this Agreement or such parts of Painter or Painting Agreements in other areas, which are superior to this Agreement. The contractor or the employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty (50%) percent of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area.

# **ARTICLE 25 SAVINGS CLAUSE**

**25:01** Should any Article, or any provision, or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby. The affected Article or provision will be renegotiated.

## **ARTICLE 26 REGISTRATION OF AGREEMENT**

**26:01** A copy of this Agreement to be deposited with the Minister of Labour for the Province of Alberta.

# **ARTICLE 27 RESERVATIONS CLAUSE**

27:01 The Employer consents to the Union withdrawing its members from the job or shop For failure of the Employer to remit on time all monies owed by him to the Painters' Welfare Trust Fund, Painters' Pension Fund, Painters' Joint Trade Board, Union dues and assessments provided the Union gives the Employer twenty-four (24) regular working hours written notice of such withdrawal.

## **ARTICLE 28 NEGOTIATIONS**

- **28:01** Negotiations on individual Articles or portions of Articles may take place at anytime during the Agreement, providing commencing of negotiations are agreed to by both the Alberta Coating Contractors Association and the IUPAT Local 177.
  - It shall be a condition of this Agreement that all Parties to this Agreement shall abide by whatsoever changes will be negotiated during the life of this Agreement by the Alberta Coating Contractors Association and the IUPAT Local 177.
- 28:02 Enabling Provision: When in the opinion of any Party to this Agreement certain work might be secured for Painting Contractors signatory to this Agreement, the Parties hereto express their intent to consider amending certain provisions of this Collective Agreement by way of an Appendix where this action appears necessary and appropriate for certain Industrial, Commercial and Institutional projects, as specified, because of project type and size.

All enabling that is blanket and known to affect all contractors is to be done by negotiation between the Union and the Association and all contractors are to be advised of the revised agreement.

It is recognized there will be instances where a contractor is bidding an open shop project and will require that the project be enabled. In these cases, that contractor can arrange to enable the project direct with the Union. Since this project may be confidential or being bid on an invitational basis, there will be no obligation or requirement for the Union to advise the Association or any other contractors of this enabling. When a contractor is bidding on a project, it is the contractor's responsibility to contact the Union and ask if enabling has been requested and only at that time will the Union be obligated to advise the enabling terms.

**28:03** Special Project Needs Agreements (SPNA) may be accessed in accordance with the attached Letter of Understanding (Appendix "B").

## ARTICLE 29 SUCCESSORSHIP AND PRESERVATION OF WORK CLAUSE

## 29:01 SUCCESSORSHIP

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees. In the event of a sale, lease, transfer, assignment, receivership or bankruptcy proceedings or other disposition such operations shall continue to be subject to the terms and conditions of this Agreement. The Employer shall give notice of this agreement to any purchaser, lessee, transferee, assignee, etcetera. Such notice shall be in writing with a copy to the Union not later than the effective date of sale, lease or other form of disposition.

# 29:02 PRESERVATION OF WORK CLAUSE

- a) The Employer shall not carry out associated or related activities or businesses as described in Article 10 by or through another corporation, individual, firm, syndicate or association, or a combination of them, under the same control and direction.
- b) If the Employer does carry out such associated or related activities or businesses as referred to in the foregoing Article, the Employer shall be liable for compensation for lost wages, benefits and dues under this Agreement retroactive to the date of the establishment of the associated or related activities or businesses.

# **ARTICLE 30 DURATION OF AGREEMENT**

- 30:01 This Agreement shall remain in full force and effect for the period November 26, 2023 to April 30, 2025 inclusive. This Agreement to continue from year to year unless in any year not more than one hundred and twenty (120) days and not less than sixty (60) days from the date of expiry of this Agreement, either Party shall furnish the other with notice to request to commence Collective Bargaining for proposed revisions of, or additions to, any provisions thereof.
- 30:02 In such event, negotiations on any proposal, revision, addition or deletion shall take place between the Parties within fourteen (14) days of such notice, or as mutually agreed upon. The present Agreement shall continue until a new Agreement is signed or a strike or lockout commences.
- **30:03** Notification shall be made by registered letter and bargaining shall commence within thirty (30) days of date of issuance of letter.

## ARTICLE 31 ALBERTA COATING CONTRACTORS ASSOCIATION

#### 31:01 ACCA CONTRIBUTION

A contribution of two (\$0.02) cents per hour is to be paid and remitted by the Employer to finance the Alberta Coating Contractors Association (ACCA). The Union is to provide a monthly remittance report to the ACCA on all contributions due, collected, or past due for all contractors that are signatory to this Agreement which is due on the 15th of the month following receipt of the contributions.

## ARTICLE 32 ALCOHOL AND DRUG POLICY

#### 32:01 CONCURRENCE

Except for the matters set out in Articles 32.02 and 32.03 below, the Canadian Model dated-May 1, 2023, Version 6.1 [the "Canadian Model will be implemented by agreement under this Collective Agreement for the purposes set out in Section 1.1 of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.

#### 32:02 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 an Employee 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.

#### 32:03 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 an Employee 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.

#### 32:04 TEST RESULTS

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

#### 32:05 COLLECTION SITE DOCUMENTATION

In the event 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 Section II (10) and/or Section III (11) of Appendix A of the *Canadian Model*.

#### 32:06 REASONABLE CAUSE AND POST INCIDENT TESTING

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

## 32:07 RISK ASSESSMENT (POCT)

If an Employer requests an Employee to participate in a POCT risk assessment pursuant to Section 4.8.5 of the *Canadian Model*, and the Employee provides the urine sample, and the laboratory drug test result is negative, the Employee shall be paid for any time

the Employee would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the Employee's conduct in respect to the incident or reasons for the test request. If the Employee declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the Employee shall not be entitled to any pay for time the Employee would have otherwise worked while waiting for the laboratory result.

# **ARTICLE 33 LOCAL RESIDENTS**

#### 33:01

- a) A Local Resident is an individual who resides within a seventy-five (75) kilometre radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this Agreement.
- b) Local Residents residing within a forty-five (45) kilometre radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board, subsistence, camp accommodations or rotational leave provisions.

#### c) INDUSTRIAL ONLY

Local Residents residing between a forty-five (45) kilometre radius and a seventy-five (75) kilometre radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, camp accommodations or rotational leave provisions, but shall be paid a travel allowance of thirty-six (\$36.00) dollars per day worked to cover transportation expenses and travel allowance or if transportation is supplied by the Employer, a daily travel allowance of nineteen (\$19.00) dollars will be paid for each day worked. For the purposes of determining local residents in the Fort McMurray area, residents of Auzac and Saprae Creek will be considered to be residents of Fort McMurray for projects south of Fort McMurray and residents of Fort McKay will be considered to be residents of Fort McMurray for projects located north of Fort McMurray.

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

## ARTICLE 34 CANADIAN FORCES RESERVES

34:01 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 12, 2010.

# **ARTICLE 35 TOP WORKPLACE PERFORMANCE**

## 35:01 REFERRAL PRIVILEGES

- a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the Local Union Joint Trade Board and/or arbitrator shall be final and binding.
- c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the Local Union Joint Trade Board (or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager of the Local Union and two (2) members appointed by the Employer Association") may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

All of which is Agreed the 24 day of Novan be 2023 and signed on behalf of the Parties:



International Union of Painters and Allied Trades Local 177 **Alberta Coating Contractors Association** 



# INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 17, LOCAL UNION 177

Head Office: 17804 118 Ave NW, Edmonton, AB, Canada, T5S 2W3

PHONE: (780) 484-8645 FAX: (204) 942-6872 EMAIL: office177@dc17.ca

## APPENDIX "A"

## Letter of Understanding

By and Between

International Union of Painters and Allied Trades Local 177

And

**Alberta Coating Contractors Association** 

Re: Wage Determination

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate N. 58 and

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

## Now Therefore It Is Agreed as follows:

# 1. Definitions and Application

(a) "CPI Change" and "Oil Price" shall no longer be used to determine wage increases over the calendar year prior to the year of calculation.

## 2. Wage Schedules

- (a) Wage calculation schedules shall be published at the time of signing the aforementioned Collective Agreement.
- (b) If wage adjustments are deemed necessary by both parties the final determination shall be agreed upon and published in the Wage Schedules.

## 3. Effective Dates

- (a) The effective date for wage adjustments shall be:
  - November 26, 2023
  - ii. January 1, 2024
  - iii. January 1, 2025
- 4. This Letter of Understanding shall be attached to and form part of the Collective Agreement.
- 5. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any wage increases established under this Letter of Understanding shall continue until wages are renegotiated with the signing of a new Collective Agreement or Letter of Understanding.

All of which is Agreed the 24 day of Novamber 2023 and signed on behalf of the Parties:

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V	
International Union of Painters and	Alberta Coating Contractors Association

Allied Trades Local 177

#### APPENDIX "B"

## Letter of Understanding

## SPECIAL PROJECT NEEDS AGREEMENTS ("SPNA")

By and Between

International Union of Painters and Allied Trades Local 177

#### And

## **Alberta Coating Contractors Association**

Note: This Letter of Understanding will be attached to each Registration Collective Agreement and signed by the Parties to that Collective Agreement.

- 1. A SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
- 2. An Owner is an organization developing an Industrial Construction project in Alberta.

A Contractor shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.

The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.

- 3. An Owner, a Contractor of the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the "Coordinating Committee") and shall specify the location of the project and the scope of the work to be performed.
- 4. If the project gate is beyond daily commuting distance (beyond 125 km of the city centre of either Calgary or Edmonton), the SPNA for the project shall be in the form attached as Template A.
- 5. If the project gate is within daily commuting distance (within 125 km of the city centre of either Calgary, Edmonton, or within 45 km of the city centre of Red Deer), the SPNA for the project shall be in the form attached as Template B.

- 6. 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.
- 7. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
- 8. Upon the filing of a grievance under clause 7, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
- Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31<sup>st</sup> day after the SPNA is received from the Chair of the Coordinating Committee.
- 10. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provide therein.

Signed in Edmonton this 24 day of November, 2023 and signed on behalf of the Parties:

International Union of Painters and Allied Trades Local 177 **Alberta Coating Contractors Association** 

#### APPENDIX "C"

#### **IUPAT LOCAL 177 – SAFETY & INDUSTRY TRAINING COURSES**

IUPAT Local 177 is committed to providing Safety and Industry Related Courses as required and available.

JTB contributions are being utilized in developing and delivering a training program that provides both Safety and Industry related training for all members of Local 177 contributing to the JTB.

It is the intent of IUPAT Local 177 to continue to improve and add to the training we have available. Currently, we are supporting the following courses:

- CSTS
- CSO
- First Aid/CPR
- Confined Space Entry/Monitor
- Overhead Crane Safety
- MEWP
- Fall Protection

- Lead Based Paint Abatement
- Supervisory Training Program (LMCI/FTI STP)
- H2S
- Leadership for Safety Excellence (LSE)
- Forklift/Telehandler

The Union shall administer this fund and will provide an Annual Statement to the Alberta Coating Contractors Association, which may be made available to all signatory contractors.

It is jointly understood that all members of Local 177, where required, shall have the following valid courses:

- CSTS
- MEWP
- CSO
- First Aid/CPR
- Overhead Crane Safety
- H2S
- e HZS
- Fall Protection

 Confined Space Entry/Monitor

Safety training for potential members is the responsibility of the employer and worker in accordance with the Occupational Health and Safety Code.

Signed in Edmonton this 24 day of November, 2023 and signed on behalf of the Parties:

International Union of Painters and

Allied Trades Local 177

Alberta Coating Contractors Association

#### APPENDIX "D"

# Industrial Painter Equivalency Program International Union of Painters and Allied Trades

The painting trade has long been inclusive of all aspects of the trade, including residential, commercial, and industrial. In recent years, as a result of new technologies, different standards, and a desire by workers to specialize in one aspect of the trade or another there has been a shift, both by workers and employers, towards the formation of two similar, but distinct trades.

Recognizing this; the IUPAT had determined qualifications for the Industrial Painter would be different than the qualification of the commercial/residential painter and had developed the Journeyman Industrial Painter (JIP) equivalency program.

However, recently Alberta Industry Training (AIT) has updated the Painter Decorator Apprenticeship Curriculum to include all aspects of the Painter Decorator trade (residential, commercial, and industrial). As a result of this update, IUPAT will be discontinuing the JIP program and encouraging members to attend the AIT Painter Decorator program.

JIP examinations will not be held after December 31 2023. Individuals who have satisfied the requirements prior to this date will continue to be recognized as having JIP status.

IUPAT does recognize the previous gap in member attendance and AIT training. For members where it is not practicable to begin apprenticeship training they will be encouraged to attend Journeyman upgrade classes and given guidance on how to challenge their Red Seal examination through AIT. To be eligible for this training and guidance members must meet or exceed 15 000 hours in painting work experience and provide verifiable supporting documentation.

Signed in Edmonton this <u>24</u> day of <u>November</u>, 2023 and signed on behalf of the Parties:

International Union of Painters and Allied Trades Local 177	Alberta Coating Contractors Association