

STRUCTURAL IRONWORKERS

COLLECTIVE AGREEMENT

FOR THE PROVINCE OF ALBERTA

between

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

Pursuant to Registration Certificate #48

and

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

Effective July 8, 2007 To April 30, 2011

May 4, 2008 Amended wage rates as a result of the COLA Clause

Published May 1, 2008

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**PROVINCIAL
STRUCTURAL IRONWORKERS COLLECTIVE AGREEMENT**

July 8, 2007 - April 30, 2011

- Between -

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION:

Ironworkers - Structural (Provincial) Trade Division

(hereinafter referred to as the "Association")

on behalf of and as agent for all employers who employ
members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 48 (General Construction Structural
Ironworkers)

(hereinafter referred to as the "Employers")

Party of the First Part

and

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

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

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

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

Party of the Second Part

WHEREAS, the Registered Employers' Organizations that are parties hereto were parties to a Collective Agreement with the Unions that are parties hereto, which Collective Agreement expired on April 30, 2007, and

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

NOW THEREFORE the Parties hereto agree as follows:

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

ARTICLE ONE - PURPOSE

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

ARTICLE TWO - SCOPE

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

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

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

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

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

- Electrical power generation, hydro or thermal power plants
- Development of Mining and Smelting Properties
- Development of Oil Sands Properties
- Oil Refineries, Upgraders and all forms of hydrocarbon production, extraction or processing
- Development of Chemical Plants
- Pulp, paper or timber/wood processing mills or sawmills
- Toxic waste disposal systems
- Production and processing plants for natural gas, liquid petroleum products and manufactured gases
- Base/Precious/Other Metal production plants or upgraders of any and all kinds
- Pumping stations and compressor stations of greater than \$25 million in construction value
- Cement, lime and gypsum plants

In addition, industrial work shall include such work as may reasonably be considered as Industrial Construction as is mutually agreed by a committee of two (2) members appointed by the Employers Association and two (2) members appointed by the Union, and ratified by the Trade Division. This committee shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party.

- 2.04** Employers covered by this Agreement, recognize the work jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers as set out under Trade Jurisdiction Appendix "A" of this Agreement.
- 2.05** The Employer agrees that only journeyman and apprentice Ironworkers shall be employed on any work described in this Article and Appendix "A".
- 2.06** The Employer agrees that he will not sub-contract work within the scope of this Agreement to a contractor that does not agree to honor the terms and conditions of this agreement.
- 2.07** It is agreed that this Agreement shall supersede any other Agreement that has been entered into by and between any of the parties hereto which embraces any of the work defined above, which is dated prior to the signing of this Agreement.
- 2.08** Effective May 4, 2008, workers dispatched by the Union shall be in possession of OSSA certified site orientation training.
- 2.09** The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices who will join the union.

It is intended that RAP students will work under and be paid in accordance with the Guidelines for Employment developed and amended from time to time by the Trustees of the Alberta Unionized Continuing Education Trust Fund. The provisions of this Collective Agreement, with the exception of this clause, will not apply to the employment of RAP students.

ARTICLE THREE - JURISDICTIONAL DISPUTES

- 3.01** Any jurisdictional dispute between the Union and any other Building and Construction Trades Union or between the Employer and the Union that involves any work undertaken by the Employer shall be settled in accordance with the

Procedural Rules stipulated in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

ARTICLE FOUR - NO STRIKES OR LOCKOUTS

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

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

The Employer and the Union agree that they will not discriminate against any employee who may or may not cross a picket line where a legal strike exists.

ARTICLE FIVE - UNION SECURITY

5.01 For those classifications described in Article 2.02 of this Agreement, the Employer agrees to employ only members in good standing of the International Association of Bridge, Structural and Ornamental and Reinforcing Ironworkers, through the business offices of Locals 720 and 725, as long as the Unions can supply workers in sufficient numbers to take care of the Employer's needs. The Employer shall have the right to name hire foremen and up to twenty-five percent of the remaining employees taken from the applicable union "out of work list." If the Unions cannot supply journeymen and apprentices within twenty-four (24) hours in the city of Edmonton and Calgary; forty-eight (48) hours beyond a one hundred kilometer radius of the cities of Edmonton and Calgary (exclusive of Saturdays, Sundays, and holidays) the Employer may hire workers elsewhere and such a hire will not be considered a name hire. In such case, the employees so hired shall, as a condition of maintaining their employment, make application to become members of the Union within 15 days of their employment? .

5.02 It shall be the responsibility of the Union to determine when a member is in good standing.

5.03 As a condition of continued employment, the employee shall maintain good standing in and with the Union. Failure to comply with the above requirements shall result in the Employer terminating each delinquent employee.

5.04 The Union agrees that in the event any employee is terminated at the request of the Union for reasons set out in clause 5.03, the Union shall replace such person with a person acceptable to the employer on the job at no cost to the Employer.

- 5.05** All Journeymen and Apprentices will submit a work order or dispatch slip signed by the Business Agent or the Business Agent's representative, to the Employer or the Employer's representative before commencing employment, unless circumstances require the order or slip to be mailed or faxed at the request of the Employer. A dispatch slip will be issued by the Union to persons hired in accordance with this Collective Agreement. (probationary members or travel card members must sign the dispatch slip).
- 5.06** Should the Employer wish to reduce the number of employees employed on any job, the Foreman shall notify the Job Steward and the employees shall be laid off in the following sequence providing the remaining employees are qualified to perform the remaining work:
- (i) Probationary members
 - (ii) Travel Card Members from outside Alberta.
 - (iii) Travel Card Members from inside Alberta.
 - (iv) Members of the Local Union in whose jurisdiction the work falls.
 - (v) Probationary Members or Travel Card members from outside Alberta, may be transferred to another project with the permission of the Union. Permission is not required to transfer travel card or permit members from one in-town commercial project to another one.
- 5.07** Upon at least five (5) days prior telephone notification, following up by letter, to the Business Agent of the Local Union in whose territory a project is situated, an employer shall be permitted to assign up to four (4) Ironworkers, inclusive of General Foremen and/or foremen, from the territorial jurisdiction of one local Union to the other, provided such employees are members of their Local Union and not probationary members and have been in the employ of the employer for a period of at least thirty (30) calendar days prior to assignment. Prior to commencing work, the employer shall employ one (1) Ironworker from the Local Union holding the territorial jurisdiction, who shall act as the Job Steward. The assigned Ironworkers must report to the Local Union office, prior to commencing work. All additional Ironworkers shall be hired from the Local Union holding the territorial jurisdiction.

ARTICLE SIX - DUES CHECK-OFF

- 6.01** The Employer agrees to deduct and remit all Union dues, fees, and assessments authorized by the employee in writing, and shall deduct from the first pay period of each month such sums for monthly dues, fees, and assessments as may be notified officially in writing by the Local Union. Such deductions shall be forwarded to the

Financial Secretary Treasurer of Local Unions not later than the 15th day of the following month. Such remittance shall be accompanied by a statement of the names of the employees from whom such monies have been deducted.

ARTICLE SEVEN - DUES SUPPLEMENT

- 7.01** The Employer agrees to deduct from the Ironworkers' wages 3.75% of straight time base rate plus vacation and statutory holiday pay, (no benefits) times all hours worked in a pay period, for all hours that the employee covered by this Agreement is employed by the Employer, and forward same to the offices of the Financial Secretaries not later than the 15th day of the following month in which the said dues were deducted.

ARTICLE EIGHT - RESERVATION OF MANAGEMENT RIGHTS

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

The Employer retains the sole and exclusive control over all matters concerning the operation and management and administration of his/her business; the determination of locations or termination of facilities; the determination of service or work to be performed; the direction and control of employees, including qualifications, the determination of quality and quantity standards, the daily assignment of work and overtime to the employees; the right to select, hire, promote, transfer; the right to discipline and discharge for just cause; the right to determine processes, methods and procedures to be employed, including technological change; the right to make and enforce rules, including safety matters and to perform other functions inherent in the administration and control of the business.

ARTICLE NINE - BUSINESS AGENTS

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

ARTICLE TEN - JOB STEWARDS

10.01 Job Stewards shall be recognized on all jobs and they shall not be discriminated against. It will be his/her duty to attend to all complaints between the workers on the job and the company to endeavor to reach a settlement before these complaints become grievances.

- a) Where, in the opinion of the Union, a Job Steward is deemed necessary, the Steward shall be a working Journeyman appointed by the Business Manager of the Union or his representative, who shall in addition to their work as a Journeyman be permitted to perform, during working hours, such of their Union duties as cannot be performed at other times.
- b) The Union, whenever practical, will supply certified job stewards who have been trained to deal with issues arising under the Canadian Model Alcohol and Drug Guidelines and Work Rule.
- c) In the event an Employer establishes additional shifts, the Business Manager of the Union or their representative will appoint a Job Steward for that shift(s).

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

10.02 The Business Representative shall be notified of the reason if a Job Steward is discharged. The Business Representative shall inform the Employer of the appointments of all Job Stewards.

10.03 Under no circumstances shall Job Stewards or any employee make any arrangements with the Foreman or Management, or vice versa, that will change or conflict in any way with any section or terms of this Agreement without approval of the Business Representative and the Employer.

10.04 Providing the steward is qualified to perform the job required, the Steward shall be one of the last five (5) employees remaining on the job within the scope of this Agreement.

10.05 Stewards will be notified of all scheduled lay-offs or terminations prior to the employee receiving notice of same. A lay-off or termination will not be deemed to be invalid for failure to comply with this clause.

ARTICLE ELEVEN - GRIEVANCE PROCEDURE

11.01 Definition of Parties or Party

"Party" or "Parties" for purposes of the grievance procedure and arbitration mean an Employer, or the Trade Division, and employee or the Union.

All differences between the Employer or the Trade Division and the Union regarding the interpretation, application, operation or an alleged violation of this Agreement shall be settled without stoppage of work or lockout, by negotiations. Jurisdictional disputes shall not be settled by this Grievance Procedure as hereafter provided.

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until he has first given to his Foreman or Supervisor an opportunity to adjust his complaint. Should the complaint or grievance of the employee not be satisfactorily adjusted, it shall be reduced to writing, with or without the aid of the Union Grievance Steward, and may then become a subject of discussion as provided in the following paragraph.

11.02 Either the Union, an employee, or the Employer or the Trade Division may institute a grievance under the terms of this Agreement. If they fail to settle same within thirty (30) calendar days, either of the parties may proceed under the arbitration provisions.

11.03 An aggrieved party shall submit the complaint in writing, within a period of seven (7) calendar days, to the Steward, or in the Steward's absence, the Business Agent of the Union, who shall endeavor to settle the complaint between the employee and his immediate supervisor.

11.04 If the complaint is not settled within two (2) days (excluding Saturdays, Sundays, and holidays) it may be referred to the Project Manager or a Company Labour Relations Representative and an official representative of the Union.

11.05 Pre-Arbitration Process;

- (a)** If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (b)** In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (c)** Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal

interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.

- (d) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
 - (e) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
 - (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
 - (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.
 - (h) No lawyers shall be permitted to participate in the JGP proceedings
- 11.06** Where circumstances warrant, time limits may be extended by mutual agreement between both parties.
- 11.07** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure. Grievances between the Union and an Employer or the Trade Division may commence at Article 11.05.
- 11.08** Discharge cases: A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Management within three working days after the employee ceases to work for the Employer.

ARTICLE TWELVE - ARBITRATION

- 12.01** If a grievance has not been settled as provided for in the preceding grievance procedure, the grievance shall be set in writing stating the nature of the complaint, the section or sections of the Agreement infringed upon or claimed to have been

violated and the remedy or correction claimed and the matter may be submitted to Arbitration for final resolution within ten days following the completion of the preceding grievance procedure.. The Union or its representative may process the grievance at this point on behalf of the employee, and the Trade Division may process a grievance at this point on behalf of an Employer.

- 12.02** If a single Arbitrator is not the choice of the two parties each party shall appoint one member as its representative on the Arbitration Board within seven days of such notices. The two members so appointed shall endeavor to select an independent chairman.
- 12.03** If the two members fail to select a chairman within five days after the day on which the last of the two members is appointed, they shall request the Minister of the Department of Labour to select a chairman.
- 12.04** The Arbitrator/Arbitration Board may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Agreement.
- 12.05** The Arbitrator/Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the chairman except that with the consent of both parties such limitation of time may be extended. The findings and decision of a majority of the members of a Grievance Board on all arbitrable questions shall be binding on all parties.
- 12.06** Each party to the difference shall bear the expenses of its respective nominee to the Arbitration Board and the two parties shall bear the expenses of the chairman equally.

ARTICLE THIRTEEN - SAVING CLAUSE

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

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

ARTICLE FOURTEEN - HOURS OF WORK

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

14.02 (a) Lunch Breaks:

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

In the event that an employee is required to work during his regular lunch period he shall be allowed a one-half hour lunch period between the hours of 11:30 a.m. and 1:00 p.m., otherwise he shall be paid double time for working through said lunch period.

(b) Overtime Meals:

Employees will not be required to work more than three (3) hours (unless the overtime was not scheduled at least one day in advance, in which case it will be two hours) after an eight hour shift, or one (1) hour after a ten hour shift, without a meal period intervening. If more than one meal occurs in the period worked by the employee the Employer shall provide the extra hot meal at no expense to the employee. The employee will be paid for the time spent consuming the meal at the applicable hourly rate of pay or alternatively the foreman can designate a one-half hour meal period at straight time rates. If no meal and time to consume it is provided, the Employer will provide a thirty (\$30.00) dollar meal allowance in lieu of both.

In the event of the employees bringing their meals, they will be allowed one-half hour to consume the meal and will be paid for the said time at the applicable hourly rate of pay.

Examples of the four options for overtime meal breaks:

1. workers are provided with an overtime meal and a break of less than one-half hour; workers are paid at overtime rates for meal break
2. workers are provided with an overtime meal and a full ½ hour break; workers are paid for ½ hour at straight time rates
3. workers are not provided with a meal or a break; workers are paid \$30.00
4. workers bring their own meal; workers are provided a ½ hour break at overtime rates.

(c) Where a supervisor is required to;

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

- (iii) start up to one half (½) hour earlier and finish up to one half (½) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 14.02 (b) will not apply unless those provisions are applicable to the rest of the crew

(d) **Work Breaks:**

All employees covered by this agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the job during regular working hours. If extended overtime is required, additional coffee breaks shall be permitted during such overtime after each two (2) hours following the conclusion of each overtime meal break. However, for a compressed work week schedule, employees shall be permitted a break of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of such shifts.

14.03 All work performed after a regular shift in any one (1) day shall be considered overtime until a break of eight (8) hours occurs and shall be paid at the rate of double time, except for the first two hours of daily overtime Monday through Friday which shall be paid at the rate of time and one half. All hours worked on Saturday and Sunday shall be paid for at the rate of double time. If an employee is required to work before an eight (8) hour break occurs he will be paid double time rates until such time as an eight (8) hour break occurs. Required travel time shall not be included in calculating the said eight (8) hour break.

Notwithstanding the above, on that work which is commercial or institutional, the first ten (10) hours of overtime worked on a Saturday will be paid at time and one-half. It is agreed that commercial or institutional work shall include all work where commercial terms are applied by other Building Trades Unions or any work which the Parties to this Agreement mutually agree is commercial work.

14.04 Shift work is defined as a continuous operation outside of regular working hours and shall be worked for a minimum of two (2) consecutive working days, otherwise overtime rates shall be paid for all hours worked outside of the regular daily or weekly hours. Such shift work may be started between the hours of 12:00 noon and 4:00 a.m. except that no shift shall commence before midnight Sunday.

14.05 Employees working on other than day shift on a two (2) or three (3) shift operation, shall receive a premium of **three dollars (\$3.00)** per hour in addition to their wages for all hours worked on a second shift or a third shift. For the purpose of calculating overtime premiums applicable where shifts are being worked, the regular work week commences at 8:00 a.m. Monday and ends at 8:00 a.m. Saturday. Saturday and Sunday overtime premiums will apply from 8:00 a.m. Saturday until 8:00 a.m. Monday with the exception that a Friday night shift which is scheduled to end at 8:00 a.m. Saturday will have the first two hours of overtime payable at one and one half (1½x) times. The 8:00 a.m. times referred to in this clause are subject to the "deviation" referred to in clause 14.01. The same principle will apply to compressed work weeks with the regular work week starting at 7:00 a.m. Monday and ending at 7:00 a.m. on Friday. Friday overtime at time and one-half would apply to shifts falling between 7:00 a.m. Friday and 7:00 a.m. Saturday

- 14.06** The starting time and quitting time for an off shift shall be mutually agreed between the Union and the Employer.
- 14.07** In the event of staggered working hours of either shift work or overtime, beyond transit hours, suitable transportation will be supplied by the Employer.
- 14.08** The Employer may establish a compressed work week schedule from Monday to Thursday on any project, providing such schedule lasts a minimum of one full week. A variance from the Monday to Thursday schedule will require mutual agreement. Where a ten hour day is scheduled the start time will normally be 7:00 a.m. which may be varied by up to one hour in either direction to meet site scheduling needs.
- Overtime rates of one and one-half time (1½x) the basic rate will apply for the first ten (10) hours worked on Friday. Double time rates will apply on hours worked after the regularly scheduled work day of the compressed work week.
- 14.09** In the event a Statutory Holiday falls on a regularly scheduled day off refer to Article 18.00.
- 14.10** The Parties understand and agree that on the remote jobsites or where special conditions apply, scheduling of extended work weeks/days off may be beneficial to the completion of the work and in those circumstances the Parties may mutually agree to a work schedule to meet job conditions. Special Project needs will be addressed by the Parties in concert with other stakeholders in accordance with the process established by the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.

ARTICLE FIFTEEN - REPORTING FOR WORK

- 15.01** An employee called out to work after he has completed his regular shift and gone home shall be given not less than two hours work, or if work is not available, shall be paid for two hours at the overtime rate plus any applicable transportation and travel allowance.
- 15.02** When an employee on a job or project reports as usual for work, but is unable to commence work because of circumstances within the control or responsibility of the Employer, he shall be given two (2) hours' pay plus travelling allowance if applicable, for reporting on the job, provided, however, that the employee remains on the job during the two (2) hour period if required by the Employer, and performs any work requested which, in the opinion or judgement of his foreman, after conferring with the job steward, can be accomplished. If reporting time occurs during Saturdays, Sundays, holidays, or overtime hours then overtime rates shall apply.

ARTICLE SIXTEEN - WAGES**16.01 Industrial Rates** (for work on projects as defined in Clause 2.03)

EFFECTIVE DATE	BASE RATE	V.P.	S.H.P.	H&W	PENS.	APPR. FUND	TOTAL
<u>Industrial Rates</u>							
Foreman							
July 8/07	40.63	2.44	1.63	1.50	4.96	0.40	51.56
May 4/08	41.99	2.52	1.68	1.75	5.39	0.40	53.73
May 3/09	44.09	2.65	1.76	2.00	5.82	0.50	56.82
May 2/10	45.78	2.75	1.83	2.00	6.25	0.60	59.21
Journeyman							
July 8/07	35.13	2.11	1.40	1.50	4.96	0.40	45.50
May 4/08	36.49	2.19	1.46	1.75	5.39	0.40	47.68
May 3/09	38.59	2.32	1.54	2.00	5.82	0.50	50.77
May 2/10	40.28	2.42	1.61	2.00	6.25	0.60	53.16
Generalist 4th year (90% of Journeyman)							
July 8/07	31.62	1.90	1.26	1.50	4.96	0.40	41.64
May 4/08	32.84	1.97	1.31	1.75	5.39	0.40	43.66
May 3/09	34.74	2.08	1.39	2.00	5.82	0.50	46.53
May 2/10	36.25	2.18	1.45	2.00	6.25	0.60	48.73
3rd Level (80% of Journeyman)							
July 8/07	28.10	1.69	1.12	1.50	4.96	0.40	37.77
May 4/08	29.19	1.75	1.17	1.75	5.39	0.40	39.65
May 3/09	30.88	1.85	1.24	2.00	5.82	0.50	42.29
May 2/10	32.22	1.93	1.29	2.00	6.25	0.60	44.29
2nd Level (70% of Journeyman)							
July 8/07	24.59	1.48	0.98	1.50	4.96	0.40	33.91
May 4/08	25.54	1.53	1.02	1.75	5.39	0.40	35.63
May 3/09	27.02	1.62	1.08	2.00	5.82	0.50	38.04
May 2/10	28.20	1.69	1.13	2.00	6.25	0.60	39.87
1st Level (60% of Journeyman)							
July 8/07	21.08	1.26	0.84	1.50	4.96	0.40	30.04
May 4/08	21.89	1.31	0.88	1.75	5.39	0.40	31.62
May 3/09	23.16	1.39	0.93	2.00	5.82	0.50	33.80
May 2/10	24.17	1.45	0.97	2.00	6.25	0.60	35.44

EFFECTIVE DATE	BASE RATE	V.P.	S.H.P.	H&W	PENS.	APPR. FUND	TOTAL
Pre-Apprentice (50% of Journeyman)							
July 8/07	17.57	1.05	0.70	1.50		0.40	21.22
May 4/08	18.24	1.09	0.73	1.75		0.40	22.21
May 3/09	19.30	1.16	0.77	2.00		0.50	23.73
May 2/10	20.14	1.21	0.81	2.00		0.60	24.76

Pre-Apprentices must be indentured within a maximum of six months from date of hire.

Industrial Welder Apprentices Rates: (Journeyman, foreman and Pre-Apprentice rates are the same as Ironworkers rates above)

3rd Level (90% of Journeyman)							
July 8/07	31.62	1.90	1.26	1.50	4.96	0.40	41.64
May 4/08	32.84	1.97	1.31	1.75	5.39	0.40	43.66
May 3/09	34.74	2.08	1.39	2.00	5.82	0.50	46.53
May 2/10	36.25	2.18	1.45	2.00	6.25	0.60	48.73
2nd Level (75% of Journeyman)							
July 8/07	26.35	1.58	1.05	1.50	4.96	0.40	35.84
May 4/08	27.37	1.64	1.09	1.75	5.39	0.40	37.64
May 3/09	28.95	1.74	1.16	2.00	5.82	0.50	40.17
May 2/10	30.21	1.81	1.21	2.00	6.25	0.60	42.08
1st Level (60% of Journeyman)							
July 8/07	21.08	1.26	0.84	1.50	4.96	0.40	30.04
May 4/08	21.89	1.31	0.88	1.75	5.39	0.40	31.62
May 3/09	23.16	1.39	0.93	2.00	5.82	0.50	33.80
May 2/10	24.17	1.45	0.97	2.00	6.25	0.60	35.44

Inflation Protection:

The above wage schedules entitled Article **16.01 Wage Rates: Industrial** were calculated using negotiated increases in the second, third, and fourth years of the contract as follows:

May 4, 2008 the gross rate was increased by 5% of the gross rate in effect at the expiry of the 2003 to 2007 Agreement

May 3, 2009 the gross rate was increased by 6.5% of the gross rate in effect on May 4, 2008

May 2, 2010 the gross rate was increased by 5% of the gross rate in effect on May 4, 2008

Should the CPI Alberta (all items) Rate, as defined in the paragraph below with one percentage point added to it, amount to a higher percentage than the

percentage increase negotiated for the next following wage adjustment date, then the above wage schedule will be recalculated to reflect an increase equivalent to such higher percentage.

Where the “CPI Alberta Rate” is used in this Agreement, it shall mean the percentage rate of change between the Consumer Price Index published for December of the year immediately prior to the effective date of the wage adjustment, and that for December of the year before that. The indices referenced shall be those published by Statistics Canada on the web page “Consumer Price Index (monthly) (Alberta)” (e.g. <http://www40.statcan.ca/101/cst01/cpis01j.htm>) “All Items” index.

16.02 Commercial & Institutional Project Rates**Commercial & Institutional Rates****Foreman (+4.75)**

July 8/07	37.38	2.24	1.50	1.50	4.00	0.40	47.02
May 4/08	38.74	2.32	1.55	1.75	4.40	0.40	49.16
May 3/09	40.84	2.45	1.63	2.00	4.80	0.50	52.22
May 2/10	42.53	2.55	1.70	2.00	5.25	0.60	54.63

Journeyman (+2.25)

July 8/07	32.63	1.96	1.31	1.50	4.00	0.40	41.80
May 4/08	33.99	2.04	1.36	1.75	4.40	0.40	43.94
May 3/09	36.09	2.17	1.44	2.00	4.80	0.50	47.00
May 2/10	37.78	2.27	1.51	2.00	5.25	0.60	49.41

Generalist 4th year (90% of Journeyman)

July 8/07	29.37	1.76	1.17	1.50	4.00	0.40	38.20
May 4/08	30.59	1.84	1.22	1.75	4.40	0.40	40.20
May 3/09	32.49	1.95	1.30	2.00	4.80	0.50	43.04
May 2/10	34.00	2.04	1.36	2.00	5.25	0.60	45.25

3rd Level (80% of Journeyman)

July 8/07	26.10	1.57	1.04	1.50	4.00	0.40	34.61
May 4/08	27.19	1.63	1.09	1.75	4.40	0.40	36.46
May 3/09	28.88	1.73	1.16	2.00	4.80	0.50	39.07
May 2/10	30.22	1.81	1.21	2.00	5.25	0.60	41.09

2nd Level (70% of Journeyman)

July 8/07	22.84	1.37	0.91	1.50	4.00	0.40	31.02
May 4/08	23.79	1.43	0.95	1.75	4.40	0.40	32.72
May 3/09	25.27	1.52	1.01	2.00	4.80	0.50	35.10
May 2/10	26.45	1.59	1.06	2.00	5.25	0.60	36.95

1st Level (60% of Journeyman)

July 8/07	19.58	1.17	0.78	1.50	4.00	0.40	27.43
May 4/08	20.39	1.22	0.82	1.75	4.40	0.40	28.98
May 3/09	21.66	1.30	0.87	2.00	4.80	0.50	31.13
May 2/10	22.67	1.36	0.91	2.00	5.25	0.60	32.79

Pre-Apprentice (50% of Journeyman)

July 8/07	16.32	0.98	0.65	1.50		0.40	19.85
May 4/08	16.99	1.02	0.68	1.75		0.40	20.84
May 3/09	18.05	1.08	0.72	2.00		0.50	22.35
May 2/10	18.89	1.13	0.76	2.00		0.60	23.38

Pre-Apprentices must be indentured within a maximum of six months from date of hire.

Commercial Welder Apprentice Rates (Journeyman, foreman and Pre-Apprentice rates are the same as Ironworkers rates above)

3rd Level (90% of Journeyman)

July 8/07	29.37	1.76	1.17	1.50	4.00	0.40	38.20
May 4/08	32.84	1.97	1.31	1.75	4.40	0.40	42.67
May 3/09	34.74	2.08	1.39	2.00	4.80	0.50	45.51
May 2/10	36.25	2.18	1.45	2.00	5.25	0.60	47.73

2nd Level (75% of Journeyman)

July 8/07	24.47	1.47	0.98	1.50	4.00	0.40	32.82
May 4/08	27.37	1.64	1.09	1.75	4.40	0.40	36.65
May 3/09	28.95	1.74	1.16	2.00	4.80	0.50	39.15
May 2/10	30.21	1.81	1.21	2.00	5.25	0.60	41.08

1st Level (60% of Journeyman)

July 8/07	19.58	1.17	0.78	1.50	4.00	0.40	27.43
May 4/08	21.89	1.31	0.88	1.75	4.40	0.40	30.63
May 3/09	23.16	1.39	0.93	2.00	4.80	0.50	32.78
May 2/10	24.17	1.45	0.97	2.00	5.25	0.60	34.44

Pre-Apprentices must be indentured within a maximum of six months from date of hire.

Commercial Welder Apprentice Rates (Journeyman, foreman and Pre-Apprentice rates are the same as Ironworkers rates above)

ARTICLE SEVENTEEN - APPRENTICES

- 17.01** Ironworker and Welder apprentices shall serve a three year apprenticeship, divided into three levels of twelve months, or 1500 hours, each, except for an Ironworker Generalist who will continue to serve four levels of nine months or 1125 hours each. Apprentices must attend and pass the appropriate technical training courses to advance to the next level.
- 17.02** Apprentices shall be dispatched to work with Journeymen Ironworkers on the maximum basis of one apprentice to one Journeymen employed on the job. The Employer and Union may agree to vary the apprentice to journeyman ratio.
- 17.03** Where Ironworkers are employed on application of sheeting, ornamental and finishing work, the ratio of not more than one Apprentice to one Journeymen will apply on such work. The Employer and Union may agree to vary the apprentice to journeyman ratio.
- 17.04** Each Union Apprentice member, after a reasonable probationary period (not to exceed 180 days) will be required to show proof of indentureship. Every candidate for membership in the Ironworker Trade shall appear before the Examining Committee of the respective locals.
- 17.05** The Apprentice shall meet terms and obligations as set out by the trustees of the Alberta Ironworkers Apprenticeship and Training Program or Fund.

ARTICLE EIGHTEEN - STATUTORY HOLIDAYS

- 18.01 (a)** All time worked on the following holidays shall be paid for at the rate of double time:

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

and any such days which may be declared as a general holiday by the Federal and/or Provincial Governments.
- (b)** Where any of the above Holidays falls on a regularly scheduled day(s) off, the following work day(s) will be observed in lieu thereof, unless varied by mutual consent. In this situation work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective

Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

- 18.02** No work shall be performed on Labour Day, except where safety to life or property makes it necessary.
- 18.03** No member shall be asked to travel to any job on any of the above mentioned Holidays unless mutually agreed upon.

ARTICLE NINETEEN - VACATION PAY STATUTORY HOLIDAY PAY

- 19.01** All employees covered by this Agreement shall receive six percent (6%) of their gross hourly wages for vacation pay and four per cent (4%) of their gross hourly wages for statutory holiday pay. Each employee shall receive his vacation allowance on his gross wages in accordance with Articles 16.00 and 16.01 of this Agreement which shall be included in his weekly pay unless if the employees of an Employer decide to receive their holiday pay at the employee's holiday period or termination and at the end of the calendar year. Income tax on this amount to be deducted weekly.

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

ARTICLE TWENTY - HEALTH & WELFARE TRUST FUND

- 20.01** For the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Ironworkers Health & Welfare Trust Fund of Western Canada for each employee covered by the said Collective Bargaining Agreement as follows:
- 20.02** For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as per Article 16.00 of this Agreement to the above named Health and Welfare Trust Fund.
- 20.03** For the purpose of this article, hours for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable and each overtime hour shall be counted as one regular hour for which contributions are payable.
- 20.04** Contributions shall be paid on behalf of an employee starting with the employee's first hour of employment in a job classification covered by the Collective Bargaining Agreement.

20.05 The payments to the Health and Welfare Fund required above, shall be made to the Ironworkers Health and Welfare Trust Fund of Western Canada, Funds Administrative Service, 9th floor, 9707 110 Street, Edmonton, Alberta, T5K 3T4 established under an Agreement and Declaration of Trust which shall provide for joint Administration of an equal number of Employer and Union Trustees. When the said Trust Agreement was adopted, the Employer and the Union agreed to become parties to such an Agreement and to be bound by all the terms and provisions thereof, and a copy of such Trust Agreement shall be attached to and become part of this Collective Bargaining Agreement.

20.06 It is agreed that all contributions shall be made at such time and in such manner as the Trustees of the Health and Welfare require; and the Trustees shall have the authority to have an independent person, who is qualified to perform an audit, audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health and Welfare Trust Fund of Western Canada.

20.07 If an Employer fails to make contributions to the Health and Welfare Fund within fifteen (15) days after the date required by the Trustees of the Health and Welfare Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Article, any provisions of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable cost for collecting the payments due together with any reasonable legal fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

20.08 The Trustees of the Health and Welfare Fund shall, among other things, have the authority to determine the type and amount of benefits to be provided, the eligibility rules governing entitlement to benefits and whether and to what extent benefits are to be provided for dependents of covered employees.

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

20.09 It is further agreed that all contributions to the Health and Welfare Trust Fund shall accrue on a daily basis and, pending the date that contributions are to be remitted to the Health and Welfare Trust Fund as required by Article 20.06 of this Collective Bargaining Agreement, shall be held by each Employer in trust on behalf of its employees or an amount equal to such contributions shall be, and is hereby deemed to be, held separate and apart from the other property of the Employer. Further, the parties to this Collective Bargaining Agreement agree that, solely for the purpose of the Employment Standards Code, the contributions due or accruing due by each Employer

to the Health and Welfare Trust Fund shall be, and are hereby deemed to be, a "wage" of the employees for whom contributions are made or to be made, as the term "wage" is used and defined in the Employment Standards Code.

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

ARTICLE TWENTY ONE - PENSION TRUST FUND

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

21.07 If an Employer fails to make contributions to the Pension Trust Fund within 15 days after the date required by the Trustees of the Pension Trust Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable costs for collecting the payments due together with reasonable legal fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employers liability will be limited to the above and to the making of contributions in this amount and in the manner set forth herein.

21.08 The Trustees of the Pension Fund shall, among other things, have the authority to determine the type and amount of benefit to be provided, and the rules and regulations governing entitlement to such benefits, provided, however, that the retirement plan to be established shall conform at all times with the applicable Provincial and Federal requirements so as to ensure the tax exempt status of the Pension Fund and the right of contributing employers to treat the contributions to the Pension Fund as deductions for Income Tax purposes.

The Trustees of the Pension Trust Fund shall also have the authority to require that any new Employer, or any Employer who has failed to make contributions to the Pension Trust Fund in the manner required by this Collective Bargaining Agreement, pay its contributions to the Pension Trust Funds within three (3) business days of the end of each pay period, notwithstanding anything to the contrary in Article 21.07 of this Collective Bargaining Agreement.

21.09 It is further agreed that all contributions to the Pension Trust Fund shall accrue on a daily basis and, pending the date that contributions are to be remitted to the Pension Trust Fund as required by Article 21.06 of this Collective Bargaining Agreement, shall be held by each Employer in trust on behalf of its employees or an amount equal to such contributions shall be, and is hereby deemed to be, held separate and apart from the other property of the Employer. Further, the parties to this Collective Bargaining Agreement agree that, solely for the purpose of the Employment Standards Code, the contributions due or accruing due by each Employer to the Pension Trust Fund shall be, and are hereby deemed to be, a "wage" of the employees for whom contributions are made or to be made, as the term "wage" is used and defined in the Employment Standards Code.

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

ARTICLE TWENTY-ONE A - SUPPLEMENTARY PENSION TRUST FUND

21A.01 All Employees, except Probationary and First and Second Year Apprentices, employed on work falling within the scope of this Collective Agreement agree to have deducted from their wages, for each hour or portion thereof worked, the following amounts in respect to the Ironworkers Supplementary Pension Trust Fund.

Employees engaged in commercial and institutional work may choose whether they wish to have these deductions made on their behalf or not. A worker must indicate at point of hire if he wishes to have these deductions made.

- (i) For each straight time hour worked:- \$2.00
- (ii) For each hour worked at time and one-half - \$2.00
- (iii) For each hour worked at double time - \$2.00

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

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

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

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

21A.03 The choice of Trust Administrator shall be reviewed once each year by the Co-Chairmen of the Ironworkers Structural Trade Division Negotiating Committee and the Business Managers of Local Unions #720 and #725. Both Business Managers plus at least one of the Trade Division Co-Chairmen must be in agreement to change the Trust Administrator.

21A.04 Pension benefits paid out for each employee will be determined solely by that employee, based on the balance of his RRSP account at the time he/she chooses to retire, provided such payments comply with all Federal and Provincial legislation pertaining to Registered Retirement Savings Plans.

- 21A.05** Contributions to this Fund will be made solely by the Employee and all such remittances sent to the Fund on behalf of an Employee will be considered a payment of wages. The Employer's liability to this Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.
- 21A.06** The rights of the Union to take action on behalf of its Member(s) for failure to make payments to the Ironworkers Supplementary Pension Trust Fund, as required by this Article, shall be the same as their rights to take action in respect to a failure to pay wages.

ARTICLE TWENTY-TWO - APPRENTICESHIP AND TRAINING FUND

- 22.01** (a) The Employer will contribute as per Article 16.00 of this Agreement for all hours that an employee covered by this Agreement is employed by him, to the Alberta Ironworkers Apprenticeship and Training Trust Fund, which will be administered by a joint trusteeship. The Employer's liability to the said Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.
- (b) Effective July 1, 1995 there shall be an additional five cents (\$0.05) added to the Apprenticeship and Training Fund contributions for the exclusive purpose of funding supervisory training under the "Better SuperVision Program" jointly sponsored by the Alberta Building Trades and the CLR-A. Contributions made in accordance with this Clause shall be held by the Alberta Apprenticeship and Training Trust Fund but shall be accounted for separately. The hourly contribution rate of 5¢ can be amended or discontinued at any time by a motion duly made, seconded and approved by the Structural Ironworkers (Provincial) Trade Division. The Trade Division must also approve any variation in the use of such Funds from the purposes outlined in this Clause.
- 22.02** The parties agree that the Apprenticeship and Training Fund Committee, consisting of four representatives from the Employers and four representatives from the Union, will meet as required to review the Apprenticeship program and administer the Apprenticeship and Training Fund.
- 22.03** Employers shall, not later than the 15th day of the following month, remit such contributions to the Alberta Ironworkers Apprenticeship and Training Fund at;
10508, 122 Street
Edmonton, Alberta
T5N 1M6
- 22.04** If an Employer fails to make contributions to the Apprenticeship Trust Fund within 15 days after the date required by the Trustees of the Apprenticeship and Training Trust Fund, the Trustees shall have the right to take whatever steps are necessary to secure

compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable costs for collecting the payments due together with reasonable legal fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employers liability will be limited to the above and to the making of contributions in this amount and in the manner set forth herein.

22.05 The Trustees of the Alberta Ironworkers Apprenticeship and Training Trust Fund shall also have the authority to require that any new Employer, or any Employer who has failed to make contributions to the Alberta Ironworkers Apprenticeship and Training Trust Fund in the manner required by this Collective Bargaining Agreement, pay its contributions to the Alberta Ironworkers Apprenticeship and Training Trust Funds within three (3) business days of the end of each pay period, notwithstanding anything to the contrary in Article 22.03 of this Collective Bargaining Agreement.

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

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

ARTICLE TWENTY-THREE - TRANSPORTATION AND ACCOMMODATION

23.01 Daily Travel

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

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

and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone.

- (b) Notwithstanding Article 23.01 (a), on major construction projects located within the free zone, around the cities of Edmonton and Calgary but beyond the city bus transportation system of those cities, where it is projected that the total construction workforce will exceed 750 multi-trade construction employees, the affected Parties shall meet to discuss the viability of implementing a system of providing transportation to the site.
- (c) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options;
 - to provide transportation and pay travel allowance, or
 - reimburse the employees, as a vehicle allowance, at the rate of forty seven cents (\$0.47) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on traveling at 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 Alberta Building Trades Council shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.

E.G --A Journeyman member traveling to a project located 40 road kilometers from the edge of the free zone at 80km per hour each way would receive the following for each day worked:

Travel Allowance:	
80 km @ 80 km/hr. = 1 hr. @ base rate of \$35.13/hr. =	\$35.13
Vehicle Allowance:	
80 km. @ \$0.47 per km. =	<u>\$37.60</u>
for a daily total of	\$72.73

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

- (d) Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon
- (e) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
- (f) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time, providing the delay is in excess of 15 minutes, beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.
- (g) If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate determined under clause (c) above if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (h) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the employee shall be paid the normal rate for time traveled during the regular working day only.
- (i) Should an employee residing in camp accommodation be requested by the employer or the client's designated camp management personnel to move to another room or camp, they shall be paid two (2) hours at the applicable straight time rates to carry out the move.
- (j) When an employee is being paid subsistence allowance in accordance with Article 23.05(a) or (b), and when there is no accommodation available within 45 km. of the project on which the employee is engaged, the employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometres beyond a 45 kilometre radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometre radius of the project becomes available, the payment of the travel allowance will cease.

23.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under Article **23.01(c)** would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall location, as applicable, as follows:
- (i) up to 200 kilometres - \$77.00 each way (effective May 3, 2009, \$84.00);
 - (ii) 200 kilometres to 300 kilometres - \$110.00 each way (effective May 3, 2009, \$120.00);
 - (iii) 300 kilometres to 375 kilometres - \$132.00 each way (effective May 3, 2009, \$144.00);
 - (iv) over 375 kilometres to 475 kilometres \$198.00 each way (effective May 3, 2009, \$216.00), 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 \$303.00 each way (effective May 3, 2009, \$330.00) or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.

Notwithstanding the provisions above, when transportation is provided by the Employer, no travel allowance will be paid, subject to the provisions of Article **23.02(b)** below.

- (b) When transportation is provided by the employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle (being scheduled days of work for which there is no more than one day of rest scheduled within consecutive scheduled days), an employee, at the time of dispatch, will be allowed to elect to use employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article **23.01(d)**.
- An employee who has elected collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.
 - An employee who has elected collective agreement initial/return/rotation allowances and who is found using employer provided transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.

- If a person who elects collective agreement initial/return/rotation allowances uses employer provided transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - Regulations shall be established for the use of employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
 - Notwithstanding the foregoing, an employee who has elected to use employer provided transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- (c) Employees will qualify for, and receive initial transportation allowance to the job site after being employed at the site for either fifteen (15) calendar days or completion of the job, whichever is the lesser.
- Should the employee remain on the job until completion of thirty (30) calendar days, or until completion of the dispatched job requirement, whichever may be the lesser, they shall receive the return transportation allowance to be paid with his final pay cheque.
- If the employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply (e.g. the Fort McMurray region, the Cold Lake Region, etc.), that employee will be paid any outstanding transportation allowance(s) with their next regular pay. If the employee is transferred to a different work site that is within the same geographical region to which the transportation allowance was to apply, the employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational allowances where applicable. Should an employee choose not to accept a transfer, he/she shall be paid all applicable travel allowances and be considered to be laid off.

23.03 ROTATIONAL LEAVE (TURNAROUNDS)

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy-five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Pay an allowance of one hundred and fifty-four dollars (\$154.00) (effective May 3, 2009, one hundred sixty eight dollars (\$168.00)) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

Where the employee accepts Employer supplied transportation he shall not be entitled to the above allowance.

- (ii) Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (b) On jobs located beyond a four hundred and seventy-five (475) kilometre radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of two hundred and seventy-five dollars (\$275.00) (effective May 3, 2009, three hundred dollars (\$300.00)) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
 - (ii) Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
 - (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
 - (d) Where the Employer supplies transportation the employee shall not be entitled to the above allowances, subject to the provisions of 23.02 (b) save and except that the Employee shall remain eligible for rotational leave as per clauses 23.03 (a)(ii), 23.03 (b)(ii), and 23.03 (c).
 - (e) Time spent away from a jobsite due to a jobsite closure or scheduled vacation of one work week (5 days or 4 days as the case may be) or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

23.04 LOCAL RESIDENTS

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

Local residents residing between a forty-five (45) km radius and a seventy-five (75) km radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of thirty-three dollars (\$33.00) per day worked (\$36.00 per day worked effective May 4/09) to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of seventeen dollars (\$17.00) (\$19 per day worked effective May 4/09) will be paid for each day worked.

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

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

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

Guidelines for determining "Real Residency"

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

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

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

23.05 ACCOMMODATION, ROOM & BOARD

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

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

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) for each day worked, suitable board and room as set out in this agreement between the parties hereto; 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 dollars (\$100.00) per day, except for:
 - the **Athabasca** and **Cold Lake** regions where the rate will be one hundred **twenty** dollars (\$120.00).
 - the **Edson**, **Fox Creek**, **Peace River** and **Red Deer** regions where the rate will be one hundred **twenty-five** dollars (\$125.00).
 - the **Hinton** region where the rate will be one hundred **thirty-five** dollars (\$135.00).
 - the **Fort McMurray** region where the rate will be one hundred **forty-five** dollars (\$145.00).

- the **Grande Prairie** region where the rate will be one hundred thirty dollars (\$130.00).

Should the above subsistence rates be amended, due to a review of subsistence rates for the majority of other trades, those amended rates shall be effective in this agreement as well.

Subsistence allowance for regular days worked in an employee's first week of work, will not be held back and will be paid in the week the allowance was earned. Subsistence allowance for subsequent weeks of work will be held back one week. If this results in an overpayment of subsistence allowance such overpayment may be deducted from the final pay. New hires must provide payroll information to the Employer on Monday morning of the first week they are employed in order to receive their subsistence on the next pay day.

- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (as applicable) one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.
 - (v) Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a first or last day of a scheduled shift provided the employee reports for work on the work day immediately preceding and following the Statutory Holiday.
- (b) Applicable beyond a 475 kilometer radius of the Cities of Edmonton and Calgary (excluding National Parks and Northwest Territories)

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

- (i) camp accommodation; or
- (ii) suitable board and room as set out in this agreement between the parties hereto; or
- (iii) reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred dollars (\$100.00) per day.

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

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses 23.05(a)(ii) or 23.05(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered employers' organizations, which committee shall make a final and binding decision within five days from the date of referral. In cases where the decision applies only to Ironworkers the decision will be made by the Joint Conference Committee within five (5) days from the date of referral.
- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the employer's obligations pursuant to this article.
- (e) (i) In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the employer shall provide one of the following options:
- 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 Executive Director of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building trades Council that a Subsistence review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative

appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

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

- (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 12.00. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included;
- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
 - To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season

followed by a decrease at the end of tourism season or some other such situation.

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

There shall be no more than one 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 where an employee cannot leave his temporary accommodation continue up to a maximum of three (3) days.
If an employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from his employer, the employee will receive a prorated amount of subsistence based upon the number of hours the employee worked in the work day, compared to the regularly scheduled hours of work for the day.
If the employee leaves prior to the normal quitting time with the consent of the employer they will receive the normal daily subsistence allowance for that day.
- (ii)** All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 1999 - 2008 camp rules and regulations, or any successor thereto
- (iii)** All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.

ARTICLE TWENTY-FOUR - PAY DAY

24.01 The regular pay day shall be once a week on such days as agreed upon between the Employer and the Local Union, and wages shall be paid before quitting time. Not more than one week's pay may be held back, to enable employers to prepare their payroll. All cheques drawn on out-of-province banks must be certified. Exchange on pay cheques, where applicable, will be paid by the Employer to the employee, on pay day. Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the employee's choice. Where direct deposit is used, employees will be provided with pay summaries on payday which can be sent by fax to out of town jobs if necessary.

24.02 The Employer will arrange that foremen or timekeepers will cash the workers' cheques, if they so desire, on jobs only where extended working hours are involved, it being understood that receipts for cash distributed will be required by the Employer.

24.03 (a) When Employees are laid off or discharged they shall be paid the wages due to them at the time of layoff or discharge and given their Record of Employment, if applicable, except in the case where the Employer has not established a pay office at the jobsite, payment will be mailed within two (2) working days.

Employees must advise the payroll department of their employer if they believe their final pay is late. The Employer will then have two working days following notification to get the final pay cheque to the employee. Failure to do so will result in a penalty of four (4) hours at the applicable basic hourly rate of pay for each 24 hour period of delay beyond the two working days within which the pay should have been postmarked. Such intervals shall only be deemed to include working days and shall remain exclusive of week-ends and holidays. It is understood, however, that extenuating circumstances can arise, and that despite all good faith efforts and for reasons beyond the control of the Employer, payments may be delayed. In such cases the onus shall be on the Employer to notify the Union, prior to the time by which the cheque is required to be available or required to be post marked, of the details of such circumstances. In such cases the payment of the late remittance amount shall be waived."

(b) When an Employee voluntarily terminates their employment, the Employer will mail their wages to their last known address without undue delay but no later than two (2) working days after termination.

(c) Any Employee who terminates their employment while away from the project will notify the payroll office immediately and will receive their pay cheque in accordance with this Article. Employees who quit or are terminated for cause while away from the project will have their personal belongings collected by the Union Steward and a representative of their employer who will remove them to the nearest union hall.

- (d) Where the Employer lays off an Employee while the Employee is away from the project, any personal belongings will be shipped prepaid to their last known address unless alternate arrangements have been made.
- (e) The Employer shall make arrangements for the Employees to cash their pay cheques without exchange cost.
- (f) For the purposes of this Article, where an Employer is utilizing electronic banking, the above clauses will apply to the Employees of that Employer with the exception of those Employees who have selected to be paid by direct deposit. In this case the final pay will be paid on the next regular pay day when the time owing would have been normally payable. If this pay is late the four (4) hour late remittance language as set out in 24.03 (a) above will be applicable.

24.04 When men are required to secure accommodation in areas outside the cities of Calgary and Edmonton, the Employer undertakes to make arrangements with the local bank in that area to make any authorized payments which may be required in an emergency.

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

ARTICLE TWENTY-FIVE - LEAVE OF ABSENCE

25.01 Where possible, the Employer may grant leave of absence, in writing, to any employee for legitimate personal reasons.

ARTICLE TWENTY-SIX - BULLETIN BOARDS

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

ARTICLE TWENTY-SEVEN - SHELTER

27.01 A clean, heated place, locked where practical, in which lunches may be eaten shall be provided. It is further agreed that the Employer will, on each job of sufficient size and length, provide a suitable lockfast place for personal tools and equipment, as well as for work clothing, same to be equipped with a stove or other heating

arrangement, where men can change and dry their clothing. No tools other than personal tools shall be stored in this shelter.

ARTICLE TWENTY-EIGHT - FOREMEN

28.01 The General Foremen or Foreman shall be the only representative of the Employer to issue instructions to the employees, except in the case where technical advice and instruction is being given.

When two or more Ironworkers are employed, one shall be selected by the Employer to act as Foreman and receive a Foreman's wages.

ARTICLE TWENTY-NINE - WELDING TESTS

29.01 All journeymen welders employed in the construction industry are required to be in possession of the Canadian Welding Bureau Qualification, as specified by the Alberta Ironworkers Apprenticeship and Training Fund, and a valid Alberta Journeyman Certificate or inter-provincial ticket. All welding apprentices must be indentured through the Alberta Apprenticeship Administration Agency.

In the case that any Journeyman, whose skill is welding, is required to take a customer requested welding test, the Employer agrees that such Journeyman will be in the employ of the Employer while taking such tests and be placed on the payroll and paid any applicable travel allowance.

29.02 An employee who is required to take a welding test and who passes the test and has reported for the test at the appointed time is expected to perform any available work assigned by the Employer for the remainder of that work day. If the Employer has no work available for that day, he shall be paid for the remainder of the day's pay.

29.03 Welders, upon successfully completing such tests, who fail to report for work when notified will not be eligible for such testing time pay.

ARTICLE THIRTY - SAFETY PROVISIONS

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

The Employers and Unions will instruct its representatives and/or members in all standard safety precaution required under the authority of the Occupational Health

and Safety Act. The Employer shall also provide all necessary safety equipment as required by the above mentioned regulations.

The Employer shall supply at no cost to all employees, when required; safety helmets, sweat bands, liners, suitable sized leather gloves, and ear protection. For those performing welding operations, welding mitts and liners, welding gloves, welding helmets, welding and burning goggles, non-prescription safety glasses, protective leather jackets or equivalent for welders when required, and proper ventilation equipment. The above safety articles shall be of suitable sizes.

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

The Employer will be responsible for supplying Employees with running equipment lockout procedures prior to commencement of work.

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

ARTICLE THIRTY-ONE - JOURNEYMEN STRUCTURAL IRONWORKERS

- 31.01** Journeymen Structural Ironworkers must be capable of climbing, hooking on, connecting and giving signals understandable to a hoisting engineer with a maximum of safety at all times, and must be thoroughly efficient and capable of performing all rigging operations in a safe and satisfactory manner, including but without limiting the generality of the foregoing, the ability to heat or buck up and drive rivets in a manner which will pass rigid inspection. Journeymen must be able to read erection drawings.
- Employees, when reporting for work, are required to be in possession of the following tools: rigging belt, pocket knife, taper pin, one three hundred (300) millimeter crescent wrench, three (3) meter tape.

ARTICLE THIRTY- TWO - SPECIAL TOOLS

- 32.01** Where special tools are required on special jobs, same will be supplied by the Employer, to be returned to the Employer by men using the same and if not returned,

to be paid for by the men. It is agreed by the Employer to paint such tools for Company identification purposes.

32.02 No members of the Union working under the terms of this Agreement will be permitted to furnish, supply or rent to any Employer any equipment used in connection with Ironworkers' work. Except as provided herein, Union members will not engage in work that is in competition to that of their Employers.

32.03 An Ironworker employed on ornamental work shall furnish for his own use all necessary hand tools to enable him to effectively install such work. Tools broken on the job shall be replaced by the Employer. No worker shall be held responsible for loss of tools or equipment in his charge.

The following is a suggested list of tools for the Ironworker Finisher:

- 1 - 30 cm combination square
- 1 - utility knife
- 1 - 4 sizes - Robertson screw drivers
- 1 - 2 sizes - Phillip screw drivers
- 1 - flat screw driver
- 1 - chisel
- 1 - scribe
- 1 - pair of pliers
- 1 - center punch
- 1 - hack saw & blade
- 1 - rubber mallet
- 1 - pair of vice grips - 20 cm
- 1 - pair of tin snips
- 1 - 5 meter metric tape
- 1 - Torpedo level
- 1 - plumb bob
- 1 - 2 sizes open end wrenches
- 1 - medium file

ARTICLE THIRTY-THREE - PROTECTIVE CLOTHING

33.01 On abnormally dirty maintenance, revamp and repair work, in which the Ironworkers' clothing may be abnormally or permanently damaged, the Employer shall supply and maintain coveralls at no cost to the Ironworker for all Ironworkers covered by this Agreement. Such coveralls must be returned to the Employer or the cost of the coveralls shall be deducted from the Ironworkers' wages.

ARTICLE THIRTY-FOUR - DRINKING WATER AND CLEAN-UP FACILITIES

- 34.01** An adequate supply of suitable drinking water shall be kept readily accessible for workmen. The drinking water shall be supplied from a piping system or from a clean, covered container having a drain faucet and disposable paper cups.
- 34.02** The Employer shall provide a gang box with lock for the safeguarding of employee's personal tools.
- 34.03** Where wash-up facilities are not provided, hand cleaners and paper towels will be made available by the Employer at no cost to the employee.
- 34.04** In the event that toilet facilities are not provided, no employee will be penalized for leaving the job in case of necessity.

ARTICLE THIRTY-FIVE - REIMBURSEMENT FOR LOSS

- 35.01** An Employer will reimburse an employee for tools and work clothing lost or damaged by fire or by theft by forcible entry while on Company property or in the Company change houses, up to a maximum of \$300.00 per employee. Losses in excess of \$300.00 will be considered upon providing verification of loss to the Employer.

ARTICLE THIRTY-SIX - PIECE WORK

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

ARTICLE THIRTY-SEVEN - WAGE AND BENEFIT GUARANTEE CLAUSE

- 37.01** The Union will advise the Employer within seventy-two (72) hours in writing of any delinquency.
If the Employer fails to respond within seventy-two (72) hours of receipt of notification exclusive of Saturday, Sunday and holidays the Union may require a 10% penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. Should an Employer have been previously in default under the provisions of this clause the Union may require the following:
- (a)** Require the Employer to provide proof of financial responsibility to the Union.

- (b) Demand that the Employer deposit a Certified Cheque or Cash Deposit of up to five thousand dollars (\$5,000) with Ironworkers Local 720 or Local 725 for use in default of payments.
- (c) Such Certified Cheque or Cash Deposit plus accrued interest will be returned to the Employer when the Employer has satisfied all obligations in payment of wages and/or contributions and no members of the Union remain on the Employer's payroll.
- (d) Employers not previously signatory to Locals 720 or 725 Agreement and/or without record of financial responsibility may be required to post, with the Union, a Certified Cheque to insure proper payment of wages and/or contributions to the Ironworker.

ARTICLE THIRTY-EIGHT - JOINT CONFERENCE COMMITTEE

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

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

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

ARTICLE THIRTY NINE - EMPLOYER BARGAINING AGENT

39.01 (a) In satisfaction of the Employers' obligations under section 163 of the Labour Relations Code and in satisfaction of the Employers' obligations under this collective agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to section 163 of the Code.

The rate of dues levied by the Association as of the effective date of this collective agreement shall be six (6¢) per hour for each and every hour worked by employees of the employer that are affected by construction registration certificate no. 48 and by this collective agreement.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to section 163 of the Labour Relations Code and pursuant to this article of this collective agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable

by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this collective agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

- (b) In addition to the contributions stipulated above, an amount which is currently two and one-half cents (2½¢) per hour worked (and which can be changed at the choice of Construction Labour Relations – Alberta (CLR-A)), shall be forwarded to Construction Labour Relations at 2725 – 12th Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR-A to provide the Construction Employee and Family Assistance Benefit Plan (CEFAP) for all bargaining unit employees employed under the terms of this Collective Agreement pursuant to the plan rules.
 - (c) CLR is engaged in a number of other initiatives. These will vary from trade to trade, but in addition to the CEFAP, may include the Audiometric Testing and Hearing Protection program, the Rapid Site Access Program, and measures to enhance the training of supervisors. These contributions will be consolidated into the Employee Wellness and Development Fund, for which the CLR-A Board will establish, for each Trade Division and amend from time to time, the contribution rates and the initiatives to be covered.
- 39.02** Each of the Union Locals agree to provide the Trade Division with a list of those Employers with which it believes it has a bargaining relationship in respect to Registration Certificate #48. Such list is to be updated semi-annually in July and January of each year.

ARTICLE FOURTY - DURATION OF AGREEMENT

- 40.01** The provisions of this Agreement, except as otherwise herein set out, shall come into effect on **July 8, 2007** and shall terminate **April 30, 2011**.
- 40.02** After **April 30, 2011** this Agreement shall continue in full force and effect from year to year unless the provisions of clause 40.03 are complied with.
- 40.03** Should either Party hereto wish to change, add to, delete, amend or cancel any clause or provision contained in this Agreement, notice in writing shall be given to the other Party hereto not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry of the term of the Collective Agreement. Should such notice be given this Agreement will continue in force until such time as the Union or Employer commence a lawful strike or lockout or conclude a new Collective Agreement.

APPENDIX "A"

TRADE JURISDICTION

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

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

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

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

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

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

SIGNED THIS _____ day of _____, 2007, at _____, Alberta

**CONSTRUCTION LABOUR RELATIONS -
AN ALBERTA ASSOCIATION -
IRONWORKERS STRUCTURAL
(PROVINCIAL) TRADE DIVISION**

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION #720, EDMONTON, AB.**

C.L.R. - A. President (SEAL)

President, Local Union #720 (SEAL)

Business Manager or Agent, Local
Union #720 (SEAL)

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION #725, CALGARY, AB.**

President, Local Union #725 (SEAL)

Business Manager or Agent, Local
Union #725 (SEAL)

