

**ALBERTA PAINTING
COLLECTIVE AGREEMENT**

BY AND BETWEEN:

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

- AND -

ALBERTA COATING CONTRACTORS ASSOCIATION
On behalf of the Painting Contractors affected by the Registration
Certificate No. 23 issued March 14, 1989 pursuant to Section 174 of
the Alberta Labour Relations Code.
(Hereinafter referred to as the "**EMPLOYER**")

MAY 1, 2003

APRIL 30, 2005

TABLE OF CONTENTS

	Page
ARTICLE 1	OBJECT 1
ARTICLE 2	CLASSIFICATIONS AND WAGES 1
ARTICLE 3	HOURS OF WORK AND OVERTIME..... 8
ARTICLE 4	STATUTORY HOLIDAYS - PAY 9
ARTICLE 5	VACATION PAY 10
ARTICLE 6	HAZARD PAY 10
ARTICLE 7	UNION SECURITY 10
ARTICLE 8	TRAVEL TIME, TRANSPORTATION, ROOM AND BOARD 11
ARTICLE 9	TOOLS 19
ARTICLE 10	SCOPE OF WORK..... 19
ARTICLE 11	PAYMENT OF WAGES.....21
ARTICLE 12	APPRENTICES.....22
ARTICLE 13	ALBERTA JOINT TRADE BOARD.....23
ARTICLE 14	GRIEVANCE AND ARBITRATION PROCEDURES25
ARTICLE 15	MANAGEMENT RIGHTS26
ARTICLE 16	SUBCONTRACTING27
ARTICLE 17	HEALTH AND WELFARE27
ARTICLE 18	PENSION PLAN29
ARTICLE 19	UNIFIED REMITTANCE OF FUNDS30
ARTICLE 20	ALBERTA BUILDING TRADES COUNCIL FUND.....31
ARTICLE 21	UNION REPRESENTATIVE, SHOP & JOB STEWARDS.....31
ARTICLE 22	GENERAL AND SAFETY CONDITIONS.....32
ARTICLE 23	AREA SCOPE OF AGREEMENT34
ARTICLE 24	SAVINGS CLAUSE34
ARTICLE 25	REGISTRATION OF AGREEMENT34
ARTICLE 26	RESERVATIONS CLAUSE34
ARTICLE 27	NEGOTIATIONS.....35
ARTICLE 28	SUCCESSORSHIP AND PRESERVATION OF WORK CLAUSE.....35
ARTICLE 29	DURATION OF AGREEMENT36
ARTICLE 30	GENDER CLAUSE36
ARTICLE 31	ALBERTA COATING CONTRACTORS ASSOCIATION.....36
ARTICLE 32	ALBERTA BUILDING TRADES SUBSTANCE ABUSE POLICY.....37

ARTICLE 1 OBJECT

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

ARTICLE 2 CLASSIFICATIONS AND WAGES

2:01 **Journey Person:** Journey Person, the holder of a Certificate of Qualification under the Alberta Apprenticeship Act.

2:02 It is agreed that the following provisions shall be applied:

- (i) All signatory contractors agree to a policy of hiring only qualified Journey Persons or indentured Apprentices as defined in the current Alberta Painting Agreement and the Union agrees to dispatch only qualified Journey Persons or indentured Apprentices.
- (ii) All Painters with less than four (4) years membership and not having a Provincial T.Q.C. or Interprovincial Red Seal shall be indentured as Apprentices, and all Employees with more than four (4) years membership but not having a Provincial T.Q.C. or Interprovincial Red Seal shall be required to apply and write for a T.Q.C. **Failing this they shall be paid as a Non Ticketed member at the rate of 70% of the applicable Journey Person's rate. They may also be replaced on the job with a Ticketed Journey Person or a Registered Apprentice providing that the replacement member has the skills to perform the work of the Non Ticketed member.**
- (iii) In the event that the Union is unable to supply the Employer with the required workers from it's membership within two (2) full working days, excluding weekends and holidays, the Employer shall have the right to employ "**potential members**". All **potential members** shall be cleared through the Union Hall prior to commencing work. Any permit issued under clearance from the Union pursuant to this Clause shall be revocable by the Union providing such action does not

interfere with the

completion of the normal course of that shift. The Employer shall replace such **potential members** with members of the Union within twenty-four (24) hours of receiving a request from the Union. This twenty-four (24) hour notice shall be extended to fifteen (15) days where the **potential member** has been sent to an out-of-town job by the Employer. **Potential members** sent to out-of-town jobs must have the prior approval of the Union before proceeding to out-of-town jobs.

2:03 Journey Person Wage Rate Schedules.

Charge-Hand rate five percent (5%) above Journey Person rate.

Foreman rate ten percent (10%) above Journey Person rate.

General Foreman (where designated) fifteen percent (15%) above Journey Person rate.

2:04 Wage and Benefit Tables

**A. COMMERCIAL
(RENOVATIONS & REPAIRS, INSTITUTIONAL RENOVATIONS & REPAIRS, RESIDENTIAL)**

BRUSH & ROLL

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	19.57	1.96	0.90	3.00	0.40	25.83
JULY 1, 2003	19.57	1.96	1.00	3.00	0.40	25.93
MAY 1, 2004	19.57	1.96	1.00	3.00	0.40	25.93
3RD YEAR APPRENTICE (85% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	16.63	1.66	0.90	3.00	0.40	22.59
JULY 1, 2003	16.63	1.66	1.00	3.00	0.40	22.69
MAY 1, 2004	16.63	1.66	1.00	3.00	0.40	22.69
2ND YEAR APPRENTICE (70% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	13.70	1.37	0.90	3.00	0.40	19.37
JULY 1, 2003	13.70	1.37	1.00	3.00	0.40	19.47
MAY 1, 2004	13.70	1.37	1.00	3.00	0.40	19.47
1ST YEAR APPRENTICE (55% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	10.76	1.08	0.90	3.00	0.40	16.14
JULY 1, 2003	10.76	1.08	1.00	3.00	0.40	16.24
MAY 1, 2004	10.76	1.08	1.00	3.00	0.40	16.24
CHARGE-HAND	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	20.55	2.06	0.90	3.00	0.40	26.91
JULY 1, 2003	20.55	2.06	1.00	3.00	0.40	27.01
MAY 1, 2004	20.55	2.06	1.00	3.00	0.40	27.01
FOREMAN	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	21.53	2.15	0.90	3.00	0.40	27.98
JULY 1, 2003	21.53	2.15	1.00	3.00	0.40	28.08
MAY 1, 2004	21.53	2.15	1.00	3.00	0.40	28.08
GENERAL FOREMAN (WHERE DESIGNATED)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	22.51	2.25	0.90	3.00	0.40	29.06
JULY 1, 2003	22.51	2.25	1.00	3.00	0.40	29.16
MAY 1, 2004	22.51	2.25	1.00	3.00	0.40	29.16

B: SHOP RATE**SPRAY & SANDBLAST**

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	21.00	2.10	0.90	2.50	0.40	26.90
JUNE 1, 2003	21.00	2.10	1.00	2.75	0.40	27.25
MAY 1, 2004	22.00	2.20	1.00	3.00	0.40	28.60
3RD YEAR APPRENTICE (85% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	17.85	1.79	0.90	2.50	0.40	23.44
JUNE 1, 2003	17.85	1.79	1.00	2.75	0.40	23.79
MAY 1, 2004	18.70	1.87	1.00	3.00	0.40	24.97
2ND YEAR APPRENTICE * (70% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	14.70	1.47	0.90	2.50	0.40	19.97
JUNE 1, 2003	16.05	1.61	1.00	1.25	0.40	20.31
MAY 1, 2004	16.75	1.68	1.00	1.50	0.40	21.33
1ST YEAR APPRENTICE * (55% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	11.55	1.16	0.90	2.50	0.40	16.51
JUNE 1, 2003	12.90	1.29	1.00	1.25	0.40	16.84
MAY 1, 2004	13.45	1.35	1.00	1.50	0.40	17.70
CHARGE-HAND	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	22.05	2.21	0.90	2.50	0.40	28.06
JUNE 1, 2003	22.05	2.21	1.00	2.75	0.40	28.41
MAY 1, 2004	23.10	2.31	1.00	3.00	0.40	29.81
FOREMAN	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	23.10	2.31	0.90	2.50	0.40	29.21
JUNE 1, 2003	23.10	2.31	1.00	2.75	0.40	29.56
MAY 1, 2004	24.20	2.42	1.00	3.00	0.40	31.02
GENERAL FOREMAN (WHERE DESIGNATED)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	24.15	2.42	0.90	2.50	0.40	30.37
JUNE 1, 2003	24.15	2.42	1.00	2.75	0.40	30.72
MAY 1, 2004	25.30	2.53	1.00	3.00	0.40	32.23

***NOTE:** Effective June 1, 2003 – Indentured 1st and 2nd Year Apprentices: \$1.50 to be deducted from their Pension Plan contribution and added to their Base Wage/Vacation package. Their Pension Plan contribution would be \$1.25. Effective May 1, 2004 their Pension Plan contribution would be \$1.50.

C. INDUSTRIAL

(NEW INCLUDING TENDERED SHUTDOWNS AND COMMERCIAL ON NEW INDUSTRIAL SITES AND ALL MAINTENANCE AS DESCRIBED IN ARTICLE 2:10)

BRUSH & ROLL

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	28.21	2.82	0.90	3.50	0.40	35.83
JUNE 1, 2003	28.21	2.82	1.00	3.75	0.40	36.18
MAY 1, 2004	28.21	2.82	1.00	4.00	0.40	36.43
3RD YEAR APPRENTICE (85% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	23.98	2.40	0.90	3.50	0.40	31.18
JUNE 1, 2003	23.98	2.40	1.00	3.75	0.40	31.53
MAY 1, 2004	23.98	2.40	1.00	4.00	0.40	31.78
2ND YEAR APPRENTICE (70% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	19.75	1.98	0.90	3.50	0.40	26.53
JUNE 1, 2003	19.75	1.98	1.00	3.75	0.40	26.88
MAY 1, 2004	19.75	1.98	1.00	4.00	0.40	27.13
1ST YEAR APPRENTICE (55% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	15.52	1.55	0.90	3.50	0.40	21.87
JUNE 1, 2003	15.52	1.55	1.00	3.75	0.40	22.22
MAY 1, 2004	15.52	1.55	1.00	4.00	0.40	22.47
CHARGE-HAND	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	29.62	2.96	0.90	3.50	0.40	37.38
JUNE 1, 2003	29.62	2.96	1.00	3.75	0.40	37.73
MAY 1, 2004	29.62	2.96	1.00	4.00	0.40	37.98
FOREMAN	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	31.03	3.10	0.90	3.50	0.40	38.93
JUNE 1, 2003	31.03	3.10	1.00	3.75	0.40	39.28
MAY 1, 2004	31.03	3.10	1.00	4.00	0.40	39.53
GENERAL FOREMAN (WHERE DESIGNATED)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	32.44	3.24	0.90	3.50	0.40	40.48

Alberta Coating Contractors Association			Alberta Painting Collective Agreement				
JUNE 1, 2003	32.44	3.24	1.00	3.75	0.40	40.83	
MAY 1, 2004	32.44	3.24	1.00	4.00	0.40	41.08	

C. INDUSTRIAL

(NEW INCLUDING TENDERED SHUTDOWNS AND COMMERCIAL ON NEW INDUSTRIAL SITES AND ALL MAINTENANCE, AS DESCRIBED IN ARTICLE 2:10)

All work other than union specified job-site will be subject to enabling to assist in competing with non-union bidders.

SPRAY & SANDBLAST

JOURNEY PERSON	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	29.62	2.96	0.90	3.50	0.40	37.38
JUNE 1, 2003	29.62	2.96	1.00	3.75	0.40	37.73
MAY 1, 2004	29.62	2.96	1.00	4.00	0.40	37.98
3RD YEAR APPRENTICE (85% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	25.18	2.52	0.90	3.50	0.40	32.50
JUNE 1, 2003	25.18	2.52	1.00	3.75	0.40	32.85
MAY 1, 2004	25.18	2.52	1.00	4.00	0.40	33.10
2ND YEAR APPRENTICE (70% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	20.73	2.07	0.90	3.50	0.40	27.60
JUNE 1, 2003	20.73	2.07	1.00	3.75	0.40	27.95
MAY 1, 2004	20.73	2.07	1.00	4.00	0.40	28.20
1ST YEAR APPRENTICE (55% OF JOURNEY PERSON)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	16.29	1.63	0.90	3.50	0.40	22.72
JUNE 1, 2003	16.29	1.63	1.00	3.75	0.40	23.07
MAY 1, 2004	16.29	1.63	1.00	4.00	0.40	23.32
CHARGE-HAND	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	31.10	3.11	0.90	3.50	0.40	39.01
JUNE 1, 2003	31.10	3.11	1.00	3.75	0.40	39.36
MAY 1, 2004	31.10	3.11	1.00	4.00	0.40	39.61
FOREMAN	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	32.58	3.26	0.90	3.50	0.40	40.64
JUNE 1, 2003	32.58	3.26	1.00	3.75	0.40	40.99
MAY 1, 2004	32.58	3.26	1.00	4.00	0.40	41.24

Alberta Coating Contractors Association			Alberta Painting Collective Agreement			
GENERAL FOREMAN (WHERE DESIGNATED)	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
MAY 26, 2003	34.06	3.41	0.90	3.50	0.40	42.27
JUNE 1, 2003	34.06	3.41	1.00	3.75	0.40	42.62
MAY 1, 2004	34.06	3.41	1.00	4.00	0.40	42.87

2:05 **Charge-Hand:** A Charge-Hand is a Journey Person who normally performs the duties of the Trade and is in charge of not more than five (5) Employees. Premium pay for this classification shall be in addition to the Journey Person's rate and premiums for the work performed.

2:06 **Foreman:** A Foreman is a Journey Person who normally performs the duties of the Trade and is in charge of six (6) or more Employees. Premium pay for this classification shall be in addition to the Journey Person's rate and premiums for the work performed.

(a) All Charge-Hands and Foremen must possess a recognized "Trade Certificate" in the Trade.

2:07 **Superintendent:** A person holding a position of supervision or management and whose duties are entirely of a supervisory or managerial nature or character and do not comprise any work or duty customarily performed by other Employees. Charge-Hands and Foremen come within the bargaining unit.

2:08 **Special Dispensation:** It is agreed that any member who due to age and/or physical disability is unable to perform work to the required level of the Employer, may apply to the Union for special dispensation. If such dispensation should be granted by the Union, the Union will negotiate with the Employer a just rate of pay; if such agreement is reached an addendum will be signed by the Union, the Employer, and the Employee, and such agreement will be binding upon all Parties for this one instance only. In all cases affecting such agreements, rates of pay only are to be negotiated, and agreed, and in all cases all benefits, terms and conditions, etcetera, in the body of this Agreement will apply.

2:09 **Shop:** Shop work shall be defined as any work performed within the confines of the Contractor's registered place of business. Shop work shall not include work performed at the business premises of others without the prior approval of the Union and shall include the preparation, sandblasting and painting and all incidental work thereto in order to perform shop coatings on oil field equipment, drilling equipment, trucks, tanks, valves, heavy equipment, vessels, derricks, structural steel, piping, etcetera.

2:10 **Maintenance:** Maintenance shall be any work done within the

confines of a working plant, including, but not limited to, untendered shutdowns and commercial painting. This Article will apply only when, before the job commences, the companies discuss it with the Union.

ARTICLE 3 HOURS OF WORK AND OVERTIME

- 3:01** The regular hours of labour shall be between 6:00 A.M. and 6:30 P.M. with one-half (1/2) hour off for lunch, Monday to Friday inclusive. **The lunch break will consist of a one-half (1/2) hour unpaid break taken approximately mid-way during the regular workday. Should an employee be requested to work the normally scheduled lunch break, they shall be provided time for a meal as close as possible to the regularly scheduled lunch break. If no lunch break is taken, the employee will be paid at straight time rates.**
- 3:02** **Overtime:** All hours worked in excess of ten (10) hours per day and/or forty (40) hours per week, Monday through Friday inclusive, shall be considered overtime and shall be paid at one and one-half (1-1/2) times the applicable rate. Saturdays, Sundays and Statutory Holidays will be paid for at double (2X) the applicable rate for the classification of work performed. Under category 2:04 B all hours worked in excess of twelve (12) hours per day, forty-four (44) hours per week, Monday to Friday shall be paid at one and one-half (1-1/2) times the regular rate. Saturdays, Sundays and Statutory Holidays will also be paid at one and one-half (1-1/2) times the regular rate.
- 3:03** **Shift Work:** A premium of two dollars and fifty cents (\$2.50) per hour shall be paid for all hours worked between 6:30 P.M. and 6:00 A.M. Shift work premiums do not apply to category 2:04A Commercial.
- 3:04** **Inclement Weather:** In the event of such climatic conditions existing that might cause a hardship to any of the Parties to this Agreement, the Employer (or his authorized Representative) and the specific Employees involved on the job may petition each other for leave to deviate from the regular hours of work as contained in this Agreement. When such a request has been made a vote shall be held between the Employees on the job and if the majority agree to deviate from the regular hours of work it shall not be considered a violation of this Agreement. The Union shall be informed prior to implementation of this Clause.
- 3:05** **Compressed Work Week:** On "out-of-town jobs" where living out allowance or room and board is paid in accordance with this Agreement the normal work week may be altered by compressed work week provisions as defined herein:

- (i) The normal workday is ten (10) hours per day;
- (ii) The forty (40) hour work week is scheduled on consecutive days except where a statutory holiday falls within the work week;
- (iii) Overtime shall not apply for the first ten (10) hours per day when a compressed work week is being worked;
- (iv) The compressed work week is scheduled in advance and is for a duration of a minimum of one (1) week period, where possible;
- (v) All hours in excess of ten (10) per day Monday through Friday shall be paid at the rate of time and one-half (1-1/2) and all hours worked on Saturday, Sunday and recognized holidays shall be paid at double time (2X).
- (vi) When working under the four (4) day work week schedule Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week. A make-up day will only be worked during the week the time is lost. Work performed on a "make-up day" shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week, after which double time (2X) rates shall apply. In no case shall the time scheduled on a "make-up day" be less than eight (8) hours except where weather conditions dictate otherwise. All time worked on a "make-up day" will be at the Employee's choice.

For Industrial work only, on a compressed work week, the scheduled breaks shall be fifteen (15) minutes. If extended overtime is required, additional coffee breaks shall be permitted during such overtime.

ARTICLE 4 STATUTORY HOLIDAYS - PAY

- 4:01** The legal and recognized holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, One Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day that may be declared by Federal, Provincial or Civic Governments.
- 4:02** No work shall be performed on Labour Day unless the preservation of life or property makes it necessary.

- 4:03** It is agreed that when any Statutory Holiday falls on a Saturday and/or Sunday, the following working day and/or working days will be observed.
- 4:04** For the Statutory Holidays named in this Agreement the Employer will pay four percent (4%) of gross earnings to each Employee on each and every pay day.

ARTICLE 5 VACATION PAY

- 5:01** To provide for three weeks vacation the Employer will pay six percent (6%) of gross earnings to each Employee on each and every pay day.

ARTICLE 6 HAZARD PAY

- 6:01** For all work performed inside hazardous enclosures such as tanks, penstocks, etcetera, there will be a paid premium of seventy-five (\$0.75) per hour paid.

ARTICLE 7 UNION SECURITY

- 7:01** Union membership in good standing is a condition of employment for all Employees. The Employer recognizes the Union as the sole and exclusive bargaining agent for its Employees engaged in the work - outlined in Article 10:00 of this Agreement.
- 7:02** The Employer agrees that it will employ Union members only through the Union office, and the Union shall have one (1) full working day to supply a suitable or more highly skilled individual. In the event that the Union can not supply people when requested by the Employer, the Employer may employ whomsoever he chooses, providing that the person has the same or superior skill level or classification that the Employer requested the Union to supply. All non-union Employees must make application to join the Union immediately upon commencing employment and if acceptable to the Union, become members of the Union within thirty (30) days of the date of commencing employment. No new hires shall be allowed to commence work for an Employer without notification or dispatch from the Union.

7:03 Union Dues Deductions:

- (a) It is agreed that the Employer will deduct Union dues as designated by the Union from the Employee's first pay, and on the first pay of each month thereafter as a condition of employment.
- (b) It is further agreed that Administration Processing Fees and assessments will be deducted by the Employer when the Employer is presented with a signed authorization. Such dues, processing fees and assessments will be computed upon the Health and Welfare remittance forms as supplied and remitted to the Financial Secretary of IUPAT Local 177, no later than the fifteenth (15th) day of the month following the deductions.

7:04 It is further agreed that should the Employer fail to deduct Union dues, and assessments, as required by this Agreement, the Employer will be responsible for the payment of all monies that should have been deducted and will pay these monies to the Union as required by this Agreement.

7:05 No Journey Person or Apprentice will be laid off by the Employer while an unqualified worker is working for the Employer.

7:06 A qualified Journey Person or Apprentice may replace an unqualified worker on any job within twenty-four (24) hours of the Employer being notified by the Union; except an Employee working on an out-of-town job will be replaced pursuant to Article 2:02 (iii).

7:07 **Notification by Employers i.e. - Out-of-Town Work:** The Employer agrees to notify the Union of all out-of-town contracts prior to commencing work.

7:08 The Employer, party of this Agreement, shall be given preference in the supply of Union Employees when available. The Union will encourage its members to work only for Union shops when work is available.

7:09 All out-of-town Employers must establish an address and telephone number in the locality in which they are active.

ARTICLE 8 TRAVEL TIME, TRANSPORTATION, ROOM AND BOARD

8:01 All Employees dispatched to work on out-of-town jobs must be

informed at the time of dispatch of the approximate duration of the job and the conditions that apply on any such job.

- 8:02** Travel time shall be paid from the limits of the Free Zone to and from the job site at the rate of one (1) minute per kilometre. Suitable transportation, fare or vehicle compensation shall be provided for work beyond the Metro Municipality Limits.
- 8:03** When an Employee leaves his/her Employer's place of business to travel to out-of-town jobs, travelling time will commence from the Employer's place of business.
- 8:04** **Air Travel:** Travelling time at regular rate of pay will be paid for the time elapsed in actual flying time between air terminal and air terminal. Should travelling be involved outside of the City, Town or Village where the Employee lands at the end of the flight, travelling time will be paid at one (1) minute per kilometre. Travel time not to exceed eight (8) hours in a twenty-four (24) hour period.
- 8:05** When work is being done outside the City, Town, or Village of the Employer's place of business, the City limits of the Municipality in which the Employee resides will be taken as the starting point of travel time for the resident of the Municipality, but this, however, shall not exceed the amount of time from the Metro City of the Employer's place of business to the job.
- 8:06** When an Employer sends workers home on weekends, from out-of-town jobs, the Employer shall pay the cost of transportation or fare plus travel time and meals from the place of hiring and return.
- 8:07** On projects beyond the Free Zone limits, if any Employee uses his/her own vehicle at the request and direction of the Employer the Employee shall be compensated at the rate of thirty-nine cents (\$0.39) per kilometre for each kilometre travelled. The Employee shall not carry other Employees.
- 8:08** Under no circumstances shall any material pertaining to any job be carried in private vehicles with the exception of personal tools.
- 8:09** Where a job lasts thirty (30) calendar days or less, the fare to and from the job (including travelling time) shall be paid, except where an Employee quits of his/her own accord, or is discharged for good and just cause previous to the expiration of the job. In such cases, no return fare or travelling time shall be paid the Employee. It is further understood and agreed that if an Employee travels

out-of-town to a job and does not remain on the job until its

completion or for a period of fifteen (15) days, the cost of transportation and travel time to the job shall be deducted from the Employee's final pay.

- 8:10** Where a worker is employed on the job thirty (30) calendar days or more, the fare to and from the job (including travelling time) shall be paid.
- 8:11** Where a job lasts more than forty-two (42) calendar days Employees will be paid travel time, transportation or compensation per kilometre to his/her place of residence and return to the job every thirty (30) calendar days.
- 8:12** Travel delays through no fault of the Employee in Employer authorized modes of transportation shall be paid to the Employee at the regular rate of pay for actual work time lost not exceeding eight (8) hours in each twenty-four (24) hour period.
- 8:13** The term "Free Zone" shall mean a fifty (50) road kilometre area from the city centre of Edmonton (101 and Jasper), Calgary (Calgary Tower) and other communities in which the Employee resides in such as, Grande Prairie, Fort McMurray, Edson, Fort Saskatchewan, etcetera. On out of town projects, the "Free Zone" shall extend fifty (50) road kilometres from the Employer supplied accommodations.
- 8:14** The subsistence allowance for industrial work is to be increased to \$85.00 per day throughout the Province of Alberta except for:
- Hinton (June through September)..... \$ 95.00
 - Fort McMurray (effective June 1, 2003)..... **\$125.00**
 - Peace River & Grande Prairie.....\$ 95.00
- (a)** Applicable within a three hundred and fifty (350) kilometre radius of the centres of Edmonton or Calgary.

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 (7) days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board

and lodging, by way of a subsistence allowance in the amount of eighty-five dollars (\$85.00) per day.

- (iv) On a project/job site located over two hundred and fifty (250) radius kilometres from the geographic centres of Edmonton or Calgary, one (1) 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/her Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

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

- (b) Applicable beyond a four hundred and seventy-five (475) kilometre radius of the centres of Edmonton or Calgary.

When an Employee is directed or dispatched to work on an out-of-town job which will last at least five (5) days, the Employer will provide, on a seven (7) days per week basis:

- (i) camp accommodation; or
- (ii) mutually agreed room and board; or
- (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 eighty-five dollars (\$85.00) per day.

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

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to clauses 8:14 a) and b) 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 (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 (3) 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 (1) of the following options:
- provide suitable room and board; or
 - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article, or;
 - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the President of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization 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 specific 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 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 Articles 12.02 b) and c). The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an Arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this Clause some guidelines are included:
- 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, etcetera, 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 (1) 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.
- (ii) All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 2001 – 2008 Camp Rules and Regulations.
- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C./A.C.L.R.A. Camp Rules and Regulations.

8:15 **Initial and Return Transportation to Remote Sites – Industrial:**

- (a)** **Employees directed or dispatched to a project/job site from which they do not return daily, shall be paid Travel Allowance for initial travel and transportation to the project and return, upon termination of the job or their employment, based upon a radius**

from the cities of Edmonton or Calgary, as applicable, as

follows:

- (i)** **Up to 200 kilometres - \$70.00 each way;**
- (ii)** **Over 200 kilometres up to 300 kilometres - \$100.00 each way;**
- (iii)** **Over 300 kilometres up to 375 kilometres and the Empress area - \$120.00 each way;**
- (iv)** **Over 375 kilometres up to 475 kilometres - \$180.00 each**

- way or actual air fare, 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 \$275.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/job site.
- (b) Notwithstanding the provisions of (a) above, when suitable bus or air transportation is provided by the Employer, no Travel Allowance will be paid.
- (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 lesser. Should the Employees remain on the job until completion of thirty (30) calendar days, or until completion of the dispatched job requirement, they shall receive the Return Transportation Allowance to be paid with their final pay cheques. 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, etcetera), that Employee will be paid any outstanding Transportation Allowance(s) with his/her 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 a continuation of employment on the original work site for the purpose 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.

When an Employee receives an Initial and Terminal Travel Allowance, they do not qualify for travel time and mileage under Article 8:02 and/or Article 8:07 and visa versa.

ARTICLE 9 TOOLS

- 9:01** The Employer shall supply all brushes (except dusting brushes and wallpaper smoothers), roller coaters, spray guns, ladders and scaffolding, in good condition, and the Employee shall co-operate to keep them so, on the Employer's time.

9:02 Workers must have a suitable tool container of permanent type and carry the following tools as a condition of employment: one putty knife, one claw hammer, one broad knife 76.2 millimetres wide, and one broad knife 114.5 millimetres wide, one dusting brush, one screwdriver, 30 meter chalk line and one paint spinner. If working as a spray painter the Employee is to carry a suitable adjustable wrench, clean overalls and suitable footwear must be worn by all workers as required. If a worker is not in possession of the required tools and overalls, the same shall be supplied by the Employer and charged, at cost, to the Employee.

The IUPAT and the Alberta Coating Contractors Association to agree on an updated tool list that the Employee is to have in is/her possession at all times.

9:03 The Employer shall supply paperhangers or other sheeting workers with straight edge, table and necessary tools.

ARTICLE 10 SCOPE OF WORK

10:01 This shall apply to all work whether performed under the construction, maintenance or shop sections of this agreement. The Scope of Work of this Collective Agreement shall be described as but not limited to all incidental preparatory work such as patching small defects in surfaces, puttying, sanding, rubbing, cleaning surfaces with steam (or other process), sandblasting, pickling, bleaching, buffing, scaling, manual scraping, flame cleaning, application of cleaning liquids, rust inhibitors, taping, covering surfaces for their protection from paint.

10:02 The protection of property and traffic, as it applies to the trade, the erection of scaffolding for gaining access to painting work and all work including the use of miscellaneous hand and power-driven tools pertaining to the trade. This includes operation of equipment necessary to perform work as outlined.

10:03 The starting, stopping, refuelling, operation, moving and handling

of all equipment and material necessary to perform the work as outlined under this Article 10 - Scope of Work, is included as the work of painters. The equipment will include, but will not be confined to compressors, whether gas, diesel or electric powered, when used with spray and sandblasting equipment. All other equipment necessary to perform the work outlined in this Article, such as: holiday testing (jeeping), power-driven grinders, wire brushes, sanding machines, air-fed hoods, respirators, induction and extraction of fresh air supplies, hoists to attain work location for use with cages, spiders, swing stages, and all other types of equipment used to attain the work

location such as cherry pickers. The filling and cleaning of sandblasting pots, the cleaning of all surfaces and material involved in painters work.

10:04 The application or removal of protective, decorative and special coatings as follows:

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

10:05 Application, using pastes or adhesives:

- Papers
- Cottons
- Muslins
- Burlaps
- Damasks
- Grass Cloth
- Vinyl Wall Fabrics
- Cambric-Backed Wood Veneers

- Rubber Sheeting for Tank Linings
- Paper-Backed Metal Foils

10:06 Miscellaneous Applications:

- Gold Leaf
- Silver Leaf
- Metallizing

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

ARTICLE 11 PAYMENT OF WAGES

11:01 The Employee shall be furnished with a Time Sheet, which he shall make out as a bill for time worked and expenses incurred, and submit it to his Employer or the Employer's representative.

11:02 Every Employer will **beginning September 1, 2003** every week pay on the job to his Employees all wages, vacation pay, statutory holiday pay, travel time and expenses due up to a day not more than five (5) days prior to the date of the payment of wages. For new hires only, a draw of seventy-five (75%) of net wages due, which may be requested after one (1) week.

11:03 The Employee will receive with his/her pay a statement showing the Employer's name and address, the Employee's name, the period of time the cheque covers, the number of hours worked at regular rates of pay and/or overtime rates of pay, statutory holiday pay, vacation pay, travel time, expenses, all deductions made and gross and net pay.

11:04 Termination: All Employees shall be paid wages in full including vacation pay, statutory holiday pay, travel time and expenses and shall receive his/her Record of Employment on the job at time of discharge or layoff, or arrangements made whereby a cheque will be mailed to the Employee no later than twenty-four (24) hours or the next business day after the day of discharge or layoff. Should the Employer fail to mail the cheque in two (2) days following discharge or layoff, the Employee will be paid eight (8) hours at straight time, for each day he/she is kept waiting thereafter, providing the Employer has not been prevented from mailing the cheque by circumstances beyond his control. Employees quitting of their own volition will be paid within seventy-two (72) hours after the time of quitting, providing the Employee has submitted a certified Time Sheet. Should an Employer issue an Employee a

pay cheque that is returned by the Banking Institute as N.S.F. etcetera, the Employee shall receive eight (8) hours pay for each day he/she is without his/her pay, unless the Employer can prove an acceptable error was made.

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

exceed two (2) hours).

ARTICLE 12 APPRENTICES

12:01 (i) It is agreed that there will be a three (3) year Apprenticeship Program. Apprentices shall not be less than eighteen (18) years of age, shall have completed at least grade ten (10), or as per Apprentices Regulations. They shall be required to take all technical or related training available in the trade and in trade school. They shall be given full opportunity for gaining varied and all-encompassing experience in the trade advancing to Journey Person. All new Apprentices shall be reported to the Apprentice Board and to the Union immediately upon commencing employment. They shall become Apprentice members of the Union and shall be admitted to full membership upon completion of Apprenticeship Training and on production of a Journey Person's (Apprenticeship) Certificate. An Apprentice will work the same hours as a Journey Person and work under the supervision of a Journey Person in any shop or as per Apprenticeship Regulations. Each shop shall be entitled to one (1) Apprentice where at least one (1) Journey Person is employed regularly. The ratio of Apprentices on the job shall be as determined by the Joint Trade Board.

Shops employing regularly three (3) or more Journey Persons shall employ at least one (1) Apprentice, when applicants are available.

(ii) When, in the opinion of the Joint Trade Board, an Apprentice has failed to take the required technical training, the Employer agrees not to hire and the Union agrees not to dispatch such Apprentice until such time as the required technical training is completed.

12:02 Apprentices shall be employed to the extent where employment is available for them in their shop or by their Employer.

12:03 Employers shall be encouraged to arrange for transfer either temporary or permanent for Apprentices to allow for Apprentices to allow for steady employment and opportunity for varied experience.

12:04 The Employer cannot stop an Apprentice from attending Apprenticeship School, and the Employer agrees that he will instruct all of his Apprentices that they must attend school for the applicable year, as a condition of employment. The Employer will notify the Union of the names of all Apprentices attending school.

- 12:05 (a)** Probationary Apprentices may, with the consent of the Union, be hired on as painter's helpers for a period not exceeding sixty (60) calendar days, at a rate of pay not less than fifty percent (50%) of the current Journey Person's rate.
- (b)** After sixty (60) days the applicant must be indentured as an Apprentice or their employment will be terminated.
- (c)** Once indentured as an Apprentice, the Employee shall not be advanced to a higher pay level until proper schooling has been attended and the correct number of hours in the trade have been fulfilled.

12:06 Rate of Pay: Percentages of Qualified Journey Person's Classification:

3 rd year	85%
2 nd year	70%
1 st year	55%

ARTICLE 13 ALBERTA JOINT TRADE BOARD

13:01 There will be a Joint Trade Board comprised of eight (8) representatives; four (4) Employers and four (4) Union Members. Two (2) Employer representatives to the Joint Trade Board shall be from the Edmonton Area Contractors and two (2) shall be from the Calgary Area Contractors party to this Agreement. Four (4) Union representatives shall be from Local 177, one of whom shall be the Business Manager. A quorum shall consist of four (4) representatives of equal representation.

13:02 This Board will meet quarterly, or as often as necessary to complete the work to come before it.

13:03 This Board has the sole authority to interpret this Agreement in all respects. These terms shall include, but will not be confined to, all matters pertaining to apprentices, trade promotion, qualification and up-grading, designation of the trade under the Alberta Tradesmen's Qualification Act, advertising, ethics, study of modern trends in the industry, the submission of drafts or proposed legislation as will tend to help the general interest of both Parties and other matters of mutual interest to the trade. The Board is authorized to seek and obtain funding and grants from Government Agencies, etcetera, to assist in implementing these policies.

13:04 Employer representatives to the Alberta Joint Trade Board are to be appointed by the recognized Management Negotiating Committee.

13:05 (a) To finance the Joint Trade Board there will be a contribution of forty-five (\$0.45) per hour, divided as follows:

Forty cents (\$0.40) from the Employer, which is inclusive of Article 13:05 (b) and (c).

Five cents (\$0.05) from the Employee, to be deducted from each and every pay cheque.

(b) IUPAT Joint Apprenticeship Training Fund

The Employer shall contribute five cents (\$0.05) per hour earned to the IUPAT Joint Apprenticeship and Training Fund in the manner set forth in Article 19:00 (Monthly Remittances) of the Agreement.

(c) IUPAT Labour Management Cooperation Fund

The Employer shall contribute five cents (\$0.05) per hour earned to the IUPAT Labour Management Cooperation Fund in the manner set forth in Article 19:00 (Monthly Remittances) of the Agreement.

13:06 This money to be computed once each month from the Health and Welfare reporting forms and deposited with a fund to be set up under the authority of the Joint Trade Board, to be remitted by the Employer no later than the fifteenth (15th) day of the month following. This will be subject to total hours worked.

13:07 The Joint Trade Board will have full authority to administer this Fund in all respects.

13:08 A financial statement is to be published annually and made available, upon request, to the Parties to this Agreement.

13:09 IUPAT Local 177 Safety & Industry Training Courses, see Appendix "B" attached.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURES

14:01 Grievance Procedure: Grievance means any difference between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to where a matter is arbitral and "Party" means one of the Parties of this Agreement. A grievance shall not be considered a

grievance unless submitted in writing within seven (7) days of such occurrence becoming known to either the Union or the Employee, and in any event within twenty (20) days of the occurrence giving rise to such grievance.

All grievances shall be finally and conclusively settled without stoppage of work in the following manner:

- (i) To solve a grievance, an Employee shall first either him/herself or accompanied by such persons, as he/she shall choose, discuss it with the Foreman or Supervisor and if they agree, their decision shall be final, so long as such decision does not violate the Collective Agreement.
- (ii) Failing settlement of a grievance under Clause (i) within three (3) days, or in the case of any other grievance, the particulars thereof shall be set out in writing by the Party and they shall forthwith confer upon the matter and if they agree, their decision shall be final.
- (iii) If the grievance is not resolved pursuant to Clause (ii) within seven (7) days or such longer period as the Parties agree to, then it shall be referred to an Arbitration Board as follows:

14:02 Arbitration Procedure:

- (i) Where the grieving Party has submitted notice of its intention to proceed to arbitration, the grievance will be referred to a sole Arbitrator. The Arbitrator is to be selected from the list of the Alberta Arbitrators Association. Both Parties shall alternately reject names from the list. The last name remaining after this process shall be the Arbitrator. The grieving Party shall have first rejection. If either Party refuses to participate in this selection process within ten (10) days of notice they shall be deemed to have waived their right to participate in the selection process and the Arbitrator shall be selected solely by the other Party. An Arbitrator named on the above list may at any time by mutual agreement be bypassed or removed from the list and another Arbitrator substituted.
- (ii) The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make his or her award within thirty (30) days from the date of appointment with the Arbitrator. The Arbitrator shall deliver the award in writing to each of the Parties and the award shall be final and binding upon the Parties.

- (iii) Each Party shall bear its own costs and expenses of arbitration. The Parties shall each pay one-half (1/2) of the fees and expenses of the Arbitrator.
- (iv) The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and conditions of this Agreement.

ARTICLE 15 MANAGEMENT RIGHTS

15:01 To operate and manage its business in all respects.

15:02 To maintain order.

15:03 To make and alter from time to time the rules and regulations to be observed by Employees providing such rules and regulations are not in conflict with this Agreement.

15:04 To direct the working force.

15:05 To determine job content, including methods, processes and means of production and handling.

15:06 To select, hire, promote, demote, transfer, lay off because of lack of work, suspend, and discharge any Employee provided,

however, that any alleged wrongful suspension or discharge will be subject to the Grievance Procedure provided herein.

15:07 The Employers agree they will employ Union members only through the Union office with the right to not hire previously dismissed Employees.

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

ARTICLE 16 SUBCONTRACTING

16:01 Employers signatory to this Agreement shall not sub-let, assign or transfer work to any person, firm or corporation who is not signatory to this Agreement, prior to commencing work.

16:02 Piecework is not allowed under any condition.

16:03 Employees offered the regular hours of employment shall not engage in work noted under the Scope of Work of this Agreement, after hours.

ARTICLE 17 HEALTH AND WELFARE

17:01 The Parties hereto acknowledge the IUPAT Local 177 Welfare Trust Fund as constituted by Trust Agreement dated July 1, 1991 and entered into by the Alberta Coating Contractors Association and the International Union of Painters and Allied Trades Local 177 together with all amendments hereto and agree to be bound by the terms of that agreement as amended from time to time by the Trustees appointed from time to time thereunder. **Effective June 1, 2003** Employers signatory hereto will contribute **for each and every hour worked by each Employee per "Article 2:04 A to C"**. Such contributions are to be made solely by the Employer, and no Employer will deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Agreement, and do not constitute a payment of wages or any portion of a payment of wages. Upon the wages of any Employee becoming due, the said contributions will be calculated by the Employer and the gross contributions of the Employer for all hours worked by all Employees in a month

shall be deemed to be monies held in Trust for the Health and Welfare Fund and shall be forwarded by the Employer to the Fund's office no later than the fifteenth (15th) day of the month following. The liability of the Employer is limited to the contribution of funds.

17:02 Either of the Parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employer's pay records, and the Employer hereby agrees to any such inspection.

17:03 The Employer acknowledges that he (it) has received a copy of the said Trust Agreement with all amendments thereto up-to-date of this Agreement.

17:04 The Employer agrees that he (it) will execute and deliver to and in favour of the Trustees of the said Health and Welfare Fund such indenture and may be requested by the said Trustees so as to assure directly to them compliance by the Employer with all the terms and conditions of the said Trust Agreement as amended from time to time.

17:05 Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust

Agreement shall not be in derogation of, nor in any way limit any rights which the Union may have under this Agreement or otherwise.

17:06 The Parties recognize that the delinquencies of Employers in the payment of the said contributions to the Health and Welfare Fund as herein called for represents a particularly serious problem in the proper operation of the said Fund and accordingly they hereby agree to fully co-operate with each other and with the said Trustees to keep such delinquencies to a minimum. With this end in mind and without restricting the generality of the said covenant to co-operate with both the said Trustees and Union, the Employer hereby expressly agrees:

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

ARTICLE 18 PENSION PLAN

18:01 Pension: The Parties hereto acknowledge the IUPAT Local 177 Pension Trust Fund as constituted by Trust Agreement dated July 1, 1991 and entered into by the Alberta Coating Contractors Association and the International Union of Painters and Allied Trades Local 177 together with all amendments hereto and agree to be bound by the terms of that Agreement as amended from time to time by the Trustees appointed from time to time thereunder.

18:02 Each Employer signatory hereto will contribute, **effective June 1, 2003 as per "Article 2:04 A to C" for each and every hour worked** by each Employee embraced by this Agreement. Such contributions are to be made solely by the Employer, and no Employer will deduct such contributions or any portion thereof from any Employee's wages. Such contributions (hereinafter sometimes called "Employers' Contributions") are in excess of the wage rates set out in this Agreement, and do not constitute a payment of wages or any portion of a payment of wages.

18:03 Upon the wages of any Employee becoming due, Employers' Contributions for that Employee will be calculated by the Employer (the total thereof being hereinafter called "Gross Contributions") and the aggregate of the Gross Contributions for all Employees in a month shall be deemed

to be monies held in Trust for the Pension Plan and shall be forwarded by the Employer to the Fund's office no later than the fifteenth (15th) day of the month following. The liability of the Employer is limited to the contribution of funds.

18:04 Either of the Parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employer's pay records, and the Employer hereby agrees to any such inspection.

18:05 The Employer acknowledges that he (it) has received a copy of the said Trust Agreement with all amendments thereto up to the date of this Agreement.

18:06 The Employer agrees that he (it) will execute and deliver to and in favour of the Trustees of the said Pension Plan such indenture as may be requested by said Trustees so as to assure directly to them compliance by the Employer with all the terms and conditions of the said Trust Agreement as amended from time to time.

18:07 Any right of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not be in derogation of, nor in any way limit any rights which the Union may have under this Agreement or otherwise.

18:08 The Parties recognize that delinquencies of Employers in the allocation and/or payment of any of the said Gross Contributions to the Pension Plan as above called for represents a particularly serious problem in the proper operation of the said Plan and accordingly they hereby agree to fully co-operate with each other and with the said Trustees to keep such delinquencies to a minimum. With this end in mind and without restricting the generality of the said covenant to co-operate with both the said Trustees and Union, the Employer hereby expressly agrees:

- (i) To extend full co-operation to any audit of the Employer's records instituted under the terms of the said Trust Agreement, and;
- (ii) To assist the said Trustees in all reasonable ways to implement new and/or improved methods and procedures for detecting and collecting delinquencies and determining any disputes that may arise in connection with such delinquencies.

ARTICLE 19 UNIFIED REMITTANCE OF FUNDS

19:01 (a) All Funds and Dues Check-Off payments required by this Agreement

shall be recorded and itemized on a unified Remittance Form. This form shall be supplied by the IUPAT Local 177 Benefit Trust Funds and shall make provision for the listing of each Employees name, Social Insurance Number, and the total number of hours worked.

- (b) All Funds and Check-Off remittances shall be consolidated into one (1) cheque payable to IUPAT Local 177 Benefit Trust Fund, c/o IUPAT Local 177, 17318 - 106 Avenue, Edmonton, Alberta T5S 1H9.
- (c) If an Employer has no Employees in any month he shall submit a "NIL" report unless he is officially out of business.
- (d) No discrimination will be made by the Local Union between one Fund and any other Fund when there is a failure on the part of any Employer to remit as specified
by this Agreement.
- (e) All monies required for the various Funds and Dues Check-Offs required by this Agreement are deemed to be held in Trust by the Employer until remitted under the terms of this Agreement.
- (f) In the case of a dispute that has proceeded to a written grievance, the Business Representatives of the Local Union may, during regular business hours, inspect the Employer's Company payroll records as to time and payment of wages, Health and Welfare payments, Pension Trust Fund payments, payments to the Painting Industry Trust Fund or any other Fund(s), and the required remittance of dues included in this Agreement. Failure to comply with this Clause within two (2) business days of receipt of written notice shall be just cause for withdrawal of Employees.

ARTICLE 20 ALBERTA BUILDING TRADES COUNCIL FUND

An amount of five cents (\$0.05) per hour worked shall be deducted and remitted to IUPAT Local 177 in the form of an Employee contribution on the unified Remittance Forms. This contribution shall be added to the amount required for Health & Welfare contributions for the purpose of collection and remittance. This Fund shall be administered by the Executive Board of IUPAT Local 177.

ARTICLE 21 UNION REPRESENTATIVE, SHOP & JOB STEWARDS

- 21:01** The Company shall recognize the right of the Union to appoint a Steward from among the Employees present on the job. The Steward must be acceptable to the Employees and shall not be discriminated against for carrying out his/her duties as described in 21:02 through 21:04.
- 21:02** The investigation and presentation of grievances with his/her Employer or the designated Company Representative in accordance with the provisions of the Collective Bargaining Agreement.
- 21:03** Notification to the Business Agent(s) of the Union of any grievance not adjusted to his satisfaction after presentation to the Employer's Representative.
- 21:04** Job Steward shall have no authority to take strike action or any other action interrupting the Employer's business. No Stewards shall be allowed to solicit membership in his/her organization or to collect any monies from Employees on the job during the working hours.
- 21:05** The Business Agent is to have access to all jobs covered by this Agreement, in carrying out his/her regular duties after first notifying the Superintendent in charge of his presence on the job.
- 21:06** Providing the Steward is qualified to perform the job required, the Steward shall be one of the last eight (8) Employees remaining on the job within the Scope of this Agreement.

ARTICLE 22 GENERAL AND SAFETY CONDITIONS

- 22:01 Rest Period (Work Break):** There will be a ten (10) minute rest period each morning and afternoon or first and second part of any shift, which however, shall not interfere with the general work pattern; Union members are not allowed to leave the job.
- 22:02** Any Employee called to a job and not required shall be paid two (2) hours time. If any Employee commences work and is sent home, he/she shall be paid one (1) hour extra up to a maximum of four (4) hours where his/her work is suspended because of inclement weather or other reasons beyond the control of the Employer.
- 22:03 Clean-Up Time:** All Employees prior to the completion of the first half of their regular shift shall be allowed five (5) minutes to clean-up their person. Ten (10) minutes prior to the end of their regular shift will be allowed brush and roller workers to clean-up their person; with twenty (20) minutes allowed spray painters to clean-up their equipment and person.

22:04 It shall not be a breach of this Agreement for a Union member to refuse to cross a legal picket line.

22:05 During the life of this Agreement there shall be no lockout or strike.

22:06 All Employees working inside tanks, penstocks, silos or with any materials more than normally injurious to clothing, will be supplied with proper protective clothing. This clothing will remain the property of the Employer. A competent worker shall be in attendance at all times as an assistant for safety purposes to the

worker engaged in this classification of work.

22:07 When safety helmets are to be used, the Employer shall supply new helmets, the cost being deducted from the Employee's pay. The Employer shall supply sanitary respirators when required.

22:08 It is understood and agreed that the Parties to this Agreement shall at all times comply with the Accident Prevention and Safety regulations of the Occupational Health and Safety Branch of the Alberta Department of Labour. Any refusal by an Employee to work in contravention of such regulations shall not be a breach of this Agreement. Employees who disregard safety measures are subject to instant dismissal and a report made to the Union and to the Occupational Health and Safety Branch of the Alberta Department of Labour.

22:09 The Employer will supply gloves to all sandblasters. Sandblasters and painters, upon hire, shall purchase one new set of coveralls from the Employer and thereafter exchange as required with the Employer for one clean pair of coveralls during the continuous duration of employment with one Employer only.

22:10 The Employer shall supply to his Employee designate, clean drinking water, hand cleaner, eye wash, first aid kit and clean rags or towels.

22:11 It is jointly understood that all Members dispatched from the IUPAT Local 177 shall, where required, possess (have) a medical assessment of fitness to wear a respirator.

*As a guideline for medical assessment of fitness to wear a respirator, the Workplace Health & Safety Medical Guideline (revised 2000) as published by the Alberta Human Resources and Development shall be used to determine if members are fit to wear a respirator.

22:12 The Employer shall provide suitable accommodations for Employees in which they may eat their lunches. These accommodations are to be heated in inclement weather and meet the sanitary standards agreeable to the Business Representative of the Local Union and

the Employer. All shelters supplied by the Employer shall be mutually maintained by the Employer and the Employees.

ARTICLE 23 AREA SCOPE OF AGREEMENT

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

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

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

With the exception that Employees domiciled within this area, and sent to work beyond this area shall be governed by this Agreement or such parts of Painter or Painting Agreements in other areas, which are superior to this Agreement. The Party of the first part shall, whenever possible, adopt a policy of employing seventy-five (75%) of the Employees from the Local Union of the International Union of Painters & Allied Trades, in whose jurisdiction the work is being carried out.

ARTICLE 24 SAVINGS CLAUSE

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

ARTICLE 25 REGISTRATION OF AGREEMENT

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

ARTICLE 26 RESERVATIONS CLAUSE

The Employer consents to the Union withdrawing its members from the job or shop for failure of the Employer to remit on time all monies owed by him to the Painters' Health and Welfare Fund, Painters' Pension Fund, Painters' Joint

Trade Board, Union dues and assessments provided the Union gives the Employer twenty-four (24) regular working hours written notice of such withdrawal.

ARTICLE 27 NEGOTIATIONS

27:01 Negotiations on individual Articles or portions of Articles may take place at anytime during the Agreement, providing commencing of negotiations are agreed to by both the Alberta Coating Contractors Association and the IUPAT Local 177.

It shall be a condition of this Agreement that all Parties to this Agreement shall abide by whatsoever changes will be negotiated during the life of this Agreement by the Alberta Coating Contractors Association and the IUPAT Local 177.

27:02 Enabling Provision: When in the opinion of any Party to this Agreement certain work might be secured for Painting Contractors signatory to this Agreement, the Parties hereto express their intent to consider amending certain provisions of this Collective Agreement by way of an Appendix where this action appears necessary and appropriate for certain Industrial, Commercial and Institutional projects, as specified, because of project type and size.

All enabling to be done by negotiation between the Union and the Association - and all bidders to be advised of agreement.

ARTICLE 28 SUCCESSORSHIP AND PRESERVATION OF WORK CLAUSE

28:01 Successorship: This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees. In the event of a sale, lease, transfer, assignment, receivership or bankruptcy proceedings or other disposition such operations shall continue to be subject to the terms and conditions of this Agreement. The Employer shall give notice of this agreement to any purchaser, lessee, transferee, assignee, etcetera. Such notice shall be in writing with a copy to the Union not later than the effective date of sale, lease or other form of disposition.

28:02 Preservation of Work Clause:

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

ARTICLE 29 DURATION OF AGREEMENT

29:01 This Agreement shall remain in full force and effect for the period **May 1, 2003 to April 30, 2005 inclusive**. This Agreement to continue from year to year unless in any year not more than one hundred and twenty (120) days and not less than sixty (60) days from the date of expiry of this Agreement, either Party shall furnish the other with notice to request to commence Collective Bargaining for proposed revisions of, or additions to, any provisions thereof.

29:02 In such event, negotiations on any proposal, revision, addition or deletion shall take place between the Parties within fourteen (14) days of such notice, or as mutually agreed upon. The present Agreement shall continue until a new Agreement is signed or a strike or lock out commences.

29:03 Notification shall be made by registered letter and bargaining shall commence within fourteen (14) days of date of issuance of letter.

ARTICLE 30 GENDER CLAUSE

Whenever the masculine gender is used in this Agreement it shall be meant to refer equally to the feminine gender.

ARTICLE 31 ALBERTA COATING CONTRACTORS ASSOCIATION

A contribution of five (\$0.05) cents per hour is to be paid and remitted by the Employer to finance the Alberta Coating Contractors Association.

ARTICLE 32 ALBERTA BUILDING TRADES SUBSTANCE ABUSE POLICY

See Appendix "A"

SIGNED THIS _____ DAY OF _____, 2003.

**FOR ALBERTA COATING
CONTRACTORS ASSOCIATION:**

FOR IUPAT LOCAL 177:

The Employer signatory below hereby agrees to be bound by the terms and conditions of this Collective Agreement and further agrees that this Collective Agreement is in full force and effect within that part of the Northwest Territories directly north and west of the Province of Alberta including the District of MacKenzie.

SIGNED THIS _____ DAY OF _____, 2003.

FOR THE EMPLOYER:

FOR IUPAT LOCAL 177:

