

PROVINCIAL  
GENERAL TEAMSTERS COLLECTIVE AGREEMENT  
FOR THE GENERAL CONSTRUCTION SECTOR  
JULY 22, 2007 TO APRIL 30, 2011

FOR AND BETWEEN

INDUSTRIAL CONTRACTORS ASSOCIATION OF ALBERTA

AND

GENERAL TEAMSTERS LOCAL UNION NO. 362

AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

## TABLE OF CONTENTS

PURPOSE .....	1
SCOPE .....	1
UNION RECOGNITION .....	1
Union Hiring Hall .....	1
Job Steward .....	2
Reduction in manpower .....	2
SUB-CONTRACTORS & DUMP TRUCK OWNER-OPERATORS .....	2
Sub-Contractors .....	2
Dump Truck Owner-Operators .....	2
RESERVATION OF MANAGEMENT RIGHTS .....	3
NO STRIKES OR LOCK-OUTS .....	3
JURISDICTION .....	3
General Warehousing .....	3
Transportation .....	3
Jurisdictional Disputes .....	3
LEGAL HOLIDAYS AND ANNUAL VACATIONS .....	4
WAGE SCALES .....	4
Classifications and Wage Scales .....	4
WORKING AND NON-WORKING FOREMEN .....	7
HOURS OF WORK AND SHIFT CONDITIONS .....	8
Hours of Work .....	8
Compressed Work Week .....	8
Shift Work .....	9
SHOW-UP TIME / CALL-OUT .....	9
Show-Up Time .....	9
Call-Out .....	10
TRANSPORTATION, ACCOMMODATION AND LOCAL RESIDENTS .....	10
Daily Commuting .....	10
Transportation to Remote Sites .....	12
Rotational Leave (Turnarounds) .....	13
Local Residents .....	14
Accommodation, Room & Board .....	16
LUNCH PERIOD .....	20
Coffee Break .....	20

TABLE OF CONTENTS, continued...

PAY DAY ..... 21

HEALTH AND WELFARE AND PENSION PLAN, TRAINING FUND, ASSOCIATION FUND,  
CONTRIBUTIONS, WORKING DUES ..... 21

    Health and Welfare Plan ..... 21

    Pension Plan ..... 21

    Training Fund ..... 21

    Advancement Fund ..... 22

    Association Fund ..... 22

    Alberta Building Trades Council Check-off ..... 22

    Contributions ..... 22

    Working Dues ..... 23

GRIEVANCE PROCEDURE ..... 23

TERM OF AGREEMENT ..... 24

SAVING CLAUSE ..... 24

LETTER OF UNDERSTANDING #1 ..... 25

    Job Targeting ..... 25

LETTER OF UNDERSTANDING #2 ..... 27

    Wage Re-Opener ..... 27

LETTER OF UNDERSTANDING #3 ..... 28

    Lunch Period ..... 28

PROVINCIAL  
GENERAL TEAMSTERS COLLECTIVE AGREEMENT  
FOR GENERAL CONSTRUCTION SECTOR

JULY 22, 2007 TO APRIL 30, 2011

by and between

INDUSTRIAL CONTRACTORS ASSOCIATION OF ALBERTA  
(hereinafter referred to as the "Association")  
on behalf of all employers who are bound or who subsequently become bound by this Collective  
Agreement by the operation of Registration Certificate No. 25.

(hereinafter referred to as the "Employer")

and

GENERAL TEAMSTERS LOCAL UNION NO. 362  
AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
(hereinafter referred to as the "Union")  
on behalf of all employees who are bound or who subsequently become bound by this Collective  
Agreement by the operation of Registration Certificate No. 25.

(hereinafter referred to as the "Employee")

WHEREAS, the representatives of the above noted parties have bargained collectively pursuant to the  
provisions of the Alberta Labour Relations Code, and

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

NOW, THEREFORE, this Agreement witnesseth that the terms of the Collective Agreement between the  
parties are as follows:

GENDER WITHIN THIS AGREEMENT SHALL BE DEEMED TO APPLY EQUALLY TO THE FEMININE  
GENDER

## **ARTICLE NO. 1.000 - PURPOSE**

- 1.100 The purpose of this Agreement is to promote an amicable relationship between the Employer and its Employees; to facilitate settlement of disputes and grievances; to prevent strikes, lockouts and other work stoppages; to establish wage rates, overtime conditions and working conditions for the Employees covered by this Agreement.

## **ARTICLE NO. 2.000 - SCOPE**

- 2.100 This Agreement shall apply to all Industrial Plant Construction undertaken by the Employer within the Province of Alberta including the hauling of all aggregates, gravel, sand, fill, concrete, but shall not apply to pipeline, highway or heavy construction.

## **ARTICLE NO. 3.000 - UNION RECOGNITION**

- 3.100 The Employer recognizes the Union as the sole bargaining agent for its Employees as designated by the certification granted by the Labour Relations Board of the Province of Alberta.
- 3.200 **Union Hiring Hall** - The Union shall establish hiring halls located in the cities of Calgary and Edmonton. When Employees are required by the Employer to work north of the north boundary of Township No. 38, these Employees shall be hired from the Edmonton Hiring Hall. Any Employee to work south of this boundary will be hired from the Calgary Hiring Hall.
- 3.300 The Employer agrees to apply to the appropriate Union Hiring Hall as defined in Clause 3.200 above when Employees are required for employment within the scope of this Agreement, but the Employer need not wait more than two (2) working days for qualified Employees to be supplied by the Union. The Employer will give the Union as much notice as possible. When Union Members are not available, then the Employer may obtain Employees elsewhere. Such Employees must become a Member of the Union within seven (7) days of hiring or be replaced by a Union Member when available at no cost to the Employer.

Upon written notification from the Union advising that an Employee is no longer a paid-up Member of the Union, the Employer shall discharge the Employee forthwith.

The Parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal peoples, and visible minorities in the workforce. To this end, the Employer and the Union agree to accommodate this need whenever possible and mutually agreed.

- 3.400 The Union, at the time of hiring, recognizes the Employer's right to select from the Union membership two (2) Class II Warehousemen per job and Foremen. In addition, one (1) Class II Warehouseman may be transferred from any existing project to any new project in the province. The Employer retains the right to reject any Employee for proper and just cause, referred for employment who is deemed not to be qualified.
- 3.500 Officers and Business Agents will be admitted to the Employer's premises and construction sites at any reasonable time during working hours, upon request. Such Officers and Agents shall comply with the security and safety regulations, and procedures in effect for each project. It is agreed that those Officers and Agents of the Union so admitted will not interfere with the work of the Employer's Employees or hold any meetings on the site at any time without specific approval of the Employer.

- 3.600 The Union may appoint one (1) Job Steward on each shift worked by the Employee on each Employer project and, upon written notice from the Union to the Job Superintendent, such Job Stewards will be recognized by the Employer as the Representative of the Union on such projects and shall not be discriminated against. It is also recognized by the Employer that the Job Steward is entitled to his fair share of overtime.

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

The Job Steward, when absent from the Project, may appoint a replacement for the duration of his absence.

It is specifically agreed that the Job Steward will not absent himself from the Project for the purpose of Union business without first obtaining permission from the Employer. Reasonable time shall be given to the Job Steward to carry out his duties provided he advises his Supervisor of his whereabouts.

Under no circumstances shall Job Stewards make any arrangements with the Employer, or vice-versa, that will change or conflict in any way with any section or terms of this Agreement.

The Job Steward may report to his Employer any violation of this Agreement by Sub-contractors. The Job Steward shall not deal directly with any of the Sub-contractors.

- 3.700 In the event of a lay-off or reduction in the work force, the Job Steward shall be given preference of employment provided work is available for which he has the necessary skills and ability.

The Employer will notify the Union whenever possible prior to the dismissal of a Job Steward stating the reason for dismissal and in all cases the reason shall be confirmed in writing.

**Reduction in manpower** – should it become necessary to reduce the workforce on the jobsite, the Employer shall lay off employees in the following sequence provided the remaining employee(s) possess the necessary qualifications:

- Permits – laid off first
- Construction Board Members of Teamsters, Local 362 - laid off last

- 3.800 The Employer shall provide a suitable place for the purpose of posting notices of Union Meetings, Union Election Returns, Union Appointments to Office, and Union Recreational and Social Affairs. No other written or printed matter will be distributed or posted by the Union on Employer premises except with specific approval of the Employer.

#### **ARTICLE NO. 4.000 - SUB-CONTRACTORS & DUMP TRUCK OWNER-OPERATORS**

- 4.100 **Sub-Contractors** - For the purpose of this Article, a Sub-contractor is a person or contractor who performs work at the job that, if done by the Employer, would have come under the terms of this Agreement. The Employer will see that all Sub-contractors abide by the terms of this Agreement.
- 4.200 The Employer shall engage only those Sub-contractors who are signatory to or agree to be bound by this Agreement to perform work set out in the classification herein contained.
- 4.300 **Dump Truck Owner-Operators** - Dump Truck Owner-Operators will be cleared through the Union Hall before they commence work on the job. The contractor will abide by the local union dump truck owner operator dispatch rules.

- 4.301 When they are available, the Employer agrees to hire only those Local Dump Truck Owner-Operators who are members on the Dump Truck Owner-Operators' list. The Employer will not allow these vehicles to haul other than bulk materials (i.e. dirt, sand, gravel, etc.).
- 4.400 The Employer shall engage only those companies who are signatory to any Teamster Agreement, or Teamster Members, provided they are available to haul aggregates, gravel, sand, fill, concrete to or from the jobsite(s).

The Union and the Employer specifically agree that this Clause 4.300 shall apply only to the hauling of the items listed and shall not be expanded to include other materials or deliveries to the site(s) other than items specifically agreed to at a pre-job conference.

#### **ARTICLE NO. 5.000 - RESERVATION OF MANAGEMENT RIGHTS**

- 5.100 It is agreed that it is the prerogative of the Management of the Employer for the responsibility of control, promotion, demotion, discipline and discharge of Employees for proper and just cause are recognized and, further, it is understood and agreed that any of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer except as specifically limited by any of the provisions of this Agreement.

#### **ARTICLE NO. 6.000 - NO STRIKES OR LOCK-OUTS**

- 6.100 The Employer agrees that it will not cause or direct any lockout of its Employees, and the Union agrees there will be no strikes or other collective action which will stop or interfere with production or construction during the life of this Agreement.

#### **ARTICLE NO. 7.000 - JURISDICTION**

- 7.100 **General Warehousing** - All work performed in the General Warehouse or in the designated general storage areas as directed by the Employer, i.e. receiving, checking, shipping, issuing, binning, inventory (excluding client or audit inventory), loading, off-loading, cleaning and maintaining of the Warehouse.
- 7.200 **Transportation** - Driving of the vehicle(s) in the performance of all hauling of men and/or material and/or equipment carried in/on, or towed by trucks, farm tractors, buses or other vehicles that are manufactured for the purpose of carrying men and/or material on a construction project or other areas where such work is controlled by the Employer.
- 7.300 **Jurisdictional Disputes** - In the event of a jurisdictional dispute, such dispute shall be settled without permitting same to interfere with the progress of prosecution of work.
- A jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union(s) or between the Employer and the Union in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.
  - All jurisdictional disputes arising between the parties to this agreement with any of the affiliated trade organizations comprising the Alberta (and N.W.T.) Building Trades Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.
  - There shall be no stoppage of work or slow down arising from any jurisdictional dispute, and disputed work will proceed as originally assigned until the dispute is settled.

**ARTICLE NO. 8.000 - LEGAL HOLIDAYS AND ANNUAL VACATIONS**

8.100 The following eleven (11) days shall be recognized as legal holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Family Day	

and any such day as may be declared a Legal Holiday by the federal and/or provincial government.

8.200 Legal Holidays will be accrued at the rate of four percent (4%) of the gross earnings, excluding the cost of public transportation and subsistence allowance, and paid to the Employee every pay period.

8.300 Should a holiday fall on a scheduled day off (e.g. on a Friday when 4x10's are being worked Monday through Thursday) the next day that would have been a regularly scheduled work day will be observed as the holiday. No work shall be performed on Labour Day except as necessary for the protection of life or property, or for the prevention of damage to Plant, Machinery or Equipment.

8.400 Vacation Pay will be at the rate of six percent (6%) of gross earning(s), excluding the cost of public transportation and subsistence allowance, and paid to the Employee every pay period. The Employer will make every reasonable effort to ensure that the Employee receives his vacation period.

**ARTICLE NO. 9.000 - WAGE SCALES**

**9.100 Classifications and Wage Scales**

9.101 Fuel trucks, concrete transit mix or other specialized concrete hauling equipment, nodwell drivers, low beds, all types of semi-trailers and dump trucks over 12 cubic yards (9.17 cubic metres) and up to 35 ton rated capacity and water pulls:

Ratification	\$32.66
May 4, 2008	\$34.15
May 3, 2009	\$35.54
Nov 1, 2009	\$36.57
May 3, 2010	\$37.50
Oct 31, 2010	\$38.33

9.102 All vehicles 35 ton rated capacity and over and utility drivers: (Utility drivers must have a Class 1 License)

Ratification	\$32.80
May 4, 2008	\$34.31
May 3, 2009	\$35.70
Nov 1, 2009	\$37.66
May 3, 2010	\$37.66
Oct 31, 2010	\$38.49

9.103 Dump trucks over 8 cubic yards (6.12 cubic metres) and up to 12 cubic yards (9.17 cubic metres) tandem axle, water trucks, flat decks with or without winches or A-frame and vacuum truck. Boomtruck over 80,000 GVW and similar equipment:

- I When required, an individual employed as a Boomtruck operator must be a ticketed individual or indentured apprentice, as recognized under the Teamster Training Program.
- ii An individual employed as a Boomtruck operator shall receive an additional one dollar (\$1.00) per hour on the classification basic rate upon presentation of his/her hoisting ticket to the Employer.

Ratification	\$32.57
May 4, 2008	\$34.06
May 3, 2009	\$35.45
Nov 1, 2009	\$36.48
May 3, 2010	\$37.40
Oct 31, 2010	\$38.23

An individual employed as a Boomtruck operator must be a ticketed individual or indentured apprentice, as recognized under the Teamster Training Program.

9.104 Dump trucks up to and including 8 cubic yards (6.12 cubic metres), forklifts, single axle water trucks, man-haul, crummie, bus or other type of equipment requiring Class 2 license, single axle, flat decks with or without winches or A-Frames, and fuel truck helper.

Ratification	\$32.39
May 4, 2008	\$33.87
May 3, 2009	\$35.25
Nov 1, 2009	\$36.27
May 3, 2010	\$37.19
Oct 31, 2010	\$38.02

An individual employed as a Boomtruck operator must be a ticketed individual or indentured apprentice, as recognized under the Teamster Training Program.

9.105 Pick-up trucks and farm tractors:

Ratification	\$31.99
May 4, 2008	\$33.46
May 3, 2009	\$34.81
Nov 1, 2009	\$35.83
May 3, 2010	\$36.78
Oct 31, 2010	\$37.66

9.106 Class II Warehouseman, one having a high degree of knowledge of special materials, i.e. instruments and components, piping and electrical, tools, etc:

Ratification	\$33.11
May 4, 2008	\$34.63
May 3, 2009	\$36.03
Nov 1, 2009	\$37.07
May 3, 2010	\$38.01
Oct 31, 2010	\$39.05

9.107 Class III Warehouseman:

Ratification	\$32.31
May 4, 2008	\$33.79
May 3, 2009	\$
Nov 1, 2009	\$36.19
May 2, 2010	\$37.11
Oct 31, 2010	\$37.93

9.108 Class IV Warehouseman:

Ratification	\$28.16
May 4, 2008	\$29.45
May 3, 2009	\$30.65
Nov 1, 2009	\$31.55
May 2, 2010	\$32.35
Oct 31, 2010	\$33.07

A Class I Warehouseman is one having a high degree of knowledge on special materials, i.e.: Instruments and components, piping and electrical, tools, etc. and has completed Class I Training.

Class I Warehousemen shall receive ten cents (\$.10) per hour above the current Class II base rate. Class I Warehousemen who have completed the Better Supervision Program shall receive fifty cents (\$.50) per hour above the current Class II base rate.

9.200 When a Second Person is required on a Fuel Truck, he will be a Member of the Teamsters Union and shall be qualified to assume Fuel Truck Driver's duties. All Fuel Trucks operating on a second and third shift or fueling idle unmanned equipment shall be provided with a Second Teamster.

9.300 Fuel, Water and Mixed Truck Drivers shall be supplied adequate gloves at no cost to the Employee. As well, fire retardant coveralls, and when required by weather conditions and requested by the employee, fire retardant parkas, will be supplied to fuel truck drivers and their helpers. When required, due to inclement weather or site conditions, rainwear and rubber boots will be made available to the Employees.

9.400 A General Foreman, when required, shall negotiate their own rate of pay or effective July 22, 2007, seven dollars (\$7.00) per hour over and above the highest paid driver under his supervision. Further uplifts shall occur as follows:

Effective May 3, 2009 \$7.50/hour

A Foreman, when required, shall be paid effective July 22, 2007, four dollars and seventy-five cents (\$4.75) per hour above the highest paid equipment operator under his supervision. Further uplifts shall occur as follows:

Effective May 3, 2009 \$5.25/hour

A Working Foreman, when required, shall be paid effective July 22, 2007, four dollars twenty-five cents (\$4.25) per hour above the highest paid equipment operator under his supervision. Further uplifts shall occur as follows:

Effective May 3, 2009 \$4.75/hour

A Class I Working Foreman, when required, shall be paid effective July 22, 2007, four dollars and seventy-five cents (\$4.75) per hour above the Class I Warehouseman's rate.

Effective May 3, 2009                      \$5.25/hour

A Class I General Foreman, when required, shall negotiate his rate of pay or effective July 22, 2007, seven dollars (\$7.00) per hour over and above the highest paid warehouseman under his supervision. Further uplifts shall occur as follows:

Effective May 3, 2009                      \$7.50/hour

9.500 When an Employee is required to work for more than four (4) hours in a single shift in a higher classification than that for that which he was hired, he shall be paid the higher rate for the entire shift in which he works at the higher classification.

When an Employee works four (4) hours or less in a single shift in a higher classification, then he shall continue to be paid at the rate for the classification for which he was hired.

Bus Drivers shall be paid in accordance with the classification of work assigned to that Employee, but not less than Bus Drivers' rates as shown.

#### **ARTICLE NO. 10.000 - STATUS OF WORKING AND NON-WORKING FOREMEN**

10.100 The Employer shall have the right to determine, at his discretion, the number of foremen required. However, the Employer shall designate one (1) Teamsters working foreman from among the equipment operators he employs on the jobsite when he employs three (3) or more Teamsters, and one (1) Teamster non-working foreman when he employs eight (8) or more Teamsters operating equipment on the site other than forklifts in Warehouse areas under the jurisdiction of the Teamsters Union.

A General Foreman will be utilized where thirty (30) or more Teamster drivers are employed on the job or earlier at the Employer's discretion.

Where a General Foreman or Foreman has been designated by the Employer to supervise Teamster or other workers, and is placed in charge of work, the position shall be first offered to a capable Teamster Local 362 Construction Board Member.

10.200 When an Owner-Operator is retained by the Employer for work within the confines of the construction site, he shall be considered as an Employee for the purposes of this Article.

10.300 When circumstances warrant, the Employer shall appoint from the Warehousemen one (1) Teamster as a Working Foreman. In any case, a Warehouse Working Foreman will be appointed when the number of Warehousemen employed on a job exceeds six (6), and the first Warehouseman called to a jobsite will be a Specialized Warehouseman who will be capable of supervising General Warehousemen and Warehouse Helpers.

A General Foreman for warehouse personnel will be at the Employer's discretion.

10.400 Where there are no Teamster Foremen, the direction of Teamsters shall be the responsibility of one (1) Staff person designated by the Employer; if a General Foreman is required for Teamsters' Jurisdiction, he will be a Member of the Union.

Where there is a Teamster Foreman, a Teamster Employee assigned to a craft or Project task shall only be re-assigned under the direction of a Teamster Foreman. A Teamster Employee assigned to a multi-craft task shall be directed by Teamster Foreman only.

10.500 A Non-Working Foreman may only drive equipment in cases of emergency, but he shall not operate equipment to displace a regular Employee, or during overtime hours.

#### **ARTICLE NO. 11.000 - HOURS OF WORK AND SHIFT CONDITIONS**

11.100 The work week for all shifts shall be defined as below.

11.101 **Hours of Work** - The maximum of eight (8) hours shall constitute a normal day's work beginning at 8:00 a.m. and ending by 5:00 p.m. (except when one-half (½) hour lunch is taken in which case the normal day will end at 4:30 p.m.). The maximum normal work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 5:00 p.m.

The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at his option.

Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

A change in start/quit times shall be applied consistently on the jobsite and in no circumstances shall split shifts be created unless mutually agreed between the parties.

11.102 Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.

11.103 When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of time and one-half (1½) the regular rate for the first two (2) hours. All additional hours shall be paid at double (2) the regular hourly rate.

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

11.105 All hours worked on Saturday, Sunday and statutory holidays shall be paid at two (2) times the applicable rate of pay.

#### **11.200 Compressed Work Week**

11.201 The regular hours of work may be worked, as an option, on the basis of four (4) days times ten (10) hours per day Monday through Thursday, provided always that, once this option is applied, the Employer shall complete at least a full week's work on this shift.

11.202 For the purpose of computing overtime pay, when a compressed work week is scheduled and Friday is worked the first ten (10) hours shall be paid at time and one-half (1½) the regular hourly rate. All work in excess of the regular ten (10) hours per day shall be paid at double (2) the regular hourly rate.

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

11.204 The Parties understand and agree that on remote jobsites or where special conditions apply, scheduling of extended work weeks/days off may be beneficial to the completion of the work and in those circumstances the parties will mutually agree to a work schedule to meet job conditions.

**11.300 Shift Work**

11.301 Shift work may be performed at the option of the Employer, however, when shift work is performed at least two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least three (3) consecutive regular working days, and three (3) consecutive regular working days where four (4) ten (10) hour day option is being utilized. Should each of the shifts outlined above not continue for a period of three (3) consecutive working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this portion of this Agreement.

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

By mutual agreement, shifts may be established for periods of less than two (2) consecutive regular working days and in such an event, the deemed overtime that would otherwise be payable shall not apply.

11.303 The first shift shall work a normal shift as set out in Clause 11.101 of this Agreement, with the applicable overtime rate after eight (8) hours of work.

11.304 The second shift commencing at any time between 3:00 p.m. and 8:00 p.m. shall work eight (8) hours. The hourly rate for Employees on the second shift shall be two dollars and fifty cents (\$2.50) per hour greater than their applicable day time rate of pay.

11.305 The third shift, commencing at any time between 8:00 p.m. and 6:00 a.m., shall work eight (8) hours. The hourly rate for Employees on the third shift shall be three dollars (\$3.00) per hour greater than their applicable day time rate of pay.

11.306 Employees shall receive eight (8) consecutive hours rest in any twenty-four (24) hour period. When an eight (8) consecutive hour rest has not been given, overtime rates for all hours worked shall apply until the rest period is given.

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

**ARTICLE NO. 12.000 - SHOW-UP TIME / CALL-OUT**

**12.100 Show-Up Time**

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

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

- 12.103 Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- 12.104 An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least two (2) hours prior to the commencement of the normal work day. Employees working on a jobsite where they are accommodated in a camp facility, will not be entitled to show up time if they are notified that no work is available, at breakfast time, and notices are posted on the bulletin boards in the camp kitchen.
- 12.105 When an Employee reporting for work qualifies for show up time, such time shall include the regular shift premium when applicable.
- 12.106 When an Employee is unable to report for work or to continue work due to a strike or work stoppage on the Project on which he is employed, or if the Employee leaves work of his own accord or is discharged for cause, such Employee will not be entitled to the applicable provisions in Clause 12.101.
- 12.200 **Call-Out** - Employee(s) who are called out after normal working hours and commence work shall be paid for a minimum of two (2) hours at the applicable overtime rate, and any travel and transportation applicable. If more than two (2) hours are worked, the Employee(s) shall receive pay for actual hours worked at the applicable overtime rate.
- 12.201 The Employer may require an Employee to perform work within his jurisdiction for the two (2) hour call-out.

#### **ARTICLE NO. 13.000 - TRANSPORTATION, ACCOMMODATION AND LOCAL RESIDENTS**

- 13.100 **Daily Commuting** - 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:
- 13.101 (a) A forty-five (45) kilometer radius free zone from the centers of the cities highlighted or in which Local Union offices are located (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 Clause 13.101 (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.

It is agreed that if a major petroleum/petro-chemical project is undertaken in the area south of Redwater but north of the free zone such project will be deemed to be included within the free zone.

- 13.102 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.

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

Travel Allowance: 80 km @ 80 km per hour = 1 hour at base rate of \_\_\_\_\_.

Vehicle Allowance: 80 km @ 47¢ per km = \$37.60

For a daily total of \_\_\_\_\_.

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

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 kilometers. 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.

The current rate remains at forty-seven cents (\$0.47) per km until such time as the Canada Revenue Agency provides their yearly averages.

The foregoing shall effect each section of this Collective Agreement that prescribes a vehicle allowance.

- 13.103 Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- 13.104 Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
- 13.105 When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances which 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 fifteen (15) minutes beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.

- 13.106 If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of forty-seven cents (47¢) per kilometer traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- 13.107 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 (1½) 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.
- 13.108 When an employee is being paid subsistence allowance in accordance with Article 13.500, and when there is no accommodation available within 45 kilometres of the project on which the employee is engaged, the employer shall determine the location of the nearest available accommodation, and shall determine the number of road 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.
- 13.109 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.

Notwithstanding the foregoing, for work respecting any contracts for which tenders were submitted prior to the effective date of this Collective Agreement, daily travel arrangements as set out in the previous Collective Agreement will apply.

#### **13.200 Initial and Return Transportation to Remote Sites**

- 13.201 Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under Clause 13.102 would apply, shall be paid travel allowance for initial travel and transportation to the project and return, subject to the conditions in Clause 13.202 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 kilometers - \$77.00 each way (\$84.00 effective May 4, 2009)
  - (ii) 201 kilometers to 300 kilometers - \$110.00 each way (\$120.00 effective May 4, 2009)
  - (iii) 301 kilometers to 375 kilometers - \$132.00 each way (\$144.00 effective May 4, 2009)
  - (iv) over 375 kilometers to 475 kilometers \$198.00 each way, (\$216.00 effective May 4, 2009) or actual airfare if suitable proof of air transport is provided to the employer.
  - (v) over 475 kilometers - as mutually agreed between the parties to this Agreement to a maximum of \$303.00 each way, (\$330.00 effective May 4, 2009) or airfare inclusive of taxis if suitable proof of air transport is provided to the employer, in the event this is the most practical method of accessing the project/jobsite.
  - (vi) Notwithstanding the provisions above, when transportation is provided by the Employer, no travel allowance will be paid.

- 13.202 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 on the next pay following qualification.

If the employee is transferred as per Clause 3.400 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.

### 13.300 Rotational Leave (Turnarounds)

- 13.301 On jobs located beyond a three hundred (300) kilometer radius to a maximum of four hundred and seventy-five (475) kilometers from the centre of Edmonton or Calgary or other Hiring Hall location, the Employer shall:
- a) Pay an allowance of one hundred and fifty-four dollars (\$154.00) after thirty-five (35) calendar days (\$168.00 effective May 4, 2009) of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.  
  
Where the Employer supplies transportation the employee shall not be entitled to the above allowance.
  - b) Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- 13.302 On jobs located beyond a four hundred and seventy-five (475) kilometer radius from the centre of Edmonton or Calgary or other Hiring Hall location, the Employer shall:
- a) Provide a negotiated transportation allowance, not to exceed scheduled airline air fare where scheduled air service is available, or pay an allowance of two hundred and seventy-five dollars (\$275.00) where airline service is not available, (\$300.00 effective May 4, 2009) 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 Employer supplies transportation the employee shall not be entitled to the above allowance.
  - b) Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

- 13.303 The Employer recognizes that if an Employee is laid off while absent from the Project on approved leave and who actually returns to the Project for the purpose of clearing his tools and possessions from the Camp, he shall be entitled to the return fare provisions of this Collective Agreement.

It is further understood and agreed that the above described trips be on a rotation basis and at no time more than twenty-five percent (25%) of the working force shall be on such home leave.

- 13.304 When transportation is provided by means of weekly bussing, an employee, at the time of dispatch, will be allowed to elect to use the bus or to receive collective agreement initial/return/rotation provisions. Buses must comply with 13.103.

An employee who has elected collective agreement initial/ return/rotation provisions will no longer be paid any such payments not yet received if a new bus route is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.

An employee who has elected collective agreement initial/ return/rotation provisions and who is found using bus transportation will become dis-entitled to further collective agreement initial/return/rotation allowances as one consequence.

If an employee who elects Collective Agreement initial/return/ rotation provisions uses bus transportation for his initial trip, that employee 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 bus transportation governing behavior and the use of, e.g. alcohol, tobacco and other substances.

Notwithstanding the foregoing, an employee who has elected to use provided busses, and who is hired, laid off, or terminated on a day when weekly bussing is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation to or from the site to the nearest commercial bus terminal, or equivalent taxi fare.

#### 13.400 **Local Residents**

- 13.401 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 (6) 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.

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

Local Residents residing between a forty-five (45) kilometer radius and a seventy-five (75) kilometer radius of the jobsite 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), (\$36.00 effective May 4, 2009) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of seventeen dollars (\$17.00), (\$19.00 effective May 4, 2009) 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 MacKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray.

#### **Guidelines for Determining Local Residency**

Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representative of the Employer and the Union shall determine the individual's acceptability as to residency only. The Union together with a representative of the ICA 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 residents.

In making the determination as to whether a person is a "Local Resident" for the purpose 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
- permanence and purpose of residence in a particular community
- documentation of:
  - property tax and recent receipts, telephone, gas or other utility receipts
  - driver's license
  - vehicle registration or pink card
  - income tax
  - unemployment insurance documents
  - voter's list registration
  - employee benefits fund administration registration

13.403 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.

13.404 Where a Local Resident employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

13.405 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.

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

**13.500 Accommodation, Room & Board**

13.501 Applicable within a four hundred and seventy-five (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 (7) days per week, or
- ii. for each day worked, mutually agreed room and board, or
- iii. for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred dollars (\$100.00) per day except for:
  - the Fort McMurray region where the rate will be one hundred and forty-five dollars (\$145.00);
  - the Athabasca region where the rate will be one hundred and twenty dollars (\$120.00)
  - the Cold Lake region where the rate will be hundred dollars and twenty dollars (\$120.00)
  - the Edson region where the rate will be one hundred and twenty-five dollars (\$125.00)
  - the Fox Creek region where the rate will be one hundred twenty-five dollars (\$125.00)
  - the Hinton region where the rate will be one hundred and thirty-five dollars (\$135.00)
  - the Peace River region where the rate will be one hundred twenty-five dollars (\$125.00)
  - the Red Deer region where the rate will be one hundred and twenty-five dollars (\$125.00)

The following subsistence rates will be applicable:

- The subsistence rate for the entire Province with the exception of those areas noted would be eighty-five dollars (\$85.00) per day. There shall be no requests for review of subsistence rates for any location in Alberta through to April 30, 2011. The subsistence rate for the following area would be as follows for the same dates:

Fort McMurray \$125.00 per day.

- iv. on a project/jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers or centers of the cities in which Local Union offices are located (as applicable) one additional day's subsistence per normal work week shall be paid for the use of accommodation, if it is deemed reasonable by the employer and union, for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his Employer for each occasion the accommodation is used. Where the Employer

or his client is providing a free bus trip back to the city on the same day as the last day worked in the week and / or upon layoff, this provision shall not be applicable. Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where compressed work week schedule is in effect) provided the employee reports for work on the work day immediately preceding and following the Statutory Holiday.

13.502 Applicable beyond a 475 kilometer radius of the centers of the cities in which Local Unions are located (excluding National Parks and Northwest Territories).

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

- i. camp accommodation; or
- ii. mutually agreed room and board; or
- iii. reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred dollars (\$100.00) per day except for:
  - the Fort McMurray region where the rate will be one hundred and forty-five dollars (\$145.00);
  - the Athabasca region where the rate will be one hundred and twenty dollars (\$120.00)
  - the Cold Lake region where the rate will be one hundred and twenty dollars (\$120.00)
  - the Edson region where the rate will be one hundred and twenty-five dollars (\$125.00)
  - the Fox Creek region where the rate will be one hundred twenty-five dollars (\$125.00)
  - the Hinton region where the rate will be one hundred and thirty-five dollars (\$135.00)
  - the Peace River region where the rate will be one hundred and twenty-five dollars (\$125.00)
  - the Red Deer region where the rate will be one hundred and twenty-five dollars (\$125.00)

The following subsistence rates will be applicable:

- The subsistence rate for the entire Province with the exception of those areas noted would be eighty-five dollars (\$85.00) per day. There shall be no requests for review of subsistence rates for any location in Alberta through to April 30, 2011. The subsistence rate for the following area would be as follows for the same dates:

Fort McMurray \$125.00 per day.

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

- 13.503 In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to Clauses 13.501(ii) or 13.502(ii) above, the difference shall be referred to a balanced committee of appointees of Teamsters, Local 362 and the Building Trades Council and a Committee of the registered Employer's organization (ICA), which Committee shall make a final and binding decision within five days from the date of referral.
- 13.504 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.
- 13.505 I. In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the employer shall provide one of the following options:
- provide suitable room and board; or
  - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
  - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- ii. Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the President of the Alberta Building Trades Council issue a formal written request to the registered Employers' organization (ICA) 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' organization (ICA). 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 Employers' organization (ICA) and Teamsters, Local 362.
- 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 ten (10) days in accordance with the provisions of Clause 17.104. 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 mutually agreed by the Employers' organization (ICA) and Teamsters, Local 362. 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 Employers' organization (ICA) and Teamsters, Local 362.

- 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.

#### 13.506 Applicable to all regions -

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

To be eligible for board and room or daily allowance in these circumstances the employee must have been unable to return to his primary Alberta residence due to medical, work, site or weather conditions.

In the event return to the employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.

It is expected that circumstances to which these provisions apply will be of short duration.

For the purposes of this Article, for an employee who does not maintain a primary residence in Alberta, that employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

- (ii) If an employee chooses to leave before the completion of the shift without the consent of the Employer he will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.
- lii 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.
- (iv) 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 NO. 14.000 - LUNCH PERIOD**

14.100 The lunch period shall be in accordance with Clause 11.101.

When an Employee on a camp job is assigned work during the regular meal period, he shall be provided with a meal.

When lunchrooms are used, they shall be kept heated and clean, with adequate size and seating capacity to accommodate the number of people using the facilities.

14.200 When Employees are required to work overtime beyond their regular shift, the same may be worked on a continuous basis provided that it does not exceed two (2) hours. In cases where overtime exceeds two (2) hours, the Employee will be provided with a meal after two (2) hours of overtime, and every four (4) hours thereafter.

Where a Supervisor is required to:

- start up to one (1) hour earlier, or
- finish up to one (1) hour later, or
- start up to one half ( $\frac{1}{2}$ ) hour earlier and finish up to one half ( $\frac{1}{2}$ ) hour later than the Supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provision of an overtime meal will not be required unless an overtime meal is provided to the rest of the crew.

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

If non-scheduled overtime of more than two (2) hours is to be worked at the end of the scheduled shift, a third break will be permitted at the commencement of this non-scheduled overtime.

**ARTICLE NO. 15.000 - PAY DAY**

15.100 Wages shall be paid weekly not later than the last day of the regular work week before quitting time. 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.

15.200 When Employees are laid-off or discharged, they will be paid in full upon termination of employment. When Employees quit of their own accord, they shall be paid not later than the regular pay day, for the wages due them.

It is recognized that there will be certain occasions when the above procedure is not possible. In these cases final wages will be mailed to the employee's last recorded home address within two (2) working days exclusive of Saturdays, Sundays and Statutory Holidays.

15.300 If the Employer fails to comply with this provision, it will pay to the Employees eight (8) hours at the regular straight time rate for each regular working day (excluding Saturdays, Sundays and Legal Holidays), delay or any part thereof, unless a clerical error has occurred. Should a clerical error occur, the Employer shall correct the error within two (2) regular working days from the time of notification.

**ARTICLE NO. 16.000 - HEALTH AND WELFARE AND PENSION PLAN, TRAINING FUND, ASSOCIATION FUND, CONTRIBUTIONS, WORKING DUES**

**16.100 Health and Welfare Plan**

16.101 The Employer shall contribute effective July 22, 2007 one dollar and ninety cents (\$1.90), effective May 4, 2008 one dollar and ninety-five cents (\$1.95), and effective May 3, 2009 two dollars (\$2.00), and effective May 2, 2010, two dollars and ten cent (\$2.10) per hour worked hereunder to General Teamsters, Local 362, Health and Welfare Plan.

**16.200 Pension Plan**

16.201 The Employer shall contribute effective July 22, 2007 five dollars and thirty cents (\$5.30), effective May 4, 2008 five dollars and sixty cents (\$5.60), effective May 3, 2009 five dollars and eighty-five cents (\$5.85), and effective May 2, 2010, six dollars and ten cents (\$6.10) per hour for each hour earned hereunder to General Teamsters, Local 362, Pension Plan.

**16.300 Training Fund**

16.301 The Employer shall pay effective July 22, 2007 thirty-five cents (\$0.35), and effective May 4, 2008, forty cents (\$0.40) per hour for each hour worked by each Employee into the Teamsters Training Fund.

The Employer shall, not later than the fifteenth (15th) day of each month, mail the Training Fund contributions for the previous month in accordance with the forms provided by the Union.

16.302 The liability of any Employer to the Training Fund shall be limited to his obligation to pay the amounts stated in this Agreement at the times and in the manner stated.

**16.400 Advancement Fund**

16.401 The Employer shall make contributions for five cents (5¢) per hour for which wages are payable hereunder, for each Teamster employee covered by this Collective Agreement. Payment of said funds shall be made to General Teamsters Local 362 Union/Industry Advancement Fund by the fifteenth (15<sup>th</sup>) of the month following that to which they refer.

**16.500 Association Fund**

16.501 The Employer shall contribute, effective August 1, 2007, an amount of eight cents (\$0.08) per hour for every hour worked, including waiting and reporting time, by its Employees covered under this Agreement. Contributions on all overtime shall be calculated at the applicable overtime rate.

The Employer shall, not later than the fifteenth (15<sup>th</sup>) day of each month, mail the Association Fund contributions for the previous month in accordance with the forms provided by the Union.

16.502 Such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Industrial Contractors Association of Alberta.

**16.600 Alberta Building Trades Council Check-off**

16.601 The Employer shall deduct five cents (\$0.05) per hour worked from wages of the employee as a check-off to the Alberta and Northwest Territories (District of MacKenzie) Building Trades Council (the Council). Such deduction shall be paid for each and every employee covered by the terms of and operation of this Collective Agreement. The monies so deducted shall be remitted in the same manner as Union Dues are remitted under this Collective Agreement, and the Employer may remit such monies directly to an account designated by the Council, under the same timings and conditions as are in force for submission to the Local Union.

16.602 The monies deducted by the Employer for the Council check-off shall be deemed to be in trust. Where the Employer chooses to remit the check-offs to the Union, the same shall be remitted by the Employer and received by the Union in trust for the Council.

**16.700 Contributions**

16.701 Contributions and remittances referred to in Clauses 16.100, 16.200, 16.300, 16.400, 16.500 and 16.600 shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer, together with a form, supplied to the Employer by the Union, which shall provide full instructions.

16.702 Timely payment of contributions to the Trust Fund provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:

16.703 The Union will advise the Employer, in writing, of any delinquency.

16.704 If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and Holidays, the Union may then request a meeting with the Employer to provide for payment of funds.

16.705 In the case of failure of the Employer to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.

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

**16.800 Working Dues**

16.801 Effective July 22, 2007, forty-six cents (\$0.46) working dues shall be deducted from each Employee covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15<sup>th</sup>) day of each month following the month in which deductions were made. Effective May 1, 2008 this amount increases to forty-eight cents (\$0.48), May 1, 2009 this amount increases to fifty cents (\$0.50), effective May 1, 2010 this amount increases to fifty-two cents (\$0.52).

16.802 Remittances shall be made in accordance with the forms provided by the Union.

16.803 Should the Union, during the term of this Agreement, request a change in hourly rates of the working dues, the altered rate shall be deducted and remitted as above.

16.804 The Employer shall be given sixty (60) days notice in writing of the change in the amount of deductions to be made.

**ARTICLE NO. 17.000 - GRIEVANCE PROCEDURE**

17.100 All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement.

The Union, an Employee, or the Employer may institute grievance proceedings under the terms of this Article. If the Party receiving the grievance fails to process same within the time limits set forth hereafter, then the grievor may continue on to the next step of the procedure including Arbitration.

However, if the Party initiating the grievance fails to process same within the time limits set forth hereafter, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at the end.

17.101 **Step 1:** Any grievance of an Employee shall first be taken up between such Employee and the Supervisor.

Time limit to institute grievance - ten (10) working days.

17.102 **Step 2:** Failing settlement under Step 1, such grievance shall be taken up between a representative of the Local Union or Shop Steward and the Supervisor within ten (10) working days.

17.103 **Step 3:** Failing settlement under Step 2, such grievance and any question, dispute or controversies that are not of the kind that are subject to Steps 1 and 2, shall be reduced to writing and taken up between the Secretary or other bargaining representative of the Union and the Employer's representative authorized by the President of the Employer within ten (10) working days.

17.104 **Step 4:** Failing settlement under Step 3 and within ten (10) working days, the matter will be referred to an agreed upon neutral Arbitrator who will meet to hear both sides of the case. The Arbitrator's decision will be final and binding.

Failing to agree upon a neutral Arbitrator, the Department of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

The cost of the Arbitrator will be borne equally by the Union and by the Employer.

The Arbitrator shall deal with the question referred and without limiting the foregoing shall not extend, modify or amend any part of this Agreement and the decision of the Arbitrator will be final and binding on both Parties. The expense of the Arbitrator shall be shared equally by the Employer and the Union.

**ARTICLE NO. 18.000 - TERM OF AGREEMENT**

18.101 This Agreement shall be in full force effective July 22, 2007 and continue to be in effect until April 30, 2011 and from year to year thereafter, except as hereinafter provided.

18.102 Either Party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other Party, not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

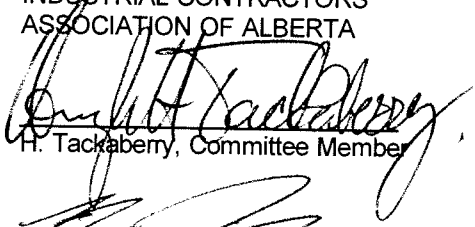
18.103 If notice to negotiate has been given by either Party, this Agreement shall remain in full force and effect up to the date that the Union or the Employer commence a lawful strike or lockout.

**ARTICLE NO. 19.000 - SAVING CLAUSE**

19.101 This Agreement between the parties is in accordance with the provisions of the Alberta Labour Code. Should it be determined at any time that any provisions contravene such laws, then the Parties hereto agree to renegotiate such provision or provisions for the purpose of having them conform to the law with all other provisions of this Agreement not being affected thereby.

Signed this 24<sup>th</sup> day of Oct, 2007, in the City of Calgary in the Province of Alberta.

BY THE NEGOTIATING COMMITTEE  
FOR THE EMPLOYERS OF THE  
INDUSTRIAL CONTRACTORS  
ASSOCIATION OF ALBERTA

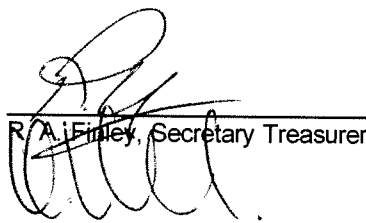


H. Tackaberry, Committee Member

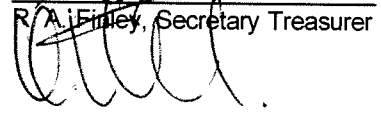


Brett Horan, Committee Member

BY THE UNION  
GENERAL TEAMSTERS LOCAL UNION NO. 362



R.A. Finley, Secretary Treasurer



Ken Krawchenko, Business Agent

## LETTER OF UNDERSTANDING

**BY AND BETWEEN:** Industrial Contractors Association of Alberta  
(the "Association")

**AND:** General Teamsters Local Union No. 362  
affiliated with  
The International Brotherhood of Teamsters  
(the "Union")

**RE:** Job Targeting

WHEREAS the Parties have entered into a Collective Agreement which shall remain in effect from July 22, 2007 to April 30, 2011 as set out in the said Collective Agreement, and

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

WHEREAS the Parties are jointly committed to the enhancement and retention of the share of the market performed by employers and employees who are bound by the said Collective Agreement,

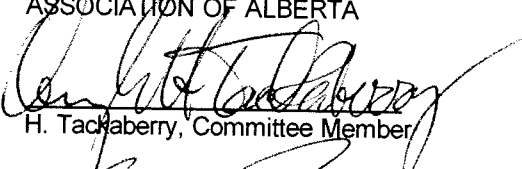
NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Co-ordinating Committee of Registered Employers' Organizations, and of the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.
2. This Job Targeting Letter of Understanding shall remain in effect until terminated on sixty (60) days notice by either Party, or until April 30, 2011, whichever is the earlier. It is further understood that the Parties shall meet periodically to review the application and operation of this Job Targeting Letter of Understanding, and may amend the terms or operation of this Letter of Understanding at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Letter of Understanding, where there has been agreement upon special terms and conditions of employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.
3. In the event this Job Targeting Letter of Understanding is terminated on notice by the Union, it is agreed that all of the provisions of this Collective Agreement which set out the overtime premiums applicable to industrial work shall revert to the overtime premiums applicable to industrial work as were set out in the July 22, 2007 to April 30, 2011 Collective Agreement between the Parties.

This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties pursuant to Registration Certificate Number 25.

Signed this 27<sup>th</sup> day of Oct, 2007, in the City of Calgary in the Province of Alberta.

BY THE NEGOTIATING COMMITTEE  
FOR THE EMPLOYERS OF THE  
INDUSTRIAL CONTRACTORS  
ASSOCIATION OF ALBERTA



H. Tachaberry, Committee Member



Brett Horan, Committee Member

BY THE UNION  
GENERAL TEAMSTERS LOCAL UNION NO. 362



R. A. Finley, Secretary Treasurer



Ken Krawchenko, Business Agent

**LETTER OF UNDERSTANDING #2**

**BETWEEN:** Industrial Contractors Association of Alberta  
(the "Association")

**AND:** General Teamsters Local Union No. 362  
(the "Union")

**RE:** Wage Re-Opener

WHEREAS the Parties have entered into a Collective Agreement which shall remain in effect from July 22, 2007 to April 30, 2011 as set out in the said Collective Agreement, and

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

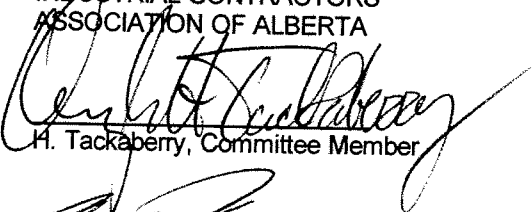
WHEREAS the Parties are jointly committed to the enhancement and retention of the share of the market performed by employers and employees who are bound by the said Collective Agreement,


NOW THEREFORE IT IS AGREED AS FOLLOWS:

Either Party may, in either the third or fourth years of this Agreement, re-open negotiations to deal with wags only.

Signed this 24<sup>th</sup> day of Oct, 2007, in the City of Calgary in the Province of Alberta.

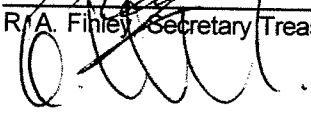
BY THE NEGOTIATING COMMITTEE  
FOR THE EMPLOYERS OF THE  
INDUSTRIAL CONTRACTORS  
ASSOCIATION OF ALBERTA

  
H. Tackaberry, Committee Member

  
Brett Horan, Committee Member

BY THE UNION  
GENERAL TEAMSTERS LOCAL UNION NO. 362

  
R.A. Finley, Secretary Treasurer

  
Ken Krawchenko, Business Agent

LETTER OF UNDERSTANDING #3

**BETWEEN:** Industrial Contractors Association of Alberta  
(the "Association")

**AND:** General Teamsters Local Union No. 362  
(the "Union")

**RE:** Article No. 14.200 - Lunch Period

The Parties hereto agree to amend the language in Article No. 14.200 to read as follows:

14.200 Where employees are required to work in excess of ten (10) hours in a single shift, they shall be provided immediately after ten (10) hours, with a suitable meal, (hot where possible), and every four (4) hour thereafter until the shift is ended. The cost of the meal(s) and the time consuming same shall be paid for at the straight time rates contained in the Agreement, to a maximum of one-half (½) hour in duration. Where the Employer is paying subsistence, this clause shall also apply.

Should an employee not be provided with meals as set out in the preceding paragraph, he shall receive one-half (½) hour pay at the applicable rate for each meal not provided. These conditions shall not exceed more than fourteen (14) calendar days.

Where a Supervisor is required to:

- start up to one (1) hour earlier, or
- Finish up to one (1) hour later, or
- 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 provision of overtime meal and the time to consume it will not be required unless an overtime meal is provided to the rest of the crew.

Where compressed work weeks are worked, recognizing emergency situations will arise, if the Contractor has not scheduled in excess of ten (10) hour shifts, the Contractor shall be granted a one (1) hour extension where the Contractor need not supply a suitable meal.

Under no circumstances shall any form of payment be made to the employee in lieu of the Employer providing such meal(s), unless prior agreement has been reached between the Employer and the Business Manager of the Union or his representative.

Signed this 27<sup>th</sup> day of Oct, 2007, in the City of Calgary in the Province of Alberta.

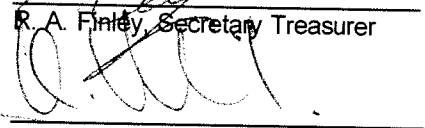
BY THE NEGOTIATING COMMITTEE  
FOR THE EMPLOYERS OF THE  
INDUSTRIAL CONTRACTORS  
ASSOCIATION OF ALBERTA

  
H. Tackaberry, Committee Member

  
Brett Horan, Committee Member

BY THE UNION  
GENERAL TEAMSTERS LOCAL UNION NO. 362

  
R. A. Finley, Secretary Treasurer

  
Ken Krawchenko, Business Agent