

**PROVINCIAL  
GENERAL TEAMSTERS COLLECTIVE AGREEMENT  
FOR THE GENERAL CONSTRUCTION SECTOR  
MAY 1, 1999 TO APRIL 30, 2001**

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

GENDER .....	4
PURPOSE .....	4
SCOPE .....	4
UNION RECOGNITION.....	4
UNION HIRING HALL .....	4
JOB STEWARD .....	5
SUB-CONTRACTORS .....	6
DUMP TRUCK OWNER-OPERATORS .....	7
RESERVATION OF MANAGEMENT RIGHTS.....	7
NO STRIKES OR LOCK-OUTS .....	7
JURISDICTION .....	8
LEGAL HOLIDAYS.....	9
ANNUAL VACATIONS .....	9
WAGE SCALES .....	10
WORKING & NON-WORKING FOREMEN.....	12
HOURS OF WORK & SHIFT CONDITIONS .....	13
COMPRESSED WORK WEEK.....	14
SHIFT WORK.....	15
SHOW-UP TIME / CALL-OUT .....	16
TRANSPORTATION .....	17
DAILY COMMUTING.....	17
TURNAROUNDS.....	21
LOCAL RESIDENTS .....	22
ACCOMMODATION, ROOM & BOARD.....	23
LUNCH PERIOD .....	29
PAY DAY .....	29
HEALTH & WELFARE PLAN.....	30
PENSION PLAN.....	30
TRAINING FUND .....	30
ASSOCIATION FUND .....	31
A B T COUNCIL CHECK-OFF .....	31
WORKING DUES.....	32
GRIEVANCE PROCEDURE .....	33
TERM OF AGREEMENT.....	34
SAVING CLAUSE.....	35
JOB TARGETING .....	36

PROVINCIAL  
GENERAL TEAMSTERS COLLECTIVE AGREEMENT  
FOR GENERAL CONSTRUCTION SECTOR

MAY 1, 1999 TO APRIL 30, 2001

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:

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

**ARTICLE 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 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 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.

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 one (1) Foreman when such Foreman is needed to comply with Clauses 10.100 and 10.200. In addition, one (1) Foreman and 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.

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.

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 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.

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 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 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 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/or 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 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.

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.

**ARTICLE 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:

May 1, 1999	\$24.60
November 1, 1999	\$25.24
May 1, 2000	\$26.01
November 1, 2000	\$26.46

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

May 1, 1999	\$24.70
November 1, 1999	\$25.34
May 1, 2000	\$26.11
November 1, 2000	\$26.56

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. Hiab over 80,000 GVW and similar equipment:

May 1, 1999	\$24.55
November 1, 1999	\$25.19
May 1, 2000	\$25.96

November 1, 2000 \$26.41

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. Hiab under 80,000 GVW and similar equipment:

May 1, 1999	\$24.40
November 1, 1999	\$25.04
May 1, 2000	\$25.81
November 1, 2000	\$26.26

9.105 Pick-up trucks and farm tractors:

May 1, 1999	\$24.09
November 1, 1999	\$24.73
May 1, 2000	\$25.50
November 1, 2000	\$25.95

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:

May 1, 1999	\$24.96
November 1, 1999	\$25.60
May 1, 2000	\$26.37
November 1, 2000	\$26.82

9.107 Class III Warehouseman:

May 1, 1999	\$24.35
November 1, 1999	\$24.99
May 1, 2000	\$25.76
November 1, 2000	\$26.21

9.108 Class IV Warehouseman:

May 1, 1999	\$21.18
November 1, 1999	\$21.82
May 1, 2000	\$22.59

November 1, 2000 \$23.04

9.200 When a Helper 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 fuelling idle unmanned equipment shall be provided with a Helper.

9.300 Fuel, Water and Mixed Truck Drivers shall be supplied adequate gloves at no cost to the Employee. When required, due to inclement weather or site conditions, rain wear and rubber boots will be made available to the Employees.

9.400 A General Foreman, when required, shall negotiate his rate of pay.

A Foreman, when required, shall be paid effective July 28, 1997, one dollar and seventy-five cents (\$1.75) above the highest paid equipment operator under his supervision.

A Working Foreman, when required, shall be paid effective July 28, 1997, one dollar and twenty-five cents (\$1.25) above the highest paid equipment operator under his supervision.

A Class I Working Foreman, when required, shall be paid effective July 28, 1997, one dollar and seventy-five cents (\$1.75) above the Specialized Warehouseman rate.

A Class I General Foreman, when required, shall negotiate his rate of pay.

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 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.

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.

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 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 a 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, effective June

10, 1991, shall be \$2.00 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, effective November 1, 1990, shall be \$2.50 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 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 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 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.

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 thirty-four cents (34¢) per kilometer travelled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

eg. 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 @ 34¢ per km = \$27.20

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.

- 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 beyond the control of the employees, the employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.
- 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 thirty-four cents (34¢) per kilometer travelled 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 travelled at the rate of time and one-half (1½) the normal rate. If still travelling the following day, the employee shall be paid the normal rate for time travelled during the regular working day only.
- 13.108 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 - \$60.00 each way.
- (ii) 201 kilometers to 300 kilometers - \$90.00 each way.
- (iii) 301 kilometers to 375 kilometers - \$110.00 each way.
- (iv) over 375 kilometers to 475 kilometers \$165.00 each way, 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 \$250.00 each way 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.

13.202                    Employees will qualify for and receive transportation allowance to the job site after being employed at the site for fifteen (15) calendar days, and if the employee remains on the job until completion of thirty (30) calendar days, or until the job is completed, or until the employee is laid off, whichever occurs first, he shall be entitled to return transportation allowance.

Transportation allowance shall be paid on the first pay in respect to employment at the site, and deducted from final cheque if the employee does not qualify.

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:

- i. Pay an allowance of one hundred and twenty-five dollars (\$125.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

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

- ii. Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

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:

- i. 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 twenty-five dollars (\$225.00) where airline service is not available, after thirty-five (35) calendar days of employment on the job, and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
- ii. Allow employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.

13.303 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.

13.400 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 twenty-seven dollars (\$27.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of thirteen dollars and fifty cents (\$13.50) will be paid for each day worked.

13.403 Where a Camp Kitchen is established, a Local Resident employee shall be entitled to a noon meal provided without cost to himself.

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.

13.500 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.

Effective February 1, 1998 the following subsistence rates will be applicable:

The subsistence rate for the entire Province with the exception of those areas noted would be \$75.00 per day from February 1, 1998 through to April 30, 1999. There shall be no requests for review of subsistence rates for any location in Alberta through to April 30, 1999. The subsistence rate for the following areas would be as follows for the same dates:

Hinton \$85.00 per day June, July, August, and September, \$75.00 all other months.

Fort McMurray \$90.00 per day.

Peace River, Grande Prairie \$85.00 per day.

Grand Cache, Cold Lake area \$80.00 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.

Effective February 1, 1998 the following subsistence rates will be applicable:

The subsistence rate for the entire Province with the exception of those areas noted would be \$75.00 per day from February 1, 1998 through to April 30, 1999. There shall be no requests for review of subsistence rates for any location in Alberta through to April 30, 1999. The subsistence rate for the following areas would be as follows for the same dates:

Hinton \$85.00 per day June, July, August, and September, \$75.00 all other months.

Fort McMurray \$90.00 per day.

Peace River, Grande Prairie \$85.00 per day.

Grand Cache, Cold Lake area \$80.00 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, 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 1999-2008 Camp Rules and Regulations.
- iii. All grievances concerning a camp will be resolved through the Grievance Procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.

**ARTICLE 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.
- 14.300 Two (2) breaks will be permitted each day during each regularly scheduled shift. One (1) shall be approximately the mid-point of the first half of the shift, and the other shall be at approximately the mid-point of the second half of the shift.

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 15.000 PAY DAY**

15.100 The regular pay day shall be once a week on such days as agreed upon between Employer and the Local Union and wages shall be paid before quitting time. The Employer may withhold, where necessary, a reasonable amount of wages due, to enable them to prepare the payroll. All cheques will be negotiable at par.

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.

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 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 May 1, 1998 one dollar and fifty-five cents (\$1.55), and effective May 1, 2000 one dollar and sixty-five cents (\$1.65) per hour for which wages are payable hereunder to General Teamsters, Local 362, Health and Welfare Plan.

16.200 Pension Plan

16.201 The Employer shall contribute effective May 1, 1999 two dollars (\$2.00), and effective May 1, 2000 two dollars and forty cents (\$2.40) per hour for each hour for which wages are payable hereunder to General Teamsters, Local 362, Pension Plan.

16.300 Training Fund

16.301 The Employer shall pay, effective July 28, 1997, twenty-five cents (\$0.25), and effective May 1, 2000 thirty cents (\$0.30) 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 Association Fund

16.401 The Employer shall contribute, effective May 1, 1999, an amount of five cents (\$0.05) 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 (15th) day of each month, mail the Association Fund contributions for the previous month in accordance with the forms provided by the Union.

16.402 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.

16.500 Alberta Building Trades Council Check-off

- 16.501 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.
- 16.502 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.
- 16.600 Contributions
- 16.601 Contributions and remittances referred to in Clauses 16.100, 16.200, 16.300, 16.400 and 16.500 shall be remitted monthly by the fifteenth (15th) 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.
- 16.602 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:
- 16.603 The Union will advise the Employer, in writing, of any delinquency.
- 16.604 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.

- 16.605 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.
- 16.606 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.
- 16.700 Working Dues
- 16.701 Effective May 1, 1999 twenty-four cents (\$0.24) and effective May 1, 2000 twenty-six (\$0.26) per hour 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 (15th) day of each month following the month in which deductions were made.
- 16.702 Remittances shall be made in accordance with the forms provided by the Union.
- 16.703 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.
- 16.704 The Employer shall be given sixty (60) days notice in writing of the change in the amount of deductions to be made.

**ARTICLE 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 18.000 TERM OF AGREEMENT**

18.101 This Agreement shall be in full force effective May 1, 1999 and continue to be in effect until April 30, 2001, 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     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 10th day of March, 1999, in the City of Calgary in the Province of Alberta.

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

BY THE UNION  
GENERAL TEAMSTERS  
LOCAL UNION NO. 362  
ALBERTA

\_\_\_\_\_  
G. E. Brooks  
Committee Member

\_\_\_\_\_  
R. A. Finley

\_\_\_\_\_  
H. Tackaberry  
Committee Member

\_\_\_\_\_  
T. Burton  
Committee Member

# **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 May 1, 1999 to April 30, 2001 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, 2001, 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 May 1, 1999 to April 30, 2001 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 10<sup>th</sup> day of March, 1999, in the city of Calgary, in the province of Alberta.

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

BY THE UNION  
GENERAL TEAMSTERS  
LOCAL UNION NO. 362  
ALBERTA

---

G. E. Brooks  
Committee Member

---

Roy A. Finley

---

H. Tackaberry  
Committee Member

---

T. Burton  
Committee Member

# **Letter of Understanding**

**Re: General Teamsters Collective Agreement  
For The General Construction Sector  
May 1, 1999 to April 30, 2001**

for and between

**Industrial Contractors Association of Alberta**

and

**General Teamsters Local No. 362**

affiliated with

**The International Brotherhood of Teamsters**

---

This Letter of Understanding will confirm that the undersigned parties agree that:

Both parties to the Agreement acknowledge the importance of apprenticeship to the General Construction Sector and the economy in general.

Both parties to the Agreement acknowledge their obligation to promote apprenticeship and to provide, where appropriate and practical, opportunities for employment of apprentices.

As such, both parties commit to support apprenticeship through support for R.A.P. (Registered Apprenticeship Program), Careers: The Next Generation, as well as other initiatives which embody the advancement of apprenticeship.

Signed this 10th day of March, 1999 in the City of Calgary in the Province of Alberta.

By the Negotiating Committee

**For the Employers of the  
Industrial Contractors Association  
of Alberta**

---

G.E. Brooks  
Committee Member

---

T.T.R. Burton  
Committee Member

---

H. Tackaberry  
Committee Member

By the Union

**General Teamsters  
Local Union No. 362  
of Alberta**

---

R.A. Finley  
Secretary-Treasurer

---

Business Agent

# **Letter of Understanding**

**Re: General Teamsters Collective Agreement  
For The General Construction Sector  
May 1, 1999 to April 30, 2001**

for and between

**Industrial Contractors Association of Alberta**

and

**General Teamsters Local No. 362**

affiliated with

**The International Brotherhood of Teamsters**

---

---

This Letter of Understanding will confirm that the undersigned parties agree that:

Both parties to the Agreement acknowledge the devastating affect of drugs and alcohol on the workforce.

Both parties to the Agreement acknowledge the value of intervention and assistance to those members who are suffering from alcohol and/or drug problems.

As such, both parties acknowledge the Alberta Building Trades "Substance Abuse Policy" and commit to promote this policy and its principles in the workplace.

Signed this 10th day of March, 1999 in the City of Calgary in the Province of Alberta.

By the Negotiating Committee

**For the Employers of the  
Industrial Contractors Association  
of Alberta**

---

G.E. Brooks  
Committee Member

---

T.T.R. Burton  
Committee Member

---

H. Tackaberry  
Committee Member

By the Union

**General Teamsters  
Local Union No. 362  
of Alberta**

---

R.A Finley  
Secretary-Treasurer

---

Business Agent

# **Letter of Understanding**

**Re: General Teamsters Collective Agreement  
For The General Construction Sector  
May 1, 1999 to April 30, 2001**

for and between

**Industrial Contractors Association of Alberta**

and

**General Teamsters Local No. 362**

affiliated with

**The International Brotherhood of Teamsters**

---

---

This Letter of Understanding will confirm that the undersigned parties agree that:

Both parties to the Agreement recognize the influence and impact of front line supervision on execution of the work.

Both parties recognize that it is in their mutual interest to provide education and training to supervisors in order that they may perform their duties in the most effective manner.

Therefore, both parties commit to support the "Better Supervision" program and to provision of funding for employer endorsed candidates to the program.

Signed this 10<sup>th</sup> day of March, 1999 in the City of Calgary in the Province of Alberta.

By the Negotiating Committee

By the Union

**For the Employers of the  
Industrial Contractors Association  
of Alberta**

**General Teamsters  
Local Union No. 362  
of Alberta**

---

G.E. Brooks  
Committee Member

---

R.A Finley  
Secretary-Treasurer

---

T.T.R. Burton  
Committee Member

---

Business Agent

---

H. Tackaberry  
Committee Member

