



**APPENDIX "A" ALBERTA
AND NORTHWEST TERRITORIES
AND DISTRICT OF MACKENZIE**

ARTICLES OF AGREEMENT

by and between

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
(A.F.L.-C.I.O.-C.L.C.)**

(hereinafter referred to as the "Union")

and

THE BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA

**(on behalf of each of its member companies
hereinafter referred to as the "Employer")**

Governing Wages and Working Conditions on all Field Construction Work

The Master Portion and Memorandum of Agreement forms part of this Agreement

APPENDIX "A" :
ALBERTA AND NORTHWEST TERRITORIES
AND DIST. OF MACKENZIE

WAGE AND BENEFIT SCHEDULE (\$)

Boilermakers, Welders, Blacksmiths, Fitters, Riggers, General Foreman,
Foreman, Assistant Foreman, Journeyman, Apprentice, Helper

EFFECTIVE DATE DATE	August 12/ 2007	May 4/ 2008*	May 3/ 2009*	May 2/ 2010*
GENERAL FOREMAN	43.97	46.03	49.01	51.31
FOREMAN	41.97	44.03	47.01	49.31
ASS'T FOREMAN	39.62	41.68	44.66	46.96
JOURNEYMAN RATE	36.47	38.53	41.51	43.81
3RD YR. APP RENTICE	32.82	34.68	37.36	39.43
2ND YR. APPRENTICE	27.35	28.90	31.14	32.86
1ST YR. APPRENTICE	21.88	23.12	24.91	26.29
HELPER	27.35	28.90	31.14	32.86
VACATION PAY	6%	6%	6%	6%
STAT. HOLIDAY PAY	4%	4%	4%	4%
HEALTH & WELFARE	2.25	2.25	2.25	2.25
PENSION	5.00	5.00	5.00	5.00
UNION PROMOTION	.15	.15	.15	.15
EDUCATIONAL TRAINING	.50	.50	.50	.50
APPRENTICESHIP	.10	.10	.10	.10
NATIONAL TRAINING	.46	.46	.46	.46
CEFAP	.025	.025	.025	.025
AUDIOMETRIC TESTING	.03	.03	.03	.03
ADMINISTRATION	.12	.12	.12	.12
HOURS OF WORK	(See Article 14:00)			
SHIFT OPERATIONS				
TWO SHIFT OPERATION				
2ND SHIFT:	3.00	3.00	3.00	3.00
3RD SHIFT:	3.00	3.00	3.00	3.00
OVERTIME	(See Article 16:01)			
TRANSPORTATION RATE	0.47	0.47	0.47	0.47
SUBSISTENCE	(See Article 20:01) As per approved provincial rates			

*Rates are subject to an additional annual adjustment. See page A15 for further details.

ARTICLE 1:00 - PURPOSE

1:01

The parties agree that the Memorandum of Agreement dated August 27, 2007 forms a part of this Agreement.

3:07 Local Residents:

In execution of certain projects, local residents may be given priority of employment provided such resident meets the following criteria:

A local resident is defined as a local Union member who has resided within seventy-five (75) radius kilometers from the project for at least six (6) months immediately preceding date of hire. An employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof acceptable to the Employer.

Where an Owner/Client places local content conditions on multi trade projects, the Parties to this agreement will co-operate in working towards meeting the overall percentage local content requirements in conjunction with Articles 3:05, 3:08 and 4:03 (ii).

The parties agree that a Marketing Committee will be established which amongst other things 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.

3:08

(d) In addition to the requirements set out in the master portion of this agreement, the Employer shall provide the Union with a list of names of all transferred employees, prior to transfer.

ARTICLE 7:00 - WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

7:07

The parties agree that the Canadian Model for Providing a Safe Workplace - Alcohol and Drug Guidelines and Work Rule will apply on all work sites.

ARTICLE 14:00 - HOURS OF WORK

14:01

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18:00. Eight (8) hours shall constitute a normal day's work. The normal hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m. for an eight (8) hour day, with one-half (1/2) or one (1) hour for lunch between the hour of 12:00 noon and 1:00 p.m. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour shall be agreed mutually between the Employer and the Business Manager. The one (1) hour variance is conditional upon the Employer giving the Union and the affected employees appropriate advance notice.

A variance in start/quit times shall be applied consistently on the job site and in no circumstances shall split shifts be created unless mutually agreed to between the Parties. If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of the times.

14:02 Compressed Work Week

- (a) The work days may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Business Manager and the Employer.
- (c) Friday may be used as a make-up day under the four (4) day, ten (10) hours per day schedule when weather conditions have caused lost time during the work week. Work performed on a make-up day for the first ten (10) hours shall be at the straight time hourly rate up to a maximum of forty (40) hours per week after which the applicable Saturday overtime provisions shall apply. In no case shall the time worked on a make-up day be less than eight (8) hours except where weather conditions affect the foregoing.

The make-up day shall only apply to those employers engaged in the erection, dismantling, repair or demolition of a tank(s).

Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate.

Work performed on Saturday, Sunday or recognized holidays shall be paid at double (2) the regular hourly rate.

A minimum of forty (40) hours is required to implement the compressed work week schedule. Where a multi trade project is scheduled under the four (4) ten (10) hour shift scenario (Monday - Thursday) and a contractor secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

14:03

Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade on the job.

14:04

An employee shall not be required to work during his regular lunch break except in emergency or special circumstances, in which case, he will receive a re-assigned one-half (1/2) hour lunch break. If this break falls outside the regular lunch break established on the job, he shall receive an additional allowance of one-half (1/2) hour's pay at straight time rates which shall be in addition to his regular straight time hours.

14:05

Two (2) rest or coffee breaks of ten (10) minutes each shall be established by the Employer on each eight (8) hour shift. If overtime is to follow the regular eight (8) hour work shift, a further ten (10) minute rest or coffee break shall be established before

commencing overtime. At the sole discretion of the Employer, where a scheduled ten (10) hour work day is established, the rest or coffee breaks may be either three (3) breaks of ten (10) minutes each, (described above) or two (2) breaks of fifteen (15) minutes each.

ARTICLE 15:00 - SHIFT WORK

15:01

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning. Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement, are met.

15:02

For the purpose of defining the shifts, the 1st shift shall be the day shift, which commences at 8:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The 2nd shift shall be the afternoon shift and shall follow the 1st shift. The 3rd shift shall be the night shift and shall follow the 2nd shift. 2nd and 3rd shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

15:03

When two (2) or three (3) shifts are scheduled, each shift shall provide for a one-half (1/2) hour unpaid meal period. A shift premium, as set out in the Wage and Benefit Schedule at the beginning of this appendix, shall apply on all hours worked on the second and third shift.

15:04

Employees assigned from one shift to another shall receive at least twenty-four (24) hours notice prior to such reassignment. In no case shall an employee suffer loss of regular weekly earnings due to a shift change.

15:05

When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

ARTICLE 16:00 - OVERTIME

16:01

- (a) 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 (1 1/2) the regular rate for the first two (2) hours. All additional hours shall be paid at double (2) the regular hourly rate.
- (b) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at double (2) the regular hourly rate.
- (c) All other overtime shall be paid at double (2) the regular hourly rate.

- (d) For the purpose of computing overtime pay, when a compressed work week is scheduled and Friday is worked, except in the case of make up time, the first ten (10) hours shall be paid at time and one half (1 1/2) 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.
- (e) Two or Three Shift Operations:
Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

16:02

- (a) When an employee works more than ten (10) hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the straight time rate of pay. At his option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the ten (10) hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager or his Designate and the Employer prior to the commencement of the job.

On unscheduled overtime, where the employee works through the overtime meal break and it is impractical to adhere to the foregoing, a meal allowance of \$20.00 plus one-half (1/2) hour of straight time wages will be paid in lieu of the meal and meal break. The employee shall also receive a paid coffee or rest break (15 minutes) at the applicable rate. When a camp is provided, employees shall not receive the \$20.00 meal allowance, but a meal (hot when possible) will be supplied in camp at the end of the shift.

Where a supervisor is required to

- (i) start up to one (1) hour earlier, or
 - (ii) finish up to one (1) hour later, or
 - (iii) start up to one half (1/2) hour earlier and finish up to one half (1/2) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 16.02(a) & (b) will not apply unless those provisions are applicable to the rest of the crew or the supervisor works more than two (2) hours beyond the end of their scheduled shift.
- (b) Recognizing emergency situations will arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a hot meal.

ARTICLE 18:00 - WAITING AND REPORTING TIME

18:01

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, he shall be entitled to four (4) hours' pay, plus subsistence if applicable, for each of the first two regular working days he is kept waiting. Thereafter the waiting pay shall be increased to a full day's pay [i.e. eight (8) hours] for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 19:01(c)(v) shall govern.

18:02

(a) Inclement Weather

When an employee reports to work and cannot work because of inclement weather he shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, he shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.

(b) Work Not Available

When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, he shall be paid two (2) hours reporting time and allowed to leave the job immediately.

(c) When an employee has started to work on his regular shift and is instructed to stop, he shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.

(d) If an employee stops work for reasons of his own, and without the approval of the Employer, he shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

(e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

18:03

An employee who is affected by the Conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

18:04

When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.

18:05

When an employee is notified eight (8) hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. On camp jobs, the notice time may be reduced to one (1) hour prior to

starting time. If this occurs more than twice in any one week, Monday through Friday, and including scheduled weekend work, then the employee shall, at his option, be entitled to a layoff.

18:06

When an employee is unable to report for work due to a strike or work stoppage on the project where he is employed, such employee will not be entitled to any reporting time, travel allowance and vehicle allowance.

18:07

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for him to continue work, he shall be paid those amounts as compensation as prescribed in the Workers' Compensation Act and shall also receive any other applicable daily allowances. If it is not a lost time accident covered by Workers' Compensation, he shall also be paid for the remaining unworked normal daily hours for that day [i.e. eight (8) hours, or in case of compressed work day ten (10) hours] at the applicable rate.

ARTICLE 19:00 - TRAVELLING EXPENSES

19:01

- (a) **Free Zone:** A forty-five (45) kilometer radius free zone around the City Halls of Edmonton, Calgary and any place in which Employees are temporarily domiciled by the Employer shall be established. No transportation or travel allowance shall be applicable within the free zone.

Notwithstanding the foregoing, 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 expected that the total construction workforce will exceed 750, the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site.

- (b) For projects beyond the forty-five (45) kilometer radius free zone for which daily travel is required, the Employer will have the following options:
- To provide transportation and pay a travel allowance, or
 - Reimburse the Employee, as a vehicle allowance, at a transportation rate as set out in the Wage and Benefit Schedule, per road 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 kilometers per hour at the Employee's applicable base rate, from the point where the edge of the 45 kilometer 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 travelling to a project located 40 road kilometers from the edge of the free zone at 80 kilometers per hour each way would receive the following for each day worked.

Travel Allowance = 2 x 40 km / 80 km/hr.
 = 1 hour at base rate
 = \$36.47 (i.e. August 12/2007 rate)
 Vehicle Allowance = 2 x 40 km X transportation rate
 (Assume transportation rate = 47 cents/km)
 = \$37.60
 Total: Where Employee drives = \$74.07
 Total: Where Employer provides transportation = \$36.47

The Coordinating Committee of Registered Employer Bargaining Agents (Committee) and the Alberta Building Trades (Council) shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The 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 Committee and the Council.

- (c) (i) Employees directed or dispatched to a project from which they do not return daily shall be paid a travel allowance for initial travel and transportation to the project and return, upon termination of the job or his employment, based upon a radius from Edmonton City Hall as follows:
- Up to 200 kilometers:
 - \$77.00 each way effective August 12, 2007
 - \$84.00 each way effective May 4, 2009
 - Over 200 kilometers to 300 kilometers:
 - \$110.00 each way effective August 12, 2007
 - \$120.00 each way effective May 4, 2009
 - Over 300 kilometers to 375 kilometers:
 - (Includes the Empress Area)
 - \$132.00 each way effective August 12, 2007
 - \$144.00 each way effective May 4, 2009
 - Over 375 kilometers to 475 kilometers:
 - \$198.00 each way effective August 12, 2007
 - \$216.00 each way effective May 4, 2009
 or actual airfare if suitable proof of air transport is provided to the Employer. If a taxi is utilized, a receipt is required.
 - Over 475 kilometers – as mutually agreed between the parties to this Agreement to a maximum of \$303.00 effective August 12, 2007, (\$330.00 effective May 4, 2009) each way, or airfare inclusive of taxes in the event this is the most practical method of accessing the project. If a taxi is utilized, a receipt is required.

Notwithstanding the above, when transportation is provided by the Employer, no travel allowance will be paid.

- (i.1) When transportation is provided by means of weekly supplied transportation, an employee at the time of dispatch, will be allowed to elect to use the supplied transportation or receive collective agreement initial / return / rotational allowances. Buses must comply with established standards.

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

If an employee who elects collective agreement initial / return / rotation allowances 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 behaviour and the use of, e.g. alcohol, tobacco, and other substances.

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

- (ii) 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 after thirty (30) calendar days or with his final pay cheque, whichever is the earliest.

If the employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply (e.g. the Fort McMurray region, the Cold Lake region, etc.), that

employee will be paid any outstanding transportation allowance(s) with their next regular pay. If the employee is transferred to a different work site that is within the same geographical region to which the transportation allowance was to apply, the employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational allowances where applicable. Should an employee choose not to accept a transfer, he shall be paid all applicable travel allowances and be considered to be laid off.

- (d) Local residents, as defined in Article 3:07, residing within a forty-five (45) km radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board, subsistence, camp accommodations or rotational leave provisions.

Local residents, as defined in Article 3:07, residing between a forty-five (45) kilometer radius and a seventy-five (75) kilometer radius of the job site shall not be entitled to receive initial and return travel allowance, room and board, or subsistence, or camp accommodations or rotational leave provisions, but shall be paid a travel allowance of thirty dollars (\$30.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of fifteen dollars (\$15.00) will be paid for each day worked.

- (e) When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the employees shall be paid for all such time, providing the delay is in excess of 15 minutes, beyond the scheduled arrival time, up to a limit of two (2) hours at the applicable straight time rate.
- (f) Reference should be made to Article 20:01(d) regarding lodging only for Calgary non-resident Employees.

19:02

- (i) On a project located over one hundred and sixty (160) radius kilometers from Edmonton City Hall one (1) additional day's subsistence shall be paid for the preceding day.
- (ii) If the project is located over two hundred and fifty (250) radius kilometers from Edmonton City Hall, one (1) additional day's subsistence shall be paid for the night following the last day worked.
- (iii) In each of the foregoing situations to receive the additional subsistence the employee must provide the Employer with a bona fide commercial accommodation receipt.

- (iv) Where the Employer or his client is providing a free bus trip back to the City on the same day as the last shift of the week, the foregoing (ii) shall not be applicable.

19:03

If his employment is terminated for just cause, or the employee leaves of his own accord before having qualified for travelling expenses to and/or from the job, he shall not be entitled to receive the cost of such travel expenses.

19:04

After qualifying for return transportation, if the employee voluntarily terminates his employment he will not be entitled to qualify for transportation for any subsequent trips to that job unless at least fifteen (15) working days have expired between his terminating and his return, except in special cases satisfactory to the Union and the Employer.

19:05 Rotation Allowances

- (a) On jobs located beyond three hundred (300) kilometers radius to a maximum of four hundred and seventy-five (475) kilometer radius from Edmonton City Hall, the Employer shall:

- (i) Pay an allowance of: \$154.00 effective August 12, 2007
\$168.00 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 Employee accepts Employer supplied transportation, he shall not be entitled to the above allowance.

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

- (b) On jobs located beyond a four hundred and seventy-five (475) kilometer radius from Edmonton City Hall, the Employer shall:

- (i) Provide a negotiated transportation allowance, not to exceed scheduled airline airfare where scheduled air service is available, or pay an allowance of:

\$275.00 effective August 12, 2007

\$300.00 effective May 4, 2009

where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

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

- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than twenty-five percent (25%) of the work force shall be on such home leave.
- (d) Where the employer supplies transportation, the employee shall not be entitled to the above allowances, subject to the provisions of 19:01(c)(i), save and except that the employee shall remain eligible for rotational leave as per 19:05(a)(ii), 19:05(b)(ii) and 19:05(c).

19:06

An employee shall have the right to refuse a transfer from one job to another, if he has worked until the completion of the job to which he was originally assigned.

ARTICLE 20:00 - SUBSISTENCE ALLOWANCE / ACCOMMODATION

20:01

Employees who are members of the Local Lodge and who are working on projects in that Lodge area shall receive a subsistence allowance under the following circumstances:

- (a)
 - (i) For projects beyond where daily travel applies up to a radius of 475 kilometers from the City Hall of Edmonton, as may be appropriate, the Employer may elect to provide:
 - Camp accommodations (in accordance with the current camp rules and regulations, or any successor standards) which remain available on weekends for those who elect to remain in camp; or
 - Mutually agreed room and board; or
 - Industry agreed subsistence allowance and amendments with the understanding that amendments shall not affect existing projects unless the amended subsistence is given to other crafts.
 - (ii) For projects beyond 475 kilometer radius of the City Hall of Edmonton, the Employer has the same elections as 20:01(a)(i), but on the basis of seven (7) days per week.
- (b) The Employer elected subsistence allowance or room and board will be maintained for any Statutory Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.
- (c) Local residents, as defined in Article 3:07, shall not be entitled to subsistence allowance, camp accommodation, nor room and board. Where a camp kitchen is established and where all workers, generally, on a project who are not local residents attend at the camp kitchen to eat their lunches, a local resident employee shall be provided the same mid shift meal arrangements without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is provided on the job site, local residents shall also be entitled to receive hot soup.

- (d) Although the City of Calgary is a free zone (except for local residents), the Employer and the Business Manager shall establish a mutually agreed fixed lodging allowance.
- (e) The Business Manager of the Union may request the Union nominee of the National Maintenance Council issue a formal written request for a subsistence review.

Alternatively the employer may request the employer nominee of the National Maintenance Council issue a formal written request for a subsistence review.

20:02

For employees supplied or obtained from other sources, entitlement to subsistence allowance / accommodation shall be as follows:

- (a) When a travel card member has deposited his card in another Lodge area, and has solicited work from that Lodge list or an out-of-work list, he shall be considered to be a resident of that List area and shall be entitled to subsistence allowance / accommodation benefits on the same basis.
- (b) In other cases, where the Union supplies men from other Local Lodges, without Employer consultation and agreement to the employees proposed, the Employer shall not be obliged to pay subsistence / accommodation.
- (c) Where the Employer obtains or supplies men from other sources, or agrees to the Union's assistance in doing so, the Employer shall determine whether subsistence / accommodation is to be paid; provided however that subsistence / accommodation shall not be paid to any such employee unless he is required to maintain temporary living quarters away from his permanent residence.

20:03

The amount of the Subsistence Allowance and the effective dates of changes are set out in the Wage and Benefit Schedule at the beginning of this Appendix. It is understood that the subsistence allowance is a 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.

20:04

Subsistence allowance shall not apply where employees can be accommodated at a camp, arranged for by the Employer, in which case the Employer shall pay the cost of the accommodation provided.

There shall be no charge to employees for use of washers and dryers provided on camp jobs.

20:05

Subject to Articles 20:01 and 20:02, except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Recognized Holiday.

Subject to Articles 20:01 and 20:02, an employee shall forfeit subsistence allowance for absenteeism on any working days. When an employee is absent on the working day immediately preceding or following bad weather days or Recognized Holiday, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Recognized Holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee is absent on Monday when work is available, he shall forfeit subsistence allowance for Sunday and for Monday.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day or on Friday and/or Monday, as outlined above, is due to a bona fide illness or absence is due to compassionate grounds satisfactory to the Employer and the Union.

Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.

20:06

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, the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move. Transportation will be supplied if required.

ARTICLE 32:03

The current Master Portion complete with subsequent amendments and Appendix "A" shall remain in full force and effect until June 30, 2010, and from year to year thereafter unless either party shall, at least 90 days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes in this Agreement.

Article 32:05, as set out in the Master Portion, applies to the negotiations of Appendix "A".

Article 35:00 – Enabling Clause**35:01**

Special project needs will be addressed by the Parties, in concert with other stakeholders, in accordance with the process established by the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.

***NOTE: GROSS JOURNEYMAN RATE 2008, 2009 AND 2010 WAGE ADJUSTMENT:**

During the 2007 round of bargaining the parties agreed to minimum % wage increases for May 4, 2008, May 3, 2009 and May 2, 2010. The minimum % wage increases are reflected in the Appendix "A" Wage and Benefit Schedule.

Appendix "A" Wage and Benefit Schedule will be adjusted accordingly should it be determined that the agreed wage increase formula below results in an increase to the minimum % wage increases reflected in Appendix "A" Wage and Benefit Schedule.

All increases if applicable will be based on gross Journeyman rates. Foreman and General Foreman rates will be amended to reflect the differentials. Apprentice rates will be amended to reflect the previous percentages of the journeyman rate.

Effective on May 04, 2008 increase the gross rate by either **5%** of the gross rate at expiry of the 2003 to 2007 Collective Agreement (5% currently included in Appendix "A" Wage and Benefit Schedule) **or by a percentage equivalent to the "CPI Alberta Rate" increase for the year 2007 plus 1% calculated on the gross rate at expiry of the 2003 – 2007 Collective Agreement, whichever amount is greater.**

Effective on May 03, 2009 increase the gross rate by either **6.5%** of the gross rate at May 4/08 (6.5% currently included in Appendix "A" Wage and Benefit Schedule) **or by a percentage equivalent to the "CPI Alberta Rate" increase for the year 2008 plus 1% calculated on the gross rate at May 4/08, whichever amount is greater.**

Effective on May 02, 2010 Increase the gross rate by either **5%** of the gross rate at May 4/08 (5% currently included in Appendix "A" Wage and Benefit Schedule) **or by a percentage equivalent to the "CPI Alberta Rate" increase for the year 2009 plus 1% calculated on the gross rate at May 4/08, whichever amount is greater.**

Where the "CPI Alberta Rate" increase for a particular year is used in this article, it shall mean the rate of change between the Consumer Price Index published for December of the year immediately prior to the effective date of the wage adjustment, and that for December of the year before that. The indices referenced shall be those published by Statistics Canada on the web page "Consumer Price Index (monthly) (Alberta)" (e.g. <http://www40.statcan.ca/l01/cst01/cpis01j.htm>) "All Items" index.