

Memorandum of Agreement

Between

**Construction Labour Relations - an Alberta Association
Mechanical (Provincial) Trade Division
Pursuant To Registration Certificate No. 27**

(hereinafter referred to as the "Employer")

And

**United Association of Journeymen and Apprentices of the Plumbing
& Pipe Fitting Industry of the United States and Canada**

**Local Union 488 Edmonton, Alberta
Local Union 496 Calgary, Alberta**

(hereinafter referred to as the "Union")

The above-named Parties have agreed that the following shall constitute a resolution of all matters discussed and finalized on October 4th, 2022 and contained herein as agreed to in collective bargaining. Errors or omissions excepted; the changes contained in this Memorandum of Agreement shall be incorporated into the renewal Collective Agreement between the Parties. Clauses not contained in the Memorandum of Agreement will be unchanged from the previous Collective Agreement except for such numbering changes as required amendments and any mutually agreed "housekeeping" changes.

This Collective Agreement is to be effective the second Sunday following ratification by the Parties. The Parties each agree to recommend acceptance by ratification of the changes as contained in this document to their respective membership.

(Date)

On behalf of the Mechanical Trade Division

On behalf of Local 488

On behalf of the Mechanical Trade Division
(Please Print Name)

On behalf of Local 496
(Please Print Name)

ARTICLE SEVEN - HIRING

7.07 (b) New Language to be added: Online orientation

If an Employer requires an employee to complete an employer online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay allowance for completing the course equal to the time estimated, to a maximum of four (4) hours, multiplied by the employee's base rate only and payable with the first pay period following the start of work. Payment for online orientation will not attract VSP or any benefit contributions.

ARTICLE EIGHT - WAGES, BENEFITS & MONETARY CONDITIONS

8.02 Wage & Benefit Determination

3. Wage Schedules

Current Language:

~~(a) — *The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom. The final determination of the wage schedules shall be issued no later than the 7th day of March or September, for the May and November adjustments, respectively.*~~

To be updated by parties: Wage Schedules

- (a) All wages and benefits shall be paid as per the attached wage and benefit schedules. Wage schedules will provide for an increase of 7.5% of the gross rate, which will be applied on the second Sunday following ratification. There will be an additional 4.6% increase of the gross rate effective May 7, 2023, and an additional 3.6% increase of the gross rate effective May 5, 2024. Increases will be applied to the Journeyman rate and apprentices' rates will be prorated as per the established % of the Journeyman rate.
- (b) Commercial – increase of 5% of the gross rate effective 2 weeks following ratification, increase of 4% of the gross rate effective May 7, 2023, and increase of 3% of the gross rate effective May 5, 2024.
- **Industrial/Instrumentation Mech 488 – Starting rate \$60.70**
 - **Industrial/Instrumentation Mech 496 – Starting rate \$60.70**
 - **Commercial 488 – Starting rate \$50.75**
 - **Commercial 496 – Starting rate \$49.56**

New Language: Benefit contributions

(c) *Benefit contribution amounts will be mutually agreed between the parties and any changes to contribution levels will be set 60 days prior to the effective date of any changes. Upon ratification and in the first year of the agreement, the union will determine how to allocate contribution amounts. In the following years of the agreement, contributions will be mutually agreed upon by the parties.*

ARTICLE TEN - PENSION TRUST FUND(S)

10.01 (a) The Employer shall contribute to the account named by the Trustees of the Pension Trust Fund, the amounts shown in Clause 8.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 8.11 of this Agreement. Contributions will be made on the basis of full or half (½) hours.

These contributions shall be in addition to any Compulsory Government Pension Plans.

New Language: Pensioners

(b) *Any worker over the age of 71 may no longer contribute to a pension plan. Therefore, upon confirmation of the worker being 71 years old or older their pension contribution will be transferred to the Base Rate and VSP.*

Pension contributions shall not be payable in respect of a Member on or after November 30th of the calendar year in which the Member attains the age of seventy-one (71) years or such other maximum age prescribed under Canada's Income Tax Act. Such monies that would have otherwise been payable on behalf of the Member as pension contributions shall be paid directly to the Member as a separate hourly payment exclusive of other wage-related earnings. (For clarity purposes, the payment is equal to the number of hours worked, multiplied by the pension contribution otherwise payable).

ARTICLE THIRTEEN - CUSTOMER WELDING TESTS

Amended Language:

13.06 A welder (Journeyman or Apprentice) who is required by the Employer or the Employer's client to perform on any Gas Tungsten Arc Welding (GTAW) test or Gas Metal Arc Welding (GMAW) test or Flux-Core Arc Welding (FCAW) test for pressure welding will be paid a testing fee of ~~one hundred and fifty (\$150.00) dollars effective May 1, 2011~~ and one hundred and seventy-five (\$175.00) dollars effective May 1, 2013 providing they meet the following criteria:

- (a) The welder must successfully pass the relevant test.
- (b) The welder remains on the project a minimum of thirty (30) days or until lay off, which-ever occurs first
- (c) The welder cannot refuse to utilize the tested procedure while employed on the project.

Providing these criteria are met, the welder incentive test fee will be paid after thirty days of employment or upon lay off, whichever occurs first.

New Language to be added to 13.06: Alloy Welder Premium

- (d) *For the purpose of this agreement, Alloy welding shall be defined as any welding done on material other than ASME P-1 regardless of process.*
1. *Welders with a valid alloy welding certificate will be paid an additional premium of \$2.50 per hour worked if certification was a requirement for dispatch.*
 2. *If a welder on site who was not dispatched as an alloy welder, but has the certification, or is requested to be certified by the employer and is requested to perform alloy welding, the worker will be re-classified as an alloy welder and paid the alloy welder premium for all hours worked during the applicable work cycle.*
 3. *The work cycle will be defined as the scheduled hours of work and days off per rotation (i.e., for 7-day work cycle, 5 workdays and 2 days off or 4 workdays and 3 days off).*
 4. *The worker may only be reclassified to a maximum of 2 times in a calendar year, if the worker is reclassified a 3rd time within the calendar year the worker is entitled to the premium for all hours worked from the date of the employee being reclassified a 3rd time, until the worker is laid off or terminated.*

ARTICLE FOURTEEN - RECOGNIZED HOLIDAYS AND VACATION WITH PAY

14.01 All work performed on the following recognized holidays, and any general holiday declared by the level of government with jurisdiction, either the Federal or Provincial, shall be paid for at the rate of double time, plus any applicable shift differential, as follows:

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

14.02 **Current Language:**

~~When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day. (For compressed work weeks refer to Clause 17.05) Work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.~~

14.02 **New language to replace 14.02: Statutory Holidays**

Each of the general holidays listed in clause 14.01 shall be observed on the calendar date on which it occurs, premiums will apply for hours worked

ARTICLE SEVENTEEN - COMPRESSED WORK WEEK

Current Language:

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

New Language: Work Schedule

The Parties hereto understand and agree that on job sites or where special conditions apply, scheduling of extended work weeks and/or days off may be beneficial to completion of the work. The Union and the Employer will mutually agree to a work schedule to meet job conditions. If a work schedule that is not currently addressed in the collective agreement is requested by the owner, the Parties' agreement to implement the work schedule as per the Owner's request which will not be unreasonably withheld.

17.07 **Amended Language: Excusable Absences**

(c) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten in a day or forty in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. ~~Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.~~

(d) **New Language: Excusable Absences**

All overtime hours per the work week will be payable if the scheduled straight time hours and overtime hours are worked as per the work week schedule, excluding excusable absences hours missed. If scheduled straight time hours are missed due to unexcused absences the worker must work their straight time hours scheduled before overtime hours are earned. The employee will notify the employer prior to shift start time, to be accepted as an excusable absence when circumstances arise beyond the workers' control.

ARTICLE THIRTY - ENABLING CLAUSE

30.01 Where an Owner/Client or Prime Construction Manager expresses the intention of tendering or awarding work on a project on the open market (i.e. without regard to Union affiliation or its lack), and where in the opinion of the Employer, the award of the work is likely to be to an open-shop, ~~or~~ merit shop, **or alternative union** because the conditions of this Agreement may not be competitive in the market then prevailing, the parties to this Agreement shall meet and bargain collectively in good faith in an honest attempt to arrive at terms and conditions for application to work on that project which will be fully competitive in the prevailing market.

New Language: Exception for Current Work

30.05 (a) *All work tendered prior to and ongoing at the effective date of the renewed collective agreement shall continue in accordance with the terms and conditions of the current enabled provisions or Special Project Needs Agreements in effect at the time the work was tendered.*

(b) For these projects scheduled to be completed prior to May 7, 2023, the existing enabled wage schedules will be maintained until May 7, 2023. Following the increase effective May 7, 2023, the wage and benefit schedules will be adjusted to the effective rate as of May 7, 2023.

ARTICLE THIRTY-THREE – DURATION

Current Language:

33.01 ~~This Agreement comes into force on May 1, 2015 and shall remain in full force and effect until the 30th day of April, 2019~~

New Language to Replace 33.01: Duration

Effective date will be the second Sunday following successful ratification by both parties and the collective agreement will expire on April 30, 2025, as per the Alberta Labour Relations Code.

Amended Language:

33.02 Should either party desire changes to this Agreement they shall give notice of such desire to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to the 30th day of April ~~2019~~ **2025**, or any subsequent anniversary date.

New Article: Letters of Understanding

ARTICLE THIRTY – FOUR – LETTRS OF UNDERSTANDING

- 34.01** (a) *All Letters of Understanding (LOU's) in the current 2015-2019 collective agreement will be accepted and signed unchanged except for necessary housekeeping changes by both parties. Any other terms and conditions contained within the 2015-19 collective agreement not addressed in this proposal will remain status quo.*
- *Parties agree to remove “Training Initiative” & “Letter of Interpretation” letters of understandings*
- (b) *The parties agree to draft a Letter of Understanding recognizing the Return-to-Work Pilot Project to be utilized by the parties under this collective agreement*