

# **MANUFACTURING AND FABRICATION SHOP COLLECTIVE AGREEMENT**

**BETWEEN UA LOCAL 488  
AND**

**(INSERT COMPANY NAME)**

This Collective Agreement covers terms and conditions of employment for members of Local Union 488 of the United Association of Plumbers and pipefitters employed by the above-named contractor at its manufacturing and Fabrication Facility

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THIS AGREEMENT ENTERED INTO THIS 7<sup>TH</sup> DAY OF June 2021

BY AND BETWEEN:

(INSERT COMPANY NAME)

(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)

- AND -

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL UNION 488,  
EDMONTON, ALBERTA

(HEREINAFTER REFERRED TO AS THE “UNION”)

- Clause 1.     **WHEREAS**, the Employer is engaged in the permanent, commercial fabrication and manufacturing industry and in the performance of such work requires the services of competent, skilled and qualified Building Trades and Metal Trades Journeymen and Apprentices, and,
- Clause 2.     **WHEREAS**, The Union is affiliated with the American Federation of Labour - Congress of Industrial Organizations and Canadian Federation of Labour, and has in its membership competent, skilled, and qualified persons to perform such work, and,
- Clause 3.     **WHEREAS**, the Employer and the Union desire to mutually establish and stabilize wages, hours, and working conditions for Employees employed in the commercial fabricating and manufacturing industry, to the end that a satisfactory, continuous, and harmonious labour relationship will exist between the parties to this Agreement.
- Clause 4.     **NOW THEREFORE**, the Undersigned Parties to this Agreement in consideration of the premises and covenants herein contained mutually agree as follows:

## **ARTICLE 1 - RECOGNITION**

- 1.01** The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees engaged in commercial fabricating and manufacturing in the employ of the Employer within the area jurisdiction of the Union with regards to wages, hours and other terms and conditions of employment, on any, and all work described in Article 2 of this Agreement.

The jurisdictional area in the Province of Alberta shall be defined as that portion of the Province of Alberta North of Parallel 52:15, which is the parallel of latitude running east and west through the City of Red Deer.

- 1.02** It is jointly agreed by both parties that the fabricating and manufacturing to be done in the facility covered by this Agreement is of a commercial nature and that to ensure continuity of jobs and production there will be no strikes or lockouts during the term of this Agreement.

## **ARTICLE 2 - SCOPE OF AGREEMENT**

- 2.01** All wages and working conditions hereunder shall be effective on all work of the following nature performed in the Employers fabricating and manufacturing shop, viz: the handling, fabricating, assembling, rigging of all pipe formations whether metallic or non-metallic, fabrication of vessels, tanks and supports within the piping systems, pump or compressor bases, skid mounted and modular type units and all component parts thereof, instrument fitting, gas fitting, all heat treating and stress relieving of vessels and pipe, all welding, tacking and burning connected with the above, moving of all materials to various points of processing, sandblasting, grinding, painting, pipe wrapping, marking of materials for shipping and identification, operating all machinery, trucks, hoists and cranes, tool room and stock room duties, bending, racking materials, loading and testing of all fabricated and manufactured products relative to the permanent commercial fabricating and manufacturing shop as covered by this Agreement.

## **ARTICLE 3 - BARGAINING UNIT DESCRIPTION**

- 3.01** This Agreement as set forth hereunder shall cover all employees when employed in the permanent commercial manufacturing and fabricating shop excluding professional, technical, office and clerical, janitorial, security and construction employees.

## **ARTICLE 4 - UNION SECURITY**

- 4.01** (a) Only members of the Union in good standing, and those other persons who may be hired pursuant to the terms of this Agreement, shall be employed to undertake work defined under the terms of this Agreement.
- (b) All Employees in the bargaining unit at the date of signing this Agreement and all Employees engaged thereafter shall, as a condition of employment, apply to become members of the Union within (30) days and maintain membership in good standing with the Union embracing the UA Standard for Excellence.
- 4.02** It is understood and agreed that as a condition of employment all Employees covered by this Agreement shall be required to pay the Union monthly, an amount equal to full membership dues in each respective classification. The Employer agrees, upon receipt of a

signed authorization from the Employee, to deduct from each Employee, coming within the scope of this Agreement, from the first pay period of each month, monthly union dues, in the amount prescribed by the Local Union, and to forward such monies on or before the 15th day of the following month for which such deduction was made, to the Union offices.

- 4.03**
- (a) The Employer further agrees to deduct all back dues/or initiation fees as evidenced by a signed authorization from any Employee covered by this Agreement and to forward such monies to the Union offices as provided for in Clause 4.02.
  - (b) The employer shall deduct (6¢) per hour earned from the wages of the employee as a check-off to defray the Union's costs to the Building Trades of Alberta. Such deduction shall be paid for each and every employee covered by the terms and conditions of this Agreement. The monies so deducted shall be remitted in the same manner as Union Dues are remitted under this Agreement, and within the same time frames. All such hourly remittances received from the Employer shall be deemed to be held in Trust by the Union.
  - (c) In any event the employer shall report to the council, either as part of the Employers report to the council, either as part of the Employers report to the Union or as noted below, in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:
    - (1) the name and social insurance number for each employee on whose behalf the deduction was made;
    - (2) the number of hours worked;
    - (3) the amount of money deducted;
    - (4) the employee's trade union affiliation;
    - (5) a nil return where applicable.

In making this report directly to the council, the Employer may use their own computer or hand generated records or may make use of forms supplied by the council, such forms to be available to the employer on request and at no cost to the Employer.

- (d) The above deductions shall be remitted promptly by the 15th day of the following month, to the local union. Each remittance shall be accompanied by a list showing the name and social insurance number of the Employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction and for the field dues in Clause 4.03 (c) the figure on which the deduction was based.
  - (e) The sums deducted shall and shall be deemed to be held in trust and as such, these sums shall and shall be deemed to be held separate and apart from the Employer's own funds.
- 4.04**
- Authorized representatives of the Union shall have access to the shops where Employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employees or cause them to neglect their work, and further provided such Union representative complies with the Employers safety and security regulations. The Union representative shall, before proceeding about their business, notify the senior representative of the Employer in the shop of their presence.

- 4.05** (a) Where in the opinion of the Union, a Job Steward is deemed necessary, the Job Steward shall be a working Journeyman appointed by the Business Manager of the Union or their representative who shall, in addition to their work as a Journeyman, be permitted to perform, during working hours, such of their Union duties as cannot be performed at other times, including those duties assigned to them by the Business Manager or Agent.
- (b) The Union agrees that the Job Steward's duties shall be performed as expeditiously as possible, and the Employer agrees to allow the Job Steward a reasonable time for the performance of those duties.
- 4.06** The Job Steward shall be permitted to meet the UA members to collect the Union portion of the referral slip and introduce themselves when the Employee hires on.
- 4.07** The Union shall notify the Employer, by letter, of the name of the Job Steward, or of any replacement of same.
- 4.08** (a) Providing they are qualified to perform the job required, the Job Steward shall be one of the last (5) employees remaining on the job within the scope of this Agreement. In the event that the Job Steward is not one of the last five (5) employees to be laid off there shall be consultation with the Business Representative to discuss the reasons for such a lay-off.
- (b) In those cases where unscheduled overtime may be worked, the Job Steward, if qualified, shall be given the first preference to fill vacancies left for the crew performing such work.
- 4.09** An employee(s) shall have the right to refuse to work overtime, except where the Employer has provided notice of their intention to work overtime in the day preceding the day the overtime is scheduled to be worked. Where any individual Union member has not advised that they will be unavailable for overtime on the following day, then they shall be expected to work such overtime. Where the employee(s) has complied with above stated provisions then no Employer shall penalize or discriminate against them in any way for exercising this right. It is a violation of this Agreement for employees to act in concert to refuse to work overtime.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01** (a) Subject only to the limits which are set forth in this Agreement, the Union recognizes the right of the Employer to the management of its shop and the direction of the working forces, including the right to select, hire, promote, transfer or discharge any Employee for just cause.
- (b) The Union further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.

## **ARTICLE 6 - HIRING AND TERMINATION PROCEDURES**

- 6.01** The Employer agrees to engage Employees through the services of the Union office in accordance with the following procedures:
- (a) The Employer retains the ability to select by "name hire" from the list of available unemployed members registered in the Union Office for all core employees. The

numbers representing such core employees shall be negotiated between the Employer and the Union and shall be attached as a separate Letter of Understanding for each Fabrication Facility. All employees dispatched beyond the core group of employees shall be hired on a 50% name hire / 50% list hire basis. All such additional hiring shall remain at a ratio of one name hire for each list hired employee.

- (b) When required, contractors may transfer fabrication shop workers to the modular yard or field project provided they have been employed in the fabrication shop for a minimum of (30) days. Workers transferred from the fabrication shop may be recalled to the fabrication shop and will not be considered to be a name hire if recalled within (9) months from date of transfer. This clause will be applicable to UA 488 members only.

**6.02** Except as provided for in Clause 6.03, the Employer agrees not to engage any person until clearance is given by the Union office or a dispatch slip from the Union office is presented.

**6.03** Where the Employer has requested the Union office to furnish workers to perform work within the scope of this Agreement, and the required number of workers are not furnished within (2) working days, after the date for which the workers are requested, the employer shall have the right to procure the required number of workers who are eligible to join the Union from other sources. Such workers are to obtain a dispatch slip from the Union before being hired. In such circumstances clearance from the Union will not be withheld.

**6.04** (a) The Union agrees to furnish competent workers, embracing the UA Standard for Excellence, to the Employer on request, provided however, that the employer shall have the right to determine the competency and qualifications of such applicants and shall have the right to reject any applicant or to discharge any Employee for just and sufficient cause. The Employer shall not discriminate against any Employee by reason of their membership in the Union or their participation in lawful activities. The reason/cause of the rejection/termination of the Employee will be relayed in writing to the Union.

- (b) Workers dispatched by the Union must present their trade qualifications if requested by the Employer, at the time of dispatch. The parties are committed to eliminating unnecessary, duplicative safety training, therefore workers are required to disclose to the Employer any current safety training certificates that may be required for fabrication shop work, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

**6.05** (a) In reducing the number of Employees, members of the Union shall be the last to be laid off. Workers may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned impacting their classification. In such cases, this option will be offered to Local Union members first, travel card members second, and workers on permits third.

- (b) Should it be necessary to reduce the workforce in the shop, the Employer shall lay off their employees in the following sequence within the same classification and taking into consideration the skills required in the shop. Workers remaining in the shop following a lay-off must be capable and qualified to perform the remaining work. For example, a lay-off of

welders will not impact steamfitter-pipefitters and vice versa. A lay-off of apprentices will similarly not impact on journeypersons. Within these parameters, lay-offs will be carried out in the following sequence following any voluntary lay-offs as noted above:

- FIRST; potential members (permits)
- SECOND; - travel card members (members of sister UA Locals)
- THIRD; - members of Local Union 488

**6.06** The Employer and the Union agree that there will be no discrimination against any Employee for reasons stipulated under Alberta legislation.

**6.07** The Union agrees to facilitate any practical upgrading courses that may be required by the Employer in order to ensure the highest levels of competency training respecting work within the Fabrication Industry. Where practical the employer will endeavor to cycle apprentices through different tasks to provide a varied educational work experience.

**6.08** All apprentices in the steamfitter and welder classifications dispatched to the fabrication shop must possess a valid “tacking” ticket if required by the employer. The tacking ticket must be valid for a minimum of (60) days from the 1<sup>st</sup> day of employment.

## **ARTICLE 7 - HOURS OF WORK**

**7.01** (a) The maximum of (8) hours shall constitute a normal day's work beginning at 7:00 a.m. and ending by 3:30 p.m. except where a one-hour lunch break is mutually agreed, in which case the normal day will end at 4:00 p.m. The normal work week shall be (40) hours per week commencing Monday at 7:00 a.m. and ending Friday at 3:30 p.m.

(b) The Employer may vary the start/quit times by changing the scheduled starting time up to (2) hours at their option.

(c) The Employer may schedule the regular work week in (4) consecutive ten-hour days, at straight time rates, provided only that the (4), ten-hour days are scheduled during the Monday through Thursday period or Tuesday through Friday period unless varied by mutual consent between the employer and the union. Such consent will not be unreasonably withheld. A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week.

(d) The above schedules are intended to represent a normal workday or work week and are not to be construed as a guarantee of hours of work per day or per week or with respect to days in a week.

**7.02** It is agreed that all work must commence promptly at the agreed specified hours and also terminate at the agreed specified hours, as outlined in this Agreement, with the exception that a negotiated change of starting and finishing time to co-ordinate with conditions in an individual shop may be agreed upon between the Employer and the Business Manager of the Union.

**7.03** (a) The Employees shall be permitted a (10) minute rest break once in the first half and once in the second half of each (8) hour shift, when (10) hour shifts are worked each rest break will be (15) minutes.



- (b) When (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one-half hour each, the 1<sup>st</sup> break to be unpaid and the 2<sup>nd</sup> break paid at the applicable rate, approximately equally spaced in the (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half, shall be paid for the missed break. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.
- 7.04**
  - (a) Notwithstanding the provisions of Clause 7.01 above, the Union and the Employer recognize that certain circumstances may merit a change to the hours of work contained herein and in recognition of such a need the parties hereto agree that Clause 7.01 may be modified, altered, or amended to conform to conditions in an individual shop. These conditions may be situations that would be amendable to a compressed work week, flextime, and without restricting the generality of the foregoing, hours of work that would maximize productivity together with providing an increase in the quality of work life for members of the Union.
  - (b) It is understood and agreed that in order to modify the hours of work contained in Clause 7.01 above, the Employer shall make application to the Union and with the mutual agreement of the parties there shall be set down in writing a memorandum of agreement which will replace Clause 7.01 which then will become the hours of work for that particular shop. It is further understood and agreed that in the event of a memorandum of agreement being settled as is hereinbefore provided, that any change to the hours of work shall be put into effect for a minimum period of at least (4) weeks, as it is not the intention of the parties hereto to change the hours of work for a brief period to negate overtime that would be otherwise earned, but to be mutually beneficial to members of the Union and to the Employer.

## **ARTICLE 8 - OVERTIME AND SHIFTS**

- 8.01**
  - (a) Subject to Clause 8.07 the first (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one- and one-half times the applicable rate of pay.
  - (b) Except as may be provided for in Article Eight all other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.
- 8.02** Except as may be provided for in Article Eight all hours worked on Saturday, Sunday and Statutory Holidays shall be paid at one- and one-half times (1.5x) the regular rate of pay. For all hours worked exceeding twelve hours per day or hours worked on Labour Day, Remembrance Day and/or Christmas Day all hours worked shall be paid at two (2) times the applicable rate of pay.
- 8.03** Shift work may be performed at the option of the Employer, however, when shift work is performed, at least (2) full shifts must be worked in any (24) hour period and each of these shifts must be worked for at least (2) consecutive regular working days. Should each of the shifts outlined above not continue for a period of (2) consecutive regular working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this Agreement.

- 8.04** No Employee shall be permitted to work (2) consecutive shifts. If the Employee is required to return to work before an (8) hour break occurs, they shall be paid one-and one-half times (1.5x) the regular rate of pay until such time as an (8) hour break occurs. If the (8) hour break interferes with the Employee(s) next regular day, the Employee shall receive not less than 8 hours pay for the next regular day worked.
- 8.05** The second shift commencing at any time between 3:00 p.m. and 8:00 p.m. shall work (8) hours or ten hours on a compressed work week. The premium for hours worked on the second shift shall be \$3.50 per hour worked.
- 8.06** A third shift may be worked where extenuating circumstances exist. The third shift hours and the conditions of work will be mutually agreed to by the Employer and the Union Business Manager or their representative.
- 8.07** Overtime premiums as specified in this 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, 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 scheduled straight time hours as stipulated above prior to overtime premiums being paid.

## ARTICLE 9 - STATUTORY HOLIDAYS

- 9.01** (a) All overtime work performed on Saturday, Sunday and the following recognized holidays shall be paid for at the rate of one-and one-half times, except for Labour Day, Remembrance Day and Christmas Day which shall be paid at double time, plus any applicable shift premium as follows:
- |  |                  |
|--|------------------|
| New Year's Day                           | Thanksgiving Day |
| Canada Day                               | Remembrance Day  |
| Good Friday                              | Victoria Day     |
| Edmonton (August Civic Holiday)          | Christmas Day    |
| Boxing Day                               | Labour Day       |
| Family Day (February Provincial Holiday) |                  |
- (b) Statutory holidays shall be observed on the day they fall and if work is performed on these days, it shall be paid at one and one-half times the regular rate of pay except for Labour Day, Remembrance Day and Christmas Day which shall be paid at double-time the applicable rate of pay for all hours worked.
- (c) Should any of the above holidays fall on a Tuesday, Wednesday, or Thursday, it can be moved, by mutual consent of the parties, to be observed on the closest first or last day of a scheduled work week to make it contiguous with scheduled days of rest.
- (d) Should the Government of Alberta discontinue recognition of the Family Day holiday, it shall be removed from the above list. No work shall be performed on Labour Day except for the preservation of life or imminent danger to property.

- 9.02** In lieu of pay for the above recognized holidays, the Employer shall pay an additional (4%) to the Employee's total hourly earnings each week including overtime hours and premium hours.
- 9.03** Employees annual Vacation Pay shall be (6%) of the Employee's total hourly earnings. Such total hourly earnings shall be deemed to include straight time hours, overtime hours, and premium time hours, and shall be paid each pay period with the Employee's regular pay.
- 10.02** The Employer agrees that all work in the fabrication facility directly connected with the making of bends, the fabrication of piping assemblies, pipe formations and the assembly of the United Association's work on packaged units shall be performed by Building Trades Journeymen and Apprentices at the wage rates stated in Clause 10.01 of this Article.
- 10.03** The selection of Shop Foremen (General Foremen & Foremen) shall rest solely with the employer, but the ratio of Employees to Foremen shall not exceed twenty (20) Employees to one Foreman. The wage rate of a Foreman and General Foreman shall be in accordance with the wage schedule in 10.01.
- 10.04** On all work coming under the terms of this Agreement, where General Foremen and Foremen are employed, orders shall normally be given in the following sequence: General Foremen to Foremen, Foremen to Journeymen, where practical, orders will be submitted through respective Foremen. Apprentices shall not be elevated to the position of Foreman or be authorized to direct any portion of the working force. An Apprentice shall be deemed to be a member of the crew and take their direction from the Foreman.
- 10.05** Steamfitter Foremen and General Foremen must be a certified Journeyman and a member of the Local Union. Foremen and General Foremen who are Industrial Construction Crew Supervisor (ICCS) designated will be paid an additional premium of one dollar (\$1.50) per hour worked. In no event shall this hourly rate be greater than the applicable overtime rate plus the ICCS premium.
- 10.06** (a) Pay day shall be once each week and not more than (5) day's pay may be held back unless other arrangements are made between the Employer and the Union. Employees are to be paid before the end of their regular shift except when they are required to work a second or third shift on Friday, in which case they shall be paid on the preceding Thursday.
- (b) When Employees are laid off or discharged for cause and where the employer does not have a pay office establishment at its fabrication and manufacturing facility, the Employer shall mail the Employee's wages to their last known address without undue delay. Where a payroll office is established then such Employees shall receive the wages due them at the time of lay-off or discharge and be given their Record of Employment, Apprenticeship Book or other employment documentation as may be applicable.
- (c) Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the Employee's choice. Where direct deposit is used, Employees will be provided with pay summaries on pay day which can be sent by fax or electronic means to out of town jobs if necessary. An Employer shall have the option of using electronic pay records and records of employment. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request a printed record of employment will be issued.

- (d) Employees must advise the payroll department of their employer if they believe their final pay is late. The Employer will then have two working days following notification to get the final pay cheque to the employee. Failure to do so will result in a penalty of (4) hours at the applicable basic hourly rate of pay for each twenty-four-hour period of delay beyond the (2) working days within which the pay should have been postmarked. Such intervals shall only be deemed to include working days and shall remain exclusive of weekends and holidays. It is understood, however, that extenuating circumstances can arise, and that despite all good faith efforts and for reasons beyond the control of the Employer, payments may be delayed. In such cases the onus shall be on the Employer to notify the Union, prior to the time by which the cheque is required to be available or required to be postmarked, of the details of such circumstances. In such cases the payment of the late remittance amount shall be waived.
  - (e) For the purposes of this Article, where an Employer is utilizing electronic banking, the above clauses will apply to the Employees of that Employer with the exception of those Employees who are paid by direct deposit. In this case the final pay will be paid on the next regular pay day when the time owing would have been normally payable. If this pay is late the (4) hour late remittance language as set out above will be applicable.
  - (f) When an Employee voluntarily terminates their employment, the Employer will mail their wages to their last known address without undue delay but no later than the next regular pay day. If direct deposit has been utilized, then the final pay will be deposited on the next regular pay day.
  - (g) In all cases the Employee's final pay will be accompanied by a copy of the Employee's termination slip, Record of Employment, Apprenticeship Book, or other Employment Documentation as may be applicable.
- 10.07** (a) If the Employer determines that an error of overpayment has occurred, and the error has occurred in the last (6) months, the Employer shall promptly give notice in writing to the affected employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through (1) or more pay periods. The employee shall be given (3) working days to respond to the notice from the Employer. If the employee agrees with the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer, the employee, and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional (3) working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.
- (b) If the employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union shall provide the Employer with the employee's last known contact information.
- 10.08** The Employer agrees to provide each pay period, a complete statement for each employee, showing dates of payroll period covered, social insurance number and showing separate totals of the following:
- (1) Straight time hours paid
  - (2) Overtime hours paid
  - (3) Shift premium paid
  - (4) Statutory Holiday Pay
  - (5) Vacation Pay

- 10.09** The Employer shall further provide each Employee with a statement of their earnings for each pay period showing all amounts deducted.
- 10.10** Statutory Holiday pay and Vacation pay shall be paid to each employee every pay period.
- 10.11** (a) In the hiring of Apprentices, the Employer shall give consideration to those duly indentured apprentices that are registered as unemployed at the Union office. The Employer will maintain a minimum ratio of (20%) of the number of Journeymen employed on all projects that have more than 14 journeymen employed by that Employer. On projects smaller than this, the Employer will make best efforts to maintain a similar ratio of apprentices to journeymen. It is understood that operational considerations or specialized projects may make the maintenance of these ratios difficult. In these cases, the special requirements of the project and the overall number of apprentices employed by the Employer will be taken into consideration
- (b) The Employer agrees to engage only new or probationary apprentices, who have fulfilled the entrance requirements of the Joint Educational Trust Fund Trustees.
- (c) All apprentices as a condition of progression shall be required to attend such courses as directed by the Joint Educational Trust Fund Trustees in consultation with the Employer affected.
- (d) The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, veterans, visible minorities, and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new apprentices who will join the union.
- (e) It is intended that RAP students will work under and be paid in accordance with the Guidelines for Employment developed and amended from time to time by the Trustees of the Alberta Unionized Continuing Education Trust Fund. The provisions of this Agreement, with the exception of this clause, will not apply to the employment of RAP students.
- (f) The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the 'Declaration of Support for the Reserve Force' signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.
- (g) In order for an apprentice to advance to a higher classification in the apprenticeship program, the following criteria must be attained:
- (1) Complete a minimum of (1560) hours of on-the-job training.
  - (2) Attend school and pass the appropriate examination.
  - (3) Complete those courses as directed by the joint Educational Trust Fund Trustees in consultation with the employer affected.
  - (4) The apprentice's next pay period increase will become effective on the first pay period following the date the apprentice presents to their employer the letter received from the Apprenticeship Board notifying them of successful completion of a schooling period unless the apprentice's anniversary date has not been reached. In that case the increase will become effective on the first pay period following the anniversary date. An apprentice will receive their increase to journeyman rate on the first pay period

following the date their ticket becomes effective.

## ARTICLE 11 – WELDERS

- 11.01** Where welders are required to take other tests than those referenced in Clause 11.02, they shall be paid the applicable rate while taking such tests. Costs of these other tests are to be borne by the Employer. A welder who fails a test shall not be paid.
- 11.02** Members, whose skill is welding, who are dispatched to an Employer, shall at the discretion of the Employer, be in possession of a valid standard small bore 'B' Pressure (F3/F4), a Carbon GTAW (F6/F4), a Carbon GMAW (modified short circuit), and a Carbon FCAW (Flux Core) welding qualifications. All tests to be performed on NPS 2" XXS (effective May 1, 2017 all tests to be performed on 2½" OD 0.625" WT). Having other up-to-date tickets is not a condition of employment. Qualifications must be valid for a minimum of (60) days from their 1<sup>st</sup> day of employment.
- 11.03** If employers request up-to-date tickets, they shall accept the Local 488 Test Center's "Standard Performance Tests" (tickets) for the above qualifications (F3/F4 & F6/F4).
- (a) Where an Employer requires weld testing to be done at the Local 488 Weld Test Center, and to expedite the timely dispatch of such manpower to site, the Employer shall ensure that all requisite information for such testing is communicated to the Test Center Senior Welding Examiner or his designate, when requesting manpower.
  - (b) 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 from the date of reclassification.
- 11.04** Any Welder holding a valid "C" Provisional qualification will be paid a base rate of 90% of the UA Journeyman wage if the Welder is performing work requiring this ticket.
- 11.05** A welder who passes the test and has reported for the test at the appointed time is expected to complete the regular day at work at the welding trade that the Employer has available. Provided that the Employee reports to test at the time scheduled by the Employer, they shall be paid one full day's pay if they pass the test and the Employer has no work available for them on that day. This clause shall not be construed to provide double payment to an Employee and if an Employee reports after the scheduled test time and passes the test, they shall be paid from the time they started the test until the normal end of that shift. A welder who fails the test shall not be paid for the time required to complete the failed test. In the event the worker is required to take multiple tests and passes some of the tests but fails others, they will be paid as above if hired or will be paid for the time taken on successful tests if not hired. Welders who successfully complete a welding test but who fail to complete (10) working days of employment (unless laid off), or fail to commence work when directed will not be eligible for testing time pay.
- 11.06** The Union and the Employer mutually recognize that certain projects may require the usage of welder/operator rig rental equipment for purposes related to 'downhand' welding

procedures and/or mobility requirements. Usage of such welder/operator rig rental equipment shall be governed by the following conditions:

- (1) The Employer representative and the Business Manager of the Union shall meet to discuss the specific needs and requirements for the usage of welder rig operator rental equipment for a specific project. Mutual consent of the Parties shall remain a requirement prior to implementation but shall not be unreasonably withheld. A grievance may be filed if a Party believes that consent is being unreasonably withheld.
- (2) The welder/operator shall remain a member in good standing of the appropriate local and shall be strictly governed by the terms and conditions for the payment of all wages and benefits as stipulated under this Agreement.
- (3) The steamfitter working with the welder/operator shall be a member of the appropriate local.
- (4) Rig rental rates shall remain exclusively a matter between Employer and Employee and shall under no circumstance be construed to be any responsibility of the Union.

## ARTICLE 12 - SHOW UP OR REPORTING TIME

- 12.01** Two hours at the applicable rate will be paid when the Employee reports on time for work and is not put to work and has not been previously notified that there will be no work for them. Notification to the Employee may be verbal, by text, email or by telephone. It shall be the responsibility of each employee to keep current and up to date with the Employer, their correct record of residence, address, and telephone number.
- 12.02** Show up time will not be paid when an Employee reports for work at a time other than when they are regularly scheduled to work unless specifically instructed by the Employer to do so, or when a reporting Employee refuses to perform substitute work when their regular work or job is shut down.

## ARTICLE 13 - WORKING RULES

- 13.01** The Union agrees to the premise of a fair days work for a fair days pay.
- 13.02** There shall be no restriction on the use of machinery, tools, or methods of application in the shop in connection with manufacturing and fabrication or work coming under the SCOPE of this Agreement.
- 13.03**
- (a) Where Employees are required to work in excess of (10) hours in a single shift, they shall be provided immediately after (10) hours with a suitable meal (hot where possible) and every (4) hours thereafter until the shift is ended. The cost of the meal(s) and the time consuming same shall be paid for at the straight time rates contained in this Agreement, to a maximum of one-half hour in duration. Where the Employer is paying subsistence, this clause shall also apply.
  - (b) Where it is impractical for the contractor to provide a meal, the employee shall be provided with a 15-minute break, paid at the applicable rate of pay, and the employer shall pay a meal allowance of \$40.00 in lieu of the meal and the time to consume the meal.
  - (c) Recognizing emergency situations will arise, if the Contractor has not scheduled in excess of the (10) hour shift, the Contractor shall be granted a (1) hour extension where the Contractor need not supply a hot meal.

- (d) Where a supervisor is required to;
  - (1) start up to (1) hour earlier, or
  - (2) finish up to (1) hour later, or
  - (3) start up to one-half hour earlier and finish up to one-half hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 13.03 (a) & (b) will not apply unless those provisions are applicable to the rest of the crew.

**13.04** A Building Trades Journeyman shall be considered to be Journeyman with the necessary qualifications to perform any work covered by this Agreement and must possess a valid Provincial Certificate.

**13.05** Leather gauntlet type gloves, adequate for the type of work being performed, will be supplied to all Employees. Gloves shall be issued when an employee commences employment and for replacement, old gloves must be returned, or the Employee will be charged the replacement cost.

**13.06** (a) All tools and equipment shall be furnished by the Employer. Employees shall take every reasonable precaution to prevent loss or damage to tools and equipment furnished by the Employer and failure to do so will be deemed sufficient cause for discharge.

(b) When an Employee is laid off or terminated, they shall be provided a reasonable amount of time in which to pack up and return company tools.

**13.07** Notwithstanding any portion of the Agreement to the contrary, the Employer reserves the right to employ persons possessing special skills or equipment needed in the fabrication or manufacturing of anything produced in the shop or in the maintenance of the shop building or any of the equipment therein. It is understood this privilege will be used only when necessary and only when such special skills or equipment are not normally possessed by the members of the Union. In the event the above skilled individuals are required by the Employer, mutual agreement shall be reached by both parties prior to the work commencing.

**13.08** Adequate parking shall be provided for all Employees covered by this Agreement. Such parking will be maintained in a safe manner.

**13.09** Proper wash facilities and change rooms shall be provided by the employer for all Employees and (5) minutes at the end of the shift will be allowed for Employees to wash up and change.

## **ARTICLE 14 - HEALTH & SAFETY**

**14.01** The Employer agrees to provide all protective clothing and equipment in accordance with the Occupational Health and Safety Act at no cost to the Employee. Workers will be provided with time to have custom fitted hearing protection fitted at mobile units that visit the shop.

**14.02** First aid equipment in keeping with the requirements of the Occupational Health & Safety Act shall be provided by the Employer and a person experienced in First Aid shall be available at all times. It being to our mutual advantage to keep down the number and severity of accidents, a safety program will be maintained by the Employer. The Union shall approve one of their members to act on the Safety Committee and failure to observe these rules may be deemed sufficient cause for discharge.



- 14.03** The Employer shall make provisions to safeguard the health of Employees by supplying protective devices, maintaining adequate heating and ventilating systems and proper sanitary equipment in the Employer's shop.
- 14.04** Adequate lunchroom accommodations shall be provided by the Employer. Such accommodations shall be kept clean and have sufficient tables and seats for the employees covered under this Agreement.
- 14.05** The Alcohol and Drug Guidelines and Work Rule known as the Canadian Model for Providing a Safe Workplace, A Best Practice of the Construction Owners Association of Alberta shall be applied to any work covered by the scope of this Agreement. This shall not infringe on an Employer's right to make specific policies and rules applicable to their fabrication facility.

#### **CANADIAN MODEL - REFERENCES TO ALCOHOL AND DRUG POLICY**

**(1) Concurrence**

Except for the matters set out in Clauses 14.05 (2) and (3) below, the Canadian Model [the 'Canadian Model'], as amended from time to time will be implemented by agreement under this Agreement for the purposes set out in section 1.1 of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.

**(2) Random Testing**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the Canadian Model will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Agreement.

**(3) Site Access Testing and Dispatch Conditions**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the Canadian Model will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section 5.5 of the Canadian Model will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the Canadian Model with respect to such a positive test.

**(4) Test Results**

The employer, upon request from an employee or former employee, will provide the confidential written report issued pursuant to 4.9 of the Canadian Model in respect to that employee or former employee.

**(5) Reasonable Cause and Post Incident Testing**

Any drug testing required by the employer pursuant to 4.4, 4.5 or 4.6 of the Canadian Model shall be conducted by oral fluid testing in accordance with 4.8.2 of the Canadian Model.

**(6) Collection Site Documentation**

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections II (10) and/or III (11) of Appendix A of the Canadian Model.

**(7) Point of Collection Testing (POCT)**

If an employer requests a worker to participate in a POCT risk assessment pursuant to 4.8.5 of the Canadian Model v. 5.0, and the worker provides the urine sample, and the laboratory drug test is negative, the worker shall be paid for any time the worker would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the worker's conduct in respect to the incident or reasons for the test request. If the worker declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the worker shall not be entitled to any pay for time the worker would have otherwise worked while waiting for the laboratory result.

- 14.06** (a) The Employer has the option to either provide coveralls to their employees or they will provide an allowance of (\$120.00) every six months to employees who were employed by the Employer for the full six months previous to the date the allowance is due (January 1<sup>st</sup>, & July 1<sup>st</sup>) and provided the employee can provide a receipt.
- (b) In addition, once per year on July 1<sup>st</sup>, Employees who at that time have been employed for at least eleven out of the previous twelve months will receive a boot allowance of one hundred and sixty dollars (\$160.00) provided the employee can provide a receipt from the previous year for CSA approved steel toed boots. These allowances are intended to cover all related costs of purchasing, and maintaining in acceptable condition, coveralls, and CSA approved steel-toed work boots.

**ARTICLE 15 - BENEFITS**

- 15.01** Notwithstanding anything contained elsewhere in this Agreement, all contributions to the separate trust funds shall be payable by the Employer on the Employee's total actual hours worked including overtime, except ISIT and Health and Welfare which shall be paid on hours earned.
- 15.02** (a) If any Employer is found in default in remitting payments required to be made pursuant to Article 15 of this Agreement and if such default continues for 20 days thereafter, the Employer shall pay to the applicable fund, as liquidated damages and not as a penalty, an amount equal to (10%) of the arrears for each month or part thereof in default. The failure to pay each month shall constitute a separate offense and shall subject the Employer to the (10%) payment. Thereafter, interest shall run at the rate of (2%) per month on any unpaid arrears.
- (b) Where an employee performs work that would require the Employer to contribute hourly contributions, at such an hourly contribution rate as may from time to time be applicable in this Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from their own monies and shall be deemed to hold the sum so deducted in trust for the trustees of the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf the Employees have performed work entitling them to receive contributions to the fund as is hereinbefore provided for, is deemed to be held in trust for the trustees of this fund and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment of bankruptcy, whether or not that amount has in fact been kept separate and apart from the

Employer's own money or from the assets of the estate.

## **ARTICLE 16 - HEALTH AND WELFARE TRUST FUND**

- 16.01** (a) The Employer shall contribute to the account named by the Trustees of the Health and Welfare Fund, the amounts shown in Clause 10.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 15.01 of this Agreement.
- (b) Contributions will be made on the basis of full or one-half hours.
- 16.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of the Employees, social insurance numbers and hourly contributions for each employee, and forwarded with a cheque in the required amount on or before the 15th day of the month following the month for which such contributions are due to the applicable trust fund named by the trustees for deposit to the above-mentioned Trust Fund account. A copy of said list is to be retained by the Employer.
- 16.03** All amounts paid by the Employer to the Health and Welfare Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.
- 16.04** In the case of failure of the Employer to contribute into the fund on the due date, the Trustees in their joint names may take legal action against the Employer for recovery of the amount due.
- 16.05** The terms of the Health and Welfare Plan shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 16.06** The Employer and the Union agree to comply with all the provisions and requirements of the Health and Welfare Trust Fund and the Declaration of Trust between the Employers, and the Union dated May 7th, 1965, and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund. However, the liability of any Employer to the Health and Welfare Trust Fund shall be limited to its obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- 16.07** The Trustees shall have full authority by majority vote to determine the amount and select and enter into the forms of insurance required and shall be responsible for the administration of the plan; increasing and decreasing of benefits payable, and the eligibility of claims payable including any necessary adjustments in the plan to prevent duplication of contributions and coverage.
- 16.08** The Trustees shall make provisions for an annual audit by a company of Chartered Accountants, and a certified copy of the auditor's report and balance sheet shall be made available for viewing to all contributory Employers and members of the Union.

## **ARTICLE 17 - PENSION TRUST FUND**

- 17.01** (a) The Employer shall contribute to the account named by the Trustees of the Pension Trust Fund, the amounts shown in Clause 10.01 of this Agreement, for every hour that an

employee covered by the terms of this Agreement is employed, as indicated in Clause 15.01 of this Agreement.

- (b) Contributions will be made on the basis of full or one-half hours.
- (c) These contributions shall be in addition to any Compulsory Government Pension Plan.

- 17.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers and hourly contributions for each employee, and forwarded with a cheque in the required amount, on or before the 15th day of the month following the month for which such contributions are due, to the applicable trust fund named by the Trustees for deposit to the above-mentioned trust fund account. A copy of the said list is to be retained by the Employer.
- 17.03** Members of the Union shall have the right to make voluntary contributions to the Pension Plan to provide for personal increased benefits.
- 17.04** All amounts paid by the Employer to the Pension Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.
- 17.05** In the case of failure of the Employer to contribute into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for the recovery of the amount due.
- 17.06** The terms of the Pension Fund Plan shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 17.07** The Employer and the Union agree to comply with all the provisions and requirements of the Pension Trust Fund and the Declaration of trust, between the Employers and the Union dated October 1st, 1968, and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said trust fund. However, the liability of any Employer to the Pension Trust Fund shall be limited to its obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- 17.08** The Trustees shall have full authority by majority vote to determine the amounts and select the forms of Pension Benefits to be provided under the Pension Plan, and shall be responsible for the administration of the Plan, increasing and decreasing of benefits payable, and the eligibility of claims payable and be responsible for carrying out all of the provisions and requirements of the Federal and Provincial laws relating to Government Registered Pension Plans.
- 17.09** The Trustees shall make provision for an annual audit by a company of Chartered Accountants, and a certified copy of the auditor's report and balance sheet shall be made available for viewing to all contributory Employers and members of the Union.

## **ARTICLE 18 - JOINT EDUCATIONAL TRUST FUND**

- 18.01** The Employers shall contribute to the account named by the Trustees of the Joint Educational Trust Fund, the amounts shown in Clause 10.01 of this Agreement, for every hour that an Employee covered by the terms of this Agreement is employed, as indicated in Clause 15.01 of this Agreement. Contributions will be made on the basis of full or one-half ~~(1/2)~~ hours.
- 18.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers and hourly contributions for each Employee, and forwarded with a cheque in the required amount, on or before the 15th day of the month following the month for which such contributions are due, to the applicable trust fund named by the trustees for deposit to the above-mentioned trust fund account. A copy of the said list is to be retained by the Employer.
- 18.03** All amounts paid by the Employer to the Joint Educational Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amount from the Employee's wages.
- 18.04** Should the Employer fail to submit the required amount of contributions on the due date, the Trustees in their joint names, may take legal action against the delinquent Employer for recovery of the amounts due.
- 18.05** The terms of the Joint Educational Trust Fund shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.
- 18.06** The Employer and the Union agree to comply with all provisions and requirements of the Trustees of the Joint Educational Trust Fund and such rules and regulations the Trustees deem necessary for the operation of the said Trust Fund. However, the liability of any Employer to the Joint Educational Trust Fund shall be limited to its obligation to pay the amounts stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- 18.07** The Trustees shall make provision for an annual audit by a company of Chartered Accountants, and a certified copy of the auditor's report and balance sheet shall be made available for viewing to all contributory employers and members of the Union, on request.

## **ARTICLE 19 - LOCAL UNION 488 SUPPLEMENTARY BENEFIT FUND**

- 19.01** The Employer shall contribute the amounts shown in Clause 10.01 to "Local Union 488 Supplementary Benefit Fund", for every hour that Employees covered by the terms of this Agreement are employed and contributions shall be made on the basis of full or one-half hours.
- 19.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers and hourly contributions for each Employee, and forwarded with a cheque in the required amount on or before the 15th day of the month following the month for which such contributions are due to the business office of the Union for deposit to the above-mentioned Fund. A copy of the said list is to be retained by the Employer.

**19.03** All amounts paid by the Employer to the Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct such amounts from the Employee's wages. However, the liability of any Employer to the Supplementary Benefit Trust Fund shall be limited to its obligation to pay the amounts stated in this Agreement at the times and in the manners stated together with any penalties as set forth herein.

**19.04** The monies so received by the local union may be used for the following purposes:

- (a) Renewal of members' certificate of proficiency.
- (b) Compensation to members who may be called to jury duty or to act on any judicial inquiry or Arbitration Board.
- (c) Journeyman Upgrading.
- (d) Provide educational bursaries for members and children of members.
- (e) To provide such additional benefits to members of the Local Union as the Union deems advisable.

PROVIDED, however, and it is expressly understood, that the funds so received will not be used for such purpose which may be in contravention of the Labour Relations Code, as amended.

## **ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE**

**20.01** A difference may refer to a policy grievance between the Employer and Union or a grievance between the Employer and its Employees. A policy grievance shall be defined as an obligation that is alleged to arise out of the Collective Agreement and shall be adjusted as specified herein. Should any difference arise between the Employer and any of their Employee's as to the interpretation, application, administration, or alleged violation of this Agreement, the aggrieved Employee, or their Union Representative, shall advise a representative of the employer, by fax or e-mail on the job that there is a difference that could result in a grievance being filed within (3) working days of the occurrence giving rise to the grievance. Following submission of the notice of a potential grievance to the Employer's representative, the Union will have an additional (10) working days to submit their grievance in writing to the Employer's representative on the job, if the matter remains unresolved. The Employee may request assistance of the Job Steward and/or Business Representative of the Union in submitting the grievance.

- 20.02** (a) If the parties are unable to resolve a difference as referred to above within (10) working days of notification of the difference, either party may notify the other in writing of their desire to submit the matter to Arbitration. The notice referred to in this clause shall contain:
- 1. A statement of the nature of the grievance.
  - 2. The section or sections of the Collective Agreement allegedly violated or contravened.
  - 3. Any relevant particulars such as names, dates and facts concerning the allegations.
  - 4. The remedy requested, and
  - 5. The name or list of names of persons who would be willing to accept the arbitrator's position, and the name of the party's nominee should an Arbitration Board be selected.
- (b) The parties herinto agree to the prompt and efficient handling of grievances that may from time to time require the extension of time limits specified; such mutual agreement shall not be unnecessarily withheld.

- 20.03** Upon receipt of such a notice, the party receiving the same shall:
- (a) Decide whether to appoint an Arbitration Board or single arbitrator to settle the difference.
  - (b) If it elects to appoint a single arbitrator and,
    - (1) If it accepts a person suggested as single arbitrator, notify the other party within (5) days of its acceptance of such an arbitrator.
    - (2) If it does not accept any of the persons suggested, notify the other party accordingly within (5) days and submit with such notice a list of persons that it is willing to accept as single arbitrator.
  - (c) If it elects to appoint an Arbitration Board, notify the other party accordingly and name its nominees to the Arbitration Board. The nominees to the Arbitration Board shall endeavour to agree to a person to be appointed as chairman of the Arbitration Board.
  - (d) If the parties are unable to agree to a person to act as single arbitrator within fifteen days of notification of the desire to submit a matter to Arbitration, or if the nominees to an Arbitration Board are unable to agree to a person to act as chairman within ten days of the last nominee being appointed, either party may request the Minister of Labour in writing to appoint the single arbitrator or Arbitration Board Chairman. The single arbitrator or Arbitration Board chairman shall, within (5) days of their appointment, schedule a hearing to resolve the matter in question.
- 20.04** Under the terms of this Agreement, a grievance is a complaint regarding:
- (a) An alleged violation of the Collective Agreement.
  - (b) An alleged contravention of the Collective Agreement.
  - (c) Unjust discipline.
- 20.05** The Arbitrator or Arbitration board shall have the power to determine all questions of arbitration and shall issue a decision which is final and binding on all parties, upon the parties and upon any Employee or Employer affected by it. Where both parties have agreed, together with the Arbitrator or Arbitration Board, to the procedure to be followed, no appeal as to the use of that procedure shall be taken.
- 20.06** The Arbitrator or Arbitration Board shall determine their/its own procedure but shall give full opportunity to all parties to present evidence and to make representation, the Arbitrators shall also have the power to relieve against non-compliance within the time limits or any other technicality or irregularity.
- 20.07** The Arbitrator or Arbitration Board shall determine the real issue in the dispute to the merits and make whatever disposition they/it deems just and equitable. The Arbitrator or Arbitration Board shall also provide reasons in writing for such decisions within twenty days from the date of the hearing of the grievance. However, except as permitted in the next clause, the Arbitrator or Arbitration Board shall not alter, amend, change, modify or extend the terms or conditions of the Collective Agreement.
- 20.08** If the Arbitrator by their award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not

contain a specific penalty for the infraction, that is the subject matter of the Arbitration, the Arbitrator may substitute/modify such penalty for the discharge or discipline, as to they seems just and fit in all the circumstances.

- 20.09** The Employer and the Union agree that the cost of the Arbitrator or Arbitration Board shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator or Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of \$300.00 per day for each nominee.
- 20.10** Notwithstanding Clause 20.09 above, the Arbitrator or Arbitration Board may exercise their/its discretion in an appropriate case to rule that the costs of the Arbitrator and/or Arbitration Board are shared equally.

#### **ARTICLE 21 - SAVING CLAUSE**

- 21.01** Should any Article, any provision or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.
- 21.02** Periodic conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.
- 21.03** It is further understood and agreed that any clause contained in this Agreement may be amended, altered or changed by mutual agreement between the parties signatory to this Agreement. It is expressly agreed that the parties may make such mutual changes at any time during the currency of the Agreement.

#### **ARTICLE 22 - METAL TRADES WORKER**

- 22.01** The following work may, at the discretion of the Employer, be performed by Metal Trades Workers at the wage rates provided in Clause 10.01 of this Agreement except for a newly hired Metal Trades Worker who will be paid at the wage rate of (50%) of the Journeyman Wage Rate for the first (1000) hours of work.
- (1) Each Employer may utilize a Metal Trades Worker to facilitate the unloading, handling, placing into stockpiles or bins, the piping, valves, fittings, and other components which will be fabricated into assemblies or formations and the loading of piping and materials on railroad cars, trucks, or open vehicles.
  - (2) The handling of piping to and through any furnaces and the tamping or packing process for the making of bends.
  - (3) The operation of all cranes, forklift trucks, trucks, and all other handling equipment
  - (4) Operation of all pre-heat and stress type furnaces of related equipment.
  - (5) Refacing of flanges or operations of a nature which must be performed on a drill press, lathe, boring mill or other machine tools.
  - (6) The manufacture of any products other than those normally accepted as pipe bends, pipe formations or welded pipe assemblies shall be considered as catalogue items (i.e., Metal Trades work).



- (7) All cutting, beveling, threading, bending and welding of pipe and other material to be used for, but not limited to, such products as light stanchions, handrails, directional signs, flag poles, pipe supports, vessels, tanks or other machinery and equipment.
- (8) All cutting and beveling connected with pipe assembly.
- (9) Grinding, cleaning, blasting, painting, plugging ends of valves, piping and other components.
- (10) Making and installing pipe and flange end protectors.
- (11) The operation of any equipment necessary to manufacture tanks, vessels, hoods, chutes, flumes, catalogue articles and products other than piping systems.
- (12) Maintenance work on shop equipment.
- (13) Hangers, supports, sleepers, stanchions, anchors, guides and embedded parts.
- (14) Work associated with fibreglass lay-up on fibreglass components other than pipe assemblies.
- (15) Chemical treatments such as, but not limited to, pickling, passivating and coating of pipe.
- (16) Tool crib, stockroom, warehousing and general cleanup work.

- 22.02** (a) Where a Metal Trades Worker is employed as a Supervisor in a Materials Handling or Warehouse environment, they shall be able to direct and discipline all journey persons and apprentices working under their supervision.
- (b) A letter will be provided to a Metal Trades Worker when they are laid off to provide a record of their hours so that they will not need to repeat their probationary period.

## **ARTICLE 23 - SUBCONTRACTING CLAUSE**

- 23.01** (a) The Employer agrees that they will not sublet or contract out any of the work coming within the scope of this Agreement, covering United Association trade jurisdiction unless the same is sublet to a contractor having an agreement with the union, or by agreement between the Business Manager of the Union and the Employer.
- (b) It is agreed between the parties that the subcontracting of painting, furnace relieving, and pipe bending are exclusions to this Article. In addition, the following listed structural supports are exclusions to this Article providing the tendered price of a United Association manufacturing facility are considered, and should the United Association shop be competitive every effort shall be made to give them the order:

Pipe Hangers	Trunnions	Anchors
Knee Brackets	Shoes	Guides
Dummy Legs	Stanchions	Lugs

**ARTICLE 24 - ENABLING**

- 24.01** Where an Employer working under the terms and conditions of this Agreement expresses the intention of tendering 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 alternate union, open-shop, or merit shop entity 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.
- 24.02** (a) To facilitate a prompt and timely negotiation process in response to the conditions described above becoming known to either or both parties to this Agreement, the following procedure will be followed:
- (b) The employer will forward an application for Enabling, through the offices of CLRA, to the Business Manager of Local Union 488. The application shall contain the following information:
- (1) Name of project for which enabling is requested.
  - (2) Name of Owner or Authority receiving tender.
  - (3) Time and date of tender closing.
  - (4) List of known competition for the work.
    - (i) Alternate Union
    - (ii) Non-Union
    - (iii) National U.A. Agreement signatories
    - (iv) Other Union (488) bidders
  - (4) Enabled Terms & Conditions requested from Enabling Schedule “A”
  - (6) The application shall be submitted at the earliest possible date.
- 24.03** Upon receipt of an application from an employer, through CLRA, the Business Manager or their designate will contact the CLRA representative and the employer making application, and together they shall attempt to agree on the enabled terms and conditions that will apply to the work. Once agreement has been reached the Business Manager or their designate will forward an approval through the CLRA representative to the applicable employer, indicating the enabled terms and conditions agreed to. In the event no agreement can be reached the Business Manager or their designate shall have the final authority to determine the enabled conditions that will apply, or to reject the application. In the event of a rejection of the employer’s application, the Business Manager or their designate shall so advise the employer(s) in writing in the manner described above for approval, on the prescribed forms.
- 24.04** All enabled conditions will be available to any signatory contractor bidding the work on which the enabled conditions apply. However, it is the sole and exclusive responsibility of each individual employer to submit their own application under all circumstances. Neither the CLRA representative nor the Business Manager or their designate shall be responsible to contact any employer who does not submit an application. Where applications are

submitted by more than one employer for the same work, and where enabled conditions are granted, the enabled conditions shall be identical for each employer.

- 24.05** (a) As provided above, terms, conditions and wages contained herein may be varied, altered, amended, or modified by the mutual agreement of the parties. Wherever possible the varied terms shall be taken from the appropriate schedule on Enabling Schedule “A” a copy of which shall be on file with each of the signatory employers, the Business Manager of the Union, and with the CLRA representative involved.
- (b) Enabling Schedule “A” shall not be attached to this Agreement but shall be deemed to be attached hereto.

## **ARTICLE 25 - INDUSTRY STANDARDS IMPROVMENT TRUST FUND (I.S.I.T)**

- 25.01** The amounts specified in the wage schedules in Clause 10.01 designated as “ISIT” shall be contributed by the employer for every hour that an employee covered by the terms of this Agreement is employed, as indicated in Wage Schedule Clause 10.01 of this Agreement. Contributions will be made on the basis of full or half hours. The amounts contributed shall be based on total hours earned including overtime.
- 25.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union(s) listing the names of employees, social insurance numbers and hourly contributions for each employee, and forwarded with a cheque in the required amount, on or before the 15th day of the month following the month for which such amounts have been withheld, to the “Industry Standards Improvement Trust Fund Trust Account” in care of Local Union 488.
- 25.03** In the case of failure of the Employer to forward the amounts contributed into the Fund on the due date, the Trustees in their joint names may take legal action against the Employer for the recovery of the amount due.
- 25.04** The liability of any Employer to the ISIT Fund shall be limited to their obligation to contribute and forward the amount stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.
- 25.05** There shall be a total of four (4) Trustees appointed to administer the ISIT fund appointed by Local Union 488, one of whom shall be the Chairman.

## **ARTICLE 26 - DURATION, TERMINATION AND AMENDMENTS**

- 26.01** This Agreement shall be in full force and effect as of June 7, 2021 and continue in full force and effect from year to year thereafter except as hereinafter provided.
- 26.02** (a) Should either party desire changes to this Agreement they shall give notice of such desire to the other party not less than (60) days or more than (120) days prior to the 30th day of April 2024 or any subsequent anniversary date.
- (b) Should such notice not be given pursuant to this Article then the Agreement shall remain in full force and effect yearly thereafter.
- 26.03** This Agreement comes into force on June 7, 2021 and shall remain in full force and effect until the 30th day of April 2024.

**26.04** When notice to negotiate has been given by either party, this Agreement shall continue in full force and effect during any period of negotiations until termination. This Agreement shall terminate upon the following event(s):

- (1) legal strike, or
- (2) legal lockout, or
- (3) the mutual agreement of the Parties.

**26.05** The Employer agrees that there shall be no lockout during the term of this Agreement. The Union agrees that neither they, nor their members, shall engage in or threaten to engage in, a strike, stoppage of work, slow down, work to rule, or other collective action, which would stop or interfere with the Employer's operations during the term of this Agreement.

## **ARTICLE 27 - CLRA INITIATIVES AND FEES**

**27.01** The employer shall remit to CLRA, the hourly fees set from time to time by the CLRA or its Board of Directors for RSAP/CM applicable to the fabrication and manufacturing shop, and the hourly fees set from time to time by the CLRA or its Board of Directors for the Construction Employee and Family Assistance Program for each hour worked by all bargaining unit employees employed pursuant to the Fabrication and Manufacturing Shop Collective agreement (currently, 6 cents and 4 cents respectively). These amounts and the required employee data shall be remitted to CLRA no later than the third week of the month in which the hours are worked, in the manner and with the forms required by CLRA.

Executed and signed, this \_\_ day of \_\_\_, 2021.

On behalf of the Employer:

On behalf of the Union:

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**NAME**  
**POSITION**  
**(INSERT COMPANY NAME)**

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**Rod McKay,**  
Business Manager, /Financial Secretary  
UA Local 488

## **APPENDIX A**

### **LETTER OF UNDERSTANDING**

**by and between**

**Fabrication & Manufacturing Shop Collective Agreement for  
(INSERT COMPANY NAME)**

**and**

**The United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the  
United States and Canada,  
AFL-CIO, CFL, Local Union #488, Edmonton, Alberta  
(the “Union”)**

#### **Re: Referral for Case Managed Aftercare**

**Whereas,**

An individual must be referred to a substance abuse expert following a failure to comply with the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the “Canadian Model”). Once the individual is assessed by a substance abuse expert, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert’s recommendations, entering into a post assessment agreement, and supporting compliance with prescribed aftercare.

After the Union becomes aware a member has violated the Canadian Model or tested non-negative on a site-access A&D test; the member must be assessed by a substance abuse expert and comply with the resulting recommendations as a condition of being eligible for future dispatches.

There are advantages to referring substance abuse expert recommendations to qualified third party professionals for administration on behalf of the Parties. Third party professionals are positioned to offer a higher level of:

- a) confidentiality,
- b) consistency, and
- c) expertise.

Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

**Now therefore, it is Agreed** between the Parties hereto that:

- 1) Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by RSAP Third Party Administrator. Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any collective agreement for which the Union is signatory. Substance abuse expert recommendations shall be shared with a contractor only if they are in respect to a current employee, one that has contravened Article 3 of the Canadian Model while in the employ of that Employer.
- 2) Service providers will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third-party providers who are responsible for administering substance abuse expert recommendations.
- 4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

**All of which is Agreed this \_\_ day of \_\_\_\_\_, 2021**

On behalf of the Employer

On behalf of the Union

per \_\_\_\_\_

per \_\_\_\_\_

**NAME**  
**POSITION**  
**(INSERT COMPANY NAME)**

**Rod McKay**  
Business Manager/Financial Secretary  
UA Local Union 488

## **APPENDIX B**

### **LETTER OF UNDERSTANDING**

#### **re: Rapid Site Access Program**

by and between

**Fabrication & Manufacturing Shop Collective Agreement for  
(INSERT COMPANY NAME)  
(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  
(the ‘Union’)**

#### **WHEREAS:**

- 1) The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.
- 2) The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- 3) Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the ‘*Canadian Model*’), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 4) Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.
- 5) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.
- 6) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.
- 7) In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.
- 8) Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

**NOW THEREFORE, IT IS AGREED** between the Parties hereto that:

- (a) Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
- (b) The Union's agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply.
- (c) Subject to (b) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered employers' organization and the Rapid Site Access Administrative Committee.
- (d) For Industrial work, the employer contributions shall be established by the CLRA and may be changed by the Board of Directors of Construction Labour Relations - An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. RSAP contributions shall be forwarded to Construction Labour Relations at #203 236-91 St. SW Edmonton, Alberta T6X 1W8. These contributions shall be used by CLRA to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
- (e) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

**All of which is Agreed this \_\_\_\_ day of \_\_\_\_, 2021**

On behalf of the Employer

On behalf of the Union

\_\_\_\_\_  
**NAME**  
**POSITION**  
**(INSERT COMPANY NAME)**

\_\_\_\_\_  
**Rod McKay**  
Business Manager/Financial Secretary  
UA Local Union 488



**APPENDIX C**

**LETTER OF UNDERSTANDING**

**Re: “Core Employees”**

by and between

**Fabrication & Manufacturing Shop Collective Agreement for  
(INSERT COMPANY NAME)  
(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  
(the ‘Union’)**

It is agreed that the number of UA Local Union #488 members comprising of the ‘core’ group of employees for the (INSERT COMPANY NAME) Fabrication Facility located at (INSERT FACILITY ADDRESS), shall be (INSERT NUMBER).

This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

**All of which is Agreed this \_\_\_\_ day of \_\_\_\_, 2021**

On behalf of the Employer:

On behalf of the Union:

\_\_\_\_\_  
**NAME  
POSITION  
(INSERT COMPANY NAME)**

\_\_\_\_\_  
**Rod McKay  
Business Manager/Financial Secretary  
UA Local Union 488**