



JVD Mill Services Inc.

-- and --

Construction, Maintenance & Allied Workers' Bargaining Council



DURATION: February 1, 2009 to April 30, 2011

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BETWEEN: JVD MILL SERVICES INC.  
("the Employer")

-and-

CONSTRUCTION, MAINTENANCE & ALLIED WORKERS BARGAINING COUNCIL  
("the Union")

ARTICLE 1      PURPOSE

1.01      The intent and purpose of this Part is to:

- a) set out certain terms and conditions which will apply to the Employees and the Employer;
- b) mutually recognize the respective rights, responsibilities and functions of the parties to this agreement;
- c) provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits;
- d) establish an equitable system for the promotion, transfer, layoff and recall of Employees;
- e) establish a just and prompt procedure for the disposition of grievances; and through the full and fair administration of all the provisions contained within this Part, to achieve a relationship among the Union, the Employer, and the Employees which will be conducive to their mutual well-being.

1.02      MUTUAL RESPONSIBILITIES

- a) It is in the mutual interest of the Employer and Employee, to provide for the construction of the projects affected by this agreement to further, to the fullest extent possible, the safety and physical welfare of the Employees, the economy of construction, the quality and quantity of construction, and the cleanliness of project worksites and protection of the owner's property.
- b) It is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of said conditions.
- c) It is also recognized by this Agreement to be the duty of the Employer to explain fully the terms of this Agreement to all its officers and others engaged in a supervisory

capacity and it is recognized to be the duty of the Union to explain fully to its members, its and their responsibilities and obligations under this Agreement.

- d) The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from discrimination and harassment.

### 1.03 EQUITY HIRE

- a) The Employer and the Union believe that every person has the right of equal opportunity based upon bona fide qualifications in respect of his or her trade, occupation or employment, or in respect of an intended occupation, employment, advancement or promotion, and the race, religion, colour, age, marital status, sexual orientation, ancestry, place of origin, union membership, or political belief of any person or class or group of persons shall not constitute reasonable cause for harm or punishment.
- b) The parties agree to work cooperatively to promote opportunities for local and aboriginal people on all projects.

1.04 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive Employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.

## ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent of all “Maintenance Boilermakers” in the bargaining unit, working in the Province of Alberta, as defined in existing ALRB certificates or by voluntary recognition agreement.

- All Maintenance, Boilermakers – Alberta Certification: #134-2008.

The Employer further recognizes the Union as the sole bargaining agent of all other Employees working in the Province of Alberta as defined in Article 2.02 and/or classified in Schedule “A” attached hereto and made part hereof.

2.02 This Agreement covers all Employees of the Employer when employed in Maintenance and Non-Construction as Journeymen, Boilermakers, Welders, Apprentices, Foremen and Helpers except Supervisors, Management, Office and Clerical personnel.

2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined in this agreement or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties. Without limiting the generality of the

foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

- 2.04 The wage rates and other provisions set out may be amended by mutual agreement for specific projects in order to enable the Employer to compete with non-union or other competition and/or with specific union project agreement rates. Any amendment under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

### ARTICLE 3 MANAGEMENT'S RIGHTS

3.01 Subject to the terms of this Agreement, the Employer's rights include:

- a) the right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its Employees; to discipline and discharge Employees for just cause;
- b) the right to select, hire and direct the working force and Employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend Employees; to select and retain Employees for positions excluded from the bargaining unit;
- c) the right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of Employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

3.02 The sole and exclusive jurisdiction over operations, building, machinery, equipment will be vested in the Employer.

3.03 When practical prior to subcontracting the Employer will discuss with the Union, the portion or portions of the project that the Employer wishes to sub-contract and the sub-contractors to be hired to do such work.

## ARTICLE 4     UNION REPRESENTATION

### 4.01     STEWARDS

For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- a) The Union has the right to select or appoint stewards to assist the Employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. The Union shall notify the Employer of the appointment of all Job Stewards;
- b) Job Stewards shall be recognized on all projects and shall not be discriminated against for doing their work. The Employer shall provide a Job Steward with sufficient time to carry out his duties.

In general the number of stewards will be determined as follows:

- i) when there are fifty (50) or less Employees – one (1) steward;
  - ii) over fifty (50) Employees, but less than one hundred (100) – two (2) stewards;
  - iii) for every hundred (100) beyond one hundred (100) - least one (1) additional steward. More stewards may be added by mutual agreement;
  - iv) the Employer and union will mutually agree when a chief steward is implemented.
- c)
    - i) Stewards will receive the hourly premium as set out in Schedule 'A'. the Union will advise the Employer in writing the name (s) of the steward (s).
    - ii) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Where possible, the Employer will notify the Union prior to layoff if a Steward is affected by a planned lay off.
    - iii) When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards and resident members of the project local. Notwithstanding the foregoing, such preference shall not supercede the right to continued employment which applies to exempt Employees employed on the project.
    - iv) the Union shall have a Steward appointed on site at all times.

d) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that as such, will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievance, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld. The Employer will pay stewards at their regular hourly rate for time spent attending such duties during their working hours.

#### 4.02 REPRESENTATIVES

- a) Duly appointed Representatives of the Union are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the Employees collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name (s) of its duly appointed Representative (s).
- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:
  - i) The Union Representative will identify himself to the job Supervisor upon arriving at a job site.
  - ii) The Union Representative will not interfere with the progress of work.
- c) There will be no Union activity on the Employer's premises during working hours, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

#### 4.03 THE EMPLOYER

The Employer may meet periodically with his Employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the Employees. A Union representative will be informed in advance of such meetings and may attend such meetings.

#### 4.04 NEGOTIATING COMMITTEE

The Union has the right to appoint a Negotiating Committee. Employees to a maximum of four (4) on the committee will be paid by the Employer to a maximum of forty (40) hours per Employee, at their regular straight-time hourly rates for all time spent on negotiating the collective agreement and wage and benefit reviews with the Employer, whenever this takes place during the regular working hours of the Employees concerned.

## ARTICLE 5      STRIKES OR LOCKOUTS

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its Employees or deliberately restrict or reduce the hours of work.

## ARTICLE 6      EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 a) The Union and the Employer will cooperate in maintaining a desirable and competent labour force.
- b) The Employer shall give preference to qualified Union members who are able to meet the requirements of the job. The Employer shall contact the Union prior to the commencement of work, to determine which members are available for work. The Employer endeavours to work with the Union to maximize the use of current Union members, Foreman and General Foreman excepted. This process will be determined and outlined for each project in the Pre-Job conference.
- c) The Union and the Employer agree to a local hiring preference. The Union shall inform the Employer of available and qualified local Union members who shall be hired prior to other Union members.
- d) If the Union is unable to supply qualified workers the Employer may hire from outside the Union membership. Such workers shall join the Union within thirty (30) days and remain a member in good standing of the Union as a condition of continuing employment.
- 6.02 If applicable and subject to 6.01 b), the Employer and the Union agree to give preference to permanently laid-off tradespersons of the Union's in-plant bargaining unit. Such Employees shall be employed in the same trade as they were formerly employed in the Union's in-plant bargaining unit, provided that trade is listed in Schedule A. Members employed pursuant to this clause shall be entitled to the rights and conditions of this Agreement.
- 6.03 If applicable and subject to 6.01 b) the Employer and the Union agree to give preference to permanently laid off production workers of the Union's in-plant bargaining unit.

Members employed pursuant to this clause shall be entitled to the rights and conditions of this Agreement and shall be paid not less than the rate of the Construction Labourer as outlined in Schedule A. At no time shall these Employees receive travel or accommodation allowance.

6.04 If applicable and subject to 6.01 b) the Employer and the Union agree to negotiate hiring conditions suitable for temporarily laid-off tradespersons and production workers of the Union's in-plant bargaining unit. These negotiations are to be determined at the Pre-Job Conference.

6.05 PRE-JOB CONFERENCE

a) The Employer shall notify the union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference shall be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

b) A copy of the pre-job conference report shall be provided to the Employer, the Union and the Job Steward (s).

6.06 Subject to Article 6.01, the Employer shall not discriminate against any Employee because of Union membership or lack of it, and shall inform all new Employees of the contractual relationship between the Employer and the Union. Before commencing work, or as soon as reasonably possible after commencing work, new Employees shall be referred by the Employer to a Union steward or Representative in order to describe the Union's purpose and representation policies to such new Employees.

6.07 The Union agrees that it shall make membership in the Union available to all Employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

6.08 New Employees will be hired on a sixty (60) calendar days probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary Employee is at the absolute discretion of the Employer and that it will not be the subject of a grievance or arbitration.

6.09 Probationary Employees are covered by the Agreement, excepting those provisions which specifically exclude such Employees.

6.10 Employees laid off for a period longer than six (6) months and recalled by the Employer will re-serve a new probationary period. An Employee who quits or is terminated for just cause and is rehired will serve a new probation period.

## ARTICLE 7      UNION DUES

- 7.01    The Employer will deduct from each Employee's pay the amount equal to Union dues and where applicable an amount equal to Union dues arrears. The total amount deducted will be remitted to the Union fifteen (15) days following the end of each month together with an itemized list of the Employees for whom the deductions are made and the amount deducted for each. The Union and the Employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.02    The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.
- 7.03    The Employer will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes and terminations. The name, address, date of hire, and classification of new Employees will be provided to the Union once monthly.

## ARTICLE 8      WAGE & AREA RATES OF PAY

- 8.01    Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A" as appropriate to the work.
- 8.02    Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon such wage rates either party may apply directly for arbitration under Article 22.
- 8.03    SHOW UP TIME
- a)    An Employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at his prevailing hourly rate. The Employee will also receive his full accommodation allowance if and when applicable.
- b)    Proper notification in the case of a camp is at breakfast time and notices are posted on the kitchen bulletin board.
- 8.04    STARTING WORK

An Employee who starts work and is prevented from completing his normal work day will receive a minimum of four (4) hours pay at his prevailing hourly rate. The Employee will also receive his full accommodation allowance if and when applicable.

- 8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected Employees in another classification at the rate of pay of their usual specified classification provided the Employee is qualified to do the required work.
- 8.06 If the shortage of work is for a period longer than the day outlined in Article 8.05 above, the Employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The Employee will be paid the rate for the new classification. This will be recorded in writing signed by the Employer, the Employee and the job steward.
- 8.07 All references to base wage rate will be deemed to have additional premiums for General Foremen, Foremen, lead hands, and stewards.
- 8.08 Any Employee who works beyond the mid-shift lunch break, and is sent home by the Employer shall be paid for a minimum of 8 hours at their prevailing rate.

## ARTICLE 9 HOURS OF WORK & OVERTIME

- 9.01 A normal daily shift of ten (10) hours shall constitute a normal day's work beginning at 7:00 am and ending by 5:30 pm. The normal workweek shall be forty (40) hours.

Unless otherwise agreed to at a Pre-Job Conference, the Employer may vary the start/quit times by changing the scheduled starting time up to two (2) hours at his option.

Variances beyond two (2) hours shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

- 9.02 Starting time shall be at an area designated by the Employer.
- 9.03 Notwithstanding the normal work week generally consists of forty (40) straight time hours per week, the Shift Cycles noted below will apply, and overtime will be paid as noted in each shift cycle below. Employees will be paid overtime at the rate of 1.5 times the Employee's base wage rate for all overtime hours.

All unscheduled overtime shall be voluntary.

#### 9.04 SHIFT CYCLES

The Employer will define the shift cycle for each project as agreed to in the Pre-Job conference report.

a) Shift Cycle 1 – 4 days of 10 hours, followed by 3 days off

Day	1	2	3	4	5	6	7
Straight Time	10	10	10	10	0	0	0
Overtime	0	0	0	0	0	0	0

b) Shift Cycle 2 – 5 days of 10 hours, followed by 2 days off

Day	1	2	3	4	5	6	7
Straight Time	8	8	8	8	8	0	0
Overtime	2	2	2	2	2	0	0

c) Shift Cycle 3 – 10 days of 10 hours, followed by 4 days off

Day	1	2	3	4	5	6	7
Straight Time	8	8	8	8	8	8	8
Overtime	2	2	2	2	2	2	2

Day	8	9	10	11	12	13	14
Straight Time	8	8	8	0	0	0	0
Overtime	2	2	2	0	0	0	0

d) Shift Cycle 4 – 14 days of 10 hours, followed by 7 days off

Day	1	2	3	4	5	6	7
Straight Time	6	7	7	7	7	7	7
Overtime	4	3	3	3	3	3	3

Day	8	9	10	11	12	13	14
Straight Time	7	7	7	7	7	7	6
Overtime	3	3	3	3	3	3	4

Day	15	16	17	18	19	20	21
Straight Time	0	0	0	0	0	0	0
Overtime	0	0	0	0	0	0	0

- 9.05 Scheduled breaks will include a Sunday whenever possible.
- 9.06 The Employer will attempt to distribute unscheduled overtime work as evenly as possible among Employees who normally perform the work and who indicate they wish to work overtime.
- 9.07 Any amendments to hours of work and overtime will be noted on the pre-job conference report.
- 9.08 The provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than as stipulated in Articles 9.01 and 9.03.

9.09 COFFEE BREAKS AND MEAL PERIODS

- a) There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift.
  - b) Employees will be given an unpaid meal period of 1/2 hour per ten (10) hour shift and such period will not be considered as time worked.
  - c) Employees required to work beyond ten (10) hours in a day will be provided with an additional coffee break of fifteen (15) minutes.
  - d) If Employees are not scheduled, but are required to work beyond twelve (12) hours in a day, the Employer will provide a meal period of 1/2 hour paid at straight-time and a meal for the Employees. If the Employer is unable to provide a meal it will pay each Employee twenty (\$20.00) in lieu of the meal.
- 9.10 Provided the Employee notifies the Employer at the time of hire the Employer agrees to respect the Employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

9.11 SHIFT PREMIUMS

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Employee who is employed on a night shift. Such shift premium shall be paid in accordance with the following schedule:

Day Shift: No Shift Premium  
 Night Shift: Any shift which commences after 5:30pm.

Overtime on the night shift shall be payable as per the shift cycles in 9.04.

## ARTICLE 10     LAY-OFFS

- 10.01 The Employer will give the Employee four (4) hours notice of layoff. Four hours (4) paid may be given in lieu of notice.
- 10.02 The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 10.03 The Employer agrees to notify the Union office of the names of Employees laid off within the pay period of the date during which the layoff occurred, together with the Employee's classification and latest available phone number.
- 10.04 The Employer agrees that where an Employee is laid off while at home on their turnaround, the Employer will return the Employee's belongings to their home address at no cost to the Employee in a timely manner.

## ARTICLE 11     VACATION & VACATION PAY

- 11.01 All Employees will be entitled to receive an amount equal to six (6%) percent of their base wage rate for all scheduled hours worked in vacation pay.
- 11.02 Vacation Pay will be paid to Employees on each paycheque.
- 11.03 The Employer will consider vacations at the times requested considering business requirements.

## ARTICLE 12     HOLIDAYS & HOLIDAY PAY

- 12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their base wage rate for all scheduled hours worked in lieu of the following holidays:
- New Year's Day, Family Day, Good Friday, Easter Monday,  
Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day,  
Remembrance Day, Christmas Day and Boxing Day.
- 12.02 Employees required to work on one of the above holidays will receive overtime pay at time and a half for all hours worked in addition to the holiday pay outlined in Article 12.01. Employees retain the right to refuse employment, scheduled or unscheduled, on the Statutory Holidays named in Article 12.01 without penalty.
- 12.03 Holiday Pay will be paid to Employees on each paycheque.

## ARTICLE 13     TRANSPORTATION, TRAVEL & ACCOMMODATION

### 13.01     PREAMBLE

- a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this Article, is to provide a fair means of compensating Employees for additional travel and accommodation expenses they incur while working on jobsites beyond a reasonable distance from their residence.
- b) For the purposes of this Agreement, the Employer's base of operations is defined as the centre of Edmonton and Calgary, or the job site. The base of operation will be determined at the pre-job conference.
- c) For selected job sites with peculiar geographic circumstances, the Employer and the Union, by mutual agreement may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the job site and will be put into writing and signed by a representative of the Employer and the Union.

### 13.02     LOCAL RESIDENTS AND TRAVEL AND ACCOMMODATION ZONES

- a) Transportation and accommodation zones of fifty-five (55) road kilometres and an eighty (80) kilometre radius are established from the Employer's base of operations.
- b) A bona fide local resident will be defined to mean any person residing within an eighty (80) kilometre radius of the project and has resided within such distance of the site for a period of not less than thirty days prior to the commencement of the project.

### 13.03     DAILY TRAVEL

- a) Local residents (as defined in Article 13.02 b)) residing within fifty-five (55) road kilometres of the job site shall not be entitled to receive daily transportation expense, initial and return transportation expense, room and board or subsistence, or camp accommodations, or rotational leave provisions.
- b) Local residents residing between fifty-five (55) road kilometres and the eighty (80) kilometre radius of the job site shall not be entitled to receive initial and return travel time or expense, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a transportation expense of an amount to be determined at the Pre-Job Conference, each way to cover transportation expense for each day worked.

- c) There will only be daily travel beyond the eighty (80) kilometres radius upon the mutual agreement of the parties.
- d) When the Employer provides transportation to the jobsite, there is no daily travel allowance.

#### 13.04 INITIAL/SHIFT TRAVEL ALLOWANCES

- a) For projects whose base of operations is defined as Calgary or Edmonton there is no initial or shift Travel Allowances.
- b) For projects whose base of operations is defined as the job site, the initial and shift travel allowances will be agreed to at the pre-job based on the following criteria:
  - i) travel allowances will be paid for all Employees whose permanent residence is outside the eighty (80) kilometre radius of the job site;
  - ii) initial travel allowance will be paid from the Union's Edmonton office to the job site. This travel allowance will be paid for the beginning of the project, and again if the Employee is laid-off and recalled to the same project. Employees who quit or are terminated for just cause within twenty-one (21) days of their start date, will not be entitled to initial travel allowance. If the Employer has paid the Employee the initial travel allowance the Employer may deduct the initial travel allowance from the Employee's final paycheque;
  - iii) the Employee will also receive return travel allowance for every completed shift cycle, as defined in the Pre-job form for the project. An Employee whose permanent residence is within the 80-500 kilometre radius will receive one-hundred dollars (\$100.00) per completed shift cycle. Employees whose permanent residence is beyond the 500 kilometre radius will receive two-hundred dollars (\$200.00) per completed shift cycle. Justifiable reasons for absences will be accepted.
  - iv) the travel allowance earned as noted in iii) above, will be paid on the Employee's following paycheque.
  - v) if the Employer provides transportation to the jobsite, there shall be no initial or shift travel allowances.

#### 13.05 ACCOMMODATION ALLOWANCE

- a) For projects whose base of operations is defined as Calgary or Edmonton no accommodation allowance will be paid.

- b) No accommodation allowance shall be paid for Local Residents as defined in Article 13.02.
- c) For projects whose base of operations is defined as the job site, accommodation allowance will be paid for all Employees whose permanent residence is beyond eighty (80) kilometres from the job site.
- d) Daily accommodation allowance will be eighty-five dollars (\$85.00) per day worked plus one unless otherwise agreed by the parties subject to Article 2.04.
- e) Employees receiving accommodation allowance will not be entitled to daily travel allowance unless the Employer and Union agree that there is no accommodation available within the fifty-five (55) kilometres from the job site. Employees in this situation, who provide their own transportation, will receive a daily travel allowance determined in the Pre-Job Conference.
- f) Where camp accommodations are provided, accommodation allowance will not be paid.
- g) The Employer agrees that when Employees are required to stay in camp accommodations, that does not have a camp committee, the Employer will establish such a committee.

#### 13.06 Travel Time

- a) On all projects, regardless of accessibility or isolation, where an Employee transports an Employer's vehicle to the job, such Employee will be paid their regular rate of pay for actual time traveled. Such Employees will not receive duplicating travel allowance.
- b) On all projects, regardless of accessibility or isolation, where an Employee's classification requires the use of their own vehicle in the performance of their duties, such Employee will be paid at their regular rate of pay for actual (reasonable) time traveled from the point of hire to the project and return.

#### 13.07 TRANSFERS

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.02, 13.03 and 13.04.

#### 13.08 TURNAROUNDS

During the course of a project the work schedule may provide for turnaround periods to allow Employees reasonable time off. This time and cost reimbursement will be subject to agreement by the Employer and Union at the pre-job conference.

## ARTICLE 14     UNION-MANAGEMENT COMMITTEE

- 14.01 a) In order to build a cooperative relationship between the Employer, the Union and the Employees, agree to schedule Union-Management meetings on each project. The meeting will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement. The areas for discussion will include but not be limited to:
- (i) hiring policies;
  - (ii) discipline and discharge policies;
  - (iii) training and promotion;
  - (iv) safety measures;
  - (v) matters that affect the working conditions of the Employees.
- b) The Employer and the Union will each appoint representatives to the Union-Management Committee. Minutes will record the business of each meeting, and copies will be distributed as the committee determines.
- 14.02 An Employee, attending the Union-Management meetings during regular working hours, will be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty-five dollars (\$25.00) to an Employee for each meeting attended.
- 14.03 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

## ARTICLE 15     HEALTH AND SAFETY COMMITTEE

- 15.01 a) The Health and Safety Committee is directed to matters concerning the correction of unsafe conditions and practices and the Maintenance of the cooperative interest in the safety of the workforce. Minutes will record the business of each meeting, and copies will be distributed as the committee determines.
- b) At it's discretion, the Health and Safety Committee will make inspections of all job sites.

- 15.02 The Employer and the Union will each appoint representatives to the Health and Safety Committee. At least one Union steward will be selected to the Health and Safety committee.
- 15.03 a) The Employer agrees to make practicable provisions for the safety and health of its Employees on its job sites and shop during the hours of their employment. Such provisions will be made known to all Employees at the time of hire.
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
- c) It is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- 15.04 An Employee who is injured on the job during working hours and is required to leave for treatment for such injury, will receive payment for the remainder of his daily shift.
- 15.05 An Employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an Employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility (within Alberta, British Columbia or Saskatchewan) near the Employee's home at no cost to the Employee.
- 15.06 Following a serious accident or an incident which could have resulted in a serious accident the Health and Safety Committee will convene as soon as possible to review the Employers investigation and report to the Union.
- 15.07 LIGHT DUTY WORK PROGRAMS
- a) If an Employee is injured on the job and requires medical attention the Employee may be entitled to Light Duty Work and he will inform the attending Physician of the same.
- b) The Employer will inform the Physician of the types of light duty work which may be available to the Employee and will make the same available to the Employee with the Physician's approval.
- c) The Employer will inform the Union office of all Employees who are assigned to light duty work.
- 15.08 SAFETY AWARD

- a) Safety Awards will be based on eight (8) week time periods beginning at the start of the project. There will be two (2) components to the safety awards.
  - i) One is an individual award and the other a crew award. Both awards will be paid on the first pay period following the completion of the eight (8) week time periods.
  - ii) The crew award will be paid if there was a no lost time accident or medical aid involving the Employer's workforce on the project during the eight (8) week time period.
  - iii) The individual award will be paid if the individual had a no lost time accident or medical aid on the project during the eight (8) week time period.
  - iv) Both awards are defined in Schedule "A".
  
- b) Employees who are terminated for just cause or who quit prior to the completion of the project are not eligible to receive safety award payments.

## ARTICLE 16     HEALTH AND WELFARE FUNDS

- 16.01 The Employer will pay the amount as set out in Schedule A for all scheduled hours worked for each Employee towards the Union's Health and Welfare Fund. No amount of these payments will be deducted from an Employee's wages. The total amount will be remitted to the Union fifteen (15) days following the end of every month together with an itemized list of the Employees for whom the remittances are made and the amount remitted for each.
  
- 16.02 It is the responsibility of each Employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and neither the Union nor the Employer have any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the Employee, beyond the obligations specifically stipulated in this Agreement.

## ARTICLE 17     PENSION PLAN

- 17.01 The Union will establish a pension plan for the benefit of the Employees.

- 17.02 The Employer will make contributions to the pension plan or trust account for the benefit of each Employee in the amounts set out in Schedule A for all hours worked by the Employee.
- 17.03 At the time the contributions are made, the Employer will provide a list of Employees for whom the amounts are being remitted, the amounts remitted for each Employee, and such other information as the administrator or trustee of the pension plan or trust account may reasonably require. The total amount will be remitted to the Union fifteen (15) days following the end of each month together with an itemized list of the Employees for whom the remittances are made and the amount remitted for each.

**ARTICLE 18      APPRENTICESHIP AND TRAINING, HUMANITY, AND ADMINISTRATION FUNDS**

- 18.01 The Employer will contribute an amount for all scheduled hours worked by their Employees as defined in Schedule A to the Union's Apprenticeship and Training Fund.
- 18.02 The Employer will contribute an amount for all scheduled hours worked by their Employees as defined in Schedule A to the Union's Humanity Fund.
- 18.03 The Employer will contribute an amount for all scheduled hours worked by their Employees as defined in Schedule A to the Union's Administration Fund. This fund will be used by the Union to fulfill its obligations to Employees and Employers in respect of this Agreement.
- 18.04 The total amounts will be remitted to the Union fifteen (15) days following the end of each month together with an itemized list of the Employees for whom the remittances are made and the amount remitted for each.

**ARTICLE 19      TOOLS**

- 19.01 Where so instructed and required, tradesmen will supply their own tools common to their trade. All other tools will be provided by the Employer.
- 19.02 The Employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.
- 19.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

- 19.04 The Employer shall provide suitable clean and enclosed sanitary facilities, and as soon as job conditions permit, chemical or flush toilets, urinals, and washbasins.
- 19.05 Where no running tap water is available, fresh cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.
- 19.06 There shall not be any task work or piecework on projects covered by this Agreement, notwithstanding this clause bonusing of work performance will be permitted.

## ARTICLE 20 PROTECTIVE EQUIPMENT

- 20.01 All Employees will wear safety hats to be made available by the Employer.
- 20.02 All Employees will wear safety shoes where required, furnished by the Employee.
- 20.03 The Employer will furnish Employees with safety equipment (including gloves, safety glasses and fire retardant coveralls if required) and rain gear if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The Employees will be held responsible for loss or improper maintenance of Employer furnished items. The Employer will provide for the cleaning of the fire retardant coveralls.

### 20.04 PRESCRIPTION SAFETY EYEWEAR

The Employer agrees to reimburse any Employee fifty percent (50%) of the cost of prescription safety glasses (contact lenses are not eligible) up to \$250.00 according to the following criteria:

- a) The Employee must provide a copy of the prescription and receipt for the glasses.
- b) The Employee must have worked 1200 hours with the Employer for the first reimbursement.
- c) For any subsequent reimbursement the Employee must have worked an additional 4000 hours from the last time reimbursed.

## ARTICLE 21 LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 21.01 The Employer may grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the Employee, for the following reasons:
- a) Marriage of the Employee;

- b) Sickness of the Employee or Employee's immediate family;
  - c) Union activity other than this establishment.
  - d) Death of a family member not outlined in Article 21.02
- 21.02 An Employee will be granted up to a three (3) day leave of absence with pay, at his regular straight time hourly rate, to make arrangements for and to attend the funeral of the Employee's spouse, common law spouse, child, parents, parents in law, brother, sister, grandchildren or grandparents. Such pay will be for time actually taken away from the jobsite. Further time may be granted by mutual agreement between the Employer and the Employee. To receive such pay the Employee must return to work unless notified during the leave of a layoff.
- 21.03 Employees working in remote areas shall be eligible for a leave of absence for authentic compassionate reasons. Such leave will be by mutual agreement between the Employee and the Employer, whereupon the member will receive his return fare if work is available.
- 21.04 Following a leave of absence Employees who fail to report back for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.

## ARTICLE 22 GRIEVANCE PROCEDURE

### 22.01 PREAMBLE

It is mutually desired and intended by the Union and the Employer that any dispute or complaint arising out of the interpretation of this agreement will be communicated by the Employee to their supervisor in order to provide an opportunity for discussion and timely resolution, prior to the issue becoming a grievance. If an Employee is not satisfied with the resolution offered by their immediate supervisor they may then initiate a grievance.

- 22.02 "Grievance" means any difference by the persons bound by this Agreement regarding the interpretation, application, operation, or any alleged violation of the Agreement, including discharge for cause alleged to be unjust by the Union; "Party" means one of the parties to this Agreement. Discharge shall not include layoff of Employees for reason of project efficiency or reduction of forces on suspension or completion of work.
- 22.03 No grievance will be entertained by either party, or an arbitrator, unless instituted by the aggrieved party within fifteen (15) working days of its occurrence, unless a grievance arises out of an alleged unjust discharge, in which case, it must be instituted within fifteen (15) working days of its occurrence. An occurrence shall be each day an alleged violation continues. (The above time limits do not apply to wage claims.)

- 22.04 The job steward or business agent shall first discuss the grievance with the Foreman or superintendent, and, if mutually agreed, their decision shall be final. An Employer shall first discuss the grievance with the business agent.
- 22.05 Failing settlement within ten (10) calendar days of a grievance, the particulars thereof, shall be set out in writing by either party, and shall be delivered to the other party. They shall confer upon the matter forthwith, and if they agree, their decision shall be final.
- 22.06 If the grievance is not settled, pursuant to the above paragraphs within ten (10) calendar days or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons composed as follows:
- 22.07 The party desiring arbitration shall appoint a member to the Board, notify the other party of its appointment, in writing, and supply the particulars of the grievance in dispute.
- 22.08 The party receiving the notice shall appoint a member of the Board within five (5) calendar days and notify the other party of the appointment.
- 22.09 The two (2) arbitrators so appointed, shall confer to select a third person to act as chairperson. The chairperson shall be selected within five (5) calendar days of the appointment of the two arbitrators being appointed, and will be one of the persons named in this agreement or as may be mutually agreed.
- 22.10 The Arbitration Board shall hear the parties, establish whether the grievance is properly before them, determine if the matter is arbitrable, settle the terms of question to be arbitrated, and make its award within five (5) days of appointment of the chairperson, except when the time is extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties, and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.
- 22.11 The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their appointees, and one-half the expenses of the chairperson.
- 22.12 One of the following arbitrators shall act as chairperson for any arbitration board(s) that may arise throughout the term of the Agreement, or another chairperson(s) as may be mutually agreed upon:

Andy Sims  
John Moreau

Tim Christian  
Vince Ready

22.13 ALTERNATIVE METHODS OF RESOLUTION

Notwithstanding any/all contrary provisions of Article 22, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator), in which case the associated fees and

expenses of such alternative process shall be borne equally by the parties to the grievance.

#### 22.14 UNION REPRESENTATIVE

It is understood that in all discussions concerning grievances, any Union Representative may accompany the Union in their meeting and the Union Representative may call upon members of the Union or any other Employee to accompany them in their meetings with Employer's officials.

### ARTICLE 23 DISCIPLINARY ACTION

23.01 An Employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

- a) the refusal by an Employee to abide by Safety Regulations;
- b) the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- c) the refusal by the Employee to abide by the requirements of the Employer's clients;
- d) the refusal by the Employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

### ARTICLE 24 APPRENTICES

24.01 All references to Apprentices shall be governed by the Regulations and of the Apprenticeship Act excepting wage rates as they affect the respective trade.

24.02 Apprentices shall be paid on a percentage of the basic Journeyman rate as follows:

Four Year Schedule: First Year - 60%; Second Year - 70% ; Third Year - 80%; Fourth Year - 90%.  
Three Year Schedule: First Year - 70%; Second Year - 80%; Third Year - 90%.  
Two year Schedule: First Year - 80%; Second Year - 90%.

24.03 All Apprentices employed under the terms of the agreement shall be members in good standing of the union.

24.04 The maximum ratio of Apprentices to journeymen on the job will be one Apprentice to one journeyman, unless otherwise required by government legislation. This ratio may be amended by mutual agreement in the pre-job conference or through some other written agreement.

- 24.05 All Apprentices shall work with the tools of the trade and shall be under the supervision of a journeyman.
- 24.06 The Employer shall give preference of re-employment to an Apprentice following an assigned session of vocational school, if work is available.

## ARTICLE 25 GENDER CLAUSE

- 25.01 Where the masculine gender is used in this Agreement it will be considered to include the feminine gender.

## ARTICLE 26 DURATION

- 26.01 This Agreement will be effective on February 1, 2009 up to and including April 30, 2011 and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.
- 26.02 There will be no change to the current Provincial wages until September 30, 2009. New wage schedules will be mutually agreed upon by the Union and the Employer.
- 26.03 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement. Until a new agreement has been concluded all provisions in this Collective Agreement will remain in full force and effect.
- 26.04 Before any negotiations have taken place the parties may by mutual agreement accept the provisions of the following:
- Should negotiations fail, and the parties have fulfilled all the requirements of the Alberta Labour Relations Code, and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.
- 26.05 It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full

force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

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DATED at Edmonton, Alberta, this \_\_\_\_ day of \_\_\_\_\_, 2009.

Signed on behalf of JVD Mill Services Inc:

Signed on behalf of Construction,  
Maintenance & Allied Workers  
Bargaining Council:

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Jan Noster, President

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Pat Haggarty, Secretary-Treasurer



SCHEDULE A

Schedule “A” Notes

a) Premiums:

Lead Hand	105% (of Journeyman base rate)
Foreman:	115% of Journeyman Rate
General Foreman:	125% of Journeyman Rate
Shift Premium (Article 9.11)	\$4.00 /hour
Crane	\$0.20/10 ton for 66+ton
Crane – Friction, Brake & Clutch System	\$0.50/hour
Chief Steward	\$2.50 /hour
Steward (with documentation)	\$1.50 /hour
Steward (without documentation)	\$1.00/hour
Alloy Welder	- Stainless \$2.00 /hour
	- Chrome \$3.00/hour
	- Titanium \$4.00/hour
First Air Ticket with CPR	\$0.25 /hour
Advanced First Aid	\$0.50 /hour
Leadership for Safety Excellence	\$0.25 /hour
Construction Safety Officer (ACSA) (Includes First Aid Ticket premium and LSE)	\$1.00 /hour
Construction Safety Officer (ACSA) (Includes Advanced First Aid Ticket premium and LSE)	\$1.25 /hour
Multi-Skilling Bonus:	\$1.00 /hour

b) Safety Award: As per Article 15.08

15.08 a)	ii) Crew	\$0.75 /hour for all hours worked
	iii) Individual	\$0.75 /hour for all hours worked

c) At no time will the rate of an Apprentice or Helper be paid less than \$19.16 base rate per hour.

d) Accommodation Allowance:

To be determined at the Pre-Job Conference.

- e) The wage rates and other provisions set out in the Schedule “A” may be amended by mutual agreement between the Employer and the Union (Subject to Articles 2.03 and 2.04).
- f) The wage rates stipulated in this Agreement will be subject to further negotiations if there is a general increase in the industry. Either party may request that negotiations commence by giving notice in writing. Once notice has been given the parties agree to meet within thirty (30) days.
- g) The Employer and the Union may agree to reasonable partial subsistence allowances where the Employee elects to commute to his place of residence or supplies his own living accommodation.
- h) When a statutory holiday occurs during the week, overtime will be paid for all hours in excess of thirty-two (32) hours.
- i) Rig Rate and Sub Contractor Provisions: The provisions of Articles 9, 11 and 12 do not apply to Employees paid the “Welder with rig” rate. The rate specified includes overtime, vacation and statutory holiday pay.

All subcontractors are required to remit to the Union, such dues and contractual fees as prescribed by the Union.

The Employer agrees to deduct such dues and remittances from the Subcontractor’s invoices and remit them to the Union on their behalf as per Articles 7, 16, 17, and 18.

- j) Daily / Initial and Shift Cycle Travel Allowances  
To be determined at Pre-Job Conference.

Schedule 'A-1'  
 JVD Mill Services Inc  
 Classification and Base Hourly Wage Rates  
 to: September 30, 2009

Journey Person	Base Wage	Vac Stat	H&W	Pension	Appren. Training	CEP Humanity	Admin Fund	Total
		10%	\$ 2.55	\$ 2.34	\$ 0.21	\$ 0.01	\$ 0.24	
Boilermakers	\$ 36.11	\$ 3.61	\$ 2.55	\$ 2.34	\$ 0.21	\$ 0.01	\$ 0.24	\$ 45.07
Welder	\$ 34.25	\$ 3.43	\$ 2.55	\$ 2.34	\$ 0.21	\$ 0.01	\$ 0.24	\$ 43.03
Welder, B Pres	\$ 36.11	\$ 3.61	\$ 2.55	\$ 2.34	\$ 0.21	\$ 0.01	\$ 0.24	\$ 45.07

