

COLLECTIVE AGREEMENT

BETWEEN

**ELECTRICAL CONTRACTORS ASSOCIATION OF ALBERTA
17725 – 103 AVENUE
EDMONTON, ALBERTA
T5S 1J2**

AND

**LOCAL UNION 424 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
CENTRE 424, 4232 - 93 STREET,
EDMONTON, ALBERTA
T6E 5P5**

EFFECTIVE DATE: March 26, 2023

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ARTICLES OF AGREEMENT

BETWEEN:

The Electrical Contractors Association of Alberta (Hereinafter referred to as the Association) for and on behalf of those entire Member Employers and other Employers enumerated on Registration Certificate No. Fifty Two (52), including such additions and deletions to the Registration Certificate as authorized by the Labour Relations Board under the authority of the Labour Relations Code, and all Electrical Contractors within the Province of Alberta who execute, accept or are bound by this Agreement (Hereinafter referred to as the Employer).

AND:

Local Union 424 of Edmonton, Alberta, of the International Brotherhood of Electrical Workers (Hereinafter referred to as the Union).

GEOGRAPHIC JURISDICTION

Electrical Contractors Association of Alberta

It is agreed that the geographic jurisdiction of the ECAA is not subject to negotiation but is established solely within ECAA's Bylaws and the Registration Certificate issued under the Labour Relations Code of Alberta.

International Brotherhood of Electrical Workers

It is understood that the geographic jurisdiction of the Local Union is not subject to negotiation but is established solely within the IBEW. The present jurisdiction of the Local Union is as listed:

IBEW Local Union 424

Work performed within the Province of Alberta and in the Northwest Territories.

PURPOSE

The Parties hereto do enter into and establish the following wage schedules and conditions of employment for the purpose of maintaining harmonious relations and establishing stable conditions of employment and providing financial and personal relations mutually beneficial to the Parties.

ARTICLE ONE - EFFECTIVE DATES

- 1.01 This Collective Agreement shall be in full force and effective March 26, 2023 to the 30th day of April 2025, and thereafter it shall terminate, continue, or be renewed in accordance with the provisions of the Alberta Labour Relations Code.
- 1.02 Either Party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other Party, not less than Sixty (60) days, or not more than One Hundred and Twenty (120) days prior to the expiry date of this Agreement. However, changes can be made at any time by mutual consent.
- 1.03 If notice to negotiate has been given by either Party, this Agreement shall remain in full force and effect up to the date that the Union or the Employer commences a strike or lock-out.
- 1.04 Any reference to gender within this Agreement shall be deemed to apply to all genders.
- 1.05 Should any Article, any provision, or any part of this Agreement be void by reason of being contrary to the Law, the remainder of this Agreement shall not be affected thereby.

ARTICLE TWO - GRIEVANCE PROCEDURE

- 2.01 During the life of this Agreement, there shall be no stoppage of work either by strike or lock-out because of any dispute over matters relating to the interpretation, application, or any provision of this Agreement, and all such disputes shall be handled as provided for in this Agreement, and in the event of any breach of this clause occurring, the Party responsible therefore may be assessed damages in any grievance filed with respect thereto.
- 2.02 Grievance Definitions
 - (a) "Party" or "Parties" for purposes of the Grievance Procedure mean the Employer, the Association, or the Union.
 - (b) A "grievance" is a difference respecting the interpretation, application, operation, or an alleged violation of the Collective Agreement.
 - (c) A "policy grievance" is a grievance respecting how the Collective Agreement should be interpreted or applied, or a grievance that affects the Union, the bargaining unit, or the Association as a whole.
 - (d) An "A & D grievance" is a grievance respecting the interpretation, application, operation, or alleged violation of the Canadian Model, or respecting the section(s) of the Collective Agreement that adopts the Canadian Model and articulates the exceptions or limitations. An A & D grievance is not a difference arising from a circumstance that has an alternative appeal process.
 - (e) "Days" means calendar days.

2.03 Grievance Application

- (a) It is agreed that the maintenance of harmonious relations between the Parties requires prompt notice of any complaints or differences and the prompt filing and disposition of grievances. Timelines contained within the Grievance Procedure shall be adhered to and failure to meet these timelines may be considered in determining a remedy. Timelines may be extended only by mutual written consent. Such Consent shall not be unduly withheld.
- (b) If the Party initiating the grievance fails to advance the grievance within the time limits set out in this article, the grievance shall be abandoned.
- (c) If the Party responding to the grievance exceeds the time limit set out in this article, the party initiating the grievance is free to proceed to the next step of the grievance procedure herein.
- (d) Jurisdictional disputes shall not be settled by the Grievance Procedure.

2.04 Pre-Grievance Process

- (a) If an Employee has an alleged grievance, it should be reported in the manner provided herein, pending an investigation and possible settlement.
- (b) An Employee who has a complaint or an alleged grievance may discuss the said grievance with the Shop Steward, where appointed, and the Employer or the Employer's representative. Where an Employee(s) has a workplace issue that could lead to a grievance, the Union will notify the Employer via e-mail within Seven (7) days of the date the Employee(s) became aware of the issue. The Employee and a Representative of the Union will attempt to resolve the matter with the Employer informally by providing the relevant facts, documentation and discussing the details of the issue.

2.05 Grievance Process

- (a) If the issue is not resolved by the pre-grievance process, and the Union wishes to advance the issue, it must submit a formal grievance to the Employer within 14 days of the date the Employee(s) became aware of the issue, utilizing the Grievance Form appended to this Agreement. When submitting the Grievance Form, the Union will include all relevant facts, details, and pertinent documentation it relies upon.
- (b) If the Union Business Representative is unable to resolve the grievance within Fourteen (14) days of the occurrence, it may be filed in writing to the Employer and the Association, and shall set out the following:
 - (i) A copy of the grievance signed by the Employee. In the event a single grievance is being filed on behalf of a group of Fifteen (15) or more Employees, a list of names for whom the grievance is being filed will be attached to the grievance, but the individual signatures of each Employee will not be required.
 - (ii) The Article and/or sections of the Agreement infringed upon or claimed to have been violated.

- (iii) The remedy or correction the Employer is required to make.
- (c) Copies of all grievances filed with the Employer shall be forwarded to the Association by the Employer and the Union.
- (d) The Employer will investigate the grievance and provide a written response within Seven (7) days of receipt of the Grievance Form, and will include all relevant facts, details, and pertinent documents it relies upon.
- (e) If the grievance is not resolved at this point, the Union may, within Seven (7) days of receipt of the response, refer the grievance to the Joint Grievance Panel.
- (f) A & D or Policy grievances may only be referred to the Joint Grievance Panel on agreement of both Parties. In the absence of agreement, these grievances are referred directly to Arbitration.

2.06 Joint Grievance Panel

- (a) The Joint Grievance Panel will consist of Two (2) Union and Two (2) Employer representatives appointed by the Parties from a standing roster. Representatives of the Employer or Union affected by the matter being heard may not be appointed to the Joint Grievance Panel.
- (b) Alternatively, at the time of referral of the grievance, the Parties may agree to establish a Joint Grievance Panel of Three (3) or Five (5) individuals, comprised of a neutral Chair and an equal number of Union and Employer representatives from the roster. The neutral Chair may be whomever the Parties to the grievance agree on. The cost of a neutral Chair will be shared equally between the Parties.
- (c) Within Fourteen (14) days of the grievance being referred to the Joint Grievance Panel, the Joint Grievance Panel will convene to hear the grievance. It is intended that the hearing will be less formal than an arbitration hearing. The rules of evidence will not be strictly applied, and the Parties will not be represented by legal counsel. The Joint Grievance Panel is not Arbitration and Arbitration procedures do not apply. The grievance should be decided on the same day as the hearing, prior to the Joint Grievance Panel disbanding. The decision shall be based on the facts presented at the hearing, and after adequate deliberation and determined by a secret ballot vote by Joint Grievance Panel members and Chair.
- (d) The Joint Grievance Panel will issue a written recommendation that will be signed by the Joint Grievance Panel members within Two (2) days of hearing the grievance or advise it is unable to agree on a recommendation. The Joint Grievance Panel shall make its decision based on the evidence presented. The appointees to the Joint Grievance Panel shall only deliberate and caucus as a Panel.
- (e) The grievance shall be deemed settled if the Joint Grievance Panel reaches a majority decision and that decision shall be final and binding on all Parties.

- (f) If the recommendation is not final and binding as described in (e), or if the Joint Grievance Panel advises it is unable to agree on a recommendation, either Party may refer the grievance to arbitration within Seven (7) days of receipt of the Joint Grievance Panel's communication.
- (g) The Joint Grievance Panel roster will be established and maintained by the Union and the Association. The Union and the Association will provide a mandatory training and development program for appointees to the Roster.
- (h) Failure to appoint a Joint Grievance Panel, without a written request for an extension to the time limits, shall allow the grieved Party to refer the grievance directly to arbitration. An extension shall not exceed Fourteen (14) days.

2.07 Policy Grievance

- (a) A policy grievance will be initiated by the Union or Employer and/or the Association within Fourteen (14) days of reasonably becoming aware of the occurrence giving rise to the dispute. The grievance will be provided to the Business Manager of the Union or the Employer and/or the Association.
- (b) The Union or Employer and/or the Association will respond within Seven (7) days of receipt of the grievance.
- (c) Should the matter remain unresolved, the Union or the Association may refer the grievance to arbitration, or by mutual agreement, to the Joint Grievance Panel, within Seven (7) days of receipt of the response.

2.08 Arbitration

- (a) Within Fourteen (14) days of receipt of notification of the referral to arbitration, the Parties will appoint a sole Arbitrator to settle the difference.
- (b) If the Parties are unable to agree on a person to act as a sole Arbitrator within Fourteen (14) days of the referral to arbitration, either Party may request that an appointment be made pursuant to Section 137 of the Alberta Labour Relations Code.
- (c) Within Three (3) months of appointing a sole Arbitrator, an arbitration hearing will be convened and within Sixty (60) days after the completion of the hearing, a final and binding decision will be provided to the Parties.
- (d) The cost of the sole Arbitrator will be borne by the Party losing the Arbitration, unless the Parties have mutually agreed that the costs of the arbitration are shared equally.
- (e) Notwithstanding (d) above, a sole Arbitrator may exercise their discretion to rule that the costs of the arbitration are shared equally.
- (f) The arbitration proceedings shall be in accordance with the provisions of the Alberta Labour Relations Code, as amended from time to time.

- (g) In the case of a grievance for discharge, suspension or other actions of discipline, such grievance may be settled by the Arbitrator by confirming the Employer's decision in discharging, suspending or disciplining the Employee or by reinstating the Employee with full or partial compensation for time lost or by other arrangement which is just and equitable in the opinion of the Arbitrator.

2.09 Notwithstanding these grievance procedures, it is understood that the Trustees of Article 11 shall be empowered to proceed directly to arbitration or take whatever action in law necessary to assure compliance with Article 11.

2.10 Notwithstanding the grievance procedure and the time limits contained herein, the Union shall be empowered to take whatever action in law necessary to collect unpaid wages and/or RRSP contributions and Union dues.

ARTICLE THREE - EMPLOYER RIGHTS

3.01 The Union acknowledges that it is the exclusive function and right of the Employer, subject to the terms of this Agreement, to:

- (a) Operate and manage its business in all respects;
- (b) Maintain order, discipline and efficiency;
- (c) Make and alter from time to time the rules and regulations to be observed by Employees, providing such rules and regulations are uniformly and fairly applied to all Employees and are not in conflict with this Agreement; the Employer will inform Employees of these rules;
- (d) Direct the working force;
- (e) Determine job content, including methods, processes and means of production and handling;
- (f) Select, hire, promote, demote, transfer, within its company and layoff because of lack of work;
- (g) Discipline, suspend, discharge and/or terminate any Employee for just cause; however, any alleged wrongful dismissal, suspension or discharge will be subject to the Grievance Procedure provided herein.

It is agreed that the foregoing enumerations shall not be deemed to exclude other management functions and rights.

ARTICLE FOUR - UNION RIGHTS AND HIRING PROCEDURE

4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all Employees performing work within the scope of this Agreement for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, including safe work practices and safety rules.

- 4.02 (a) A person, firm or corporation who contracts for electrical work shall have the financial responsibility to meet payroll requirements. Irresponsibility in the payment of wages shall be deemed by the Union to provide sufficient cause to require weekly payment of wages in cash or by certified cheque to all Employees affected.
- (b) With the exception of force majeure events, any Employer who does not meet payroll obligations, including benefits, and contributions to the Funds under Article 11.01, 11.02, 11.03 and 11.04, in accordance with this Agreement, shall immediately revert to weekly payroll and weekly contributions submission, with payments on a cash or cash equivalent basis. Furthermore, where any Employer is in default of remitting payment of Union dues, or remitting payment of RRSP monies, or contributions to the Funds under Articles 11.01, 11.02, 11.03 and 11.04, the Employer shall pay as liquidated damages the sum of Six Hundred Dollars (\$600.00) dollars or Eleven Percent (11%) of the total of the delinquent contributions whichever is greater. In addition, interest shall be payable calculated at the rate of Thirteen Percent (13%) per annum from the due date until date paid on any contributions in arrears and on liquidated damages.
- 4.03 (a) Local Union 424 is a part of the International Brotherhood of Electrical Workers and any violation or annulment of working rules of the IBEW, or the subletting of any electrical work on the job to any person, firm or corporation not fair to the IBEW, or the employment of other than IBEW members on any electrical work in the jurisdiction of the Local Union by the Employer, will be sufficient cause for grievance.
- (b) Any failure by the Employer or any of its sub-contractors, in complying with any of the obligations described in this Article shall constitute a violation of this Agreement, thereby entitling the Union to invoke the grievance and arbitration procedures herein, and to claim and be entitled to such relief or remedies as may be appropriate.
- 4.04 Employers from outside the Local Union's jurisdiction shall notify the Local Union Office and the ECAA, in writing, upon completion of projects when leaving the jurisdiction.
- 4.05 (a) The Employer shall hire only members of the Union in good standing, through the Union office, for all electrical work, but should the Union be unable to furnish the Employer within Forty Eight (48) hours (exclusive of Saturdays, Sundays, and Holidays), of the time the Union or its representative receives the request, the Union shall issue a work clearance, in writing, to the Journeymen or Apprentices who apply for Union membership and are recommended by the Employer, in writing, until such time as the Union can furnish Employees acceptable to the Employer.
- (b) All workers must have Union clearance, Trade Credentials, (Ticket or Apprenticeship Book), where required, current CSTS, and where required for the job, Energy Safety Canada (ESC) Fall Protection Training (or previously OSSA Fall Protection Training), Energy Safety Canada (ESC) Aerial Work Platform Training, (or previously OSSA Aerial Work Platform Training), or combination of ESC and OSSA Fall Protection and Aerial Work Platform Training, prior to the commencement of work. The Bluebook (Compliance Portfolio) or a confirming letter from Alberta Apprenticeship and Industry Training (AIT) shall be presented by the Apprentice upon hire-on, in a timely fashion.
- (c) The Employer may only transfer travelers and non-members from one project to another with written approval of the Local Union Business Office.

- (d) Notwithstanding the above the Employer may name hire from the Union unemployed list One (1) out of Two (2) Members in good standing with the Union as a Foreman or General Foreman and will be provided with a work clearance by the Union.
- (e) On any call for Local Residents, should no Local Resident be available within Twenty Four (24) hours, an additional Forty Eight (48) hours be provided for any Member of the Local Union to accept the call and be dispatched under the same terms and conditions within the requisition for labour, had a Local Resident accepted the call.

- 4.06 Employers shall not accept or transfer Employees from other Employers without the Employee first receiving clearance from the Union Office.
- 4.07 Employees shall receive at least the minimum wages as outlined in the wage schedule and shall work under all the conditions of this Agreement.
- 4.08 The Employer agrees to the check-off of Union dues, any past dues owing, also Rand Formula check-off, of all Employees working within the scope of this Agreement. The Union shall certify changes in dues, in writing, to the Employer; such changes will be implemented by the Employer upon receipt of written authorization.

The Employer agrees to deduct additional monthly Union dues from every Employee covered by the terms of this Agreement for every hour worked and to forward the same to the Union as per Article 11.04.

All dues are to be paid monthly and a cheque, direct deposit or e-Transfer submitted on a Local Union 424 IBEW remittance form, that is attached showing the deduction. The cheque, direct deposit or e-Transfer shall be payable to Local Union 424, IBEW, and received by the Local Union on or before the Fifteenth (15th) of the month following the deduction.

- 4.09 For each Four (4) Journeymen employed by the Employer, One (1) Journeyman shall be over the age of Fifty (50) years.
- 4.10 A Journeyman Electrician is an Employee with Four (4) years or more experience at the electrical trade, who has passed the qualifying examination in accordance with the regulations of the Skilled Trades and Apprenticeship Education Act (STAE) for the Province of Alberta, respecting qualifications and licensing of electricians.
- 4.11 An Apprentice Electrician is an Employee who may use tools of the trade while working with a Journeyman Electrician on the same job and shall be registered as an Electrical Apprentice under the Skilled Trades and Apprenticeship Education Act (STAE) for the Province of Alberta, prior to commencement of work.
- 4.12 The Employer agrees:
 - (a) To check with the Union to ascertain whether all presently indentured Apprentices are employed.
 - (b) That unemployed Apprentices shall be given preference of employment.

- (c) Upon the establishment of a process for the screening of new or probationary Apprentices, to engage only such Apprentices who have fulfilled the entrance requirements of the Joint Apprenticeship Training Committee (JATC). Such Apprentices shall receive clearance from the Union prior to commencement of work.

The Parties acknowledge the importance of Apprenticeship to the General Construction Sector, the economy in general, and the obligation to promote Apprenticeship and to provide, where appropriate and practical, opportunities for employment of Apprentices.

The Parties commit to promote Apprenticeship through support for the Electrical Industry Pre-Apprenticeship Candidate Training (PACT) program, Registered Apprenticeship Program (RAP), CAREERS, Tradewinds, Helmets to Hardhats, Women Building Futures, as well as other initiatives, which embody the advancement of Apprenticeship.

- (d) Providing an Apprentice has worked the required hours during a period of apprenticeship, an Apprentice's next period increase will become effective commencing on the date that the Apprentice's record book is approved by the Executive Director of Apprenticeship and Industry Training.

The Employer agrees to make every reasonable effort to calculate any wages owed back to the effective date of the rate increase and pay the Employee in a timely manner. The Employer agrees to make the necessary and correct adjustments to the Employee's pay within Three (3) weeks of receiving the Apprenticeship Record Book from the Employee.

If the Employer fails to make the adjustments within Three (3) weeks the Employer shall pay a late pay penalty of Two (2) hours per day for each day that these adjustments are not made. The late pay penalty will commence on the Twenty Second (22nd) day following receipt of the Apprenticeship Record Book.

The late pay penalty described above is comprised of the Classification Basic Hourly Rate and 10% Vacation and General Holiday pay only. No other benefits shall be included when calculating the penalty.

- 4.13 An Apprentice Electrician shall work under the direct supervision of a Journeyman Electrician. The ratio of Apprentices shall not exceed One (1) Apprentice to One (1) working Journeyman on each job.
- 4.14 (a) For every Four (4) Apprentices employed by an Employer, One (1) shall be a Fourth (4th) year Apprentice, if available.
- (b) Job conditions permitting for every Four (4) Apprentices employed One (1) shall be a First (1st) year Apprentice, if available.
- 4.15 The Union's Business Manager and/or his Representatives shall have access to all jobs for inspection and the safety of its members. The Union's Business Manager and/or his representative shall make a reasonable attempt to notify the Employer's Representative before entering each job site. The Employer agrees to assist the Union in any way that they are able to ensure this access is granted in a timely and efficient manner.

- 4.16 The Business Manager may select or appoint Stewards at all shops or jobs to protect the jurisdiction of the Local Union. The Steward shall be a working Journeyman who in addition to their work as a Journeyman be permitted to perform Union duties. Notification of the appointment of Stewards will be in writing to the Employer.
- (a) Stewards shall be granted sufficient time to conduct the legitimate business of the Union. Where practical, Stewards shall be given access to new Employees for the purpose of collecting dispatch slips and conducting toolbox checks.
 - (b) PRIOR to the termination of the Steward the Union shall be notified.
 - (c) In the event of a layoff or reduction of the work force, it is expected that the Steward shall remain on the job, unless mutually agreed upon by the Employer and the Union. Providing the Steward is qualified to perform the job required, the Steward shall be one of the last Five (5) Employees remaining on the job within the scope of this Agreement.
 - (d) Stewards shall be given notice prior to overtime being worked, and where overtime is worked, the Stewards shall normally be one of the overtime crew, unless mutually agreed upon by the Employer and the Union.
 - (e) Stewards shall be notified or be in attendance during or prior to termination or disciplinary action against Employees. The Steward shall attempt to resolve complaints between the Employees on the job and the Employer to endeavor to reach a settlement before these complaints become grievances.
 - (f) Stewards shall not be discriminated against, including the distribution of overtime work.
 - (g) In general, the minimum number of Stewards will be determined as follows:
 - i. When there are One Hundred (100) or less Employees – One (1) Steward;
 - ii. Over One Hundred (100) Employees - Two (2) Stewards;
 - iii. For every additional One Hundred (100) Employees - at least One (1) additional Steward. More Stewards may be added by mutual consent;
 - iv. The Union will notify and communicate with the Employer prior to the appointment of a Steward;
 - v. The Employer and the Union will mutually agree when a Chief Steward is to be implemented;
 - vi. It is further understood that the use of various shifts on a shift may require the appointment of more Stewards.
 - (h) Wherever practical, the Stewards shall have completed the IBEW Steward training as well as a comprehensive training program dealing with the Canadian Model Alcohol and Drug Guidelines and Work Rules as amended from time to time.
- 4.17 Members of the Union may be given leave of absence for Union business by consent; such consent shall not be unduly withheld.

ARTICLE FIVE - JURISDICTION AND JURISDICTIONAL DISPUTES

- 5.01 The Employer recognizes the IBEW as having jurisdiction over the handling, erection, installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alteration and repair of buildings, structures, bridges, conveyors, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airports, mines, electrically driven draglines and shovels, all electrical raceways for electrical wires and cables, Small Modular Reactors (SMR), Solar and Wind and such other work as by custom has been performed by members of the IBEW.
- 5.02 All electrical work as defined in Article 5.01 and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by Employees covered by this Agreement.
- 5.03 On any job where there is a vehicle such as a pickup, panel truck, boom truck, etc., and these vehicles are used for transportation of Employees and/or material on the job site, and the vehicles remain on the job site in the performance of electrical work, these vehicles shall be operated by Employees covered by this Agreement.
- 5.04 The Employer understands that the Local Union's jurisdiction — both trade and territorial — is not a subject for negotiations but rather is determined solely within the IBEW by the International President.
- 5.05 (a) Any jurisdictional dispute between the Union and any other Building and Construction Trade Union that involves any work undertaken by the Employer shall be settled in accordance with the Jurisdictional Assignment Plan of the Alberta Construction Industry, or the plan established by the Building and Construction Trades Department (Impartial Jurisdictional Disputes Board for the Construction Industry), or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department, AFL-CIO.

Both parties to this Agreement agree to recognize and strictly adhere to the Procedural Rules of the Jurisdictional Assignment Plan for Alberta, for the resolution of jurisdictional disputes in Alberta, and other supplementary rule(s), agreement(s), and/or memoranda as may be agreed upon from time to time by the Alberta unionized construction industry inclusive of the Electrical Contractors Association of Alberta.

- (b) The Parties agree to accept and abide by the decisions of the Jurisdictional Assignment Plan of the Alberta Construction Industry or the Impartial Jurisdictional Disputes Board, and it is further agreed that a jurisdictional dispute will in no way interfere with the progress and prosecution of the work.
- (c) All work claim disputes arising out of the Union's claim to specific work, either assigned to another Union by the Employer, or the sub-contractor, shall be processed in accordance with the jurisdictional disputes settlement provisions of this Agreement.
- (d) Jurisdictional disputes involving Employees employed under this Collective Agreement shall henceforth be resolved under the provisions of the said plans without work stoppage, slowdown, or other lack of production.

ARTICLE SIX - HOURS OF WORK, SHIFTS, OVERTIME AND TERMS OF PAYMENT

- 6.01 (a) (i) A day shall be defined as being the period from midnight to midnight.
- (ii) The following sections are designed to identify the regular hours of work, shift hours and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

(b) **Five (5) Eight (8) hours per day work schedule**

- (i) Forty (40) hours shall constitute a workweek, Monday through Friday.
- (ii) Eight (8) hours shall be a regular workday, Monday through Friday. The regular day's work shall be from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. All other time worked shall be considered overtime.

When an Employee is required to work in excess of the regular hours, Monday through Friday inclusive, the Employee shall be paid overtime at the rate of One and One Half (1-1/2) times the Classification Basic Hourly Rate for the first Two (2) hours. All additional hours shall be paid at Two (2) times the Classification Basic Hourly Rate.

- (iii) Employees working on Saturday, Sunday or Recognized Holidays shall be paid overtime at Two (2) times the Classification Basic Hourly Rate.

(c) **Four (4) Ten (10) hours per day work schedule**

- (i) Forty (40) hours shall constitute a workweek. Monday through Thursday.
- (ii) Ten hours shall be a regular workday, Monday through Thursday between the hours of 7:00 a.m. to 5:30 p.m. All other time worked shall be considered overtime and shall be paid as follows:

When Friday is worked, the first Ten (10) hours shall be paid at One and One Half (1-1/2) times the Classification Basic Hourly Rate. All work in excess of the regular Ten (10) hours per day shall be paid at Two (2) times the Classification Basic Hourly Rate.

- (iii) Employees working on Saturday, Sunday or Recognized Holidays at Two (2) times the Classification Basic Hourly Rate.

(d) **Modified Ten (10) on Four (4) off work schedule (Back to Back)**

- (i) Forty (40) hours shall constitute a workweek, Tuesday through Friday, and Monday through Thursday.

- (ii) Ten hours shall be a regular workday, Tuesday through Friday, and Monday through Thursday between the hours of 7:00 a.m. to 5:30 p.m. All other time worked shall be considered overtime and shall be paid as follows:

The straight time days will be Tuesday through Friday, in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, Friday and Monday will be paid at One and One Half (1-1/2) times the Classification Basic Hourly Rate and the Saturday and Sunday will be paid at Two (2) times the Classification Basic Hourly Rate.

When a modified Ten (10) on Four (4) off work schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least Three (3) working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

- (iii) Employees working on Saturday, Sunday or Recognized Holidays at Two (2) times the Classification Basic Hourly Rate.

(e) **Fourteen (14) On & Seven (7) Off Work Schedule**

- (i) A work schedule for application only to a project beyond daily travel distance of Edmonton or Calgary will consist of Twenty (21) consecutive days, each of which will consist of Fourteen (14) regularly scheduled days of work followed by Seven (7) regularly scheduled days of rest. Each workday within a work week will consist of Ten (10) regularly scheduled hours of work with a Thirty (30) minute unpaid lunch break occurring at approximately mid shift and Two (2) paid Fifteen (15) minute paid work breaks, the first occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
- (ii) In each shift the first One and One-half (1½) scheduled hours of work and the Ninth (9th) and Tenth (10th) scheduled hours of work will be paid at Time and One-half (1-1/2) times the Classification Basic Hourly Rate. The Six and One-half (6½) regularly scheduled hours of work in between the first One and One half (1½) scheduled hours of work and the Ninth (9th) scheduled hour of work will be paid at the Classification Basic Hourly Rate.
- (iii) Each work schedule will be followed by Seven (7) consecutive scheduled days of rest, a "furlough". The combination of the Fourteen (14) scheduled days of work followed by the Seven (7) scheduled days of rest will be referred to as a "Fourteen (14) and Seven (7) work schedule".
- (iv) Work performed outside of the Ten (10) scheduled hours of work in a day or on a scheduled day of rest will be paid at Two (2) times the Classification Basic Hourly Rate.
- (v) An Employee who is transferred to a work schedule with a different start day must be provided with a minimum of Two (2) scheduled work days' notice. If the Employee has

requested the transfer, then overtime rates will not apply for days worked in the scheduled Seven (7) days of rest. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled Seven (7) day furlough or overtime provisions will apply for days worked as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.

- (f) (i) The lunch period may be adjusted by mutual consent of the Employer and the Union.
 - (ii) A work break of Ten (10) minutes on a regularly scheduled Eight (8) hour workday, or a work break of Fifteen (15) minutes on a regularly scheduled Ten (10) hour work day shall be allowed approximately Two (2) hours after commencement of the work day and approximately Two (2) hours after any meal period.
 - (iii) When Ten (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 ($\frac{1}{2}$) hour each, paid at the applicable Basic Hourly Rate, approximately equally spaced in the Ten (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 the straight time Basic Hourly Rate, One (1) and One Half ($1\frac{1}{2}$) times the Classification Basic Hourly Rate shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of Ten (10) hours. 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.
- (g) (i) When Employees are required to work more than Eleven (11) hours, The Employer shall be required, following the Tenth (10th) hour, to provide a hot meal, where possible at no cost to the Employees, for those involved. One Half ($\frac{1}{2}$) hour at the Classification Basic Hourly Rate of pay shall be allowed for the consumption of the meal. Such hot meals shall not include TV dinners or micro-wave meals. Not more than Two (2) fast food restaurant meals will be served per calendar week. The same entrées will not be served more than once per calendar week. This break shall occur not more than Five (5) hours after the last mealtime. Should an Employee be requested to continue work, then an additional hot meal shall be supplied every Four (4) hours under the same conditions above.

Should an Employee not be provided with meals as set out in the preceding paragraph, they shall receive an allowance of Fifty Dollars (\$50) in lieu of the meal and the time to consume the meal.

On projects when it is impractical for the Employer to provide a meal the Employee shall be paid a Fifteen (15) minute rest break at the Applicable Rate of pay and the Employer shall pay a meal allowance of Forty Dollars (\$40.00) in lieu of the meal and the time to consume the meal.

Where a shift more than Eleven (11) hours but not longer than Twelve (12) hours is worked, and when camp accommodations are provided and a meal is provided at the end of the shift, no meal allowance shall be payable. When such shifts are worked, break times

may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted.

- (ii) Where a supervisor is required to:
 - 1. Start up to One (1) hour earlier, or
 - 2. Finish up to One (1) hour later, or
 - 3. Start up to One Half (1/2) hour earlier and finish up to One Half (1/2) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provision of 6.01 (f) will not apply unless those provisions are applicable to the rest of the crew.

- (h) The starting and quitting times as identified in Article 6.01 (b), (c), (d) and (e) may be adjusted as follows:
 - (i) For a Regular Work Week of Eight (8) hours per day, the Employer may vary the start/quit times by changing the scheduled starting time up to One (1) hour at their option. Variances beyond One (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

 - (ii) For a Compressed Work Week of Ten (10) hours per day, the Employer may vary the start/quit times by changing the scheduled starting time up to Thirty (30) minutes at their option. Variances beyond Thirty (30) minutes shall be agreed mutually by the Employer and the Business Representative of the Union.

- (i) Split crews will not constitute shift work.

- (j) The workday or days of work may be altered on any project by mutual consent of the Union and the Employer, subject always to all other terms of this Agreement.

- (k) Except for emergencies, or where the project schedule requires overtime and notwithstanding Article 21, overtime shall be voluntary. Where overtime is scheduled, Members making reasonable and timely requests for leave of absence may be granted leave, and such leave shall not be unduly withheld.

- (l) New Work Schedules

Upon a client request, if the Union, the Employer, or the Association proposes a new Work Schedule be utilized for a project, the Union, the Employer and the Association are obligated to negotiate substantively on the proposal.

The Union, the Employer and the Association are obligated to provide all information that will be helpful to make a decision including any adverse impact(s) such a Work Schedule may have on the Employees, the Employer, and/or the Association.

If a decision cannot be reached on the Work Schedule within Five (5) business days, the Employer may implement the new Work Schedule subject to compliance with all applicable legislation.

- 6.02 When an Employer operates shifts in addition to the regular shift, the following conditions shall apply:
- (a) Employees shall be given Sixteen (16) hours rest prior to working shift work.
 - (b) When an Employee loses a regular working day as a result of the implementation or termination of shift work, then the Overtime Rate of pay shall apply to the First (1st) shift only.
 - (c) Employees shall work at the Classification Basic Hourly Rate of pay plus Three Dollars and Fifty Cents (\$3.50) differential for all shift work, and if overtime is worked it would therefore be at the applicable Overtime Rate of pay plus Three Dollars and Fifty Cents (\$3.50).
 - (d) Employees shall work Two (2) or more complete consecutive shifts to constitute shift work. Two (2) times the Classification Basic Hourly Rate of pay shall be paid if the shift is terminated in less than Two (2) consecutive days.
 - (e) All other terms and conditions of this Agreement shall apply to such shift work.
- 6.03
- (a) Employees must be paid a minimum of One Half (1/2) hour at the applicable Overtime Rate for any work performed before or after his regular shift.
 - (b) All Employees required to work in underground mines and/or underground tunnels during the excavation phase shall receive the Classification Basic Hourly Rate of pay plus Twelve Percent (12) differential.
 - (c) Where an Employee is required to work for a period of Four (4) hours or more after his regular shift, so that Eight (8) consecutive hours rest between the completion of such work and the beginning of his regular day's work is impossible, he shall:
 - (i) Be paid Two (2) times the Classification Basic Hourly Rate of pay for the total hours of such work; and,
 - (ii) Be required to take a minimum of Eight (8) consecutive hours rest prior to reporting back to work. If the rest period extends beyond the regular starting time such Employee shall be paid for regular time lost at the Classification Basic Hourly Rate of pay; or
 - (iii) If required to return to work before his rest break of Eight (8) consecutive hours has been completed, do so at Two (2) times the Classification Basic Hourly Rate until such time as the Employee has an Eight (8) hour rest break; and
 - (d) Overtime on callout shall be computed from the time the Employee leaves home until he returns home and in any case not less than One (1) hour shall be paid at the Classification Basic Hourly Rate.
- 6.04
- (a) When an Employee reports for work at the regular starting time and such Employee is not put to work, the Employee so affected shall be entitled to a minimum of Two (2) hours pay at the Classification Applicable Hourly Rate of pay.

In order to qualify for show up time, Employees must remain on the job site unless otherwise directed by the Employer.

- (b) When such Employee reports for work and commences work, the Employee affected shall be entitled to a minimum of Two (2) hours pay at the Applicable Classification Hourly Rate of pay.
- (c) In addition to (a) and (b), Employees so affected shall be entitled to mileage or transportation, travel time or travel allowance and per diem to which the Employee is normally entitled for the day.

6.05 Leaves and Absences for the Purpose of Calculating Overtime Payable in a Pay Period

- (a) The Employment Standards Code affords Employees the right to short-term leave and long-term leaves in various stipulated circumstances. Such leaves shall be granted pursuant to this Agreement. No qualification periods will be necessary for persons requiring such leaves. Notices to the Employer of such leaves shall meet the conditions of and include the information required by the Code.
- (b) When an Employee requires a short-term leave, the Employee shall give the earliest practicable notice of the leave. For short-term leave of greater than One (1) day, the Employee shall include in the notice to the Employer the intended date of return to work.
- (c) When an Employee requires a long-term leave, the Employee shall give the earliest practicable notice of the planned start date for the leave and shall update the notice in the event of a change in the planned start date. In any event, except in the case of an emergency, the Employee shall give the Employer at least One (1) week notice of the start date of the leave. If possible, the Employee shall also give the Employer an estimate of the length of the required leave. When an Employee plans to return to work, the Employee shall give the Employer notice of the planned return and such notice period is not less than the notice required in the Code. If the work to which the Employee will be assigned is in a remote location, the Employee and the Employer shall work together to plan the return to coincide with any site travel arrangements and any special work cycle in effect for such work.
- (d) If the need for a leave is sudden and unexpected, and an Employee requiring the leave has been provided transportation by the Employer to a work site, the Employer will promptly arrange for transportation for the Employee to the nearest commercial transportation from which the Employee can commence the travel to wherever the reasons for the leave require the Employee to be.

For explanation of each type of leave, see

<https://www.alberta.ca/improved-employment-standards.aspx#p8437s1>.

- (e) An Employee is preauthorized to take personal time off pursuant to (a), (b), (c), (d) above, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full Eight (8) or Ten (10) hours as scheduled for that shift. In the case of an Employee on a compressed workweek schedule they would also be paid normal overtime premiums for any hours worked on the compressed work weekday off. It is also

understood that, provided such absences conform to these conditions, the absence will not disqualify the Employee from working overtime scheduled for that week.

(f) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked more than Eight (8) hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of Ten (10) hours in a day or Forty (40) hours in a week. An Employee that is absent from work without pre-authorization as per (a), (b), (c) (d) above, 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. Employees who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.

(g) Excusable Absence

(i) It is accepted that an Employee may, from time to time, require personal time off from work to deal with personal matters.

(ii) The absence occurs, despite all good faith efforts of the Employee to attend work and is due to circumstances beyond their control.

(iii) The Employee shall inform the Employer of the likelihood they will be unable to attend work, or attend at the scheduled time, at their earliest opportunity.

(iv) The Employee must provide the Employer the reasons for absence, and at their earliest opportunity, documentary or other evidence supporting their claim for an excused absence.

(v) It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the Employee from working overtime scheduled for that week.

(vi) An Employee that is absent from work without pre-authorization as per (f) and (g) below, 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.

(h) Request for Pre-Authorized Absence

Where an Employee is seeking a pre-authorized absence and who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar Thirty (30) days, and who gives the Employer at least Three (3) working days' notice of a request for leave of up to One (1) day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements. Employers in their sole discretion may grant excused absences of more than One (1) consecutive day and if a request is made it shall not be unreasonably denied.

It is accepted that an Employee may, from time to time, require personal time off from work to deal with urgent personal matters. Employers in their sole discretion may grant excused absences of more than One (1) consecutive day and if a request is made it shall not be unreasonably denied.

(i) Absence Due To Illness

For absences due to illness in accordance with the Employment Standards Code (except that the qualifying period will be waived), the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances. For absences of One (1) day or Two (2) days, no medical confirmation of the illness will be required. However, where there appears to be repetitive absences or patterns of absences, explanations will be required, and the Employer and Employee involved will discuss the reasons for the absences and any measures to be taken to reduce them in the future.

(j) Calculation of Overtime in any Pay Period When Any Time is Missed

Notwithstanding any provision of this Collective Agreement, the formula for calculation of overtime in a pay period shall be:

Overtime payable is $D = (C + A) - B$

A = straight time hours missed because of an excused or authorized absence

B = straight time hours scheduled for the pay period

C = all hours worked in the pay period

D = overtime hours earned

Scenario 1:

If an Employee working Five (5) days at Ten (10) hours per day schedule misses one shift due to an excused absence, the formula shall apply as follows:

$D = (C + A) - B$ (Forty (40) hours worked + Ten (10) hours missed due to authorized absence) – Forty (40) hours of straight time hours scheduled

D = Ten (10) hours of overtime earned

Scenario 2:

If an Employee working Five (5) days at Ten (10) hours per day schedule misses one shift due to an unexcused absence, the formula shall apply as follows:

$D = (C + A) - B$ (Forty (40) hours worked + Zero (0) hours missed due to authorized absence) – Forty (40) hours of straight time hours schedule

D = Zero (0) hours of overtime earned

6.06 SUSPENDED WORK

(a) On a project to which Employees are supplied transportation and accommodation, and on which work is suspended for greater than Two (2) consecutive days for reasons beyond the control of the Employees and the Employer,

(i) Representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall jointly seek a meeting with the Owner to get a full understanding of the reasons for the suspension of work, and the anticipated duration of

the suspension, and develop and implement a plan that best addresses the needs of the Employees, the Employers, and the Owner.

- (ii) If the suspension of work is anticipated to be greater than Three (3) days, the Employer shall facilitate transportation for any Employees that wish to leave the project, to the nearest commercial transportation. Such Employees will be permitted to return to the project, subject to the workforce requirements of the remaining work, on the next work cycle transportation.
- (iii) Following the suspension of the work, representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall again meet with the Owner to evaluate the event and determine what, if any, additional measures should be implemented to best address the needs of the Employees, the Employers, and the Owner.

- (b) If the Owner has suspended the work for operational needs and has requested that certain Employees remain available for work at the site, the Employees that remain available shall be paid the equivalent of a day's show up time for each day of the suspended work.

- 6.07 (a) Wages shall be paid weekly on industrial jobs on the last regular workday (Thursday or Friday) during working hours on the job. Wages shall be paid weekly or bi-weekly on all other jobs on the last regular workday (Thursday or Friday) during working hours on the job. No more than Five (5) days pay shall be withheld. Where Employers use bi-weekly method of payment, Employees on joining the company shall be entitled to an advance of Seventy Five Percent (75%) of net earnings after Five (5) working days.

Employers shall have the option to pay by payroll cheque or to pay by Direct Deposit or e-Transfer to the bank account of the Employees choice. Should an Employee, due to his inability to get a bank account, not be able to provide the Employer with their bank account number or void cheque, this shall not be a condition of employment.

When Direct Deposit or e-Transfer is utilized it is understood that bank confirmation of the transaction will fulfill Employer payroll obligations.

All Employees shall receive a statement of all earnings and deductions with each pay and/or pay cheque. Employers are required to provide a definition of all deduction acronyms or abbreviations as part of the hire on package. At the Employers option, an electronic statement of all earnings and deductions may be utilized. Upon request from an Employee that does not have the capability to access electronic statements, a printed copy shall be issued.

- (b) If the regular pay day falls on a General Holiday all pay cheques and statement of earnings and deduction shall be given to the Employee the day preceding the Holiday.
- (c) (i) The Employer agrees to make every reasonable effort to correct errors and/or omissions on the Employee's pay in a timely manner. The Employer agrees to make the necessary and correct adjustments to the Employee's pay by the next regular pay day, provided that the Employee has notified the Employer of these errors and/or omissions at least Three (3) working days prior to the next regular pay day.

- (ii) If the errors and/or omissions in the Employee's pay result in a shortage of Ten (10) hours or more pay as agreed to by both parties and the Employer fails to make the proper and correct adjustments by the next regular pay day as required in (c) (i) above, the Employer shall pay a late pay penalty of Two (2) hours per day for each day that these corrections are not correctly made. For the purposes of this clause if the Employee has not notified the Employer of these errors and/or omissions at least Three (3) working days prior to the next regular pay day, then no late pay penalty shall be applicable until such notice has been given.
- (iii) The late pay penalty described above is comprised of the Classification Basic Hourly Rate and 10% Vacation and General Holiday pay only. No other benefits shall be included when calculating the penalty.

6.08 On termination of employment:

- (a) (i) Pay cheques, record of employment, vacation pay and General Holiday pay, shall be given to the Employee at the time of layoff by the Employer. With Union approval the Employer will arrange for delivery, by express post or other traceable means, the above to the Employee or to the Employee's mailing address within Twenty-Four (24) hours of layoff. In the case where an Employer has not established a pay office on the jobsite, payment may be mailed by express post within the next business day.
- (ii) Pay cheques, record of employment, vacation pay and General Holiday pay, shall be given or mailed by express post to the Employee's mailing address upon discharge, or voluntary termination of employment within Two (2) days following the day of termination. The end of the day is midnight for purposes of this clause.
- (iii) Notwithstanding (a) (i) & (a) (ii) above if the Employer has already established payroll by Direct Deposit or e-Transfer, final pay, records of employment, vacation pay and general holiday must be issued on, or before the payday to which the Employer would have been required to issue this pay had the termination of employment not occurred.
- (iv) If the Employer does not provide the pay as per (a) (i) and (a) (ii) and (a) (iii) above, the Employer shall pay a late pay penalty of Eight (8) hours per day for each day the Employer is late providing the pay. To qualify for the late pay penalty, the Employee must notify the Employer that they have not received their final pay, late pay penalties shall become applicable the day following such notification, provided the timelines above have been exceeded. The late pay penalty described above is comprised of the Classification Basic Hourly Rate and 10% Vacation and General Holiday pay only. No other benefits shall be included when calculating the penalty.
- (v) For the purposes of (i), (ii) and (iii) above: On the Monday through Friday workweek schedule of Five (5) Eight (8) hour days (5/8's) Saturdays, Sundays and General Holidays are excluded and on the Monday through Thursday workweek schedule of Four (4) Ten (10) hour days (4/10's) Fridays, Saturdays, Sundays and General Holidays are excluded.
- (vi) When Direct Deposit or e-Transfer is utilized, it is understood that bank confirmation of the transaction will fulfill Employer payroll obligations.

- (vii) Electronic statements of all earnings and deductions used for confirmation of the electronic issuance of the final statement of all earnings, deductions and Record of Employment will fulfil the Employers payroll obligations. Upon request, a printed Record of Employment will be issued.
- (viii) When an Employee has exhibited undesirable performance, attendance and/or behaviour, the Employer shall notify the Union in writing of the name and the undesirable performance, attendance and/or behaviour with that Employee forthwith after the quit, layoff or termination and what enhancement is required to be eligible for Re-Hire.
- (ix) Contractors Informing the Union on No Rehires. It is recommended the Employer inform the Union and Employee in writing when a member has a no rehire status and the length of the No Rehire condition. This will avoid such members being dispatched by the Union to the Employer preventing unnecessary work and delay for the Employer and the Union.
- (b) The Apprenticeship record, if not in the possession of the Employer at the time of termination, shall be forwarded, upon receipt, without delay to the Union office.
- (c) Not less than One (1) hour's pack up time for personal tools and belongings shall be granted upon layoff.
- (d) Not less than Two (2) hour's pack up time for personal tools, clothing and Camp checkout shall be granted upon layoff on jobs located outside the Free Zone of Edmonton or Calgary.
- (e) Should an Employee be laid off on their scheduled days off, rotational leave, approved leave of absence or furlough the Employer shall attempt to contact and notify the Employee of such lay-off using the contact information provided by the Employee to the Employer.

If the Employer is successful in advising the Employee of such a layoff, they shall be responsible for all costs associated with the site packaging and transportation of the Employee's personal tools and belongings to the Employee's address or the chosen destination as made by the Employee.

Failure to comply with this Article within Three (3) working days of successfully contacting the Employee, for the scheduled shift the Employee was working, will result in a late penalty of One Hundred dollars (\$100.00) per day for every day the Employer remains in violation of this Article up to a maximum of Five Hundred dollars (\$500.00). The Employer will be deemed in compliance with this Article upon production of a pre-paid, time stamped waybill verifying shipment of the tools and belongings.

The late pay penalty described above is comprised of the Classification Basic Hourly Rate and 10% Vacation and General Holiday pay only. No other benefits shall be included when calculating the penalty.

- (f) If the Employer determines that an error of overpayment has occurred, and the error has occurred within the previous Six (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 from the affected Employee's earnings over one or more subsequent pay periods. The Employee shall be given Three (3) working days to respond to the notice from the Employer. If the Employee agrees with the error and the plan for correction of 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 Employee and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional Three (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.

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, through any appropriate and lawful means, assist the Employer in recovering the overpayment.

ARTICLE SEVEN - GENERAL HOLIDAY PAY AND VACATION PAY

7.01 (a) The following shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Day (August)	Boxing Day

- (b) For the purposes of this section a "regular workday" is a day for which straight time rates would apply and an "overtime day" is a day for which Overtime Rates would apply to all hours worked.
- (i) Each General Holiday shall be observed on the calendar date on which it occurs. Under these circumstances, work performed on the day on which the General holiday falls will be paid at Two (2) times the Classification Basic Hourly Rate. The occurrence of a General Holiday on an Employee's scheduled day off shall not affect the start date of the Employee's return to work or the rate of pay for that day.
- (ii) When a General Holiday occurs on a day on which Employees are scheduled to work, an Employee who opts to not work on the General Holiday shall give the Employer the earliest possible notice, but in any event not less than Three (3) working days before the General Holiday. An Employee, who is in a camp, will not be required to pay for the room nor shall the Employee be penalized for opting to not work.
- (iii) Where an Employee's remuneration is based on Appendix "F", the Employee shall receive One and One Half (1-1/2) times the Classification Basic Hourly Rate for hours worked on any General Holiday, or for hours worked on the day the General Holiday is observed.
- (c) Should the Holiday fall on payday, all pay cheques and statements of earnings and deductions shall be made available the day prior to the Holiday.

- (d) Work shall not be performed on Labour Day excepting for the protection of life and property. If work is to be performed for the protection of life and property, it shall only be done with the expressed written consent of the Local Union Business Office.
 - (i) Employees may work maintenance on the above-mentioned holiday for the protection of life and property only.
 - (ii) On jobs located outside the Free Zone where Employees do not return daily to the Free Zone, Employees will be given the option of working the above holiday.
 - (iii) Should it be deemed necessary for work to be performed on Labour Day the Contractor will send the Local Union Business Office the list of names for positions such as General Foreman, Foreman and Direct Field Labour involved along with the scope of work they will be performing for approval.
 - (iv) Employees will not be denied the day off by any Employer if requested.
 - (e) Should any additional holiday be declared by a government (the Federal or the Alberta Provincial Government) which has the jurisdiction to declare a General Holiday, then that holiday will be added to the list of holidays that will be observed.
- 7.02 General Holiday Pay shall be Four Percent (4%) of the Employee's total gross wages and shall be paid each pay period with the Employee's regular pay. Such total gross wages shall be deemed to include straight time hours, overtime hours, premium time hours and travel time hours.
- 7.03 Vacation Pay shall be Six Percent (6%) of the Employee's total gross wages and shall be paid each pay period with the Employee's regular pay. Such total gross wages shall be deemed to include straight time hours, overtime hours, premium time hours and travel time hours.
- 7.04 It is agreed that the General Holiday Pay and Vacation Pay percentages contained in Articles 7.02 and 7.03 of this Agreement do not apply to travel allowance, per diem allowance or room and board paid to Employees.
- 7.05 All Employees with reasonable notice may request time off for vacation. Subject to operational requirements, requests for vacation time off will not be unreasonably denied.

ARTICLE EIGHT - TRANSPORTATION, EXPENSES AND ACCOMMODATION

8.01 DAILY TRAVEL

The following conditions will apply on jobs within daily commuting distance of Edmonton, Calgary, and on jobs from which Employees commute daily from accommodation provided or paid for by the Employer.

- (a) A Forty Five (45) kilometer radius Free Zone from the center of the cities of Edmonton or Calgary, or around any place in which Employees are temporarily domiciled by the Employer shall be established. The center for Edmonton is 101 Street and Jasper Avenue and for Calgary, the

Calgary Tower. No transportation, travel time or travel allowance shall be applicable within the Free Zone, except as provided in 8.01 (f) and (h).

(b) On jobs outside the Free Zone when Employees travel daily to and from the job, the Employer shall:

(i) Provide transportation, or pay the Employee Fifty Eight Cents (\$0.58) (Sixty Five Cents (\$0.65) effective May 1, 2023) per kilometer traveled each way between the edge of the Free Zone and the job site, and

(ii) The Coordinating Committee and the Alberta Building Trades Council shall examine, during January of each year of the Collective Agreement, the information published by Canada Customs and Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first Five Thousand Kilometers (5,000 km.), and a lower rate for additional kilometers. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate determined by the Coordinating Committee and the Council, and

(iii) Pay a travel allowance.

The travel allowance shall be calculated based on traveling at Eighty (80) kilometers per hour, at the Employee's Classification Basic Hourly Rate, from the point where the edge of the Free Zone intersects the road which takes the shortest, most appropriate route to the project and return to the intersecting point.

If the Union and the Employer do not come to mutual agreement respecting the amount of time it regularly takes to travel daily both ways between the edge of the Free Zone and the job site, the Union and the ECAA shall each appoint a person to jointly determine the applicable amount of time over the shortest, most appropriate route, and the decision jointly made by those persons shall be final and binding for the purposes of the job site.

(c) Where the Employer supplies the transportation, such transportation shall mean pickup truck, passenger van, taxi, coach bus, or commercial/charter airplane service, and shall, at a minimum, be safe and in proper mechanical condition, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults and be driven by a qualified driver with required insurance. School buses shall not be used for such transportation. Where the Employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.

(d) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid mileage or travel allowance for that day.

- (e) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances beyond the control of the Employees, the Employees shall be paid for all such time, up to a limit of Two (2) hours at the Classification Basic Hourly Rate.
- (f) If an Employee is required by the Employer to move from one job to another during a regular day's work, the Employer shall provide the transportation or pay vehicle allowance at the rate of Fifty Eight Cents (\$0.58) (Sixty Five Cents (\$0.65) effective May 1, 2023) per kilometer traveled if the Employee uses his own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during a regular day's work. Future increases to this amount will be determined in accordance with the same process described in Article 8.01 (b) (ii).
- (g) Employees required to travel out of a city or town to another job after working a regular day's work or shift, and before an Eight (8) hour break occurs, shall be paid for all time traveled at the rate of One and One Half (1-1/2) times the Classification Basic Hourly Rate. If still travelling the following day, the Employee shall be paid the Classification Basic Hourly Rate for time traveled during the regular day's work.
- (h) Where camps are provided outside the Forty Five (45) kilometer Free Zone from the center of the cities of Edmonton or Calgary, the time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of Forty Five (45) minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.

8.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) On jobs located outside the Free Zone when Employees do not return daily to the Free Zone the Employer shall pay travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:
 - (i) Up to 200 kilometers - Ninety Eight Dollars (\$98.00) (One Hundred and Ten Dollars (\$110.00) effective May 1, 2023) each way,
 - (ii) 201 kilometers to 300 kilometers - One Hundred and Thirty Nine Dollars (\$139.00) (One Hundred and Fifty Six Dollars (\$156.00) effective May 1, 2023) each way,
 - (iii) 301 kilometers to 375 kilometers, and the Empress Area - One Hundred and Sixty Eight Dollars (\$168.00) (One Hundred and Eighty Eight Dollars (\$188.00) effective May 1, 2023) each way,

- (iv) 376 kilometers to 475 kilometers - Two Hundred and Fifty Dollars (\$250.00) (Two Hundred and Eighty Dollars (\$280.00) effective May 1, 2023) each way, or actual airfare if suitable proof of air transport is provided to the Employer,
- (v) Over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of Three Hundred and Eighty Three Dollars (\$383.00) (Four Hundred and Twenty Nine Dollars (\$429.00) effective May 1, 2023) each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.

For the purposes of this Article travel allowances on projects North of Township Road 38 will be calculated from the centre of Edmonton and travel allowances on projects located South of Township Road 38 will be calculated from the centre of Calgary.

- (b) The Employee is entitled to initial transportation allowance paid on the first pay day providing the Employee works Fifteen (15) calendar days or is laid off in that (Fifteen) 15 day period.

The Employee is entitled to return transportation allowance paid on the final pay day providing the Employee works Thirty (30) calendar days or is laid off in that (Thirty) 30 day period.

Transportation allowance shall be deducted from final cheque if the Employee does not qualify.

- (c) In case of a layoff during an Employee's turnaround or other regularly scheduled break, the Employer shall attempt to contact and notify the Employee of such layoff using the contact information provided by the Employee to the Employer. If the Employer was successful in notifying the Employee or leaving a message as per the last known contact information, the Employee shall only be entitled to Return Travel Allowance and toolbox return shipment to a designated address. If the Employer failed to attempt to notify the Employee and the Employee returned to the jobsite, the Employee shall be entitled to an additional Return Travel Allowance plus Two (2) Hours pack-up time.
- (d) The Initial and Return Transportation to Remote Sites allowances set out herein shall be subject to review in January 2024 and January 2025. If there is an adjustment in the vehicle allowance, pursuant to Article 8.01 (b) (ii) for 2024 and 2025, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2024 the vehicle allowance is increased by Four (4%) Percent, each allowance shall be increased by Four (4%) Percent, rounded to the nearest dollar, and effective on the first pay period following the 1st of May 2024.
- (e) Any Member who has successfully completed all job requirements, who has been dispatched and enroute to the job, where the dispatch has been cancelled/postponed will receive compensation for travel costs at the applicable travel allowance rate as per 8.02 (a) for the travel costs required to arrive at site. Request for compensation shall be applied for in writing by the Member to the Employer within Five (5) business days using IBEW Local 424 reimbursement form.

8.03 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL

The agreed interpretation of the below provisions that time spent off the jobsite due to a jobsite closure or scheduled vacation of One (1) work week, [Seven (7) days, Five (5) days or Four (4) days as the case

may be] or longer will not be counted towards the accumulation of calendar days credited towards earning a turnaround leave. A June 1, 2004, letter of interpretation signed on behalf of the Coordinating Committee and the ABTC confirms this understanding.

(a) On jobs located beyond a Three Hundred (300) kilometer radius to a maximum of Four Hundred and Seventy Five (475) kilometers from the center of Edmonton or Calgary, or other hiring hall location, the Employer shall:

(i) Pay an allowance of One Hundred and Ninety Four Dollars (\$194.00) (Two Hundred and Seventeen Dollars (\$217.00) effective May 1, 2023) after Thirty Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty Five (35) calendar days of employment on the job.

Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.

(ii) Allow Employees Five (5) working days leave after each Thirty Five (35) calendar days of employment on the job.

(b) On jobs located beyond a Four Hundred and Seventy Five (475) kilometer radius from the center of Edmonton or Calgary, or other hiring hall location, the Employer shall:

(i) Provide a negotiated transportation allowance, not to exceed scheduled airline airfare where scheduled air service is available or pay an allowance of Three Hundred and Forty Eight Dollars (\$348.00) (Three Hundred and Ninety Dollars (\$390.00) effective May 1, 2023) where airline service is not available, after Thirty Five (35) calendar days of employment on the job and thereafter for each subsequent Thirty Five (35) calendar days of employment on the job.

(ii) Allow Employees Five (5) working days leave after each Thirty Five (35) calendar days of employment on the job.

(c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than Twenty Five Percent (25%) of the working force shall be on such home leave.

(d) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances. However, for a project on which the Fourteen (14) and Seven (7) work schedule applies, and transportation is provided, no allowance will be paid nor leave permitted. If no transportation is provided leave shall be granted subject to (c) and the allowance shall be paid.

(e) The Rotational Leave Allowance (Turnarounds - Industrial) payable as per 8.04 (a) and (b) shall be subject to review in January 2024 and January 2025. If there is an adjustment in the vehicle allowance, pursuant to Article 8.01 (b) (ii) for 2024 and 2025, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2024, the vehicle allowance is increased by Four (4%) Percent, each allowance shall be increased by Four (4%) Percent, rounded to the nearest dollar, and effective on the first pay period following the 1st of May 2024.

8.04 WEEKLY TRANSPORTATION

On jobs located outside the Free Zones of Edmonton and Calgary when weekly transportation is supplied:

- (a) Transportation shall meet the requirements of Article 8.01(c)
- (b) Employees may choose the option of utilizing weekly transportation at the time of hire.
- (c) Employees who choose this option shall not be entitled to initial/return, rotation allowances.
- (d) Where new transportation routes are established, Employees may select the option of weekly transportation and such Employees will not be required to return any initial/return, rotation allowance received.
- (e) Employees, who choose to receive initial/return, rotation allowances, may use the supplied transportation for their initial trip to the job in lieu of the initial travel allowance.
- (f) Notwithstanding the foregoing, Employees who have selected weekly transportation, and who are hired or terminated on a day when weekly transportation is not scheduled, shall be entitled to cost of one-way commercial bus fare to Edmonton, Calgary, established transportation pick up point or job. Transportation or taxi fare from the job to the bus terminal will be provided.
- (g) Employees who have selected weekly transportation are allowed rotation leave as per Article 8.03.

8.05 LOCAL RESIDENTS

- (a) A Local Resident shall mean an Employee who:
Is a member of the Union and has resided within a Seventy Five (75) kilometer radius of the center of a job site which is beyond daily commuting distance from Edmonton or Calgary and whose principle residence is the place where he/she, in the settled routine of his/her life, regularly, normally or customarily lives, with the underlying premise that everyone must be resident somewhere. Residency shall be determined as per Local Union Hiring Procedures and shall be validated upon request.
- (b) Local Residents residing within a Forty Five (45) kilometer radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.

Local residents residing between a Forty Five (45) kilometer radius and a Seventy Five (75) kilometer radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of Thirty Six Dollars (\$36.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of Nineteen Dollars (\$19.00) will be paid for each day worked.

- (c) Where a camp kitchen is established, and on jobs where camp residents may go to the camp kitchen for the noon meal Local Residents will also be entitled to the noon meal.

Local Residents are not entitled to bag lunches.

On Jobs where soup is provided to the job site Local Residents are entitled to soup.

- (d) Where a Local Resident is required to work overtime, the Local Resident shall be entitled to overtime meals in accordance with this Agreement.
- (e) The Parties agree that the early participation of qualified Local Residents in work undertaken under this Agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesmen will be given an opportunity to join the Union.
- (f) The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members the Parties will meet and address the issue.
- (g) For the purposes of determining Local Residents in the Fort McMurray area, residents of Anzac and Saprae Creek will be considered to be residents of Fort McMurray for projects north of Fort McMurray and residents of Fort McKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray.

8.06 ACCOMMODATION, ROOM & BOARD

On jobs located outside the Free Zone when Employees do not return daily to the Free Zone the Employer shall:

Provide a camp or arrange for and provide suitable commercial accommodations and meals or pay per diem.

The Parties agree that wherever practical and workable, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of a per diem allowance. However, any of these Three (3) options will satisfy the Employer's obligations pursuant to this Article.

- (a) Where camps are provided, all camps must meet the specifications as negotiated by the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 – 2018 Camp Rules and Regulations, or any successor thereto. Where a camp is provided, all Employees shall use the facilities of the camp at no cost to the Employee. Camp facilities shall be available for the day immediately preceding the shift plus days worked, where the camp provided by an owner is available.

Should an Employee residing in camp accommodation be requested by the Employer or the Client's designated camp management personnel to move to another room or camp, the

Employee shall be provided adequate time during working hours to do so, or the Employee shall be paid Two (2) hours at the Classification Basic Hourly Rate to carry out the move. Transportation will be provided by the Employer if requested by the Employee.

All grievances concerning the Camp Agreement will be resolved through the grievance procedure provided in the current BTA/CLRA Camp Rules and Regulations.

- (b) Where commercial accommodations are provided, the Employer shall pay the actual costs of meals and accommodations for days worked unless the Employees cannot return home on weekends. Where rooms are available, there shall be One (1) Employee per room.

On jobs outside a Two Hundred and Fifty (250) kilometer radius of Edmonton or Calgary, the Employer shall provide accommodation for the day prior to the first shift if the Employee chooses to travel to the job the day prior to the first shift.

In the event that any difference arises respecting the adequacy of accommodation provided by the Employer, the difference shall be referred to a balanced committee of appointees of the Union and the ECAA, which committee shall make a final and binding decision within Five (5) days from the date of referral.

- (c) Where Per Diem is paid:

- (i) On jobs within a Four Hundred and Seventy Five (475) kilometer radius of Edmonton or Calgary, (excluding National Parks), reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of One Hundred and Ten Dollars (\$110.00) per day worked inclusive of GST, however, reimbursement toward such expenses in the following areas shall be as follows:

- Fort McMurray – One Hundred and Ninety Five Dollars (\$195.00) per day worked inclusive of GST.
- High Level - One Hundred and Eighty Five Dollars (\$185.00) per day worked inclusive of GST.
- Peace River - One Hundred and Sixty Five Dollars (\$165.00) per day worked inclusive of GST.
- Lloydminster - One Hundred and Sixty Dollars (\$160.00) per day worked inclusive of GST.
- Canmore/Exshaw, Drumheller, Hardisty/Wainwright – One Hundred and Fifty Five Dollars (\$155.00) per day worked inclusive of GST.
- Athabasca, Bonnyville, Cold Lake, Edson, Elk Point/Vermillion, Fox Creek, Grande Cache, Grande Prairie, Hanna, Hinton, Rocky Mountain House, Whitecourt - One Hundred and Fifty Dollars (\$150.00) per day worked inclusive of GST.
- Caroline, Medicine Hat, Pincher Creek/Waterton - One Hundred and Forty Dollars (\$140.00) per day worked inclusive of GST.
- Empress, Forestburg, Red Deer - One Hundred and Thirty Five Dollars (135.00) per day worked inclusive of GST.
- Camrose, Stettler - One Hundred and Twenty Dollars (\$120.00) per day worked inclusive of GST.

- Swan Hills - One Hundred and Fifteen Dollars (\$115.00) per day worked inclusive of GST.

Per Diem allowance will be paid for any General Holiday which falls on a scheduled workday other than a Monday or Friday (Thursday where a 4-10's workweek schedule is in effect) provided the Employee reports for Work on the workday immediately preceding and following the General Holiday. On jobs outside a Two-Hundred and Fifty (250) kilometer radius of Edmonton or Calgary the Employer shall pay the cost of accommodation for the day prior to the first shift if the Employee chooses to travel to the job the day prior to the first shift and stays the night of the last shift. Receipts must be produced.

- (ii) Applicable beyond a Four Hundred and Seventy Five (475) kilometer radius of the Cities of Edmonton and Calgary (excluding National Parks and Northwest Territories).

On a Seven (7) days per week basis:

Reimbursement towards the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of One Hundred and Ten Dollars (\$110.00) per day inclusive of GST.

Employees failing to report for work on the workday immediately preceding and following a weekend or General Holiday will receive the above for days worked only.

- (iii) When an Employee is directed or dispatched to work on a project in an area where all available accommodation is inflated in price, the Employer will provide suitable room and board or the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:

The subsistence allowance can be adjusted by mutual consent between the Employer/ECAA and the Union or referred to the Subsistence Review Committee who shall review the cost of hotels and meals and set a rate or adjust a rate to reasonably cover the costs.

The Subsistence Review Committee will consist of:

- One (1) representative appointed by the Building Trades of Alberta;
- One (1) representative appointed by the Coordinating Committee of Registered Employers' Organizations;
- One (1) representative appointed by the National Maintenance Council; and
- One (1) representative appointed by the Boilermakers Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and/or the General Maintenance Agreement.

The decision of the Subsistence Review Committee shall be binding.

Should conditions warrant the payment of a greater amount, or where agreed on at a pre-job conference, then such amount shall prevail and be paid.

- (iv) Employees may request in writing an advance of per diem allowance upon initial hire.

It shall be paid to the Employee by cheque, Direct Deposit, or e-Transfer as per Article 6.07 (a).

Applicable to all regions: Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather shall receive their board and room or daily allowance. Employees unable to work subject to any of the above stated conditions must remain at the accommodation paid for by the Employer to be eligible for board and room or daily allowance and further, where the Employee is unable to work due to illness, the Employee must also provide a doctor's note confirming such illness.

Employees who leave the job prior to the end of shift without the consent of the Employer will not be entitled to per diem for the day.

Employees who leave the job prior to the end of the shift with the consent of the Employer will be entitled to a full day per diem if at least one half of the shift is worked.

Employees who leave the job prior to the end of the shift with the consent of the Employer will be entitled to one half days per diem if less than one half of the shift is worked.

- 8.07 On jobs located outside the Free Zone, for the purpose of calculating contributions to the Electrical Industry Benefit Trust Funds as contained in Article Eleven of this Agreement traveling allowance outside a regular day's work shall not be considered as time worked.

ARTICLE NINE - FOREMEN AND WORKING CONDITIONS

- 9.01 (a) More than Five (5) Journeymen on a job, One (1) shall be a Foreman who may supervise not more than Ten (10) Journeymen, including any Sub-foremen.
- (b) A Sub-foreman may supervise not more than Four (4) Journeymen.
- (c) Three (3) Foremen on a job, the Employer shall employ a General Foreman.
- (d) General Foremen and Foremen having more than Four (4) Journeymen under their supervision shall not work with the tools of their trade.
- (e) General Foremen, Foremen, and Sub-foremen shall be Journeymen members of the Local Union. Upon presentation of suitable evidence that no qualified Journeymen members of the Local Union are willing, or available to be General Foreman, Foreman, or Sub-foreman, the Local Union may consent to have members of other IBEW Local Unions fulfill these positions, such consent will not be unduly withheld.

- (f) Sub-foreman, Foreman and General Foreman who have completed Better Supervision, Leadership in Safety Excellence and hold the ICCS (Industrial Construction Crew Supervisor) designation shall be paid an additional premium of One Dollar and Fifty Cents (\$1.50) per hour to the Basic Hourly Rates identified in Article 10.

This premium shall be paid on an "hours worked" basis and shall not multiply on overtime hours.

- (g) The classification of a job shall be a unit of work covered by an electrical permit.

9.02 On all work coming under the terms of this Agreement, where General Foremen and Foremen are employed, orders shall be given in the sequence of authority.

9.03 Personal Facilities: On jobs under the terms of this Agreement every Employer shall:

- (a) Ensure that flush toilets are provided on all jobs as soon as job conditions permit. Where job conditions do not permit, then other conditions will be agreed to between the Employer and Union. These facilities shall be properly heated and will be maintained in a clean and sanitary condition, and subject to Union and Health Department Inspection. In the event that proper facilities as described above are not provided, no Employee will be penalized for leaving the job in the case of necessity;
- (b) Where more than Seven (7) Employees are employed, provide heated storage for Employees' clothing which will be a minimum of Two (2) meters from any wall to the edge of the table, unless a proper barrier is in place;
- (c) Provide safe drinking water and cups at all times, which shall be properly cooled in warm weather; and
- (d) When Employer supplied, provide facilities of adequate size to ensure Employees a proper place to eat. Each Employee shall be given table space at standard-size tables Eight Hundred and Twenty (820) mm wide and Three Hundred and Eighty (380) mm in depth, chairs with backs shall be provided. These facilities shall be heated and kept clean.

9.04 The Employer will provide all special equipment and protective devices and adequately fitting clothing as required by the Alberta Safety Codes Act and Occupational Health and Safety Act, pursuant to all regulations established there under. For female Employees, the Employer will provide safety equipment (harnesses) suited for females.

9.05 Where Employees are required to work on energized circuits or equipment of Four-Hundred and Eighty (480) volts or higher, phase to phase, Two (2) Journeymen shall work together at all times.

9.06 The Employer will provide adequately fitting rain jackets, rain pants and rubber boots when the Employee is required to work in the rain. The Employer will provide rubber boots when the Employee is required to work in water or severe muddy conditions.

9.07 When Employees are required to perform work outside the jurisdiction of the Local Union, where a higher wage prevails, the Employee shall be paid at such higher rate.

9.08 The Employer shall, when making reductions to the work force, use the following sequence in each classification as identified in Article 15:

- (a) Temporary Foreign Workers (TFW)
- (b) Non-members of the IBEW
- (c) Members of other IBEW Local Unions
- (d) Members of the Union.
- (e) Notwithstanding the above, Employees on a Project may be offered the opportunity to exercise the option to accept a voluntary layoff when there are layoffs planned on the Project. In such cases this option will be offered to members of the Union first, Members of other IBEW Local Unions second, Non-members of the IBEW third and TFW last.

9.09 The Employer shall provide:

- (a) Protective leather gloves, safety glasses and goggles for Employees required to work with welders. Welders, in addition to safety hats, shall be provided with adequately fitting welding gloves, goggles and welding helmets.
- (b) Adequately fitting protective clothing where acids, chemicals, grease, dust or fibers prevail.
- (c) Cleaning of protective clothing before re-issue.
- (d) Fire retardant coveralls will be provided where required, and fire retardant parkas will be provided between the months of October through March.

All such protective clothing and equipment shall be returned by the Employee when no longer required, or upon termination of employment.

9.10 Welding Tests

- (a) If the Employer requires a welder's test that is different from the Alberta Government requirements, the Employer shall pay for the test.
- (b) The Parties recognize the need to have CWB certified welders available to go to work on short notice upon clearing Local Union 424 dispatch, the following system is established for member welders to obtain practice time and CWB certification.
 - (i) Local Union 424 has been approved to provide CWB certification for its members.
 - (ii) Local Union 424 has agreements with practice/testing facilities in Edmonton, Calgary and Fort McMurray to provide practice time and testing for CWB certification. Please contact the nearest IBEW 424 Training Center to obtain detailed information as to practice/testing facility locations.

- (iii) These practice/testing facilities will invoice the Electrical Industry Training Center for practice time. The cost of the practice time will be guaranteed with a promissory note from Local 424. The limits set out in the Training Center policy will remain. Any changes in those limits will be subject to approval by the Board of Trustees for the Electrical Industry Education Trust Fund of Alberta. A provision will be added to the existing application form that the applicant shall successfully complete the test at one of the approved practice/testing facilities.
 - (iv) The initial **CWB test** will be paid for by the ECAA (at the applicable rates as established with the approved facilities) through the Electrical Contractors Industry Fund. If a welder fails the initial test, **they are** responsible for any additional costs required to obtain the certification.
 - (v) It is the welder's responsibility to re-test when required to maintain **their** CWB certification. Providing the welder re-tests in a timely manner, the ECAA will pay for the "check" test (at the applicable rates as established with the approved facilities) required for recertification. If a welder fails the "check" test **they are** responsible for any additional costs required to obtain that recertification.
 - (vi) Upon successful completion of test or retest and whether a welder is employed or not, Local Union 424 will issue the CWB certification. Certification is valid for Two (2) years.
 - (vii) The Electrical Industry Training Centre will track CWB certification for welders and notify Local Union 424 well in advance of their CWB certification expiry date.
 - (viii) Local Union 424 will notify the member of their need to re-test.
 - (ix) For existing Employees requiring the "check" test, the Employer shall also pay at the Classification Basic Hourly Rate for the time to take the test, plus if applicable, all travel time or travel allowance, travel expenses and subsistence, at a location and time as determined by the Employer.
- (c) For welder tests other than CWB, the Employer shall also pay the successful candidates at the Classification Basic Hourly Rate for the time to take the test plus, if applicable, all travel or travel allowance, travel expenses and subsistence.
 - (d) The successful candidate agrees to start working for the Employer or forfeit all costs and payments in (c) above.

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.01 EFFECTIVE MARCH 26, 2023

STRAIGHT TIME

Classification	'Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$10.00	61.17	6.117	2.15	6.35	0.50	0.01	0.00	76.30
ICCS GEN. FOREMAN	(100%+\$10.00)+\$1.50	62.67	6.267	2.15	6.35	0.50	0.01	0.00	77.95
FOREMAN	100%+\$7.00	58.17	5.817	2.15	6.35	0.50	0.01	0.00	73.00
ICCS FOREMAN	(100%+\$7.00)+\$1.50	59.67	5.967	2.15	6.35	0.50	0.01	0.00	74.65
SUB-FOREMAN	100%+\$4.00	55.17	5.517	2.15	6.35	0.50	0.01	0.00	69.70
ICCS SUB-FOREMAN	(100%+\$4.00)+\$1.50	56.67	5.667	2.15	6.35	0.50	0.01	0.00	71.35
* JOURNEYMAN	100	51.17	5.117	2.15	6.35	0.50	0.01	0.00	65.30
4TH YEAR APP.	80	40.94	4.094	2.15	5.08	0.50	0.01	0.00	52.77
3RD YEAR APP.	70	35.82	3.582	2.15	4.45	0.50	0.01	0.00	46.51
2ND YEAR APP.	60	30.70	3.070	2.15	3.81	0.50	0.01	0.00	40.24
1ST YEAR APP.	50	25.59	2.56	2.15	0.00	0.50	0.01	0.00	30.81

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)
UCAD - (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.02 EFFECTIVE MARCH 26,2023

ONE AND ONE HALF (1-1/2) TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$15.00	91.76	9.176	2.15	6.35	0.50	0.01	3.18	113.13
ICCS GEN. FOREMAN	(100%+\$15.00)+\$1.50	93.26	9.326	2.15	6.35	0.50	0.01	3.18	114.78
FOREMAN	100%+\$10.50	87.26	8.726	2.15	6.35	0.50	0.01	3.18	108.18
ICCS FOREMAN	(100%+\$10.50)+\$1.50	88.76	8.876	2.15	6.35	0.50	0.01	3.18	109.83
SUB-FOREMAN	100%+\$6.00	82.76	8.276	2.15	6.35	0.50	0.01	3.18	103.23
ICCS SUB-FOREMAN	(100%+\$6.00)+\$1.50	84.26	8.426	2.15	6.35	0.50	0.01	3.18	104.88
* JOURNEYMAN	100	76.76	7.676	2.15	6.35	0.50	0.01	3.18	96.63
4TH YEAR APP.	80	61.41	6.141	2.15	5.08	0.50	0.01	0.00	75.29
3RD YEAR APP.	70	53.73	5.373	2.15	4.45	0.50	0.01	0.00	66.21
2ND YEAR APP.	60	46.05	4.605	2.15	3.81	0.50	0.01	0.00	57.13
1ST YEAR APP.	50	38.39	3.839	2.15	0.00	0.50	0.01	0.00	44.89

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)
UCAD – (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.03 EFFECTIVE MARCH 26, 2023

TWO (2) TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$20.00	122.34	12.234	2.15	6.35	0.50	0.01	6.35	149.93
ICCS GEN. FOREMAN	(100%+\$20.00)+\$1.50	123.84	12.384	2.15	6.35	0.50	0.01	6.35	151.58
FOREMAN	100%+\$14.00	116.34	11.634	2.15	6.35	0.50	0.01	6.35	143.33
ICCS FOREMAN	(100%+\$14.00)+\$1.50	117.84	11.784	2.15	6.35	0.50	0.01	6.35	144.98
SUB-FOREMAN	100%+\$8.00	110.34	11.034	2.15	6.35	0.50	0.01	6.35	136.73
ICCS SUB-FOREMAN	(100%+\$8.00)+\$1.50	111.84	11.184	2.15	6.35	0.50	0.01	6.35	138.38
* JOURNEYMAN	100	102.34	10.234	2.15	6.35	0.50	0.01	6.35	127.93
4TH YEAR APP.	80	81.88	8.188	2.15	5.08	0.50	0.01	0.00	97.81
3RD YEAR APP.	70	71.64	7.164	2.15	4.45	0.50	0.01	0.00	85.91
2ND YEAR APP.	60	61.40	6.140	2.15	3.81	0.50	0.01	0.00	74.01
1ST YEAR APP.	50	51.18	5.118	2.15	0.00	0.50	0.01	0.00	58.96

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)
UCAD – (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.04 EFFECTIVE OCTOBER 01, 2023

STRAIGHT TIME

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$10.00	63.22	6.322	2.15	6.35	0.50	0.01	0.00	78.55
ICCS GEN. FOREMAN	(100%+\$10.00)+\$1.50	64.72	6.472	2.15	6.35	0.50	0.01	0.00	80.20
FOREMAN	100%+\$7.00	60.22	6.022	2.15	6.35	0.50	0.01	0.00	75.25
ICCS FOREMAN	(100%+\$7.00)+\$1.50	61.72	6.172	2.15	6.35	0.50	0.01	0.00	76.90
SUB-FOREMAN	100%+\$4.00	57.22	5.722	2.15	6.35	0.50	0.01	0.00	71.95
ICCS SUB-FOREMAN	(100%+\$4.00)+\$1.50	58.72	5.872	2.15	6.35	0.50	0.01	0.00	73.60
* JOURNEYMAN	100	53.22	5.322	2.15	6.35	0.50	0.01	0.00	67.55
4TH YEAR APP.	80	42.58	4.258	2.15	5.08	0.50	0.01	0.00	54.58
3RD YEAR APP.	70	37.25	3.725	2.15	4.45	0.50	0.01	0.00	48.09
2ND YEAR APP.	60	31.93	3.193	2.15	3.81	0.50	0.01	0.00	41.59
1ST YEAR APP.	50	26.61	2.66	2.15	0.00	0.50	0.01	0.00	31.93

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)
UCAD – (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.05 EFFECTIVE OCTOBER 01, 2023

ONE AND ONE HALF (1-1/2) TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$15.00	94.83	9.483	2.15	6.35	0.50	0.01	3.18	116.50
ICCS GEN. FOREMAN	(100%+\$15.00)+\$1.50	96.33	9.633	2.15	6.35	0.50	0.01	3.18	118.15
FOREMAN	100%+\$10.50	90.33	9.033	2.15	6.35	0.50	0.01	3.18	111.55
ICCS FOREMAN	(100%+\$10.50)+\$1.50	91.83	9.183	2.15	6.35	0.50	0.01	3.18	113.20
SUB-FOREMAN	100%+\$6.00	85.83	8.583	2.15	6.35	0.50	0.01	3.18	106.60
ICCS SUB-FOREMAN	(100%+\$6.00)+\$1.50	87.33	8.733	2.15	6.35	0.50	0.01	3.18	108.25
* JOURNEYMAN	100	79.83	7.983	2.15	6.35	0.50	0.01	3.18	100.00
4TH YEAR APP.	80	63.87	6.387	2.15	5.08	0.50	0.01	0.00	78.00
3RD YEAR APP.	70	55.88	5.588	2.15	4.45	0.50	0.01	0.00	68.58
2ND YEAR APP.	60	47.90	4.790	2.15	3.81	0.50	0.01	0.00	59.16
1ST YEAR APP.	50	39.92	3.992	2.15	0.00	0.50	0.01	0.00	46.57

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)

Union dues (Article 4.08)

Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))

One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)

** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)

ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)

UCAD – (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.06 EFFECTIVE OCTOBER 01, 2023

TWO (2) TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$20.00	126.44	12.644	2.15	6.35	0.50	0.01	6.35	154.44
ICCS GEN. FOREMAN	(100%+\$20.00)+\$1.50	127.94	12.794	2.15	6.35	0.50	0.01	6.35	156.09
FOREMAN	100%+\$14.00	120.44	12.044	2.15	6.35	0.50	0.01	6.35	147.84
ICCS FOREMAN	(100%+\$14.00)+\$1.50	121.94	12.194	2.15	6.35	0.50	0.01	6.35	149.49
SUB-FOREMAN	100%+\$8.00	114.44	11.444	2.15	6.35	0.50	0.01	6.35	141.24
ICCS SUB-FOREMAN	(100%+\$8.00)+\$1.50	115.94	11.594	2.15	6.35	0.50	0.01	6.35	142.89
* JOURNEYMAN	100	106.44	10.644	2.15	6.35	0.50	0.01	6.35	132.44
4TH YEAR APP.	80	85.16	8.516	2.15	5.08	0.50	0.01	0.00	101.42
3RD YEAR APP.	70	74.50	7.450	2.15	4.45	0.50	0.01	0.00	89.06
2ND YEAR APP.	60	63.86	6.386	2.15	3.81	0.50	0.01	0.00	76.72
1ST YEAR APP.	50	53.22	5.322	2.15	0.00	0.50	0.01	0.00	61.20

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)

Union dues (Article 4.08)

Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))

One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)

** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)

ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)

UCAD – (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.07 EFFECTIVE MAY 05, 2024

STRAIGHT TIME

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$10.00	65.35	6.535	2.20	6.35	0.60	0.01	0.00	81.05
ICCS GEN. FOREMAN	(100%+\$10.00)+\$1.50	66.85	6.685	2.20	6.35	0.60	0.01	0.00	82.70
FOREMAN	100%+\$7.00	62.35	6.235	2.20	6.35	0.60	0.01	0.00	77.75
ICCS FOREMAN	(100%+\$7.00)+\$1.50	63.85	6.385	2.20	6.35	0.60	0.01	0.00	79.40
SUB-FOREMAN	100%+\$4.00	59.35	5.935	2.20	6.35	0.60	0.01	0.00	74.45
ICCS SUB-FOREMAN	(100%+\$4.00)+\$1.50	60.85	6.085	2.20	6.35	0.60	0.01	0.00	76.10
* JOURNEYMAN	100	55.35	5.535	2.20	6.35	0.60	0.01	0.00	70.05
4TH YEAR APP.	80	44.28	4.428	2.20	5.08	0.60	0.01	0.00	56.60
3RD YEAR APP.	70	38.75	3.875	2.20	4.45	0.60	0.01	0.00	49.89
2ND YEAR APP.	60	33.21	3.321	2.20	3.81	0.60	0.01	0.00	43.15
1ST YEAR APP.	50	27.68	2.77	2.20	0.00	0.60	0.01	0.00	33.26

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)
UCAD – (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.08 EFFECTIVE MAY 05, 2024

ONE AND ONE HALF (1-1/2) TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$15.00	98.03	9.803	2.20	6.35	0.60	0.01	3.18	120.17
ICCS GEN. FOREMAN	(100%+\$15.00)+\$1.50	99.53	9.953	2.20	6.35	0.60	0.01	3.18	121.82
FOREMAN	100%+\$10.50	93.53	9.353	2.20	6.35	0.60	0.01	3.18	115.22
ICCS FOREMAN	(100%+\$10.50)+\$1.50	95.03	9.503	2.20	6.35	0.60	0.01	3.18	116.87
SUB-FOREMAN	100%+\$6.00	89.03	8.903	2.20	6.35	0.60	0.01	3.18	110.27
ICCS SUB-FOREMAN	(100%+\$6.00)+\$1.50	90.53	9.053	2.20	6.35	0.60	0.01	3.18	111.92
* JOURNEYMAN	100	83.03	8.303	2.20	6.35	0.60	0.01	3.18	103.67
4TH YEAR APP.	80	66.42	6.642	2.20	5.08	0.60	0.01	0.00	80.95
3RD YEAR APP.	70	58.13	5.813	2.20	4.45	0.60	0.01	0.00	71.20
2ND YEAR APP.	60	49.82	4.982	2.20	3.81	0.60	0.01	0.00	61.42
1ST YEAR APP.	50	41.52	4.152	2.20	0.00	0.60	0.01	0.00	48.48

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)
UCAD – (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE TEN- INDUSTRIAL WAGES AND BENEFIT SCHEDULES

10.09 EFFECTIVE MAY 05, 2024

TWO (2) TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Workforce Development Fund	Contractor RRSP	Gross Hourly Pay
GEN. FOREMAN	100%+\$20.00	130.70	13.070	2.20	6.35	0.60	0.01	6.35	159.28
ICCS GEN. FOREMAN	(100%+\$20.00)+\$1.50	132.20	13.220	2.20	6.35	0.60	0.01	6.35	160.93
FOREMAN	100%+\$14.00	124.70	12.470	2.20	6.35	0.60	0.01	6.35	152.68
ICCS FOREMAN	(100%+\$14.00)+\$1.50	126.20	12.620	2.20	6.35	0.60	0.01	6.35	154.33
SUB-FOREMAN	100%+\$8.00	118.70	11.870	2.20	6.35	0.60	0.01	6.35	146.08
ICCS SUB-FOREMAN	(100%+\$8.00)+\$1.50	120.20	12.020	2.20	6.35	0.60	0.01	6.35	147.73
* JOURNEYMAN	100	110.70	11.070	2.20	6.35	0.60	0.01	6.35	137.28
4TH YEAR APP.	80	88.56	8.856	2.20	5.08	0.60	0.01	0.00	105.31
3RD YEAR APP.	70	77.50	7.750	2.20	4.45	0.60	0.01	0.00	92.51
2ND YEAR APP.	60	66.42	6.642	2.20	3.81	0.60	0.01	0.00	79.68
1ST YEAR APP.	50	55.36	5.536	2.20	0.00	0.60	0.01	0.00	63.71

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.12/hour worked (Explanation and caveat: \$0.12 includes the Employer portion of the Workforce Development Fund contribution, \$0.10 plus GST ECAA Industry Fund contribution and the Employee portion of the Workforce Development Fund contribution as listed in the above schedule. ECAA forwards \$0.02 to the Workforce Development Fund). NMA, LMA and GPMA \$0.06 plus GST (Article 17)
UCAD – (Article 20) Construction, NMA, and LMA \$0.08/hour worked plus GST, GPMA \$0.04/ hour worked plus GST

ARTICLE ELEVEN - ELECTRICAL INDUSTRY BENEFITS

11.01 INSURANCE BENEFIT PLAN

- (a) The Parties hereto acknowledge the "Electrical Industry Insurance Benefit Trust Fund of Alberta", such Fund having been constituted by Trust Agreement dated April 1, 1971, as amended from time to time, entered into between the Electrical Contractors Association of Alberta, of the first part, and Local Union 424, IBEW, of the second part. The Parties hereto agree to be bound by the terms of the said Trust Agreement as amended from time to time by the Trustees appointed from time to time thereunder. It is agreed that the Trustees of the said Fund shall serve as Trustees in accordance with the terms of the said Trust Agreement.
- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said Fund at the Hourly Rates set out in sub-clause (c) of this Article 11.01, such rates being for each, and every hour worked by any Employee under the job Classifications set out in this Collective Bargaining Agreement. Such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer for all hours worked by all Employees in the said Classifications in a month, and a report listing the names of the Employees so credited shall be forwarded by the Employer to the said Fund to be received on or before the Fifteenth (15th) of the month following. EACH EMPLOYER SHALL FILE A MONTHLY REPORT WHETHER OR NOT HE HAD PARTICIPATING EMPLOYEES. It is understood that the contributions negotiated under this clause are for the benefit of the Employees of the Employers as such Employers are recognized by the Trustees of the said Fund and said Trustees shall continue to have full discretion to make, from time to time, reasonable rules in this respect.
- (c) The rate of said contributions to the said Fund for all hours worked shall be:

Effective March 26, 2023 = Two Dollars and Fifteen Cents (\$2.15) per hour for all hours worked.

Effective May 05, 2024 = Two Dollars and Twenty Cents (\$2.20) per hour for all hours worked.

11.02 PENSION PLAN

- (a) The Parties hereto acknowledge the "Electrical Industry Pension Trust Fund of Alberta" (EIPTFA), such Fund having been constituted by Trust Agreement dated March 6, 1974, as amended from time to time, entered into between the Electrical Contractors Association of Alberta, of the first part, and Local Union 424, IBEW, of the second part. The Parties hereto agree to be bound by the terms of the said Trust Agreement as amended from time to time by the Trustees appointed from time to time thereunder. It is agreed that the Trustees of the said Fund shall serve as Trustees in accordance with the terms of the said Trust Agreement.
- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said Fund at the Hourly Rates set out in sub-clause (c) of this Article 11.02, such rates being for each and every hour worked by an Employee under the job Classifications set out in this Collective Bargaining Agreement. Such contributions are to be made solely by the Employer, and no

Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Collective Bargaining Agreement and do not constitute a payment of wages. Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer for all hours worked by all Employees in the said Classifications in a month and a report listing the names of the Employees so credited shall be forwarded by the Employer to the said Fund to be received on or before the Fifteenth (15th) of the month following. EACH EMPLOYER SHALL FILE A MONTHLY REPORT WHETHER OR NOT HE HAD PARTICIPATING EMPLOYEES. It is understood that the contributions negotiated under this clause are for the benefit of the Employees of the Employers as such Employers are recognized by the Trustees of the said Fund and said Trustees shall continue to have full discretion to make, from time to time reasonable rules in this respect.

- (i) EIPTFA is a specified Multi-Employer Defined Benefit Pension Plan and recent changes the Income Tax Act affect what contributions can be made to that kind of Pension Plan. The new rules apply in respect of any Collective Agreement entered into on or after January 1, 2020.

Given these new rules, this Collective Agreement between the ECAA and Local Union 424 is changed to :

1. No contributions can be paid to the EIPTFA for any EIPTFA Member at any time after the end of the calendar year in which the Member turns Seventy One (71) years old.
2. No contributions can be paid to EIPTFA Defined Benefit Pension Plan for any EIPTFA Member (whether or not employed) if that Member is receiving a Pension benefit from the EIPTFA Defined Benefit Pension Plan.

In response to these changes to the Income Tax Act the EIPTFA Trustees created the Electrical Industry Savings Plan ("Savings Plan"). An Employer shall make contributions to the Savings Plan instead of to the EIPTFA Defined Benefit Pension Plan, for its Employees who are receiving a Pension benefit from the EIPTFA Defined Benefit Pension Plan and who have not reached the end of the calendar year in which they reach age Seventy One (71). For clarity, no contributions shall be paid to the Savings Plan (or to the EIPTFA) for a Member after the end of the calendar year in which the Member turns Seventy One (71).

The Fund referred to above is made up of the Defined Benefit Pension Plan and the Savings Plan. Any Employee who is in receipt of a Pension from the Defined Benefit Pension Plan of the Fund, any contributions required to be paid under this Article will be paid to the Savings Plan. Despite anything else in this Article, no contributions can be paid to the Fund in respect of an Employee after the end of the calendar year in which the Employee reaches age Seventy One (71). For Employees after the end of the calendar year in which they reach age Seventy One (71), the contributions will be paid to the Employee as additional wages as per Appendix H.

- (c) Effective 2nd Sunday after ratification (add effective date once ratified) the rate of said contributions to the said Fund for industrial hours worked shall be Six Dollars and Thirty Five Cents (\$6.35) per hour worked.

Effective 2nd Sunday after ratification (add effective date once ratified) the rates of said contributions to the said fund shall be as stated above for all Classifications except for Apprentices. The rate of contributions for apprentices for all hours worked shall be:

1. For the Fourth (4th) Year Apprentice they will be at an Eighty Percent (80%) rate.

Fourth Year Rate: Five Dollars and Eight Cents (\$5.08) per hour for all hours worked.

2. For the Third (3rd) Year Apprentice they will be at a Seventy Percent (70%) rate.

Third Year Rate: Four Dollars and Forty Five Cents (\$4.45) per hour for all hours worked.

3. For the Second (2nd) Year Apprentice they will be at a Sixty Percent (60%) rate.

Second Year Rate: Three Dollars and Eighty One Cents (\$3.81) per hour for all hours worked.

4. For the First (1st) Year of an Apprenticeship there are no Pension contributions.

11.03 ELECTRICAL INDUSTRY EDUCATION PLAN

- (a) The Parties hereto acknowledge the "Electrical Industry Education Trust Fund of Alberta," having been constituted by a Trust Agreement effective May 1, 1999 between the Electrical Contractors Association of Alberta, of the first part and Local Union 424, IBEW of the second part, such Fund being successor to the Electrical Education Trust Fund of Northern Alberta and the Electrical Industry Education Trust Fund of Southern Alberta, which was created by similar trust agreement effective May 1, 1977, and October 1, 1977, respectively.

The Parties hereto agree to be bound by the terms of the said Trust Agreement as amended from time to time by the Trustees appointed from time to time thereunder. It is agreed that the Trustees of the said Fund shall serve as Trustees in accordance with the terms of the said Trust Agreement.

- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said Fund at the Hourly Rate set out in sub-clause (d) of this Article 11.03, such rate being for each, and every hour worked by any Employee under the job Classifications set out in this Collective Bargaining Agreement. Such contributions are to be made solely by the Employer, and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer for all hours worked by all Employees in the said Classifications in a month and a report listing the names of the Employees so credited shall be forwarded by the Employer to the said Fund to be received on or before the Fifteenth (15th) of the month following. EACH EMPLOYER SHALL FILE A MONTHLY REPORT WHETHER OR NOT HE HAD PARTICIPATING EMPLOYEES. It is understood that the contributions negotiated under this clause are for the benefit of the Employees of the Employers as such Employers are recognized by the Trustees of the said Fund and said Trustees shall continue to have full discretion to make, from time to time, reasonable rules in this respect.

- (c) While the parties hereto acknowledge that under the Trust Agreement described in Article 11.03(c) herein, the Trustees have full authority to determine all questions of nature, amount and eligibility for benefits provided under the Fund, it is their desire that Five Cents (\$0.05) of the Hourly contribution rate to the said Fund be allocated for the benefit of the Employees classified as Apprentices of the Employer as such Employers are recognized by the Trustees of the said Fund, to assist the payment of tuition fees and associated costs when attending approved technical training and/or for the provision of training and certification for Employees classified as Sub-foremen, Foreman or General Foreman and those persons deemed by the Trustees of the said Fund to be prospective Sub-foremen, Foreman or General Foreman.

Further, it is the parties' desire that the Trustees, in establishing the form of such benefits and rules of eligibility, consider the recommendations of the Joint Apprenticeship Training Committee (JATC).

- (d) The rates of said contributions to the said Funds shall be:

Effective March 26, 2023 = Fifty Cents (\$0.50) per hour for all hours worked.

Effective May 05, 2024 = Sixty Cents (\$0.60) per hour for all hours worked.

11.04 ELECTRICAL INDUSTRY ENHANCEMENT PROGRAM OF ALBERTA

- (a) The Parties hereby agree to the establishment of and do hereby establish the Electrical Industry Enhancement Program funded in accordance with the provisions of this Article 11.04 as amended from time to time by the Parties.
- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to a fund created pursuant to this Program at the Hourly Rates set out in sub clause (c) for this Article 11.04, such rates being calculated for each, and every hour worked by an Employee under the job Classification set out in this Collective Bargaining Agreement. Upon the wages of an Employee becoming due, the said contribution shall be calculated by the Employer for all hours worked, whether regular or overtime, by all Employees in said Classification in a month and a report listing the names and hours of the Employees so credited, together with the contributions for same, shall be forwarded by the Employer to the Local to be received on or before the Fifteenth (15th) day of the month following. **EACH EMPLOYER SHALL FILE A MONTHLY REPORT WHETHER OR NOT HE HAS PARTICIPATING EMPLOYEES.** It is understood that the contributions negotiated under this clause as specified below are for the benefit of the Employees of the Employers.
- (c) Contributions to the said Program to be deducted from the Employee's wages shall be:
- (i) At the rate of Six Cents (\$0.06) per hour for all Employees in each Classification, which shall be allocated to the payment of the Employees' Union dues;
- (ii) At an effective date and at the contribution rate for each hour worked to be determined by the Union, notice of which shall be provided in writing by the Union to the Association, for Journeymen only in each Classification, i.e., General Foremen, Foremen, Sub-foremen

and Journeymen, to a Registered Retirement Savings Plan registered in the Employee's name and for his benefit in accordance with the terms and conditions of agreements between Local Union 424 of the International Brotherhood of Electrical Workers and a financial institution to be designated by it. ALL EMPLOYEES SHALL MAINTAIN A CURRENT AND ACTIVE ACCOUNT AT SERVUS CREDIT UNION LTD. The said contribution is presently established at One Dollar (\$1.00) per hour.

(d) Overtime contributions paid by the Employer:

The Employer shall remit to a Registered Retirement Savings Plan, registered in the Employee's name (or if applicable, the Employee's spouse's name) and for his benefit in accordance with the terms and conditions of Agreement between Local Union 424, IBEW, and a financial institution to be designated by Local Union 424, IBEW. ALL EMPLOYEES SHALL MAINTAIN A CURRENT AND ACTIVE ACCOUNT AT THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION.

When overtime is worked the Employer shall pay an amount (Employer RRSP Contribution) on behalf of each Employee as prescribed in the applicable Article 10 overtime wage schedule.

This contribution can be made the following ways;

- Registered Retirement Savings Plan (RRSP)
- Registered Retirement Savings Plan (Spouse)

The said contribution shall be paid in addition to the RRSP contribution contained in Article 11.04 (c) (ii) presently established at One Dollar (\$1.00) per hour.

Which plan will be utilized shall be up to each Employee. The decision shall be made once a year at either;

- Upon initial hire
- Once a year at the beginning of the year or before the end of February.

(e) The Parties agree that no Employer or the Local Union shall have any obligation or liability beyond remitting the payroll deduction to the banking agencies specified in this Article.

(f) The Union agrees to establish and administer a Trust Account to which Trustees will be designated by the Union and outlined in a Trust Agreement along with rules governing the administration of said Trust Account. THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL is instructed to deposit all RRSP monies received under the ELECTRICAL INDUSTRY ENHANCEMENT PROGRAM OF ALBERTA (Group Registered Retirement Savings Program) to the said Trust Account on behalf of Employees who do not have a current and active Group Registered Retirement Savings Plan (Group RRSP) with THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION as a result of either the Employee not having submitted a valid Group RRSP enrolment application form or the Group RRSP plan has been closed. Monies received by THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION on behalf of Employees who do not have a current and active Group RRSP plan will not be returned to the Employer, but rather to the said Trust Account. THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION will advise the Union and designated Trustees of Employee Funds that have been deposited into the said Trust Account.

Once THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION has received a valid Group RRSP enrolment application form and the corresponding Group RRSP Plan has been opened, THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION will advise the designated Trustees and accept further instruction from the Trustee. The Trustees shall work within the rules of the Trust Agreement and instruct THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION on the specific amount of monies held in Trust to be transferred for each of the specified Employees for deposit into their current and active Group RRSP Plan with THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION. The Union, The Employer and THE FINANCIAL INSTITUTION DESIGNATED BY THE LOCAL UNION agree to work co-operatively with each other to facilitate this goal.

11.05 DELINQUENCIES

Furthermore, with the exception of force majeure events, where any Employer is in default of remitting contributions to the Funds under Articles 11.01, 11.02, 11.03 and 11.04, the Employer shall pay as liquidated damages the sum of Six Hundred Dollars (\$600.00), or Eleven Percent (11%) of the total delinquent contributions, whichever is greater. In addition, interest shall be payable calculated at the rate of Thirteen Percent (13%) per annum from the due date until the date paid on any contributions in arrears and on liquidated damages.

11.06 EMPLOYER PARTICIPATION

Each Employer bound by this Collective Bargaining Agreement shall sign a Participation Agreement in the form prescribed by the Trustees with each aforementioned Trust Fund.

ARTICLE TWELVE - TOOLS AND EQUIPMENT

12.01 (a) The Employer shall supply all power tools, pipe cutting and bending equipment, wire pulling equipment, instruments, and other construction tools, including appropriate toolboxes for the storage of such tools. Every Employee in charge shall be responsible for seeing all tools on the job are locked up on cessation of work each day. All tools lost or broken must be reported to the Employer within Twenty Four (24) hours.

(b) The Employer shall provide lock-fast facilities for storage of personal tools normally used by Employees in the process of their work when such tools are not in use.

12.02 Employees will be held responsible for tools, special and/or protective clothing, and safety apparatus or gear supplied to them by the Employer.

12.03 Employees are to supply tools as per the Tool List. Such tools are subject to verification by the Employer upon employment during regular working hours in the presence of the Employee.

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

(a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.

- (b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

12.04 The Employee's personal tools shall be in good condition when he hires on to a job and they shall be maintained and kept in good condition.

12.05 The Employer shall replace Employee's personal tools when:

- (a) Such tools are destroyed by fire on the Employer's premises or in a storage place designated by the Employer.
- (b) Such tools are lost through theft by forced entry of a designated storage place.
- (c) In the course of an Employee's work assignment such tools are damaged beyond repair, provided the Employee satisfies his Employer the damage was not intentional or caused by the Employee's failure to exercise due care and attention. Normal wear shall not constitute damage.

12.06 Transportation charges for personal tools will be paid to and from a project or job on the same basis as the individual Employee's transportation.

12.07 TOOL LIST

List of tools to be supplied by Journeymen and Apprentice electricians:

- 1 Hammer
- 1 Hacksaw Frame
- 1 Keyhole Saw
- 1 10" Level
- 1 ¾" x 16' Measuring Tape
- 1 1/4" Flat Blade Screwdriver
- 1 3/8" Flat Blade Screwdriver
- 1 Phillips Screwdriver
- 1 Socket Screwdriver No. 6
- 1 Socket Screwdriver No. 8
- 1 Socket Screwdriver No. 10
- 1 Centre Punch
- 1 Tri Tap Screwdriver
- 1 6" Adjustable Wrench
- 1 Metal Masters Pliers
- 1 10" Water Pump Pliers
- 1 8" Linemen's Pliers
- 1 Diagonal Cutting Pliers
- 1 Needle Nose Pliers
- 1 Knife
- 1 Toolbox/Bag c/w lock

- 1 Small Set Hexagon Wrenches (Allen)
- 1 Voltage Tester (120 - 600V single function CSA approved)
- 1 Wire Stripper Ideal #45120 (or equivalent)

ARTICLE THIRTEEN – CANADIAN FORCES RESERVES

13.01 Parties agree to cooperate to facilitate broad and liberal leaves for operating and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with the 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 12, 2010.

ARTICLE 14 - CODE OF EXCELLENCE

- (a) The Code of Excellence has proven to be a vital element in meeting the customers' expectations; therefore, the IBEW 424 Local Union and the Association shall implement a Code of Excellence Program endeavouring to achieve the highest levels of performance professionalism and productivity. The program shall be used on projects agreed upon by the Union and the Association and will include minimum standards as required by the Union and the Association.
- (b) In the event of a layoff or reduction of the work force, it is expected that the Code of Excellence Steward shall remain on the job, unless mutually agreed upon by the Employer and the Union. The Code of Excellence Steward shall be one of the last Five (5) Employees remaining on the job within the scope of this Agreement.
- (c) A Code of Excellence Steward can only be assigned on a project that was designated as such prior to construction start.

ARTICLE 15 - CLASSIFICATIONS

GENERAL FOREMAN

He shall be a Journeyman and a member of the IBEW. He shall supervise the work of other Foremen and direct all orders through them.

FOREMAN AND SUB-FOREMAN

He shall be a Journeyman and a member of the IBEW. He shall supervise the work of Journeymen.

JOURNEYMAN ELECTRICIAN (INSIDE WIREMAN)/POWER SYSTEM ELECTRICIAN/INSTRUMENT TECHNICIAN/WELDER/POWER LINEMAN/BOOM TRUCK OPERATOR

An Employee with the number of hours of experience required for that trade and who has passed the qualifying examination in accordance with the regulations of the licensing authority for the Province of Alberta.

APPRENTICE ELECTRICIAN (INSIDE WIREMAN)/INSTRUMENT TECHNICIAN/WELDER/POWER LINEMAN/BOOM TRUCK OPERATOR

An Employee who may use the tools of the trade while working with a Journeyman on the same job and shall be registered as an Apprentice prior to commencement of work. An Apprentice shall be under the direct supervision of a Journeyman at all times. Apprentices shall be given every opportunity to be engaged in diversified training in order that they become competent qualified tradesmen.

- (a) It is agreed that when the Union is unable to supply qualified Apprentice Instrument Technicians, the Employer may refer to the Union for dispatch a Instrument Technologist who has successfully completed the Two Year Instrument Engineering Technology Program. Such Employees shall be dispatched as Third Period Instrument Technicians and assigned work appropriate for the trade. The Employee at a minimum will be paid the appropriate third year apprentice wages and benefits contained in the Collective Agreement. This Employee may use the tools of the trade while working with a Journeyman on the same job. The Employee will make an application for Apprenticeship with Alberta Industry Training as an Apprentice Instrument Technician upon commencement of work.

OPERATOR (EQUIPMENT)

An Employee who holds the skills in the operation of an Overhead Traveling Crane and/or Boom Truck.

ARTICLE 16 – DEFINITIONS OF INDUSTRIAL WORK

Industrial work shall be all electrical work involved in industrial construction as described below that is within the jurisdiction of the Union in this Agreement. Industrial construction shall mean construction work in respect of:

- Electrical Power Generation
- The development of Mining and Smelting Properties
- The development of Oil Sands Properties
- Oil Refineries, Upgraders and all form of hydrocarbon production, extraction or processing
- The development of Chemical Plants from any and all forms of feed stocks or other sources
- Pulp, Paper or Timber/Wood Processing Mills or Sawmills
- Toxic Waste Disposal Systems
- Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide, or any other manufactured gases
- Base/Precious/Other Metal Production Plants or Upgrades of any and all kinds
- Pumping Stations and Compressor Stations
- Cement, Lime and Gypsum Plants
- Breweries and Distilleries
- Micro Chip Plants

In addition, industrial work shall include such work as may reasonably be considered as industrial construction as is mutually agreed by the Joint Conference Committee to be applicable to this Agreement effective on the date of ratification of the changes by the Parties to this Agreement.

ARTICLE 17 – ELECTRICAL CONTRACTORS INDUSTRY FUND

- (a) The Parties hereto agree to the establishment of and do hereby establish an Electrical Contractors Industry Fund.
- (b) Each Employer bound by this Collective Bargaining Agreement shall contribute to the said Fund at an Hourly rate set out in sub-clause (d), such rate being for each, and every hour worked by an Employee under the job Classifications set out in this Collective Bargaining Agreement.
- (c) The Parties agree that such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in the Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. The said contributions shall be calculated by the Employer for all hours worked by all Employees in the said Classifications in a month, and a report listing the names of the Employees and the hours they have worked, and their Classifications shall be forwarded by the Employer to the Electrical Contractors Association of Alberta to be received on or before the Fifteenth (15th) of the month following. EACH EMPLOYER SHALL FILE A MONTHLY REPORT, WHETHER OR NOT HE HAD PARTICIPATING EMPLOYEES. All contributions made to this Fund shall immediately be paid to the Electrical Contractors Association of Alberta who shall use the same for the promotion, expansion and protection of the Electrical Industry and at no time may any contributions be used in any way to the detriment of the Union or any of its members. A portion of the said fund shall be used in training courses for both Union and Management Employees, including Better Supervision, Supervisor Discipline Training, Industrial Construction Crew Supervisor Training, Leadership for Safety Excellence, First Level Supervisor Training, Canadian Model for Providing a Safe Workplace Training, which are applicable to the advancement of the Industry as well as the Construction Employee and Family Assistance Program, the Audiometric Program, CWB Welding Certification testing, CWB Recertification testing and for the Workforce Development Initiatives such as Helmets to Hardhats Canada and Trades Winds to Success. The Electrical Contractors Association of Alberta shall otherwise have full discretion in respect of the use of the fund and all contributions made thereto. All costs relating to the administration of the fund shall be borne by the ECAA.
- (d) The rates of said contributions for ECAA sponsored initiatives, and the Hourly dues levied by the ECAA pursuant to this Collective Agreement shall be established by the ECAA and notice to an Employer and the Union from the ECAA respecting any amendment shall be sufficient.

The contribution rate of Ten cents (\$0.10) plus GST shall be as contained in Article 10 and Appendix "F" for each and every hour worked by an Employee under the job Classifications set out in this Collective Bargaining Agreement. The contribution rate of Six cents (\$0.06) plus GST for each and every hour worked by an Employee working under the National Maintenance Agreement (NMA), Local Maintenance Agreement with Local Union 424 (LMA) and the General Presidents Agreement for Maintenance (GPMA).

The Workforce Development Fund contribution rate of Two cents (\$0.02) shall be as contained in Article 10 for each and every hour worked by an Employee under the job Classifications set out in this Collective Bargaining Agreement. The Workforce Development Fund contribution rate of Two cents (\$0.02) for each and every hour worked by an Employee working under the National Maintenance Agreement (NMA), Local Maintenance Agreement with Local Union 424 (LMA) and the General Presidents Agreement for Maintenance (GPMA). The Two cent (\$0.02) contribution is remitted to ECAA and is comprised of One

cent (\$0.01) on behalf of the Employer and One cent (\$0.01) on behalf of the Employee. ECAA will forward those contributions to the Workforce Development Trust Fund.

In the event that either the bargaining rights, registration certificates or bargaining agent status of the Electrical Contractors Association of Alberta (the Employer as one party to the Collective Agreement) are transferred to another Employer's Association, Association, Corporation, Person, Firm or any other Body, or not retained by the Electrical Contractors Association of Alberta as they are at present, or in the event the within funds are being used for purposes other than those set out herein, the Parties hereto agree that the Union by sending notice in writing to the Electrical Contractors Association shall have such contributions terminated at a time stated in said notice.

- (e) Notwithstanding anything in this Agreement, the Association may file a grievance against any Employer bound by this Agreement who has violated any of the provisions in this clause. Immediately upon the filing of a grievance, the following rules will apply:
- (i) The Employer shall, within Five (5) days of the filing of a grievance, provide all records of all Employees who worked at any site covered by the job duties listed in this Agreement for the disputed time covered in the grievance;
 - (ii) Within Five (5) days of the receipt of the records in (a) above, the Parties shall meet to discuss a resolution of the grievance;
 - (iii) Failing satisfactory settlement of the grievance meeting in (b) above, or if the Employer refuses to supply the records or to meet with the Association, the Association within Five (5) days of the meeting, or the last day the Employer has to supply the information in (a) above, may refer the grievance to an arbitrator chosen by the ECAA, who shall sit as a single arbitrator and resolve the dispute.
 - (iv) The Arbitration shall be conducted by the following rules:
 - (a) A hearing date to hear evidence in the dispute shall be set within Fourteen (14) days of the referral of the matter to the arbitrator who shall have the power at the request of either Party to order pre-hearing production of documents for all documents in the possession or power of any of the Union, Employer or Association.
 - (b) All monies not paid for the time in dispute, if a violation is found, shall be ordered paid as provided in this Agreement.
 - (c) If monies are found owing under this clause, the Party directed to pay shall pay the entire cost of the arbitration.
 - (d) If monies are not found owing, the Party filing the grievance shall pay all costs of the arbitration.
 - (e) The arbitrator shall render his decision within Thirty (30) days of the conclusion of a hearing into the issues set out in the grievance, and his decision shall be final and binding on all Parties.

Note: Employers who are members of the Construction Labour Relations Alberta (CLR) are obligated under CLR Bylaws to contribute Two Cents (\$0.02) per hour for each and every hour worked by an Employee under the job Classifications set out in this Collective Bargaining Agreement to a maximum of Twenty Five dollars (\$25.00) per month. Such contributions are payable to the CLR.

ARTICLE 18 – JOINT INDUSTRY COMMITTEES

- (a) (i) Funding required for the Joint Industry Committees as outlined in this Appendix, shall be made available through the "Electrical Industry Education Trust Fund of Alberta" subject to the approval of the Trustees and the terms of the Trust Agreement.
- (ii) Administrators, Directors, Instructors and Staff to the extent required to conduct and maintain any program or plan established or recommended shall be funded through the "Electrical Industry Education Trust Fund of Alberta" subject to the approval of the Trustees and the terms of the Trust Agreement.
- (b) A Joint Conference Committee shall be appointed consisting of a minimum of Three (3) Employer representatives and a minimum of Three (3) Union representatives and shall meet monthly to make recommendations for the advancement of the Electrical Construction Industry and discuss problems related to the Agreement.
- (c) A Joint Apprenticeship Training Committee (JATC) shall be appointed consisting of Three (3) Employer representatives and Three (3) Union representatives. This Committee shall meet at least Four (4) times a year. The function of this Committee shall be:
 - (i) Selection of applicants and starter Apprentices to the electrical construction industry.
 - (ii) Develop, maintain, and co-ordinate an Apprentice Work Experience Record Book.
 - (iii) Develop, maintain, and co-ordinate such supplementary training programs as are deemed necessary or appropriate to maintain apprenticeship qualities, workmanship, and productivity.
 - (iv) Develop, maintain, conduct and co-ordinate trade related education programs.

The Committee shall not be restricted to the aforementioned items.

In the event that the JATC Committee is at an impasse on a proposed training or education program the parties agree to appoint a Standing Chair whose opinion, judgement, and consensus building skills will be called upon in circumstances where the JATC members cannot arrive at a consensus among themselves. The members of the JATC Committee and the Standing Chair shall meet to discuss and try to resolve the impasse and after adequate deliberation the JATC members shall vote on the proposed program. In the event that there is not a majority vote for, or against the recommendation, the Standing Chair shall cast the deciding ballot. The Standing Chair shall then write a report for the Trustee's consideration that declares the majority decision of the JATC and outlines the views and opinions of both the majority and the minority parties. The Standing Chair shall also be encouraged to include in their report to the Trustees the information and rationale the Standing Chair relied upon when determining which position should become the majority decision of the JATC.

Both parties shall mutually agree upon the selection of the Standing Chair. In the event that the parties are unable to agree on a Standing Chair one will be appointed by Mediation Services. Costs for the services of the Standing Chair shall be shared equally by the parties.

- (d) There shall be a Joint Safety and Health Committee appointed consisting of Three (3) members representing the Employer and Three (3) members representing the Union. The Employer and the Union mutually agree that safe working practices, procedures and health rules are negotiable items which must be equally complied with by the Employer and the Employees, and such rules shall be applied uniformly to all Employees affected. The duties of the Committee shall be to develop and recommend safe work and health rules that equal or are greater than the standards presently existing under regulations established under the "Occupational Health and Safety Act" for the Province of Alberta.
- (e) Health and Safety is a mutual concern of the Employer and the Union. This being so, the Parties to this Agreement will cooperate in initiating safety programs including Joint Worksite Committees with representation by the Employer and the Employees.
- (f)
 - (i) Joint Worksite Health and Safety Committees shall be formed and maintained pursuant to Section 13 of the *Occupational Health and Safety Act* [the *Act*], or Health and Safety representatives shall be designated pursuant to Section 14 of the *Act*, for larger and smaller Employers respectively.
 - (ii) Issues respecting:
 - (a) Extreme temperatures (on site or in Employer-provided or Owner-provided accommodations),
 - (b) Air quality, and
 - (c) Site environmental hazards shall be referred to and addressed by such Joint Committees or the Health and Safety Representative and the Employer, whether or not such issues are required by the *Act* to be included in the duties of such Committees or Representatives.
 - (iii) The guideline charts at pages 40, 42 and 49 in the booklet posted at <https://ohs-pubstore.labour.alberta.ca/qs006> shall be among the considerations taken into account by Employers, and by the Joint Committee or Health and Safety Representatives when evaluating precautions required in extreme or adverse weather conditions.
 - (iv) A Joint Worksite Health and Safety Committee in respect of the Employees of One (1) Employer.
 - (a) JWHSC shall consist of Four (4) Members, unless the Employer and Union agree to a larger Committee.
 - (b) The Union shall appoint One Half (1/2) of the Members through a process consistent with the constitution of the Union.
 - (c) In the event a Member is transferred from the site or laid off, the Union shall appoint a replacement within Seven (7) calendar days.

- (d) The Employer shall appoint One Half (1/2) of the Members, and in the event an appointee is ineligible to serve, shall appoint a replacement within Seven (7) calendar days.
 - (e) The Employer shall put the names and contact information in accordance with the legislation.
- (v) A Joint Worksite Health and Safety Committee in respect of the Employees of one Employer.
- (a) A JWHSC shall consist of Four (4) Members, unless the Prime Contractor, or if there is no Prime Contractor the Unionized Employers at the work site and the group of Union Representatives of the Employees at the work site, agree to a larger Committee.
 - (b) The Union's Representative of the Workers on a multi-employer worksite shall jointly select and appoint One Half (1/2) of the Members. The selection process shall take into consideration the projected complement of trades at the worksite.
 - (c) In the event a Member is transferred from the worksite or laid off, the Union's representative of Workers at the worksite shall jointly select and appoint a replacement within Seven (7) calendar days. The selection process shall take into consideration the complement of trades projected for the worksite at that time.
 - (d) The Prime Contractor, or if there is no Prime Contractor, the Unionized Employer at the worksite collectively, shall appoint One Half (1/2) of the Members, and in the event an appointee is ineligible to serve, shall appoint a replacement within Seven (7) calendar days.
 - (e) The Prime Contractor, or if there is no Prime Contractor the Employers, shall post the names and contact information in accordance with the legislation.

ARTICLE 19 – TRAINING REQUIREMENTS

- 19.01 (a) The Electrical Industry Education Trust Fund of Alberta (EIETFA) will provide and fund the following compulsory site and safety training for all workers including, but not limited to current CSTS, BSO, CSO or any successor thereto, Energy Safety Canada (ESC) or other approved Fall Protection Training, Energy Safety Canada (ESC) or other approved Aerial Work Platform Training.
- (b) Workers dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch, where required.
 - (c) Employees, whose certifications in the above noted training expire within Sixty (60) calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the Employee.

- (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any Employee who has been in their employ for more than Sixty (60) calendar days.
 - (e) Employees will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with (d) above and the Employer will pay any fees charged for such renewals; however, for work being performed under Appendix F, the fee for the required training will be funded by EIETFA.
- 19.02 Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.
- 19.03 The Parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers shall disclose to the Employer any current safety training certificates that may be required for that job, 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.
- 19.04 The Parties agree to develop and maintain a database containing the members training records for a group of mutually agreeable training courses. At the time of dispatch, the Union will include on the workers dispatch slip the training certificate number and the date of training and/or expiry date for each training record that is available on this database. The Employers agree to supply to the administrator of this database the records of all training in the group of mutually agreeable courses they may have already in their possession, or of any new training that they may provide to the worker while in their employ. Information for training that the parties have not mutually agreed to be included in the group of courses mentioned above shall not be subject to the provisions of this Article.
- Where the Union operates a training database to which Employers can log in, Employers shall provide any training certificates as a result of training provided to Employees by the Employer. The EIETFA shall provide any training certificates as a result of training provided to Employees by the EIETFA. Those training certificates shall be provided to the Union by the Employer and EIETFA so that they may be entered into the database by the Parties authorized to enter into the database.
- 19.05 Online Orientations. If an Employer requires an Employee to complete an online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of four hours, multiplied by the Employee's basic hourly rate. This provision shall not apply to, nor shall there be any pay required, for Owner or site access required online orientations, nor for time required for on-boarding such as provision of certificates, information required for payroll processing, or contact information.

ARTICLE 20 - ALCOHOL & DRUG POLICY / UNION CONTRACTORS A&D (UCAD) / CASE MANAGED AFTERCARE

20.01 Canadian Model for Providing A Safe Workplace

- (a) The Parties acknowledge the devastating effect of drugs and alcohol on the workforce and the Parties acknowledge the value of intervention and assistance to those members who are suffering from alcohol and/or drug problems.

There is a reference to the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule (the "Canadian Model"), and the Canadian Model has been extensively reviewed and amended, resulting in the publication of an edition dated July 1, 2018, Version 6.0.

The Parties hereby desire to set out the provisions of the Canadian Model dated July 1, 2018, Version 6.0 or any successor thereto that will be applied by Agreement under the provisions of this Article.

- (b) It is agreed between the Parties hereto and on behalf of those represented by each of them:

(i) Concurrence

Except for the matters set out in Articles 21.01 (b) (ii) and (iii) below, the Canadian Model dated July 1, 2018, Version 6.0 (the "Canadian Model"), will be implemented by Agreement under this Collective Agreement for the purposes set out in Section 2.0 of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.

(ii) 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 Collective Agreement.

(iii) 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 Collective Agreement. If the Employer acting independently, or as an agent of the owner, or if the owner itself imposes site access testing, subject to the Case Management model in this Collective Agreement, 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.

- (iv) **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.
- (v) **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 A-2 Urine Testing (10) and/or A-2 Oral Fluid (11) of Appendix A of the Canadian Model.
- (vi) **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.
- (vii) **Substance Abuse Expert Report**
The evaluation and confidential report provided by the Substance Abuse Expert pursuant to Appendix "B" shall be limited to the diagnosis, treatment recommendation, treatment plan and/or level of assistance.
- (viii) **Treatment Plan**
The parties agree to explore the treatment plan benefits that are currently in place in order to ensure its sufficiency.
- (ix) **Accommodation**
The Employer of any Employee found to be drug dependant and/or alcohol addicted by the Substance Abuse Expert pursuant to Appendix "B" Substance Abuse Expert of the Canadian Model will accommodate such Employee to the point of undue hardship.
- (x) **Point of Collection Test (POCT) Risk Assessment**
If the Employer requests an Employee to participate in a POCT risk assessment pursuant to 4.8.5 of the Canadian Model, and the Employee provides the urine sample, and the laboratory drug test result is negative, the Employee shall be paid for any time the Employee would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the Employee's conduct in respect to the incident or reasons for the test request. If the Employee declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the Employee shall not be entitled to any pay for time the Employee would have otherwise worked while waiting for the laboratory result.

20.02 Union Contractors A&D (UCAD)

- (a) 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,
 - (i) The Parties intend to reduce redundant substance testing and related costs, and to expedite access to participating worksites.

- (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) 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.
 - (vi) In 2004 the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and in 2008 leading experts directly consulted, confirm laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. However, due to the short detection windows it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice is given.
 - (vii) Several arbitration cases accepted the validity of laboratory oral fluid testing, however in those cases was laboratory oral fluid testing itself was not challenged. Accordingly, at the time of signing this Agreement the validity laboratory oral fluid testing has yet to be established in Canadian law.
- (b) It is agreed between the Parties hereto that:
- (i) Subject to (i) and (ii) below, the Parties support the implementation of the Union Contractors A&D Program and the Union and Employer agree to be bound by and comply with the Union Contractors A&D Program Procedural Rules, as amended from time to time,
 - (ii) The Union’s Agreement in (i) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Union Contractors A&D Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine-based testing shall apply.
 - (iii) Subject to (ii) above, where the Union does not agree to an amendment to the Union Contractors A&D 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.
 - (iv) For work under this Agreement, the National Maintenance Agreement (NMA) and the Local Maintenance Agreement with Local Union 424 (LMA), the Employer contribution shall be Eight

cents (\$0.08) plus GST per hour worked. For work under the General Presidents Agreement for Maintenance (GPMA), the Employer contribution shall be Four cents (\$0.04) plus GST per hour worked. These Employer contributions shall be forwarded to Electrical Contractors Association of Alberta (ECAA) at 17725 103 Avenue, Edmonton, Alberta T5S 1N8. These contributions shall be used by ECAA to provide the funding for the Third Party Providers, who are responsible for delivering the services in respect to the Union Contractors A&D Program and Case Managed Aftercare.

- (v) The ECAA may, by notice in writing to the Union and Employers, change the amount of cents per hour worked in clause (iv) above.

20.03 Referral for Case Managed Aftercare

- (a) 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.

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.

- (b) It is Agreed between the Parties hereto that:
 - (i) Substance Abuse Expert recommendations arising from Contractor administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Section 3 of the Canadian Model shall be referred to and administered by Homewood Health Inc. or other appointed Third Party Provider (Third Party Professionals). 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 Section 3 of the Canadian Model while in the employ of that Employer.

- (ii) Third Party Providers including Homewood Health Inc. or other appointed Third Party Professionals will keep all information in accordance with applicable privacy laws.
- (iii) The Electrical Contractors Association of Alberta (ECAA) will provide the funding to the Third Party Providers who are responsible for administering Substance Abuse Expert recommendations.

20.04 Excerpt from the Canadian Model Section 3 Alcohol and Drug Work Rule

- (a) An Employee shall not
 - (i) use, possess or offer for sale alcohol and drugs or any product or device that may be used to attempt to tamper with any sample for a drug and alcohol test while on company property or at a company workplace,
- (b) Report to work or work
 - (i) with an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath.
 - (ii) with a drug level for the drugs set out in the Canadian Model equal to or in excess of the concentrations set out in the Canadian Model, or
 - (iii) while unfit for work on account of the use of a prescription or nonprescription drug,
- (c) Refuse to
 - (i) comply with a request made by a representative of the company under 4.3 of the Canadian Model.
 - (ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 of the Canadian Model, or
 - (iii) provide a sample for an alcohol and drug test under 4.8 of the Canadian Model.
- (d) Tamper with a sample for an alcohol and drug test given under 4.8 of the Canadian Model.

ARTICLE 21 – SPECIAL PROJECT NEEDS

- (a) Special project needs will be addressed by the Parties, in accordance with the process established by Local Union 424 of the International Brotherhood of Electrical Workers and the Electrical Contractors Association of Alberta. Where an Owner/Client or Prime Construction Manager expresses the intention of tendering or awarding work on a project on the open market (i.e. without regard to Union affiliation or its lack), and where in the opinion of the Employer, the award of the work is likely to be to a Merit (Open Circle) shop, alternative union entity or Open 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 competitive in the prevailing market. Agreement terms, conditions, wages, and benefits contained herein may be altered, amended, or modified by mutual agreement of the Parties.
- (b) Special project needs may also be addressed by the Parties, in concert with other Stakeholders, in accordance with the process established by the Alberta Building Trades Council and the coordinating Committee of Registered Employers' Organizations.
- (c) In Response to Unforeseen Circumstances, meeting requests may also be addressed by the Parties, in concert with other Stakeholders, in accordance with the process established by the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.

ARTICLE 22 – FITNESS FOR DUTY TESTING MODEL

Once the Standard Fitness for Duty Testing model (FFDT) has been developed by representatives from the Coordinating Committee of Registered Employers' Organizations and the Building Trades of Alberta, that model shall be incorporated into this Collective Agreement.

ARTICLE 23- IRATA

There are practices and protocols the General Presidents Committee/National Maintenance Committee (GPC/NMC) are proposing for IRATA. When these items are implemented in the General Presidents Maintenance Agreement (GPMA) and the National Maintenance Agreement (NMA) the Parties agree to abide by GPMA/NMA, IRATA Specific Appendices.

APPENDIX "A" - RESIDENT MEMBERS

Banff, Barrhead, Bonnyville, Brooks, Camrose, Canmore, Coaldale, Cold Lake, Crowsnest Pass, Didsbury, Drayton Valley, Drumheller, Edson, Fort McMurray, Grande Cache, Grande Prairie, Hinton, Innisfail, Jasper, Lacombe, Lethbridge, Lloydminster, Medicine Hat, Olds, Peace River, Ponoka, Raymond, Red Deer, Redcliff, Rocky Mountain House, Slave Lake, St. Paul, Stettler, Strathmore, Sylvan Lake, Taber, Vegreville, Vermilion, Wainwright, Westlock, Wetaskiwin and Whitecourt.

- (a) Local resident Members who reside within a radius of Ten (10) kilometers of the Main General Post Office in the above towns or cities shall have preference of employment on jobs located within the Ten (10) kilometer radius.
- (b) Work clearance shall indicate whether the Employee is a Resident Member. All Employees must have Union clearance prior to the commencement of work.
- (c) Resident Members of the Union shall not receive accommodation, per diem, travel time, travel allowance or transportation listed in Article 8.05 (b).
- (d) Employees not resident in the towns or cities shall receive all terms and conditions of the Agreement.
- (e) Non-member residents in the towns or cities shall not be given preference of employment over available Union Members.
- (f) Non-member residents, in the towns or cities listed above will be required, to apply for Union Membership upon hiring.
- (g) This Appendix shall not apply to Plant Shutdown work.
- (h) All other terms and conditions of the Agreement shall be in full force and effect.

APPENDIX "B" – TRANSPORTATION BEYOND TRANSIT SYSTEM

On major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed Five Hundred (500), the parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The parties shall take into account such considerations as climate, seasons, road capacity, other projects and industries using the same corridors, workforce curves, and site infrastructure.

APPENDIX "C" - U.S. EMPLOYEES HEALTH AND WELFARE LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

**by and between
Electrical Contractors Association of Alberta
(the "Association")**

and

**Local Union 424 of the International Brotherhood of
Electrical Workers
(the "Union")**

Re: U.S. Employees Health and Welfare Contributions

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from the 12th day of January 2023 to the 30th day of April 2025 as set out in the said Collective Agreement, and

Whereas the Parties mutually desire to encourage and facilitate Members of the International Brotherhood of Electrical Workers in the United States of America (hereinafter "U.S. Employees") to come to Alberta to work for Contractors bound by the Collective Agreement, and

Whereas the Parties have agreed that it is necessary to modify said Agreement with respect to Employees traveling from the United States who are Participants of Health and Welfare Trust Funds in the United States, and

Now Therefore it is Agreed between the parties hereto as follows:

1. The Employer shall continue to contribute the amounts set forth in Articles 11.01(c) & 11.02(c) of the Collective Agreement in respect of each and every hour worked by a U.S. Employee, however, the contributions set forth in Articles 11.01(c) and 11.02(c) shall be combined as one Health and Welfare contribution and remitted by the Employer to Employee Benefit Funds Administration Ltd. ("EBFA") to be forwarded to the U.S. Employees' home health and welfare fund through reciprocity agreement(s).
2. The Employer's liability is limited to remitting the combined contributions as one Health & Welfare contribution to EBFA. EBFA's liability is limited to forwarding the Health & Welfare contributions received by it (and only those received by it) with respect to U.S. Employees to the U.S. Employees' home health and welfare fund(s) in accordance with the reciprocity agreement(s). There shall be no liability with respect to the remittances by the Employers or by EBFA on the Trustees of the Electrical Industry Insurance Benefit Trust Fund of Alberta or the Trustees of the Electrical Industry Pension Trust Fund of Alberta.
3. Except as specifically amended above, all other provisions of the Collective Agreement are applicable.

4. This Letter of Understanding applies only to U.S. Employees working in Alberta who are not members of IBEW Local Union 424 and ceases to apply to U.S. Employees who join IBEW Local Union 424 effective on the first of the month following their acceptance into IBEW Local Union 424's Membership.
5. This Letter of Understanding shall be attached to and be part of the Collective Agreement between the Parties hereto.

All of which is agreed the 12th day of January 2023, and signed on behalf of the Parties:

Electrical Contractors Association
of Alberta

Brian Halina, Chairman
Labour Relations Committee

Local Union 424 of the International
Brotherhood of Electrical Workers

Michael Reinhart, Business Manager
Local Union 424

APPENDIX "D" – (RRSP) CONTRIBUTION REALLOCATION

Letter of Understanding
by and between

Electrical Contractors Association of Alberta
and
Local Union 424 of
The International Brotherhood of Electrical Workers

Whereas the Electrical Contractors Association of Alberta and the Local Union 424 of The International Brotherhood of Electrical Workers has entered into a Collective Agreement pursuant to Registration Certificate No. 52, and

Whereas RRSP contributions are prohibited by legislation on December 31st of the year the Employee turns 71 years of age, and;

Whereas the Parties mutually desire for Employees to have all RRSP contributions reallocated to wages when RRSP contributions are prohibited by legislation, unless the Employee authorizes the Employer in writing of their wishes to have these contributions transferred to a existing spousal RRSP account, and;

Whereas reallocating RRSP contributions into wages results in a higher Classification Basic Hourly Rate, and;

Whereas a higher Classification Basic Hourly Rate results in higher Worker Compensation Board premiums, Employment Insurance premiums and Canada Pension Plan, and;

Whereas the Parties agree adjustments are necessary to ensure mutual benefit for the Employee and Employer resulting from the reallocation.

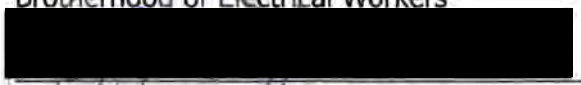
Now Therefore it is Agreed that a standard calculation will be used for all affected Employees: For each One dollar (\$1.00) of reallocated contribution the One dollar (\$1.00) will be distributed as: Twenty Cents (\$0.20) subtracted for administrative equity; Seventy Three Cents (\$0.73) added to the Classification Basic Hourly Rate; Seven Cents (\$0.07) added to the Vacation/Holiday Pay, and the affected Employees will be compensated according to the applicable wage and benefit schedule contained within this Letter of Understanding upon the conditions outlined in this Letter of Understanding being met.

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 the 12th day of January 2023, and signed on behalf of the Parties:

Electrical Contractors Association
Of Alberta


Brian Halina, Chairman
Labour Relations Committee

Local Union 424 of International
Brotherhood of Electrical Workers


Michael Reinhart, Business Manager
Local Union 424

APPENDIX "E" - SPECIAL PROJECT NEEDS AGREEMENT

Letter of Understanding by and between

Electrical Contractors Association of Alberta
(the "Association")

and

Local Union 424 of
The International Brotherhood of Electrical Workers
(the "Union")

Re: Special Project Needs Agreement ("SPNA")

1. A SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
2. An Owner is an organization developing an Industrial Construction project in Alberta.

A Contractor shall be a General Contractor on the date of application bound by at least Four (4) Registration Collective Agreements.

The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.
3. An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the "Coordinating Committee") and shall specify the location of the project and the scope of the work to be performed.
4. If the project gate is beyond daily commuting distance beyond One Hundred and Twenty Five (125) km of the city centre of either Calgary or Edmonton) the SPNA for the project shall be the form attached as Template A Dated December 9th, 2014.
5. If the project gate is within daily commuting distance (within One Hundred and Twenty Five (125) km. of the city centre of either Calgary, or Edmonton or within Forty Five (45) km. of the city centre of Red Deer) the SPNA for the project shall be in the form attached as Template B Dated November 26th, 2014.
6. Within Twenty (20) days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
7. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above,


shall file a grievance outlining their challenge within Ten (10) days of receipt of the proposed form of SPNA.

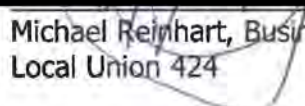
8. Upon the filing of a grievance under clause 7, all other grievances steps and timelines shall be waived, and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within Sixty (60) calendar days. Their decision shall be final and binding upon the Parties.
9. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the Thirty-First (31st) day after the SPNA is received from the Chair of the Coordinating Committee.
10. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.

All of which is agreed the 12 day of January, 2023, and signed on behalf of the Parties:

Electrical Contractors Association
Of Alberta

Local Union 424 of International
Brotherhood of Electrical Workers


Brian Halina, Chairman
Labour Relations Committee


Michael Reinhart, Business Manager
Local Union 424

APPENDIX "F" - RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

All Electrical work involved in Residential, Commercial, Institutional, Service, Renovation and Repair and Light Industrial Construction as defined by the Local Union in this Agreement, shall be performed under the following conditions:

The workday and workweek shall be as described in Article 6, however all overtime worked shall be paid at One and One Half (1-1/2) times the Classification Basic Hourly Rate of pay.

When Job Conditions permit Foreman and Sub-foreman may work with the tools of the trade.

Sub-foreman, Foreman and General Foreman who have completed Better Supervision, Leadership in Safety Excellence and the Employee has a minimum One Thousand (1,000) hours of Supervisory experience or holds the ICCS (Industrial Construction Crew Supervisor) designation shall be paid an additional premium of One Dollar and Fifty Cents (\$1.50) per hour to the Basic Hourly rates identified in Appendix "F".

The ICCS premium of One Dollar and Fifty Cents (\$1.50) shall be paid on an "hours worked" basis, and shall not multiply on overtime hours.

An Apprentice shall work under the direct supervision of a Journeyman electrician. The ratio of Apprentices shall not exceed One (1) Apprentice to One (1) working Journeyman. The above ratio will be calculated on a company wide basis, but at no time will any project, or jobsite be permitted to exceed the ratio's contained in the appropriate Provincial Trade Regulation.

Personal Facilities: On jobs under the terms of Appendix "F" of this Agreement every Employer shall:

- (a) Ensure that toilets are provided on all jobs as soon as job conditions permit. Where job conditions do not permit, then other conditions will be agreed to between the Employer and Union. These facilities shall be maintained in a clean and sanitary condition, and subject to Union and Health Department Inspection. Where possible the facilities provided shall be of the flush type and/or properly heated. In the event that proper facilities as described above are not provided, no Employee will be penalized for leaving the job in the case of necessity;
- (b) Where more than Seven (7) Employees are employed, provide storage for Employees' clothing;
- (c) Provide safe drinking water and cups at all times, which shall be properly cooled in warm weather; and
- (d) Provide facilities of adequate size to ensure his Employees a proper place to eat. These facilities shall be heated and kept clean. Where job conditions permit tables and chairs shall be provided.

The Employer will provide adequately fitting rain jackets and rain pants when the Employee is required to work in the rain. The Employer will provide rubber boots when the Employee is required to work in water or severe muddy conditions.

To encourage a greater degree of participation in the work covered under Appendix "F", the Union agrees to extend special provisions allowing the Employer to obtain Employees through the hiring system as follows.

When a Direct Field Labour (DFL) requisition is forwarded to Dispatch, One (1) out of Two (2) may be name hired from the out of work list.

Where the name hire provision is used, there will be no transfer of the named Employee to Industrial work.

ALL WORKERS MUST HAVE UNION CLEARANCE PRIOR TO COMMENCEMENT OF WORK!

Both parties agree to adopt this provision in order to increase organizing efforts.

All other terms and conditions of the Agreement shall be in full force and effect.

APPENDIX “F” RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

F0.01 EFFECTIVE MARCH 26, 2023

STRAIGHT TIME

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Gross Hourly Pay
GEN. FOREMAN	100%+\$8.50	50.17	5.017	2.15	6.35	0.50	64.19
ICCS GEN. FOREMAN	(100%+\$8.50)+\$1.50	51.67	5.167	2.15	6.35	0.50	65.84
FOREMAN	100%+\$6.50	48.17	4.817	2.15	6.35	0.50	61.99
ICCS FOREMAN	(100%+\$6.50)+\$1.50	49.67	4.967	2.15	6.35	0.50	63.64
SUB-FOREMAN	100%+\$3.50	45.17	4.517	2.15	6.35	0.50	58.69
ICCS SUB-FOREMAN	(100%+\$3.50)+\$1.50	46.67	4.667	2.15	6.35	0.50	60.34
* JOURNEYMAN	100	41.67	4.167	2.15	6.35	0.50	54.84
4TH YEAR APP.	80	33.34	3.334	2.15	5.08	0.50	44.40
3RD YEAR APP.	70	29.17	2.917	2.15	4.45	0.50	39.19
2ND YEAR APP.	60	25.00	2.500	2.15	3.81	0.50	33.96
1ST YEAR APP.	50	20.84	2.084	2.15	0.00	0.50	25.57

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)

Union dues (Article 4.08)

Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))

One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)

** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)

ECAA Industry Fund Article 17 - \$0.10/hour worked plus GST

APPENDIX “F” RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

F0.02 EFFECTIVE MARCH 26, 2023

WHEN OVERTIME IS WORKED AT 1 1/2 TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Gross Hourly Pay
GEN. FOREMAN	100%+\$12.75	75.26	7.526	2.15	6.35	0.50	91.79
ICCS GEN. FOREMAN	(100%+\$12.75)+\$1.50	76.76	7.676	2.15	6.35	0.50	93.44
FOREMAN	100%+\$9.75	72.26	7.226	2.15	6.35	0.50	88.49
ICCS FOREMAN	(100%+\$9.75)+\$1.50	73.76	7.376	2.15	6.35	0.50	90.14
SUB-FOREMAN	100%+\$5.25	67.76	6.776	2.15	6.35	0.50	83.54
ICCS SUB-FOREMAN	(100%+\$5.25)+\$1.50	69.26	6.926	2.15	6.35	0.50	85.19
* JOURNEYMAN	100	62.51	6.251	2.15	6.35	0.50	77.76
4TH YEAR APP.	80	50.01	5.001	2.15	5.08	0.50	62.74
3RD YEAR APP.	70	43.76	4.376	2.15	4.45	0.50	55.24
2ND YEAR APP.	60	37.50	3.750	2.15	3.81	0.50	47.71
1ST YEAR APP.	50	31.26	3.126	2.15	0.00	0.50	37.04

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.10/hour worked plus GST

APPENDIX “F” RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

F0.03 EFFECTIVE OCTOBER 01, 2023)

STRAIGHT TIME

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Gross Hourly Pay
GEN. FOREMAN	100%+\$8.50	51.21	5.121	2.15	6.35	0.50	65.33
ICCS GEN. FOREMAN	(100%+\$8.50)+\$1.50	52.71	5.271	2.15	6.35	0.50	66.98
FOREMAN	100%+\$6.50	49.21	4.921	2.15	6.35	0.50	63.13
ICCS FOREMAN	(100%+\$6.50)+\$1.50	50.71	5.071	2.15	6.35	0.50	64.78
SUB-FOREMAN	100%+\$3.50	46.21	4.621	2.15	6.35	0.50	59.83
ICCS SUB-FOREMAN	(100%+\$3.50)+\$1.50	47.71	4.771	2.15	6.35	0.50	61.48
* JOURNEYMAN	100	42.71	4.271	2.15	6.35	0.50	55.98
4TH YEAR APP.	80	34.17	3.417	2.15	5.08	0.50	45.32
3RD YEAR APP.	70	29.90	2.990	2.15	4.45	0.50	39.99
2ND YEAR APP.	60	25.63	2.563	2.15	3.81	0.50	34.65
1ST YEAR APP.	50	21.36	2.136	2.15	0.00	0.50	26.15

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.10/hour worked plus GST

APPENDIX “F” RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

F0.04 EFFECTIVE OCTOBER 01, 2023

WHEN OVERTIME IS WORKED AT 1 1/2 TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Gross Hourly Pay
GEN. FOREMAN	100%+\$12.75	76.82	7.682	2.15	6.35	0.50	93.50
ICCS GEN. FOREMAN	(100%+\$12.75)+\$1.50	78.32	7.832	2.15	6.35	0.50	95.15
FOREMAN	100%+\$9.75	73.82	7.382	2.15	6.35	0.50	90.20
ICCS FOREMAN	(100%+\$9.75)+\$1.50	75.32	7.532	2.15	6.35	0.50	91.85
SUB-FOREMAN	100%+\$5.25	69.32	6.932	2.15	6.35	0.50	85.25
ICCS SUB-FOREMAN	(100%+\$5.25)+\$1.50	70.82	7.082	2.15	6.35	0.50	86.90
* JOURNEYMAN	100	64.07	6.407	2.15	6.35	0.50	79.48
4TH YEAR APP.	80	51.26	5.126	2.15	5.08	0.50	64.12
3RD YEAR APP.	70	44.85	4.485	2.15	4.45	0.50	56.44
2ND YEAR APP.	60	38.45	3.845	2.15	3.81	0.50	48.76
1ST YEAR APP.	50	32.04	3.204	2.15	0.00	0.50	37.89

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)

Union dues (Article 4.08)

Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))

One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)

** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)

ECAA Industry Fund Article 17 - \$0.10/hour worked plus GST

APPENDIX "F" RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

F0.05 EFFECTIVE MAY 05, 2024

STRAIGHT TIME

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Gross Hourly Pay
GEN. FOREMAN	100%+\$8.50	52.28	5.228	2.20	6.35	0.60	66.66
ICCS GEN. FOREMAN	(100%+\$8.50)+\$1.50	53.78	5.378	2.20	6.35	0.60	68.31
FOREMAN	100%+\$6.50	50.28	5.028	2.20	6.35	0.60	64.46
ICCS FOREMAN	(100%+\$6.50)+\$1.50	51.78	5.178	2.20	6.35	0.60	66.11
SUB-FOREMAN	100%+\$3.50	47.28	4.728	2.20	6.35	0.60	61.16
ICCS SUB-FOREMAN	(100%+\$3.50)+\$1.50	48.78	4.878	2.20	6.35	0.60	62.81
* JOURNEYMAN	100	43.78	4.378	2.20	6.35	0.60	57.31
4TH YEAR APP.	80	35.02	3.502	2.20	5.08	0.60	46.40
3RD YEAR APP.	70	30.65	3.065	2.20	4.45	0.60	40.97
2ND YEAR APP.	60	26.27	2.627	2.20	3.81	0.60	35.51
1ST YEAR APP.	50	21.89	2.189	2.20	0.00	0.60	26.88

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.10/hour worked plus GST

APPENDIX “F” RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

F0.06 EFFECTIVE MAY 05, 2024

WHEN OVERTIME IS WORKED AT 1 1/2 TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Gross Hourly Pay
GEN. FOREMAN	100%+\$12.75	78.42	7.842	2.20	6.35	0.60	95.41
ICCS GEN. FOREMAN	(100%+\$12.75)+\$1.50	79.92	7.992	2.20	6.35	0.60	97.06
FOREMAN	100%+\$9.75	75.42	7.542	2.20	6.35	0.60	92.11
ICCS FOREMAN	(100%+\$9.75)+\$1.50	76.92	7.692	2.20	6.35	0.60	93.76
SUB-FOREMAN	100%+\$5.25	70.92	7.092	2.20	6.35	0.60	87.16
ICCS SUB-FOREMAN	(100%+\$5.25)+\$1.50	72.42	7.242	2.20	6.35	0.60	88.81
* JOURNEYMAN	100	65.67	6.567	2.20	6.35	0.60	81.39
4TH YEAR APP.	80	52.53	5.253	2.20	5.08	0.60	65.66
3RD YEAR APP.	70	45.98	4.598	2.20	4.45	0.60	57.83
2ND YEAR APP.	60	39.41	3.941	2.20	3.81	0.60	49.96
1ST YEAR APP.	50	32.84	3.284	2.20	0.00	0.60	38.92

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.10/hour worked plus GST

APPENDIX "F" RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

F0.07 EFFECTIVE NOVEMBER 03, 2024

STRAIGHT TIME

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Gross Hourly Pay
GEN. FOREMAN	100%+\$8.50	53.59	5.359	2.20	6.35	0.60	68.10
ICCS GEN. FOREMAN	(100%+\$8.50)+\$1.50	55.09	5.509	2.20	6.35	0.60	69.75
FOREMAN	100%+\$6.50	51.59	5.159	2.20	6.35	0.60	65.90
ICCS FOREMAN	(100%+\$6.50)+\$1.50	53.09	5.309	2.20	6.35	0.60	67.55
SUB-FOREMAN	100%+\$3.50	48.59	4.859	2.20	6.35	0.60	62.60
ICCS SUB-FOREMAN	(100%+\$3.50)+\$1.50	50.09	5.009	2.20	6.35	0.60	64.25
* JOURNEYMAN	100	45.09	4.509	2.20	6.35	0.60	58.75
4TH YEAR APP.	80	36.07	3.607	2.20	5.08	0.60	47.56
3RD YEAR APP.	70	31.56	3.156	2.20	4.45	0.60	41.97
2ND YEAR APP.	60	27.05	2.705	2.20	3.81	0.60	36.37
1ST YEAR APP.	50	22.55	2.255	2.20	0.00	0.60	27.61

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.10/hour worked plus GST

APPENDIX “F” RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, SERVICE, RENOVATION AND REPAIR, AND LIGHT INDUSTRIAL CONSTRUCTION

F0.08 EFFECTIVE NOVEMBER 03, 2024

WHEN OVERTIME IS WORKED AT 1 1/2 TIMES THE HOURLY RATE

Classification	Basic Hourly Rate % Plus Premium	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Pension Trust Fund	Education Trust Fund	Gross Hourly Pay
GEN. FOREMAN	100%+\$12.75	80.39	8.039	2.20	6.35	0.60	97.58
ICCS GEN. FOREMAN	(100%+\$12.75)+\$1.50	81.89	8.189	2.20	6.35	0.60	99.23
FOREMAN	100%+\$9.75	77.39	7.739	2.20	6.35	0.60	94.28
ICCS FOREMAN	(100%+\$9.75)+\$1.50	78.89	7.889	2.20	6.35	0.60	95.93
SUB-FOREMAN	100%+\$5.25	72.89	7.289	2.20	6.35	0.60	89.33
ICCS SUB-FOREMAN	(100%+\$5.25)+\$1.50	74.39	7.439	2.20	6.35	0.60	90.98
* JOURNEYMAN	100	67.64	6.764	2.20	6.35	0.60	83.55
4TH YEAR APP.	80	54.11	5.411	2.20	5.08	0.60	67.40
3RD YEAR APP.	70	47.34	4.734	2.20	4.45	0.60	59.32
2ND YEAR APP.	60	40.58	4.058	2.20	3.81	0.60	51.25
1ST YEAR APP.	50	33.83	3.383	2.20	0.00	0.60	40.01

* Journeyman Includes Electrician (Inside Wireman), Power Systems Electrician, Welder, Instrument Technician, Lineman and Operator (Equipment)
Union dues (Article 4.08)
Additional Union Dues - \$0.06/hour worked (Article 4.08 & 11.04 (c) (i))
One Dollar (\$1.00) R.R.S.P. Deduction for each hour worked (Gen. Foreman, Foreman, Sub-Foreman & Journeyman) Article 11.04 (c) (ii)
** Additional Better Supervision, LSE, ICCS Supervisor Premium \$1.50/hour worked (Gen Foreman, Foreman, & Sub-Foreman) Article 9.01(f)
ECAA Industry Fund Article 17 - \$0.10/hour worked plus GST

APPENDIX "G" - Enhancing Small Works Opportunity

Letter of Understanding
by and between

Electrical Contractors Association of Alberta
(the "Association")

And

Local Union 424 of
The International Brotherhood of Electrical Workers
(the "Union")

Whereas the Electrical Contractors Association of Alberta and Local Union 424 of The International Brotherhood of Electrical Workers has entered into a Collective Agreement pursuant to Registration Certificate No. 52,

And Whereas representatives of the Electrical Contractors Association of Alberta and Local Union 424 of the International Brotherhood of Electrical Workers jointly desire to capture Small Works Projects that have been historically performed by Contractors not signatory to this Agreement.

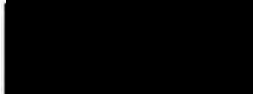
Notwithstanding the definitions of Industrial Construction contained in Article 16, now therefore it is Agreed:

1. That a Contractor may submit a written proposal to the Union, prior to bidding on any project where the projected Electrical scope of work will **not** exceed Sixty Thousand (60,000) hours. This Proposal may contain a request to utilize the terms and conditions of Appendix "F" of this Agreement for the performance of said work. The Union will provide its written approval of any proposal received within Three (3) business days of receiving any such proposal. Such approval of any proposal shall not be unduly withheld.
2. All proposals submitted by competing signatory contractors will be treated equally by the Union, but any Contractor who consistently exceed the upper threshold of hours expressed above on their approved projects, may be denied the opportunity to submit future proposals.

All of which is agreed the 12th day of January 2023, and signed on behalf of the Parties:

Electrical Contractors Association
Of Alberta

Local Union 424 of International
Brotherhood of Electrical Workers


Brian Halina, Chairman
Labour Relations Committee


Michael Reinhart, Business Manager
Local Union 424

**APPENDIX "H" – ELECTRICAL INDUSTRY PENSION TRUST FUND OF ALBERTA (EIPTFA)
CONTRIBUTION REALLOCATION**

Letter of Understanding
by and between
Electrical Contractors Association of Alberta
and
Local Union 424 of
The International Brotherhood of Electrical Workers

Whereas the Electrical Contractors Association of Alberta and the Local Union 424 of The International Brotherhood of Electrical Workers has entered into a Collective Agreement pursuant to Registration Certificate No. 52, and

Whereas EIPTFA contributions are prohibited by legislation on December 31st of the year the Employee turns 71 years of age, and;

Whereas the Parties mutually desire for Employees to have all EIPTFA contributions reallocated to wages when EIPTFA contributions are prohibited by legislation, and;

Whereas reallocating EIPTFA contributions into wages results in a higher Classification Basic Hourly Rate, and;

Whereas a higher Classification Basic Hourly Rate results in higher Worker Compensation Board premiums, Employment Insurance premiums and Canada Pension Plan, and;

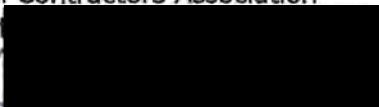
Whereas the Parties agree adjustments are necessary to ensure mutual benefit for the Employee and Employer resulting from the reallocation.

Now Therefore it is Agreed that a standard calculation will be used for all affected Employees: For each One dollar (\$1.00) of reallocated contribution the One dollar (\$1.00) will be distributed as: Twenty Cents (\$0.20) subtracted for administrative equity; Seventy Three Cents (\$0.73) added to the Classification Basic Hourly Rate; Seven Cents (\$0.07) added to the Vacation/Holiday Pay, and the affected Employees will be compensated according to the applicable wage and benefit schedule contained within this Letter of Understanding upon the conditions outlined in this Letter of Understanding being met.


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 the 17th day of January 2023, and signed on behalf of the Parties:

Electrical Contractors Association
Of Alberta


Brian Halina, Chairman
Labour Relations Committee

Local Union 424 of International
Brotherhood of Electrical Workers


Michael Reinhart, Business Manager
Local Union 424

SIGNED ON MARCH 24, 2023.

Signed on behalf of:

Electrical Contractors Association
Of Alberta

Local Union 424 of International
Brotherhood of Electrical Workers

Brian Halina, Chairman
Labour Relations Committee

Michael Reinhart, Business Manager
Local Union 424