

COLLECTIVE AGREEMENT

BETWEEN:

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL ORNAMENTAL AND
REINFORCING IRONWORKS
LOCAL UNION NO. 720**
(hereinafter referred to as the "Company" or "Employer")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART

October 31, 2022 – September 30, 2025

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ARTICLE NO. 1 – PURPOSE, DURATION, TERMINATION AND AMENDMENTS

This Agreement shall be in full force and effect as of the 31st day of October 2022 and continue in full force and effect through to the 30th day of September 2025 and from year to year thereafter except as hereinafter provided.

Either party wishing to amend or terminate this Agreement shall give notice in writing of such desire to the other party no less than sixth (60) days or more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.

If notice has been given by either party, this Agreement shall remain in full force and effect during the progress of negotiations, even though such negotiations may extend beyond the said expiry date, until the procedures in the current Labour Relations Code, have been exhausted.

The Negotiating Committee for both parties shall be equal representation, not be exceed two (2) from each party.

The purpose of this Agreement is to maintain a harmonious relationship between the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Worker, Local Union No. 720 hereinafter referred to as the Employer, and its employees who are members of General Teamsters, Local Union No. 362, hereinafter referred to as the Union, the define clearly the hours of work, rates of pay and conditions of the employment; to provide for an amicable method of setline differences which may from time to time arise; to promote the mutual interest of the Employer and Employees; to promote and maintain such conditions of employment, and in recognition whereof, the Employer and the Union agree as follows:

ARTICLE NO. 2 – BARGAINING AGENCY AND RECOGNITION

- 2.1 The Employer recognizes General Teamsters, Local Union No. 362 as the sole and exclusive representative and bargaining agent for all of its Employees within Local 362's jurisdiction and hereby agrees to negotiate with Local 362, or any of its authorized representatives, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.
- 2.2 The Agreement shall apply to all Employees of the bargaining unit of General Teamsters, Local Union No. 362, as defined in Certificate Number C1753-2019 issued by the Labour Relations Board, Alberta of the Employer in its office within the jurisdiction of Local 362 and or such new classifications as may from time to time be agreed and established by the parties.

ARTICLE NO. 3 – UNION SECURITY

- 3.1 The Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein. The Employer shall, however, give the Union an opportunity to refer suitable applicants for employment.

The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.

It is agreed that as a condition of employment, each employee shall become, and remain, a member in good standing of the Union.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union Dues, periodic assessments uniformly required of all Members in the Bargaining Unit, and/or other accessorial charges, as levied against him by the Union, and so indicated on the monthly Check-off List as provided by the Union to the Company.

ARTICLE NO. 4 – DEDUCTION OF UNION DUES

The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire.
- Terminations or resignations are to be clearly identified with current address, postal code, and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).
- If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

Upon the first paycheque after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union checkoff, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the employee within the first ninety (90) calendar days of employment. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month until the Local Union Initiation is fully paid.

All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Union's Constitution and/or By-Laws.

The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Union. At the beginning of each year, the Employer shall provide a schedule to all employees detailing the pay periods in which Union dues shall be deducted

ARTICLE NO. 5 – THE RIGHTS OF THE EMPLOYER

- 5.1 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any Employee for just cause subject to the provisions of this Agreement, and the right of the Union or Employee to grieve as provided in Article 26.
- 5.2 The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the work force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present Employee of their employment, except through just cause.

ARTICLE NO. 6 – DEFINITION OF EMPLOYEES

- 6.1 A regular Employee is any person employed on a full-time permanent basis and who has completed the probationary period.
- 6.2 A regular part-time Employee is any person employed on a continuing basis for less than the normal hours of work or work-week. Regular part-time Employees shall be covered by all conditions of this Agreement on a pro-rata basis consistent with the time regularly employed each week.
- 6.3 Temporary employees are defined as employees hired to carry out short-term jobs for a specific period of time. Should continuous employment exceed the full-time equivalent of ninety (90) calendar days, the Employee shall be considered a regular Employee (or regular part-time employee) and seniority will date back to the original date of hire. Temporary Employees have the rights of the Agreement upon date of hiring.
- 6.4 Casual Employees shall be those Employees hired for extra or relief work period of up to one (1) month. Such Employees shall be paid at the rates provided in the Agreement and will be guaranteed not less than three (3) hours of work on each day which they are employed.
- 6.5 All new employees, except temporary or casual employees, will be considered probationary for the first ninety (90) calendar days. After ninety (90) calendar days an Employee will be permanent. A temporary Employee transferred to regular status will not be required to serve a further probationary period.
- 6.6 Each Employee will be provide with a copy of their job description within ninety (90) days of the signing of this Collective Agreement or within five (5) days of the commencement of their employment, whichever event shall later occur. Employees shall be advised at the same time from who they shall receive instructions as to the policies and procedures of the establishment.
- 6.7 Prior to the Employer hiring temporary or casual Employees, the Employer shall consult with the Union in regards to changes to job duties and responsibilities of existing Employees. Wages and benefit shall be as per the Collective Agreement.

ARTICLE NO. 7 – NEW EMPLOYEES

- 7.1 A representative of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE NO. 8 – UNION REPRESENTATION

- 8.1 The Employer shall recognize the representative(s) as selected by the Union for the purposes of collective bargaining, agreement administration and general union business, as the sole and exclusive representative(s) of all Employees within the bargaining unit as defined in Article 2 of this Agreement.
- 8.2 The representative(s) of the Union shall have the right to contact the Employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to appropriate time for such contact before meeting the Employees.

- 8.3 The Employer shall recognize the Steward(s) as selected by the bargaining unit for the purposes of collective bargaining, agreement administration as exclusive representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 8.4 The Steward(s) shall, within reason and in the Edmonton area, investigate and process grievances or confer with the representative of the Union during working hours without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purpose and such permission will not be unreasonably denied.
- 8.5 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union or for the exercising of rights provided by this Agreement.
- 8.6 The Employer agrees that the Employee and the Union shall be notified at least one (1) full working day in advance of any interview of a disciplinary nature and to indicate:
- a) the Employee's right to be accompanied by a Union representative;
 - b) the purpose of the meeting including whether it involves the Employee's personnel record;
 - c) that if the Employee's personnel record is to be considered during the interview, the Employee and/or the Union representative shall have access before the meeting to the file in accordance with Article 25.

ARTICLE NO. 9 – HOURS OF WORK

- 9.1 A regular work day shall consist of eight (8) hours per day, five (5) days per week, Monday through Friday inclusive, with an unpaid lunch period of one-half (1/2) hour provided and two (2) relief periods per day of fifteen (15) minutes each.
- 9.2 A suitable area shall be provided by the Employer for the purpose of taking lunch and relief periods.

ARTICLE NO. 10 – OVERTIME

- 10.1 Overtime shall be paid at the overtime rate of two (2) times the regular rate of pay for each hour worked on Saturdays, Sundays, and Statutory Holidays. Overtime worked during regular scheduled work days Monday through Friday shall be paid at one and half (1.5) times the regular rate of pay for each hour worked. Anything over ten (10) hours shall be paid at two (2) times the regular rate of pay.
- 10.2 All Employees required to work overtime in excess of two (2) hours beyond their regular working day shall be allowed a one-half hour (1/2) lunch period.
- 10.3 All Employees required to work overtime in excess of four (4) hours on Saturdays, Sundays or recognized holidays shall be allowed a lunch period.
- 10.4 All Employees who are called back to work during regular scheduled days off or vacation periods or outside the regular working day, shall receive a minimum of three (3) hours pay at overtime rates provided the Employee reports for such work.
- 10.5 The Employer will be responsible for an Employee's transportation home after 8:00 p.m. in the event of overtime scheduled after working hours, provided the Employee does not have their own transportation.

ARTICLE NO. 11 – ACCOMMODATIONS, MEALS AND TRAVEL

- 11.1 When Employees are required to work away from their normal place of employment and are entitled to receive a per diem and/or expense allowances, such monies shall be paid in advance upon request, including the cost of single accommodation when an overnight stay out-of-town is required and utilized.
- 11.2 When Employees are required to work away from their normal place of employment the Employer will accept the Employees claim for an allowance for meals on the following basis:
 - a) A per diem of one hundred dollars (\$100.00) a day for a meal allowances.
- 11.3 When an Employee is required to work away from their normal place of employment, the employee shall be entitled to compensation at forty-seven (.47) cents per kilometer traveled, each way, parking and all other related expenses as authorized.
- 11.4 When an Employee is directed or dispatched to work on an out-of-town job the Employer shall provide:
 - a) For each day worked, suitable room and board

ARTICLE NO. 12 – HOLIDAYS

- 12.1 The Employer agrees to provide regular full-time, regular part-time and temporary Employees with the following holidays without loss of pay:

| | |
|--------------------------|------------------------------|
| New Years' Day | Heritage Day (Civic Holiday) |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| *Two (2)-Relief Holidays | Truth and Reconciliation Day |

And any duly acclaimed Federal, Provincial or Civic Holiday.

*To be taken on a day mutually agreed between the Employer and Employee.

- 12.2 If an Employee is required to work on any of the above dates they shall be paid at a rate two (2) times the regular rate of pay or time off in lieu to be taken on a day mutually agreed between the Employer and Employee.
- 12.3 When any of the above holidays fall on a Saturday and/or Sunday, they shall be observed on the next scheduled regular working day.
- 12.4 In the event of any of the holidays enumerated in Article 12.1 occur during the period of an Employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.
- 12.5 No deduction shall be made in the pay of any regular Employee for a holiday except in the following case: When an employee is absent for a reasonable time period (non-approved furlough), on either of the working days immediately preceding or following the holiday.

ARTICLE NO. 13 – VACATIONS

- 13.1 Temporary Employees and/or Employees whose employment has been severed prior to a year's service shall receive four percent (4%) of gross earnings.
- 13.2 Senior Employees will be given preference in selection of vacation periods.
- 13.3 Any vacation period must be taken at a time mutually agreed with the Employer. Vacations will be accrued from employment anniversary date to anniversary date. Accrued vacation entitlement may be taken prior to anniversary date by mutual agreement of the Employer and Employee. Vacation entitlement unless mutually agreed to by the Employer and Employee must be completed prior to the Employees next anniversary date.
- 13.4 For the purposes of computing vacation entitlement, an Employee shall be entitled to vacation in accordance with length of service be becoming due on the anniversary date of the Employee.
- 13.5 Vacation shall be accrued as earned and itemized on each pay slip based on the percentage rates which equate to the following:
 - 6% for up to 1 year service
 - 6% and three (3) weeks from 1 years of service up to 5 years of service
 - 6% and four (4) weeks from 5 years of service up to 10 years of service
 - 6% and five (5) weeks from 10 years of service up to 15 years of service
 - 6% and six (6) weeks from 15 years of service or more
- 13.5 Employees with less than one (1) year's service shall be entitled to take earned vacation, provided they have satisfactorily completed their probationary period. Such requests shall not be unreasonably denied by the Employer.
- 13.6 An Employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

For the purposes computing vacation pay on severance, the following shall apply:

| | |
|-------------------------------|------------------------|
| Less than one year of service | 4% of regular earnings |
| After one year of service | 4% of regular earnings |
| After five years of service | 6% of regular earnings |
| After ten years of service | 6% of regular earnings |

- 13.7 Where an Employee qualified for sick leave (with medical certificate), bereavement leave, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

ARTICLE NO. 14 – HEALTH & WELFARE TRUST FUND

- 14.1 For the duration of the current Collective Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payment to the Ironworkers Health and Welfare Trust Fund of Western Canada for each Employee covered by this Collective Agreement.
- 14.2 For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as per Appendix A of this Agreement to the above named Health and Welfare Trust Fund.

- 14.3 The payments to the Health and Welfare Fund required above, shall be made to the Ironworkers Health and Welfare Trust Fund of Western Canada, Funds Administration Services, 9th floor, 9707 110 Street Edmonton, Alberta, T5K 3T4 established under an Agreement and Declaration of Trust.

ARTICLE NO. 15 – PENSION TRUST FUND

- 15.1 For the duration of the current Collective Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Alberta Ironworkers Pension Trust Fund or group RRSP at the discretion of the Employee for each Employee covered by this Collective Agreement. The pension rates shall be based on the Structural Ironworkers Collective Agreement.
- 15.2 For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as per Appendix A of this Agreement to the above named Pension Trust Fund or group RRSP.
- 15.3 Contributions shall be paid on behalf of an Employee starting with the Employee's first hour of employment in a job classification covered by the Collective Agreement. Provided they served a ninety (90) day probationary period.

ARTICLE NO. 16 – DEFINITIONS OF DEPENDENTS

- 16.1 Dependent shall mean and include:
- a) Spouse – the person to whom the Employee is legally married or a partner who has cohabitated with the Employee for a minimum of twelve (12) consecutive months.
 - b) Children less than twenty-one (21) years of age who are unmarried and dependent on the Employee, including adopted children, step children, foster children and wards for whom the Employee is entitled to claim under the Income Tax Act (Canada).
 - c) Unmarried children twenty-one (21) year of age or older who are financially dependent upon the Employee because of infirmity, either physical or mental.
 - d) Unmarried children less than twenty-six (26) year of age in full-time attendance at an accredited educational institution.

ARTICLE NO. 17 – WORKERS' COMPENSATION

- 17.1 All Employees shall be covered by Workers' Compensation.
- 17.2 An Employee who suffers injury or illness compensable under the Workers' Compensation Act will receive from the Employer supplemental pay which represents the difference between what they receive from the Workers' Compensation Board and their regular salary for the period of compensation.
- 17.3 The Employer agrees to maintain regular payments into medical and pension plans to ensure continued coverage for the Employee.
- 17.4 Seniority, vacation benefits and pension credits shall be accrued during the period of compensation.
- 17.5 Prior to the time a claim for a job-related illness or injury is deemed to be compensable, or if any Employee is discontinued from Workers' Compensation, the Employer agrees that the Employee will be covered either under the general illness compensation (Article 18 – Sick Leave and Leave of Absence) or under the long-term disability insurance plan, with their wage supplemented by the Employer to one hundred per cent (100%) of their wage at current wage rates.

- 17.6 An Employee who has suffered a job-related illness or injury and is returning to work, but is unable to perform their former duties, shall receive the same rate of pay and incur no loss of seniority or benefits.
- 17.7 The Employer shall make every effort, in conjunction with the union, to facilitate the placement of the Employee to the benefit of all parties. The Employer recognizes that job or physical worksite alternations may be necessary.

ARTICLE NO. 18 – SICK LEAVE AND LEAVE OF ABSENCE

- 18.1 Employee shall be allowed one (1) days sick leave with pay for each month worked. Any unused sick time up to a maximum of six (6) days will be paid to the Employee annually and shall not be carried over to the following year.
- 18.2 Employees shall be granted extended sick leave of absence without pay of up to six (6) months after one (1) year service and twelve (12) months after five (5) years' service beyond the paid sick leave entitlement provided in the Health and Welfare Trust Fund as per Article 14 during periods of lengthy illness or disability as certified by a medical doctor.
- 18.3 Compensation under the maternity and parental leave provision shall comply with the *Employment Insurance Act*.
- 18.4 An Employee on maternity leave must give one (1) months' notice of her intention of returning to work.
- 18.5 While an Employee is on maternity leave the Employer agrees to continue paying the Employee's benefits in accordance outlined in Article 14. In the event the Employee does not return to work the Employee shall reimburse the Employer for the amounts paid.
- 18.6 An Employee may apply for and, where possible, receive up to six (6) months leave of absence without pay for personal reasons. Such leave will not be unreasonably withheld by the Employer. Seniority will be retained but not accumulated.
- 18.7 Employees, when delegated to perform Union activities, shall be granted leave of absence without pay, not to exceed thirty (30) days without loss of seniority.
- 18.8 Time off, without loss of regular earnings will be provided for authorized representatives of the Union for time spent in negotiations and in the processing of grievances up to and including arbitration with regards to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local Union No. 720 bargaining unit.
- 18.9 An Employee subpoenaed to appear in Court as a witness or juror on a regular work day, shall be allowed the required time off without loss of pay at the Employee's regular rate of pay, provided that any witness fees or jury fees paid to the Employee for this appearance are given to the Employer.
- 18.10 An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave for Union activities. The Union shall reimburse the Employer for all pay and benefits during the period of absence.
- 18.11 An Employee, not on leave of absence without pay, shall be granted upon application, leave at their regular rate of pay for the following:
- a) Ten (10) days bereavement leave for a spouse (including common-law spouse) son, and daughter, parents of Employee.
 - b) Five (5) days bereavement leave for parents of spouse (including common-law spouse), grandparents, brother, sister, and grandchildren.
 - c) Three (3) days bereavement leave for step brother or sister, legal ward.

- 18.12 An Employee compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment without loss of pay, provided that they are not absent from work for a period longer than three (3) hours.

ARTICLE NO. 19 – SENIORITY

- 19.1 Seniority shall mean length of continuous service with the Employer.
- 19.2 An Employee shall lose all seniority rights for any one or more of the following reasons:
- a) voluntary resignation
 - b) discharge for just cause
- 19.3 Employees retained on staff following the probationary period will have seniority credited to date of hire.
- 19.4 An Employee laid off and placed on the recall list will retain but will not accumulate seniority during the period of layoff.
- 19.5 Seniority lists will be made available by the Employer on an annual basis.

ARTICLE NO. 20 – PROMOTIONS, VACANCIES, LAY-OFFS AND RECALL

- 20.1 Job vacancies shall be posted internally by the Employer for a period of five (5) working days, and shall be filled on the following basis:
- a) Before any new Employees are hired and before any vacancy or new position is posted, other than casual Employees as defined under Article 6.4, current Employees within the bargaining unit, who have the required qualifications, shall on the basis of seniority, be allowed the opportunity to fill the vacancy.
 - b) If the position is not filled under Article 20.1a above, notice of the vacancy or new position shall be submitted in writing to the Union, to provide available union members who qualify, the opportunity to apply for the position.
 - c) If the position is not filled in accordance with 20.1a and 20.1b above the position may be posted externally.
- 20.2 All notices, postings and advertisements of vacancies or new positions, shall contain the following information:
- a) job title and classification
 - b) required qualifications
 - c) duties of the position
 - d) salary/benefits as per collective agreement
 - e) hours of work
 - f) terms of employment
- 20.3 An Employee promoted to a higher rated position shall serve a trial period of three (3) months in the new position.
- a) If during that trial period the Employer determines that the Employee is not suitable for the new position, the Employee may be placed in the position they formerly occupied or in another mutually acceptable and available position, provided, however, that the rate of pay will not be less than for the position they left to accept the promotion.
 - b) If during the trial period, the Employee determines that they are not satisfied in their new position, they shall have the right to revert to their former position on the same basis as set out in 20.3a above.

- c) Any bumping which occurs as a result of 20.3a and 20.3b above shall be on the basis of seniority and the right to revert to former positions or suitable available positions as set out in 20.3a above.

20.4 In the event that it becomes necessary to layoff full-time regular Employees or to reduce their hours of work, the following procedures shall be used:

- a) The Employer will notify the Union and the Employees at least three (3) weeks in advanced of any impending layoff or reduction in hours of work of regular full-time Employees.
- b) Employees with the least amount of seniority within the bargaining unit shall be the first to be laid off or have their hours reduced.
- c) Casual or temporary Employees shall be entitled to not less than two (2) weeks' notice unless their anticipated term of employment would be completed within two (2) weeks.
- d) Any full-time regular employee who is laid off or whose hours of work have been reduced shall be re-hired or have their hours brought up to full-time regular hours before any new hiring takes place.
- e) Employees who are laid off shall be placed on a recall list and be retained therein for a period of twelve (12) months and shall be recalled in the reverse order of their layoff.
- f) It shall be the responsibility of Employees who are on the recall list to keep the Employer advised of their current address and telephone number.
- g) The Employer shall advise the senior Employee on the recall list of any employment opportunity and shall so advise the Union. The Employer and the Union shall make every reasonable attempt to contact the Employee. If the Employee has not responded to the notice of the employment opportunity within ten (10) working days, unless prohibited through illness, accident, or other just cause, the Employee's right to recall may be forfeited and the next Employee on the list may be contacted and provided the same opportunity of recall.
- h) If no Employees are on the recall list or if they do not make themselves available as set out in 20.4f and 20.4g above, the Employer may fill the vacancy or new position pursuant to the terms of Article 20.1.
- i) In the event of technological and procedural change which occurs during the term of an employee's lay off, or affects their recall, the terms of Article 27.1 – Technological and Procedural Change, shall apply to employees on layoff and seeking recall.
- j) Employees recalled to their former position or to a position in the same salary range shall be reinstated at the same step in the same salary range which they occupied at the time of layoff and shall be paid at the current rate of pay.

ARTICLE NO. 21 – SEVERANCE PAY

21.1 Employees who are laid off shall be entitled to receive severance pay calculated at the rate of pay at the time of layoff on the basis of three (3) weeks' pay for each year of service. Severance pay will be pro-rated for fractions of a year.

21.2 Severance pay may be applied for as follows:

- a) Immediately upon severance if the Employee chooses not to be placed on the recall list.
- b) At any time up to the six (6) months from date of severance, if the Employees chooses to be removed from or becomes ineligible to remain on the recall list.

ARTICLE NO. 22 – DISCHARGE AND TERMINATION

22.1 It is hereby agreed that the Employer has the right to discharge only for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge at the Employer's option. The Employer will inform the Employee and the Union in writing of the reasons for such discharge at the time of discharge.

- 22.2 If upon joint investigation by the Union and the Employee, or by decision of the Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged; such Employee shall be subject to the award of the said Arbitrator. The award of the Arbitrator shall be final and binding on both parties.

ARTICLE NO. 23 – WAGES

- 23.1 Where a new job classification is established or where the nature of work within a classification is significantly altered, the job description, and rate of pay shall be negotiated between the Employer and the Union. Failing agreement, the dispute may be subject to a grievance and may be referred to arbitration. The Arbitrator shall have the power to determine appropriate job classification and rate of pay. The decision of the Arbitrator shall be final and binding.
- 23.2 Any new position not covered by Appendix "A" or any new position which may be established during the life of this Agreement shall be subject to negotiations between the Union and the Employer. In the event that the parties are unable to agree as to the classification and the rate of pay for the job in question or in reclassifying any position of an Employee which may be in dispute, it may be submitted to the grievance procedure and arbitration machinery of this Agreement.
- 23.3 An Employee assigned to a high job classification or who temporarily replaces another Employee in such higher classification shall be paid at the higher rate for the period so employed. This provision shall not apply for brief periods of less than one-half (1/2) day except when an Employee is required to work at a higher classification on a recurring basis, i.e. each day, each week, or each month, the higher rate of pay shall apply.
- 23.4 Any Employee hired who reports for work and is not put to work shall be guaranteed no less than one-half (1/2) of a regular day's pay with a minimum of three (3) hours.
- 23.5 Employees shall be paid weekly as mutually agreed between the Employer and the Employees. If a payday falls on a holiday or a non-working day, the payday shall be advanced to the day before the holiday or the last banking.
- 23.6 The parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.
- 23.7 There shall be no discrimination in wages or benefits for any Employee who possess the necessary qualifications, skills in any given appointment or position.

ARTICLE NO. 24 – GENERAL

- 24.1 Employees shall not be asked to make any written statement or verbal contact which may conflict with this Agreement.
- 24.2 The privilege of using the Union Label shall be extended to the Employer as long as this agreement remains in full force and effect and the employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Union with the designation of Local 362 and shall remain the sole property of this Union.
- 24.3 It shall not be a violation of this Agreement or cause for discipline or penalization of any Employee in the performance of their duties, to recognize a picket line of employees engaged in a labour dispute. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 24.4 If Employees are receiving benefits in excess of the rights and privileges outlined in this Agreement, such conditions shall not be altered due to the signed of this Agreement.

ARTICLE NO. 25 – PERSONNEL RECORD

- 25.1 An Employee's record will be automatically cleared of disciplinary measures after one (1) year unless disciplinary action for an offence of a similar nature has had to be taken during the one (1) year period. An Employee, accompanied by their Steward, if so desired, has the right to examine personnel records upon request. The Steward may also examine the record on behalf of an Employee provided written authority is obtained from the Employee to do so.
- 25.2 The Employee and the Union must receive copies of any disciplinary measures taken.
- 25.3 The Employee may request that any other documentation be removed after one (1) year unless of an administrative nature. If such documents are not voluntarily removed by the Employer, this shall become subject to the grievance procedure.

ARTICLE NO. 26 – GRIEVANCE PROCEDURE

- 26.1 Both parties recognize that an Employee, accompanied by a Union Steward has the right to discuss with the Employer any question or complaint relating to the working conditions and conditions of employment, including those governed by the provisions of this agreement, without prejudice to be right of the Union to have subsequent recourse to the grievance procedure.
- 26.2 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly or unreasonably.
- 26.3 Where a dispute involving a question of general application or interpretation occurs, or when a group of Employees or the Union has a grievance, the Union and its representatives shall have the right to originate a policy grievance on behalf of an Employee, or a group of Employees and seek redress with the Employer in the manner provided in the grievance procedure.
- 26.4 Grievances must be filed within thirty (30) calendar days of the occurrence giving rise to the grievance or the aggrieved Employee(s) becoming aware of the event giving rise to the grievance or such longer period of time as may be reasonable in the event of circumstances beyond the control of the aggrieved Employee(s).
- 26.5 Time limits set out in the grievance procedure may be extended by mutual agreement in writing by the parties. If the aggrieved Employee(s) or the Union fails to process a grievance to the next step of the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.
- 26.6 Replies to grievances stating reasons shall be in writing at all stages.
- 26.7 At each step of the grievance procedure the aggrieved Employee(s) and the Union representative(s) shall have the right to be present without loss of pay.
- 26.8 Both parties agree no lawyers shall be permitted to participate in the Joint Grievance Panel proceedings.
- 26.9 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved Employee(s) or the Union shall first inform the Employer Representative of the existence of a dispute. The Employer shall then have up to two (2) working days to resolve the dispute to both parties satisfaction. If that is not the case, the grievance may then be carried to Step 2.

Step 2

The aggrieved Employee(s) or the Union shall file a formal grievance with the Business Manager. The grievance shall stipulate the nature of the grievance, such articles of the Agreement as may be alleged to have been violated and the redress ought by the grievor. If the grievance is not resolve within seven (7) working days to the grievance may be carried to Step 3.

Step 3

If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel, unless the Union or the Employer serves notice of an intention to bypass the Joint Grievance Panel in favour of referring the matter directly to arbitration.

In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within ten (10) working days of such notice being served.

Such Joint Grievance Panel will consist of one appointee from the Employer and one appointee from the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance.

The Joint Grievance Panel shall hold a hearing into the matter within ten (10) working days of being appointed and shall issue their recommendation within three (3) working days of the date the hearing was held.

Each of the parties shall advise the other, within five (5) working days of the receipt of the recommendation, as to whether they accept or reject the recommendation.

In the event the parties to the grievance accept the recommendation of the Joint Grievance Panel, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten (10) working days, or in any event in accordance with such other implementation schedule as may be included in the Joint Grievance Panel recommendations.

Step 4

An Arbitration Board consisting of one appointee selected by the Union, one selected by the Employer, and a Chairperson either mutually agreed upon or appointed by the Director of Mediation Services.

By mutual consent of the parties a Single Arbitrator may be substituted for the Arbitration Board. The Single Arbitrator shall be selected by mutual agreement, or if that is not attainable, by appointment by the Director of Mediation Services.

- 26.10 Neither an Arbitration Board nor a Single Arbitrator shall have the right to amend the terms of this agreement. The decision of the Arbitration Board or the Single Arbitrator shall be final and shall be binding upon the parties.
- 26.11 The cost of arbitration shall be borne separately by the parties except that the costs of the Chairperson of an Arbitration Board or the Single Arbitrator shall be shared equally by the parties.
- 26.12 If the aggrieved Employee(s) or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.
- 26.13 No grievance shall be defeated or denied by any formal or technical objection. An Arbitration Board or the single Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedure irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.

ARTICLE NO. 27 – TECHNOLOGICAL AND PROCEDURAL CHANGE

27.1 At the discretion of the Employer when new or greater skills are requested than are already possessed by affected Employee(s) under the present method of operations, such Employee(s) shall be trained, at the expense of the Employer and be given a period of time not to exceed three (3) months, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such Employee(s) and no reduction in pay upon being re-classified in the new position.

ARTICLE NO. 28 – PARKING

28.1 The Employer shall ensure that parking places complete with plug-ins are provided at no cost to the Employee.

ARTICLE NO. 29 – CONTRACTING OUT

29.1 No member of the bargaining unit shall suffer any loss of hours of work, loss of earnings or be laid-off as a result of contracting out the work of the bargaining unit on a continuing basis.

ARTICLE NO. 30 – HEALTH AND SAFETY

30.1 The Employer agrees to make reasonable and proper provisions for maintenance of high standards of health and safety in the workplace including a properly heated, lighted and designed working environment that is free of pollution. The Employer shall comply with minimum applicable federal, provincial and municipal health and safety legislation and regulations, including the Occupational Health and Safety Act and Regulations thereto.

30.2 The Employer recognized the importance of taking precautions to ensure that the Employees who use Video Display Terminals (VDT's) in their work are protected from any risk to their health.

30.3 In any case where the Employer is forced to temporarily close down the workplace, the Employees shall not suffer any loss of earnings, benefits or seniority for that period of time. As long as they continue their duties and hours of work by alternative means.

ARTICLE NO. 31 – HARASSMENT

31.1 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, and the Employer undertakes to discipline any person employed by the Employer engaged in harassment of another Employee.

Sexual harassment shall be defined as:

- a) Inappropriate touching, including touching which is expressed to be unwanted
- b) Suggested remarks or other verbal abuse with a sexual connotation
- c) Compromising invitations
- d) Repeated or persistent leering at a person's body
- e) Demands for sexual favours
- f) Sexual assault

31.2 In cases of sexual harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.

31.3 An Employee may initiate a grievance under this clause at the first step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

- 31.4 It is the policy of the Employer to ensure that the working environment is conducive to the performance of work and is such that Employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workforce to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that the victims of harassment are able to register complaints in complete confidence without fear of reprisal.
- 31.5 Personal harassment shall be defined as any personally oriented practice that undermines an Employee's health, job performance or endangers the Employee's employment status or potential. All Employees have the right to work without such harassment.
- 31.6 It is the responsibility of the Employer to ensure that this policy is respected by all Employees. The Union and the employer agree that during the life of the Agreement, they shall jointly develop procedures, to deal with any allegations of harassment, which shall be attached to and form part of this Collective Agreement.

ARTICLE NO. 32 – NO DISCRIMINATION

- 32.1 the employer agrees that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationships, place of resident, physical challenges, nor by reasons of membership or activity in the Union or by any other reason.

ARTICLE NO. 33 – CONFORMITY TO FEDERAL & PROVINCIAL LEGISLATION

- 33.1 In the event that any part of this Agreement is affected by legislation passed by either the Federal or Provincial Governments, the Employer and Union recognize that this Collective Agreement remains in full force and effect, and agree to conform to any modifications required by such legislation.

Signed this 7 day of December, 2022 in the City of Edmonton, Alberta

ON BEHALF OF THE EMPLOYER
Iron Workers, Local 720



Keith Stevenson
Business Manager



Chris Aparicio
President

ON BEHALF OF THE UNION
General Teamsters, Local Union No. 362



Gord McCabe
Business Agent



Chance Hryciun
Vice President / Business Agent

APPENDIX "A"

WAGE RATES SCHEDULE (Effective October 31, 2022)

**OFFICE ADMINISTRATOR ASSISTANT
(Includes all daily office duties and reports directly to Office Administrator)**

| <u>Temporary</u> | <u>After 3 Months</u> |
|------------------|-----------------------|
| 31-October-22 | 31-October-22 |
| \$28.50 | \$32.36 |

**OFFICE ADMINISTRATOR
(Includes office supervision and reports directly to Business Manager)**

31-October-22

\$42.93