

Collective Agreement

**For All Aluma Scaffold yards
(Edmonton)**

Between

**Aluma Systems Inc
(Hereinafter referred to as the company)**

And

**United Brotherhood of Carpenters
And Joiners of America
Local Union 2010
(Hereinafter Referred to the Union)**

May 1, 2018 – April 30, 2021

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Article 1 – Scope and Purpose

- a) The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees except for office, clerical and management employees.
- b) The foremen working in the Edmonton Main Yard will be considered as part of management.
- c) The purpose of this agreement is to maintain a sound and satisfactory relationship between the employer and the union and to set out wages, hours of work, and other working conditions of employment for all employees within the bargaining unit in the Edmonton Main Yard.

Article 2 – Union Security

- a) The Company, the Union, and the employees, agree to co-operate individually and collectively, for the benefit, security and wellbeing of both the employees and the company.
- b) All employees shall, as a condition of employment, become union members after thirty (30) working days of their initial date of hire and shall maintain such membership as a condition of employment.
- c) After thirty (30) working days the company agrees to deduct monthly dues of Two (2) times the hourly rate of pay per month, to the maximum of Thirty (30) dollars per month or amounts as determined by the union from time to time. Such monies will be remitted to the local union, along with a list of employees from whom the money has been deducted by the fifteenth (15th) day of the following month of the said deductions. Please note Appendix A.
- d) All employees who have completed their ninety (90) days probationary period will be considered a regular employee.

Article 3 – Management Rights

- a) The Company has the exclusive right to manage its operations in all respects; and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct its workforce. The Company has the right to hire, promote, transfer demote or layoff employee's and to suspend, discharge or otherwise discipline employees for just cause. The Company agrees that any exercise of these rights shall not contravene the provisions of this agreement. All Company rules and regulations shall be applied in a fair and non-discriminatory manner.
- b) Upon commencement of employment all employees will be required to

undergo a physical demands assessment to determine suitability for the work.

- c) Should a Doctor's note be required by the employer, the cost will be reimbursed to the employee with a receipt from the Doctor.
- d) In the event the company requires employees to work outside of regular hours for repair and maintenance or equipment and or material and insufficient numbers of employees commit to working extra shifts to accommodate that work, the company may subcontract or outsource the work required.

Article 4 – General

- a) All storing and handling of merchandise, goods, or other materials or the use of machinery or equipment, shall be carried out by members of the union, when such work is under the control of the company. Only in times of unforeseen emergencies or unavailability of bargaining unit employees will the foreman be allowed to do work within the scope of bargaining unit employees.
- b) The parties to this agreement recognize all the clauses and articles contained herein are subject to the grievance procedure.
- c) The Union Business Representative shall appoint a shop steward for the Main Yard with one alternate and will notify the Company in writing of such appointment. The Company shall acknowledge the appointment of the shop Steward and shall not discriminate against them and also allow proper and reasonable time for them to carry out their duties. The Company will notify the Union prior to terminating the shop steward.
- d) The Company shall allow time off work without pay, to any employee who is required to attend union activities away from the workplace, provided written notice is provided to the employer by the union. No more than one (1) employee per yard will be granted such leave.
- e) An authorized agent of the Union will upon request have access to the Company's workplace during working hours, for the purpose of carrying out investigations and dealing with any related matters pertaining to the collective agreement. The agent shall not interrupt the company's working schedule.
- f) Any supervision or other company employee outside the scope of this bargaining unit shall not perform the duties of employees within the bargaining unit, except for the purpose of training, instruction, evaluation or unforeseen emergencies or unavailability of bargaining unit employees.
- g) A copy of any written disciplinary action shall be provided to the employee and to the Shop Steward by the Company management and shall be removed from the employees personnel file twelve (12) months, one (1) year from the date of the

infraction.

- h) When a death occurs to a member of a regular employee's family, the employee shall be granted, if requested, a leave of absence. The employee shall be compensated at their regular straight time hourly rate based on eight (8) hours paid per day from their regular schedule on the days preceding, during or after the funeral for a maximum of three (3) consecutive days.
- i) An employee's immediate family shall be defined as their parents, the spouses' parents, their children, their own siblings and their spouses' siblings, their grandparents and their spouse's grandparents as well as their spouse.
- j) The Company agrees to provide clean and adequate lunchrooms, equipped with a fridge, and microwave oven in adequate numbers for use by all employees. Proper washroom facilities will also be provided with flush toilets and hot running water.
- k) The Company agrees to provide employees on an as needed basis summer and winter coveralls and appropriate gloves at no cost to the employee.
- l) Any employee who has completed their ninety (90) day probation period and who purchases CSA approved safety boots, will be reimbursed up to two hundred and fifty (\$250.00) dollars maximum per year. The employee will be reimbursed for such expense upon presentation of a bona fide receipt to the company. If an individual quits prior to the one year the employer will recover fifty (50%) percent of the cost of safety boots from the employees final pay.

Article 5 – Seniority

- a) Seniority shall commence from the date on which the employee completes the probationary period.
- b) Seniority, once established for any employee, shall be forfeited under the following conditions:
 - voluntarily quitting
 - discharge for just cause
 - failure to report for duty after a layoff
 - absence from work for three consecutive days without proper notice
 - a layoff exceeding ninety days
- c) Providing the employee has the necessary qualifications and the ability to perform the work, seniority shall prevail for the purposes of determining shift preference, working overtime and selection for new positions and layoffs.
- d) The Company may employ students under the following conditions:

- 1) During the students semester break; between May and August.
- 2) Providing that student does not replace any Union member.
- 3) Each student shall, as a condition of employment, remit a work permit fee of thirty dollars (\$30.00) per month in accordance to article 2c of this agreement.
- 4) A student is defined as a person in full time attendance at school or university.
- 5) No students will accrue seniority rights.
- 6) Student employment will not exceed 5% of the Union membership employed by the company.
- 7) Students will be employed as new starts and will be paid the new start rate of pay.

Article 6 - Leave of Absence

- a) Employees will be granted leave of absence for personal reasons providing company management has given pre authorization.
- b) Voluntary requests for leave of absence will be submitted in writing by the employee two (2) weeks prior to the commencement date of the leave of absence. The request must state the reason for the request.
- c) An unpaid leave of absence of up to thirty (30) days may be granted to a regular employee annually. In the case of an authorized leave of absence the employee's seniority will continue to accumulate.
- d) The Company will pay a maximum of five (5) days' pay to those employees who become incapacitated due to a non-work related injury or illness and who, due to the severity of the illness/injury, receive payment under the provisions of the union's short term disability program and/or Employment Insurance Benefits. This payment is intended to compensate the employee for the 5 days' waiting period from the time of the illness/injury to the start of the short term disability program. The employee must provide evidence that he has been accepted for and is receiving short term disability payments under the union's insurance program prior to any payment being received.

Article 7 – Maintenance of Equipment

- a) It will be the obligation of the Company to provide a safe and healthy workplace and ensure all repairs and training for the proper and efficient use of all tools and equipment comply with the requirements of the Alberta Occupational Health and Safety Act.
- b) All employees shall comply with all Aluma Systems Inc. Safety and Quality policies and procedures.
- c) The yard covered by this collective agreement will have a health and safety committee which shall meet monthly and for which an employee shall be appointed

to the committee and rotated every six (6) months.

Article 8 – Pay and Work Conditions

- a) All employees covered by this agreement shall be paid weekly by cheque or direct deposit. No more than one (1) calendar week's pay may be held back. Only when documentation supports an employee's ineligibility for a bank account will they be exempt from direct deposit.
- b) The regular work week shall consist of forty (40) hours of employment Monday to Friday each day consisting of eight (8) consecutive hours. The regular work day shall be between the hours of 8.00am and 4:30pm.
- c) The Company may vary start/quit times by up to two (2) hours to accommodate any change in its business commitments. Regular shift times will be set by the Company and employees shall be given twenty-four (24) hour notice of change to the schedule.
- d) Shift work will be defined as continuous operation, for which start times shall be between 12:00 pm (noon) and 4:00 am for a minimum of two (2) consecutive work days. A shift premium of two dollars (\$2.00) per hour will be paid for each and every hour worked. There shall be no pyramiding of premiums.
- e) A non-paid lunch break of one-half (1/2) hour will be taken as close as possible to the mid-point of each shift. A fifteen (15) minute coffee break will be taken at the mid-point of the morning and afternoon portions of the shift.
- f) When employees are required to work extended hours in excess of eleven (11) hours, the employer shall provide a hot meal at no cost to the employees at the end of the tenth hour and a one half hour paid break at straight time rate of pay shall be allowed to consume that meal. Where it is impractical to provide a hot meal, the Employer shall provide the employee's a payment of forty (\$40.00) dollars as a meal allowance, thirty (30) minutes at straight time rates in lieu of a meal break.
- g) When an employee is laid off or discharged, all outstanding wages, vacation and statutory holiday pay will be paid on their next regular pay day. Apprenticeship work record book, EI statement of earnings and any other relevant documentation or records will also be returned to the employee. In no event shall they be given or mailed to the employee any later than the working day following the time of termination.
- h) When an employee is requested to take FORKLIFT training, they will be on probation for two (2) weeks while taking the initial training, after such time they shall receive the two dollars (\$2.00) per hour for operating a forklift. The company

shall ensure that the employees' training is completed within four (4) weeks of when training initially started.

Article 9 – Hours of Work and Overtime

The employer may elect from the following day work schedules to suit their business needs, however the cycle must remain intact for a period of no less than two working weeks:

- a) A 5x8 shift shall be eight (8) hours per day Monday to Friday
- b) A 4x10 shift shall be ten (10) hours per day for four (4) consecutive days, scheduled between Monday through Friday.
- c) All overtime in excess of eight (8) hours on a 5x8 schedule shall be paid at: (1.5x) times the base rate after the eighth (8th) hour and two times (2x) the base rate after the Twelve (12) hour.
- d) On a 4x10 shift Monday through Thursday, the Friday shall be paid at one and one half times (1.5x) the base rate for Twelve (12) hours and two times(2x) the base rate after the Twelve (12) hour.
- e) On a 4x10 shift Tuesday through Friday, Monday shall be paid at one and one half times (1.5x) the base rate for Twelve (12) hours and two times (2x) the base rate after the Twelve (12) hour.
- f) All hours worked on Saturday will be paid at one and one half (1.5x) the base rate. All hours after Twelve (12) hours will be paid at Double (2x) time the base rate
- g) All overtime hours will be on a voluntary basis, scheduled or non-scheduled.
All hours worked on any Sunday will be paid at Double (2x) times the base rate of pay.
- h) When employees are requested to work outside of the main yard, the employee will be paid a premium of three dollars (\$3.00) per hour plus their regular rate of pay.
- i) Travel time, accommodations, mileage and meals will be paid for by the Company. Any expenses incurred by the employee will be reimbursed.
- j) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
On a normal working day on which the employee travels and works, the employee shall be paid: his or her regular pay for the day for a combined

period of travel and work not exceeding his or her regular scheduled working hours and at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel.

- k) When an Employee reports to work at the regular start time and is not put to work, the employee will be entitled to a minimum of two (2) hours of pay at their regular rate of pay.
- l) An Employee must have worked forty (40) regular hours to have priority for unscheduled overtime, save and except for authorized leave of absences.

Article 10 – General Holidays

- a) The company agrees to recognize the following as paid General Holidays.

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

- b) No work shall be performed on Labour Day except in the case of an emergency.
- c) When one the general holidays falls on a Saturday or Sunday (or the Monday or Friday off if a compressed work week is in effect), the following regular working day shall be observed as the holiday.
- d) When Christmas and Boxing Day fall on a Saturday or Sunday the following Monday and Tuesday shall be observed as the holidays.
- e) In the event employees are scheduled to work on a statutory holiday or an observed day in lieu of, the employee will receive one and one half (1.5x) times their applicable hourly rate for Twelve (12) hours and Double (2x) the applicable rate on all hours after Twelve hours worked.

Article 11 – Annual Vacation

Each employee will receive 40 hours of pay per vacation week at their regular rate of pay in accordance with their years of service as follows:

1 – 3 years	two (2) weeks leave
4 - 10 years	three (3) weeks leave
11 – 20 years	four (4) weeks leave
21 plus years plus	five (5) weeks leave

Increased vacation entitlement will be earned and come into effect each following calendar year. Vacations maybe taken at anytime during the calendar year by mutual agreement between the employee and the Supervisor, provided however that the work schedules can be met. In the event there are competing times between employees, seniority will prevail. There will be no carry over of vacation entitlement and any unused vacation will be automatically paid out as of December 31 of each year. Years of service is based on a calendar year, with an anniversary date of January 1. Please note Appendix B.

Article 12 – No Strike or Lockout

During the life of this agreement, there shall be no-lock by the Company or any strike, sit down, work stoppage, or suspension of work, either complete or partial for any reason by the Union and its members.

Article 13 – Validity of Articles

In the event of legislation enacted subsequent to the signing of this agreement, invalidating the application of any article, the relevant section only of this agreement shall be nullified and the applicable legislation will form part of this agreement.

Article 14 – Health and Wellness

Employees, who have completed thirty (30) working days, will be eligible for the Employer to pay contributions to the Alberta Carpenters and Allied Workers Health and Wellness Plan and any subsequent increases. The Employer will commence payment of contributions once the employee has completed their ninety (90) day probationary period and contributions must be received at the Alberta Carpenters Fund Office on the fifteenth (15) day of the following month in which the hours were worked.

Article 15 – Grievance Procedure

In the event the Union or the Employer wish to process a grievance resulting from a violation of this agreement, it shall be adjusted and settled within the terms and conditions as set forth in this agreement and in the manner provided by this article.

Step 1

Either party to this collective agreement shall within ten (10) working days of the alleged violation, submit the grievance in writing to the other party and shall include the following:

- i. summary of circumstances giving rise to the grievance
- ii. provisions of the agreement considered to be violated
- iii. particulars of the remedies sought

Step 2

If the complaint is not settled, by the Company Representative and the Union Representative within a further ten (10) day period, the matter will proceed to step 3.

Step 3

Failing settlement under step 2, the matter will be referred to an arbitrator mutually agreed upon by the Union and the Company.

In the event the parties cannot agree upon a neutral arbitrator, the Director of Mediation Services will be requested to appoint an arbitrator and will be contacted by either party within five (5) working days

The Arbitrator's decision will be final and binding, and shall be applied forthwith.

The cost of the Arbitrator will be borne by the losing party in the grievance.

The Arbitrator shall not have the right to alter or change any provision of this agreement, or substitutes any new provisions in lieu thereof, or to give any decisions inconsistent with terms and provisions of the agreement.

Article 16 – Wages

All Employee's effective May 1, 2018 will have the following increase to their current rate of pay:

May 1/2018: 1.5% wage increase - May 1/2019: 1.75% wage increase - May1/2020: 1.75% wage increase. All increases will be retro-active to May 1, 2018.

Edmonton	May 1, 2018	May 1, 2019	May 1, 2020
Start rate With percentage increases per dates	\$19.50	\$19.84	\$20.19

Any Employee appointed by the Company as Lead Hand will receive a premium of three dollars(\$3.00) per hour over his/her base rate. The appointment of a Lead Hand is entirely at the Employer's discretion.

For all persons who are temporarily appointed as Lead Hand by management to provide relief for a period greater than one (1) day, will receive one dollar and fifty cents \$1.50) in addition to their base rate for the period spent in relief.

Designated forklift drivers will receive a premium of two dollars (2.00) per hour above their regular rate of pay.

Article 17 – Term of Agreement

This Agreement shall be in full force and effect from May 1, 2018 until April 30, 2021 and thereafter shall be continued, terminated or renewed pursuant to the provisions of the Alberta Labour Relations Code.


Signing Page

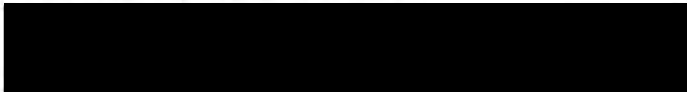
DATED at Edmonton, Alberta this 30 day of MAY, 2018.

SIGNED ON BEHALF OF:

THE UNION

Alberta Regional Council of Carpenters
& Allied Workers, Local Union 2010


Rick Orrell
Business Representative


Todd Hewlett


Yusuf Antoine

THE COMPANY


Aluma Systems Inc.


Rick Moran


Robert Bergman


Mario Keca

Appendix A

Local Union 2010 – Initiation and Dues Structure

Company: Aluma Edmonton Main Yard

New Members: The following items must accompany initiation fees and remittances:

UBC Membership Application
Dues Authorization Slip

Initiation: New Members - \$30.00 = Deducted from first pay cheque.
Note: If an individual is rehired or comes back to work from a lay-off, a new application must be sent to the Union. No \$30.00 fee if a member of Local Union 2010 in the last 24 months.

Dues: Two times the hourly rate of pay per month to a maximum of \$30.00 per month.

These items must be sent directly to:

Local Union 2010
Carpenters Union
2626 – 23 Street N.E.
Calgary, Alberta T2E 8L2

Health and Wellness: Health and Wellness Papers will be sent to the individual worker by the Health and Wellness administration.
Carpenters Trust Funds
Suite 201
15210 – 123 Avenue
Edmonton, Alberta – T5V 0A3
Phone: (780) 477-9131
Fax: (780) 477-9134

Administration of 2010 members will be done through our Calgary office:


Carpenters Union
2626 – 23 Street N.E.
Calgary, Alberta T2E 8L2
Phone: (403) 283-0747
Fax: (403) 283-6425


for the Edmonton area,
the Representative is:
Rick Orrell
Phone: (780) 733-2154
Fax: (780) 477-7143

Appendix B

This describes how your vacation is earned and holidays are taken.

	Year Employee Starts	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service	Years of Service
	0	1	2	3	4	5	6	7	8	9	10	11	12
A	Vacation Earned / Entitlement, in weeks, as per Collective Agreement	0	2	2	2	3	3	3	3	3	3	4	4
B	Vacation to be taken, coming into effect each following calendar year, as per collective agreement	0	2	2	2	3	3	3	3	3	3	3	4


 Enter Start year Here


 pro-rated from previous year as per collective agreement