

# **COLLECTIVE AGREEMENT**

Between

Trotter and Morton Technologies Inc.

Employees’

Association –

and –

Trotter & Morton Building  
Technologies Inc.

## INDEX

<b>Topic</b>	<b>Article</b>	<b>Page</b>
Arbitration	23	17
Association Representation	3	7
Association/Management Relations	13	12
Discharge	24	18
Dues Check-off	6	9
Duration	26	19
Education and Training Fund	19	16
Employment Policy and Association Membership	5	8
Gender Clause	25	19
Grievance Procedure	22	16
Health and Welfare Plan	15	15
Holidays and Holiday Pay	11	11
Hours of Work and Overtime	8	9
Layoff Procedure	12	12
Leaves of Absence	20	16
Protective Equipment	18	15
Purpose	1	5
Qualification Certificate	21	16
Recognition	2	5
Rest Periods	9	10
Retirement Savings Plan (R.S.P.)	16	15
Schedule "A"	7	22
Schedule "B"	17	23
Strikes and Lockouts	4	8
Tools	17	15
Transportation, Travel Time and Out-Of-Town Jobs	14	12
Vacation and Vacation Pay	10	11
Wages and Rates of Pay	7	9

CONSTRUCTION - ALBERTA

COLLECTIVE AGREEMENT

BETWEEN: **TROTTER & MORTON BUILDING TECHNOLOGIES INC.**

Hereinafter collectively referred to as "the Employer"

and

**TROTTER AND MORTON TECHNOLOGIES INC.  
EMPLOYEES' ASSOCIATION**

Hereinafter referred to as the "Association"

**Duration: January 1, 2024, to December 31, 2026**

**ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered in good faith:
- a) To recognize mutually the respective rights and functions of the parties hereto,
  - b) To provide and maintain working conditions, hours of work, wage rates and benefits set forth herein,
  - c) To establish an orderly system for the promotion, demotion, transfer, layoff and recall of employees,
  - d) To establish a prompt, just and equitable procedure for the disposition of grievances; and
  - e) Generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Association, the Employer, and the employees which will be conducive to their well-being, and to promote a positive attitude toward productivity, profitability, and to establish and maintain a stable work environment for everyone.
- 1.02 It is agreed that omission of specific mention in the Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees of such rights and privileges.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole bargaining agent for all employees in the bargaining unit as defined in Alberta Labour Relations Board Certificate Numbers 2372010 and 136-2012, and as defined in Article 2.02 and/or Schedule "A".
- 2.02 This agreement covers all employees of the Employer when employed in both Construction and Non-Construction as Electricians, Electrician Apprentices, Electrician Foremen, Service Electricians, Electrician Welders and Instrumentation Mechanics, save and except Management, and Office Staff.
- 2.03 There will be no revision, amendment or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement or subcontracting of any work normally done by any employees in the bargaining unit, save and except by mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of the Trotter and Morton Technologies Inc. Employees' Association are authorized to act on behalf of the Association for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 The Association acknowledges that it is the function of the Employer:
- a) To manage the enterprise, including the scheduling of work and the control of materials,
  - b) To maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees, provided such rules are reasonable, and are consistent with the purpose and terms of this Agreement and are administered in a fair manner,
  - c) To hire, direct, transfer, promote, demote, lay off, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by an employee that his rights under this Agreement have been violated or that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure.
- 2.06 The Employer may contract out work where:
- a) It does not possess the necessary facilities or equipment,
  - b) In either of the above-mentioned situations, the Association will be notified of intent prior to tender closing,
  - c) It does not have and/or cannot acquire the required manpower within five (5) working days; Work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work must be laid off, transferred, demoted or discharged as the result of the contracting out of work,
  - d) Where the company is contracted to manage a project, subcontracting out work will be permitted upon notification and agreement with the Association.

### **ARTICLE 3 – ASSOCIATION REPRESENTATION**

- 3.01 For the purpose of representation, the Association will function and be recognized as follows:
- a) The Association has the right to appoint, as necessary, representatives to assist employees in presenting any complaints or grievances they may have with the Employer and to enforce and administer the Collective Agreement (the "Representatives"). In general, a Representative shall be appointed for each job site anticipated to have four or more weeks of work when the number of employees on the job site is between ten (10) and thirty (30), with an additional Representative appointed for each successive block of thirty (30) bargaining unit employees or portion thereof per job site. Service department employees will be deemed to make up one job site. If the number of bargaining unit employees drops to a number less than thirty (30), the number of Representatives will be reduced to one (1). On specific jobs the Association may request additional Representatives in consultation with the Employer.
    - 1. The Association does not allow F1, F2, or F3 foremen to be appointed as Representatives. If a Representative is promoted to a foreman position, the Association will appoint a replacement representative,
    - 2. Representatives will receive three percent (3%) of a Journeyman's base wage per hour in addition to their own regular hourly rate. The Association will advise the Employer, in writing, of the names of its Representatives.
  - b) Representatives represent Association members in all matters pertaining to the Collective Agreement, and particularly for the purpose of processing grievances and enforcing Association members' collective bargaining rights and any other rights under this Collective Agreement and under the law.
- 3.02 The Association and the Employer agree to notify one another in writing of the names of their officials and the effective dates of their appointments.
- 3.03 Representatives and other Association officers in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, and the Employer will pay such representatives and Association officers at their regular hourly rates while attending to such matters until a grievance reaches the Arbitration stage, at which point this Article will not apply.
- 3.04 Both the Association and the Employer have the right to select up to a maximum of four (4) members to their respective negotiating committees. Employees on the committee will be paid by the Employer at their regular hourly rates for all time spent negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.
- 3.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Association and the employees. A Representative may attend such meetings if that is requested by an employee or by the Employer.
- 3.06 There will be no Association activity on the Employer's premises and during working hours except as set out above.

- 3.07 Representatives will have the right to visit job sites periodically. The Association will communicate to the Employer the frequency of such visits.

#### **ARTICLE 4 – STRIKES AND LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Association will not permit or encourage any strike. A slowdown, stoppage of work, or other activity which otherwise restricts or interferes with the Employer's operation through its members will constitute a breach of this Agreement.
- 4.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees. Deliberately restricting or reducing an employee's hours of work or sending the employee home when there is sufficient work to be done will constitute a breach of this Agreement.

#### **ARTICLE 5 - EMPLOYMENT POLICY AND ASSOCIATION MEMBERSHIP**

- 5.01 The Association and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Association members for employment, provided such applicants are qualified to meet the requirements of the job.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired within sixty (60) days of laying off available Association members who would be equally qualified to do the work.
- 5.03 New employees will be hired on a ninety (90) day probation period and thereafter will attain regular employment status. The Employer will ensure that all new employees have an opportunity to sign all appropriate forms for Association membership, R.S.P. and Health Benefits.
- 5.04 Employees will receive RSP monies once the documentation referred to in article 5.03 have been executed. There will be no retroactive payments.
- 5.05 Probationary employees are covered by this Agreement save and except those provisions which specifically exclude such employees.
- 5.06 The Association agrees that it will make membership in the Association available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Association.
- 5.07 Prior to the start of all out-of-town projects in which there will be travel pay or subsistence pay, or involving accommodation at a sleeping camp, or a compressed workweek, the parties will meet at a pre-job meeting to determine all site-specific issues, including reasonable alternate calculation of overtime pay and travel pay, as outlined in this Agreement.
- 5.08 The Employer agrees to notify the Association of the name, classification, and most recent phone number of each employee hired or re-hired by the end of the payroll period during which they were hired.

## **ARTICLE 6 – DUES DEDUCTIONS**

- 6.01 The Employer will deduct from each employee's earnings, each pay period, Association dues as set by the Association and remit the same to the Treasurer of the Association. Each employee agrees that the Employer will be saved harmless for all deductions and payments so made.
- 6.02 The total amount deducted pursuant to Article 6.01 will be turned over to the Association Treasurer monthly by the 15th of the following month, together with an itemized list of the employees for whom the deductions were made and the amount deducted from each.

## **ARTICLE 7 – WAGES AND RATES OF PAY**

- 7.01 Wage rates applicable to various job classifications are set forth in Schedule "A".
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Association during the term of this Agreement, and the rates for same will be subject to negotiation between the Employer and the Association. If no agreement is reached, either party may resort to the Grievance Procedure.
- 7.03 The Employer agrees to pay three (3) hours of wages in the event that an employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control. When an employee starts his shift and is prevented from continuing for reasons not within his control, the Employer agrees to pay a minimum of four (4) hours of wages. In case of inclement weather conditions, the employee will be obligated to call the Employer to ascertain whether he will report for work.
- 7.04 It is understood and agreed that the wage rates and other provisions set out may be amended for specific projects by mutual agreement between the Employer and the Association, and in order to enable the Employer to compete with non-union competitors and/or with specific Association project agreement rates to reflect appropriate wage levels. The discussions will include Representatives.
- 7.05 The Employer and the Association agree to establish regional premiums for Edmonton and Calgary, and on a project specific basis for projects occurring outside of Edmonton or Calgary, which will be reviewed along with the wage review as outlined in article 13.01(a). Such premiums will be subject to overtime, vacation, and statutory holiday pay, etc. Factors to consider when establishing a regional premium include, but are not limited to, the prevailing average area wage rate, availability of qualified employees, and the financial viability of the Employer.



## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

### **8.01 Definitions of “work week”**

- a) A regular workweek will consist of eight (8) hours per day, five (5) days per week, Monday to Friday. Employees will be paid overtime at the rate of one and one half (1.5) times the employee's straight time hourly rate of pay for all hours worked more than eight (8) hours daily or forty (40) hours weekly. Employees will be paid overtime at the rate of two (2) times the employee's straight time hourly rate of pay for all hours worked more than twelve (12) hours daily or sixty (60) hours weekly,
- b) A compressed workweek will consist of ten (10) hours per day, four (4) days per week, Monday to Thursday or Tuesday to Friday. Employees will be paid overtime at the rate of one and one half (1.5) times the employee's straight time hourly rate of pay for all hours worked more than ten (10) hours daily or forty (40) hours weekly. (For the purposes of this article 8.01(b), weekly shall consist of the four regular working days.) Employees will be paid overtime at the rate of two (2) times the employee's straight time hourly rate of pay for all hours worked more than twelve (12) hours daily or sixty (60) hours weekly.

8.02 Any further amendments to the regular workweek may only be made by mutual agreement between the Employer and the Association. When the Employer wishes to make amendments to the regular work week, the Employer must provide the Association with three (3) weeks' notice prior to the start of the job, that is to involve an amended work week.

8.03 Work performed on Saturday and Sunday will be paid at the applicable overtime rate. On projects where a compressed workweek is in place this provision may be waived, subject to the pre-job meeting as outlined in Article 5.07.

8.04 The Employer may include Saturdays in a regular work week, provided all the following requirements are met:

- a) The Employer will notify the Association of its intentions prior to the start of the job.
- b) The Employer will not utilize article 8.04 except where the requirements of the job necessitate that work be done on a Saturday.
- c) The amended work week be considered as four (4) ten (10) hour shifts, beginning on the Wednesday and ending on the Saturday; any work done outside of the amended work week will be at one and one half (1.5) times the employee's regular hourly wage rate.
- d) For jobs in which an extended period is required, the Employer will make every effort to allow a rotation in the company's employee pool.

8.05 A shift that consists of hours outside the hours of 6:00 am to 5:00 pm will constitute shift work and will be paid at the rate of 112% of the regular rate for that portion of hours. No employee will work more than one (1) shift in a twenty-four (24) hour period under the conditions of this Article.

8.06 Overtime will be applied to a shift premium only if the overtime occurs for work which is an extension of a shift in which the shift premium is currently being applied.



- 8.07 Overtime work as a continuation of regular working hours or shift work hours will be paid at the rates outlined in Article 8.01.
- 8.08 Call-out work will be paid from the time the employee leaves home until he returns home. Callouts will be paid at one and one-half (1.5) times the regular hourly rate for a minimum of two (2) hours per call-back after regular working hours.

#### **ARTICLE 9 – REST PERIODS**

- 9.01 There will be two (2) rest periods, with pay, of fifteen (15) minutes duration each, daily, one in the forenoon and one in the afternoon. There will be a one-half (0.5) hour unpaid meal break daily. In case of overtime work there will be a fifteen (15) minute paid rest break at the commencement of overtime work and one every two (2) hours thereafter.
- 9.02 The Employer will ensure that all job sites have properly heated lunch facilities. Sufficient tables, chairs, drinking water, and hand cleaner will be provided by the Employer as required.

#### **ARTICLE 10 – VACATION AND VACATION PAY**

- 10.01 All employees will be entitled to receive an amount equal to six (6%) percent of their gross earnings in vacation pay. Gross earnings will include all travel time.
- 10.02 Vacation Pay and statutory holiday pay will be paid to employees on each pay cheque.
- 10.03 The Employer will consider vacations at the times requested considering business requirements.
- 10.04 Flex days. All employees will be eligible for flex days as follows:
- a) Two (2) flex days per year for employees with between five (5) and ten (10) years of continuous service; and
  - b) Four (4) total flex days per year for employees with between ten (10) years and fifteen (15) years of continuous service; and
  - c) Five (5) total flex days per year for employees with fifteen (15) years or more of continuous service,
  - d) All flex days must be used within the calendar year in which they are earned, and will not carry over to the following year. For purposes of this article, "continuous service" will be mutually agreed upon by the Association and the Employer as well as considered on a case- by-case basis.

## **ARTICLE 11 – HOLIDAYS AND HOLIDAY PAY**

- 11.01 Employees will be entitled to receive an amount of four (4%) percent of gross earnings in lieu of the following General Holidays:
- a) New Year's Day,
  - b) Family Day,
  - c) Good Friday,
  - d) Victoria Day,
  - e) Canada Day,
  - f) Civic Holiday,
  - g) Labour Day,
  - h) Thanksgiving Day,
  - i) Remembrance Day,
  - j) Christmas Day, and
  - k) Boxing Day.
- 11.02 Employees required to work on one of the above holidays will receive overtime pay as outlined in Article 8.01 for all hours worked on the holiday in addition to the holiday pay outlined in Article 11.01.
- 11.03 When a statutory holiday occurs during the work week:
- a) On a site with a regular work week overtime hours will be paid after thirty-two (32) hours. Double time hours will be paid after fifty-two (52) hours,
  - b) On a site with a compressed work week, upon agreement with management and on a case-by-case basis, the work week may be amended around the holiday to maintain 40 available hours of regular work. Should agreement to amend the work week not be reached, overtime hours will be paid after thirty (30) hours. Double time hours will be paid after fifty (50) hours.
- 11.04 If a General Holiday occurs outside of the work week a day in lieu will be chosen on the Friday before or the Monday after the General Holiday. Employees working on the day in lieu will receive the benefits of Article 11.02. The day in lieu will be chosen by the Employer.

## **ARTICLE 12 – LAYOFF PROCEDURE**

- 12.01 The Employer agrees to notify the Association of the name, classification, and most recent phone number of each employee laid off, fired, or who has resigned, within twenty-four (24) hours of the layoff, firing, or resignation. The Employer will notify the Association by e-mail sent to both the Association President and Vice-President.
- 12.02 When an employee is laid off, that employee will be notified one (1) hour prior to the end of his shift when working in Calgary. Two (2) hours prior notice will be provided for out-of-town work. This time will be paid to the employee for the purposes of clean up and will not attract overtime.

## **ARTICLE 13 – ASSOCIATION/MANAGEMENT RELATIONS**

- 13.01 In order to further the aims of the enterprise on each job site, the parties agree to schedule Association/Management meetings on a regular basis (not less than one every six months) or as required during the life of this Agreement.
- a) The meetings will serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion will include but not be limited to:
    - i. Wage rates,
    - ii. Hiring policies,
    - iii. Discipline and discharge policies,
    - iv. Training and promotion,
    - v. Safety measures,
    - vi. Matters that affect the working conditions of the employees.
  - b) The Employer and the Association will each appoint a representative(s) to the Association/Management Committee. The minutes will record the business of each meeting, a copy of which will be mailed to the Association's office.
- 13.02 An Association committee member attending the Association/Management meetings during regular working hours will be entitled to his regular hourly rate of pay. If such meetings are held outside of regular working hours, the Employer agrees to pay the equivalent of one (1) hour to each Association committee member for each meeting attended.
- 13.03 In the event that consultation fails to resolve a matter of contention, the Association agrees that the ultimate decision resides with the Employer, unless specifically abridged, delegated, or modified by this Agreement. The Association reserves the right to refer unresolved matters to the Grievance Procedure.

## **ARTICLE 14 - TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN JOBS**

14.01 It is recognized by the Employer and the Association that the purpose of transportation, travel and accommodation allowances as established in this Article is to provide a fair means of compensating employees for additional travel and accommodation expenses they may incur while working on projects beyond a reasonable distance from either the Employer's base of operations or the job site base of operations. It is agreed the parties will meet as required to discuss the methods in which Article 14 will be implemented.

- a) For the purposes of this Agreement, the Employer's base of operations is defined as the City Centre of Calgary or the job site base of operations which is defined as the civic address of the job site as recorded on the permits issued by the local permitting authority, and
- b) There will be a free zone established for the Employer's base of operation and the job site base of operation, at 60 kilometers along the shortest distance by road.

### **14.02 Travel Allowance**

Employees assigned to work on a project outside the Employer's free zone as described in Article 14.01(b) and who reside outside the job site free zone established in Article 14.01(b) will be paid a travel and/or accommodation allowance according to the following:

- a) Travel allowance is designed to compensate all employees for travel time and/or travel expenses when commuting to all projects to which an employee is sent at the request of the Employer,
- b) Travel allowance consists of a Travel Time Allowance (14.03) and/or a Travel Distance Allowance (14.04),
- c) When travel allowance is applicable, the employee will be paid from the Employer's base of operations,
- d) Travel allowance will be paid for the beginning and end of a project and on every shift turnaround,
- e) Travel allowance will not be used in calculating overtime,
- f) The amount of travel allowance will be subject to negotiation and agreement between the Employer and the Association for each project at the pre-job meeting outlined in Article 5.07.

#### 14.03 Travel Time Allowance

- a) On all projects regardless of accessibility or isolation, where an employee transports an Employer's vehicle to the job, such employee will be paid his regular rate of pay for actual time travelled, and
- b) On all projects regardless of accessibility or isolation, where an employee's classification requires the use of his own vehicle in the performance of his duties, such employee will be paid his regular rate of pay for actual (reasonable) time travelled from the point of hire to the project and return.

#### 14.04 Daily Travel Distance Allowance

Daily travel allowance will be paid at \$0.55 per kilometer subject to the following conditions:

- a) When an employee is required to use his own vehicle and travel daily to a project that is greater than 60 kilometers by the shortest distance by road from the free zone,
- b) Where the Employer does not provide transportation, and
- c) The daily travel allowance will be subject to agreement between the Employer and the Association for each project at the pre-job agreement outlined in Article 5.07, but not less than the amount set out in Article 14.03.

#### 14.05 Transfers & Travel Between Job Sites

- a) Stipulated rates of pay will be paid in all cases of transfers from one point to another regardless of Articles 14.02 and 14.03,
- b) If any employee is required to travel between jobsites in a working day, that employee is entitled to be paid for their time,
- c) If the employees is being transferred to a new job-site and the job-site does not provide a means for the employee to transport tools and equipment without absorbing costs (ie parking) for the day of the transfer, that employee will be entitled to submit an expense claim for incurred costs up to a total of \$25 for that single day.

#### 14.06 Overnight Accommodation

- a) For all employees who are required to stay away from home overnight, the Employer agrees to provide reasonable accommodation, consisting of one room for every two people or an accommodation allowance of \$120 per day. Accommodation allowance may be changed by agreement between the Employer and the Association based on area and seasonal cost, with the costs based on two (2) employees per room. Accommodation costs for supervisory personnel will be based on single accommodation when there is a crew size of five (5) or more employees,

b) Accommodation allowance, in accordance with 14.06(a), will be paid subject to the following conditions:

- 1) Accommodation allowances begin when an employee reports for his first scheduled shift,
- 2) Accommodation allowance will be paid for all workdays and show-up days (as outlined in Article 7.03) that include an overnight stay.
- 3) A meal allowance of sixty dollars (\$60.00) per day for the last day or show-up day of an out-of-town shift if no accommodation allowance is being paid for that day. A meal allowance will not be paid for single day out of town jobs if a travel allowance (14.02) or travel time (14.03) are being paid.

#### 14.07 Exemptions

For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Association at a pre-job meeting.

#### 14.08 Turnarounds

During a project the work schedule may provide for turnaround periods to allow employees reasonable time off. This time and cost reimbursement will be subject to agreement between the Employer and the Association.

### **ARTICLE 15 – HEALTH AND WELFARE PLAN**

15.01 In order to protect the employees and their families from the financial hazards of illness, the Employer and Association agree to continue enrolment in the Merit Benefit Plan. The premiums associated with the long-term disability portion of this plan will be paid by the employee by way of payroll deduction.

15.02 To help protect the eye health of employees, the employer agrees to pay 50% to a maximum of \$300 towards the cost of prescription safety glasses once every 24 months for employees who have been employed not less than 12 months.

### **ARTICLE 16 – R.S.P**

16.01 All employees will receive one dollar and sixty-three cents (\$1.63) per hour, for all hours worked, and the Employer will remit such payment monthly to a group RRSP plan held at a financial institution designated by the Employer.

## **ARTICLE 17 – TOOLS**

- 17.01 The employee will provide his own basic tools and such tools will remain the property of the employee. A basic tool list can be found in Schedule "B". The Employer will supply adequate security and storage on all jobsites for such tools. Employer will furnish all power tools and equipment. Employees will be held responsible for the tools and equipment issued to them providing the Employer furnishes the necessary lockers, toolboxes, or other safe place for storage. Improper use of Employer tools may result in disciplinary action.
- 17.02 Compensation for an employee's tools stolen from the Employer's premises (including job sites) or from the Employer's vehicles will be given, provided the employee used the secure storage facility for such tools. Employees will be covered for all tools on the basic tool list. Consideration for reimbursement of tools not on the tool list will be at the discretion of the Employer.

## **ARTICLE 18 – PROTECTIVE EQUIPMENT**

- 18.01 Every employee will wear safety hats and other protective equipment or clothing if required, in his duties, purchased at the expense of the Employer.
- 18.02 All protective equipment will remain the property of the Employer. All safety equipment lost by an employee will be reported immediately to the Employer.  
All safety equipment provided by the Employer as necessary, including Nomex coveralls, and hard hat liners, safety glasses (non-prescriptive), hard hats and ear protectors and gloves which are worn out, will be replaced by the Employer. All such worn out equipment is property of the Employer and will be returned to the Employer.

## **ARTICLE 19 – EDUCATION/TRAINING FUND**

- 19.01 The Employer will contribute eighteen cents (\$0.18) per hour for every hour worked by an Association member toward the Association Education/Training Fund. The total amount will be remitted to the Association monthly.

## **ARTICLE 20 – LEAVE OF ABSENCE**

- 20.01 The Employer may at its discretion grant leaves of absence without pay and without loss of seniority rights for the following reasons and time:
- a) Marriage,
  - b) Sickness in the immediate family,
  - c) Death in the immediate family,
  - d) Association activity other than this establishment,
  - e) Pregnancy leave, and
  - f) Parental leave.



- 20.02 Immediate family in this Article will mean parents, parents-in-law, spouse, common-law spouse, children, brothers and sisters, sister-in-law, brother-in-law, and grandparents of the employee. This Article is inclusive of blended and adoptive families. Employees will be granted a five (5) day leave of absence with pay at their regular straight time hourly rate to make arrangements for and to attend the funeral of spouse (married or common-law), children, siblings or parents. Three (3) days with pay will be granted to make arrangements for and to attend the funeral of parents-in-law, siblings-in-law and grandparents. The Employer may request proof of funeral arrangements at its discretion.

## **ARTICLE 21 – QUALIFICATION CERTIFICATE**

- 21.01 Apprentices will be paid in accordance with the current Regulations issued under the Alberta Apprenticeship and Industry Training Act.
- 21.02 The Employer will not employ more than one (1) apprentice for every Licensed Journeyman Electrician in its employ or as provided for in the appropriate provincial government regulations or any federal government legislation.
- 21.03 The Employer must register apprentices with Alberta Apprenticeship and Industry Training within three (3) months of commencement of employment.
- 21.04 The Association will encourage apprentices to progress adequately toward completion of their apprenticeship training.

## **ARTICLE 21 – GRIEVANCE PROCEDURE**

- 22.01 The parties to this Agreement recognize the Representatives specified in Article 3, or Association Executive members, as the agents through which Association members will process their grievances and negotiate settlement thereof.22.02

### **Step 1**

Any Association member having a grievance will within five (5) workdays of the act or condition causing the grievance, and assisted by a Representative, submit their grievance to a member of the Association Executive. The Executive will as soon as possible after receiving the grievance provide by e-mail a notice to the Employer's representative, and will collect information and evidence of the grievance, taking no more than five (5) workdays. Upon completion of said collection, the Executive will present written notice of the grievance to the Employer's representative, who will respond to the grievance no later than the fifth (5th) workday following the day upon which the written notice was submitted. The Employer's written response will be provided to the grievor and by e-mail to the Association President or Vice-President. In this Article, workdays do not include weekends or holidays.

## Step 2

If the grievance is not settled under Step 1, the Association may, within five (5) workdays of the Step 1 decision, or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer. The parties will meet to discuss the grievance within one (1) week after the grievance has been submitted. Following that meeting, the Employer will notify the grievor and Association of its decision in writing within five (5) workdays.

22.02. The individual grievors will be listed on the grievance form.

22.03 A "Group Grievance" is defined as a single grievance submitted on behalf of a group of employees who have the same complaint, signed by a member of the Association executive. Such grievance must be dealt with according to the procedure set forth in Article.

22.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement including any question as to whether any matter is subject for arbitration. A Policy Grievance may be submitted by either party to arbitration under Article 23, bypassing Step 1 and Step 2 of Article 22.02. Such Policy Grievance will be signed by a member of the Association executive, or in the case of an Employer Policy Grievance, by a representative of the Employer.

22.05 The Employer will not be required to consider or process a grievance which arose out of any action or condition more than ten (10) workdays after the subject of such grievance occurred or became known to the Association member having the grievance. If the action or condition is of a continuing or recurring nature, this limitation period will not begin until the action or condition has ceased.

## **ARTICLE 23 – ARBITRATION**

23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration according to the procedure set out below:

- a) The party referring the matter to arbitration must serve the other party with written notice of same within fourteen (14) days after receiving the Step 2 decision.
- b) If a notice of desire to arbitrate is served, the two parties will meet within seven (7) days of service to mutually agree upon a single Arbitrator, who will hear and decide the matter.
- c) The decision of the single Arbitrator will be final and binding on the parties to the dispute and will be applied forthwith.
- d) If the parties fail to agree to refer the matter to a single Arbitrator within seven (7) days of service as aforesaid, each party will then nominate a nominee within a further seven (7) days and will notify the other party of the name of its nominee. The two nominees so appointed will then attempt to select, by agreement, a chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request that the Minister of Labour appoint an impartial Chairman.
- e) No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.

- 23.02 The decision of a majority of the Arbitration Board is final and binding on the parties to the dispute and will be applied forthwith. If there is no majority the decision of the Chairman of the Arbitration Board is final and binding on the parties to the dispute and will be applied forthwith.
- 23.03 Notice of desire to arbitrate and of nominations of an Arbitrator will be served personally or by registered mail. If served by registered mail, the date of mailing will be deemed to be the date of service.
- 23.04 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint a nominee in accordance with Article 23.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance whose decision will be final and binding on the parties to the dispute and will be applied forthwith.
- 23.05 It is agreed that the single Arbitrator or the Arbitration Board will have the jurisdiction, power and authority to give relief for default in complying with the time limits set forth in Articles 21 and 22 where it appears that the default was owing to reliance upon the words or conduct of the other party.
- 23.06 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the single Arbitrator or Arbitration Board.
- 23.07 When the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the single Arbitrator or the Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable.
- 23.08 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

#### **ARTICLE 24 – DISCHARGE**

- 24.01 An employee may be discharged as a disciplinary measure by the Employer. It is understood and agreed, however, that the Employer will, if possible, discuss with the Association its intention to discharge the employee before the discharge takes place.
- 24.02 No F1, F2, or F3 foreman has the authority to discharge an employee.

#### **ARTICLE 25 – GENDER CLAUSE**

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

## **ARTICLE 26 – DURATION**

- 26.01 This Agreement will be in effect from January 1, 2024, to December 31, 2026, and for further periods of one year, unless notice will be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within one hundred twenty (120) to sixty (60) days prior to the expiry date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.
- 26.02 Until a new agreement has been concluded, all provisions in this Collective Agreement will remain in full force and effect.

Dated at Calgary, AB, this 5 of December, 2023.

Signed on behalf of **Trotter and Morton Building Technologies INC.**

Per: Chris Ell



Per: Craig MacKellan



Authorized Representatives

Signed on behalf of **Trotter and Morton Technologies INC. Employees' Association**

Per: Jim BASKERVILLE



Per: ANDREW BARNES



Authorized Representatives

**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES FOR COMMERCIAL**

Journeyman	Wages	Vac/Stat	RSP	H&W Merit / hr	Merit Admin Fee / hr	Education & Training Fund	Total
Electrician	\$40.00	\$4.00	\$1.63	\$1.21	\$0.05	\$0.18	\$47.07

**Effective Date** – October 28, 2023

**Apprentice Rates:**

1st year apprentice 50% of Journeyman Rate

2nd year apprentice 60% of Journeyman Rate

3rd year apprentice 70% of Journeyman Rate

4th year apprentice 80% of Journeyman Rate

**Foreman Rates:**

**Lead Hand:** 105% **F1:** 110% **F2:** 115% **F3:** 120%

It is the Employer's right to appoint Lead Hands, F1, F2, and F3 foremen.

Should any government legislation or regulation increase the above rates, the above rates will automatically conform. Apprentices will be paid in accordance with the Alberta Apprenticeship and Industry Training Act.

It is agreed and understood that current employee's pay rates will not be reduced if they are above the rate specified in the Agreement and that they will be brought in line with the specified rates as those rates increase.

## **SCHEDULE "B"**

### **Tool List for Trotter and Morton employees - Electrical Journeyman**

Employees will only be eligible for coverage of the cordless drill (see article 17.03) after one year of employment and to a maximum replacement value of \$350.

Quantity	Description of Tool
1	#6 Robertson
1	#8 Robertson
1	#10 Robertson
3	Assorted Flat Blades
1	Phillips
1	Hammer
1	Hacksaw Frame
1	Keyhole Saw
1	10" Level
1	Triple Tap 6/32 to 10/32
1	Scratch AWL
1	10" Crescent Wrench
1	10" Channel Locks
1	8" Linesman Pliers
1	Needle Nose Pliers
1	Knife
1	Toolbox
1	Set Allan Wrenches
1	Diagonal Side Cutters
1	Tool Pouch
1	3/8" Drive Socket Set
1	Knock Out Cutter 1/2" to 1 1/4"
1	Set Flat Wrenches
1	Cordless Drill
1	Volt Tick
1	Tin Snips
1	Terminating Screwdriver
1	25' Tape Measure – Imp. & Metric
1	Voltmeter (Fluke 374 or equivalent)

**Tool List for Trotter and Morton employees - Electrical Apprentice**

Employees will only be eligible for coverage of the cordless drill (see article 17.03) after one year of employment and to a maximum replacement value of \$350.

Quantity	Description of Tool
1	#6 Robertson
1	#8 Robertson
1	#10 Robertson
3	Assorted Flat Blades
1	Phillips
1	Hammer
1	Hacksaw Frame
1	Keyhole Saw
1	10" Level
1	Triple Tap 6/32 to 10/32
1	Scratch AWL
1	10" Crescent Wrench
1	10" Channel Locks
1	8" Linesman Pliers
1	Needle Nose Pliers
1	Knife
1	Toolbox
1	Set Allan Wrenches
1	Diagonal Side Cutters
1	Tool Pouch
1	Cordless Drill
1	Volt Tick
1	Tin Snips
1	25' Tape Measure – Imp. & Metric



**TROTTER & MORTON BUILDING TECHNOLOGIES INC.**

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**Fax: (403) 640-0767**

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**TROTTER & MORTON TECHNOLOGIES INC. EMPLOYEES' ASSOCIATION**

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