

LABOUR AGREEMENT BETWEEN

ALPINE HEATING LTD.

(Hereinafter referred to as the Employer)

AND

INDEPENDENT AIR HANDLERS EMPLOYEE'S ASSOCIATION

(Hereinafter referred to as the Union)

WHEREAS the representatives of the above noted parties have bargained collectively pursuant to the provisions of the Labour Relations Code of Alberta (hereinafter "The act").

AND WHEREAS pursuant to the terms of said act, the terms of a collective Agreement have now been agreed and ratified or otherwise established.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the terms of the collective Agreement between the parties are as follows:

The term of the agreement to commence **August 1, 2023** and to terminate on **July 31, 2026**

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ARTICLE 1.00 - SCOPE

- 1.01 The scope of this Agreement is **two-fold** to include the registration certificates:
- a) For shop - all employees excluding office, clerical and construction.
 - b) For Construction: - all employees in construction as sheet metal workers, sheet metal worker welders.

ARTICLE 2.00 - RECOGNITION

- 2.01 The Employer agrees to recognize the union as the bargaining agent for the employees covered by this collective Agreement.
- 2.02 The union recognizes Alpine Heating Ltd. as the employer covered by this collective agreement.
- 2.03 The Employer recognizes the Union as bargaining agent for those employees of the Employer for which the Union has acquired or acquires and retains the right of collective bargaining with that Employer. This Agreement shall apply to and be binding upon the Employer to the extent that the Union has acquired or acquires and retains the right of collective bargaining in respect of employees of the Employer and is engaged in territories and trade jurisdictions and bargaining unit scopes which are included within the scope of the collective bargaining obligations of the Employer and of the Agreement.

ARTICLE 3.00 - GEOGRAPHICAL JURISDICTION

- 3.01 Subject to 5.02 this Agreement applies to all Alberta territories to which the Labour Relations Code of Alberta applies.
- 3.02 For the Union, this Agreement applies to all Alberta territories to which both of the Labour Relations Code of Alberta and Charter of the Union apply.
- 3.03 Notwithstanding Articles 3.01 and 3.02 for each Employer, this Agreement applies only to those territories, which in respect of each union are the subject of a certification held by that Union in respect of employees of that Employer or a voluntary recognition of that Union as bargaining agent for employees of that Employer granted by that Employer.

ARTICLE 4.00 - HIRING PROCEDURE AND DUES CHECK - OFF

- 4.01 The Employer agrees to deduct Union dues, including working dues from all employees who authorize the Employer in writing to do so. Initiation fees and assessments shall also be deducted effective upon an Employer being presented with a properly signed authorization to do so. Such dues, initiation fees and assessments shall be sent to the Secretary - Treasurer of the Union accompanied by a list of the Employees for whom the deductions are made prior to the 15th day of the month in which the deductions are made.

- 4.02 To facilitate the above, on request, the Employer will supply dues check-off forms to job applicants for their use and signature and the employer will inform the applicants of their requirement to pay dues where applicable.
- 4.03 The Union recognizes the right of the Employer to review the Union's list of members available for work and to name hire from said list and to engage in active recruiting for required employees.
- 4.04 Employees subject to this Agreement shall work under the conditions herein set forth.

ARTICLE 5.00 - DUTIES OF MANAGEMENT

- 5.01 Except as specifically modified by the terms of this Agreement the Employer reserves all of the historic and traditional right and duties of the management. Without limitation to the above, the Union specifically recognizes that it is the exclusive function and duty of the Employer to:
- a) operate and manage its business in all respects;
 - b) maintain order, discipline and efficiency;
 - c) make and alter from time to time the rules and regulations to be observed by employees providing such rules and regulations are not in conflict with this Agreement;
 - d) direct the working force and assign the work;
 - e) determine job content, create and abolish jobs, determine methods, processes and means of production and handling
 - f) select, hire, promote, demote, transfer, lay-off, discipline, suspend or discharge any employee;
 - g) schedule the work.

It is agreed that the foregoing enumerations shall not be deemed to exclude other management rights and functions and shall not be construed in any manner as a limitation on management's Common Law Right.

- 5.02 The Partners, Members, directors and Officers of the Employer firms reserve the right to perform personally any work of the trade for which they deem themselves qualified or for which they have the necessary certificates where same are required by any statute or regulation there under.

ARTICLE 6.00 - GRIEVANCE PROCEDURE AND ARBITRATION

- 6.01 A grievance shall be defined as a difference between the Employer and its employees and / or the Union concerning the interpretation, application, operation or an alleged violation of this Agreement or any question as to whether any difference founded in this Agreement is arbitral which has been filed in accordance with the procedure and time limits as set out in this Article. All grievances shall be resolved without stoppage of work or lockout or other action, which will interfere with the progress, and prosecution of work in accordance with the following procedures:

6.02

GRIEVANCE PROCEDURE

.1 - Policy or employer / Union Grievances

Any grievance, as defined above, between the Employer or Employer Party or deemed Employer Party to this Agreement and the Union, which is a party or a deemed party to this Agreement, shall be settled as follows:

- a) Within fourteen (14) calendar days of the initial occurrence of the matter to be grieved, the aggrieved party shall mail or otherwise deliver to the other party a statement of the grievance detailing the sections of the Agreement violated and the remedy sought.
- b) The parties shall then discuss and attempt to resolve the matter within seven (7) calendar days of receipt of the notice. Failing resolutions within seven (7) further calendar days, or any extension agreed to by the parties in writing, the grievance procedure may proceed to Arbitration as hereinafter provided.

.2 - Employee Grievances

Any grievance, as defined between the Employer and his employee or employees shall be settled as follows: -

- a) The employee (s) shall, within four (4) calendar days of the initial occurrence of the alleged violation submit his complaint to his immediate supervisor who shall endeavor to settle the difference. The assistance of a union representative may be requested by the employee.
- b) If the dispute is not settled within two (2) days, (excluding Saturdays, Sundays and holidays) after being referred under part (a), the employee may refer to the complaint in writing within a further two (2) days to the project superintendent or foreman, and the appointee of the Union and they shall endeavor to settle the difference.
- c) If the dispute is not settled within three (3) days, (excluding Saturdays, Sundays and holidays) after being referred under part (b), either party may refer to the difference within three (3) further days to the management of the Employer involved and the Appointed Agent (or agents) of the Union and they shall endeavor to settle the difference.
- d) If the difference is not settled within seven (7) days, (excluding Saturdays, Sundays and holidays) after being referred under part (c), either party may refer the difference to a Board of Arbitration within ten (10) calendar days for settlement in the manner as set out below.

.3 The time limits set out herein are mandatory unless waived in writing by both parties to the grievance. Should the party grieved against not process the grievance within the time limits set forth, the party grieving may advance the matter to the next step of the grievance procedure up to and including Arbitration. Should the party grieving not advance the matter to the next step within time limits provided, the grievance shall be deemed to be abandoned or settled upon the basis of the last reply received.

.4 The parties to the grievance may by mutual consent in writing waive any or all of the above steps in the grievance procedure and move directly to Arbitration.

6.03

Arbitration Procedure

.1 Unless the parties to the grievance mutually agree to a single Arbitrator, arbitration shall be by a three man Board. If a single Arbitrator is chosen that Arbitrator shall be the "Arbitration Board" hereinafter referred to.

.2 If the parties fail to reach an agreement on any valid grievance by timely application of the grievance procedure, either party may by written notice to the other party stating the nature of the difference, and the remedy sought, require the establishment of an Arbitration Board. Such written notice must be served within ten (10) days following the completion of the preceding step.

.3 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice. The two (2) members so appointed shall endeavor to select an independent Chairman. If the parties so agree they may select a single Arbitrator in lieu of an Arbitration Board.

.4 If one of the parties fails to appoint its representative as noted above, or if the two (2) member fail to select a Chairman within five (5) days after the day on which the last of the two (2) members is appointed they shall request the Court of Queens Bench to select a Chairman or representative as the case may require.

.5 The Arbitration Board shall not change, modify or alter in any way the terms of this Agreement. All differences submitted shall present an arbitral issue under this Agreement and shall not depend on or involve any issue or contention by either party that is contrary to any provision of this Agreement, or that involves the determination of a subject matter not covered by, or not arising during the term of this Agreement.

.6 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman, except that with the consent of both parties such limitations of time may be extended.

.7 Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board. Each party shall pay its own expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be paid by the unsuccessful party in the arbitration, and if there is an appointment of success in the same, the fees of the Chairman shall be pro rated between the parties in the same manner as determined by the Arbitration Board.

.8 The decision of at least a majority of the Arbitration Board is the Award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be the decision of the Board. The decision of the Board shall be binding on all parties to the dispute.

6.04 Restrictions on Grievance Procedure

.1 Where statute of common law provides alternative method of recourse, and employee shall select resolution under the law or resolution under the grievance procedure, but not under both, so that double jeopardy is avoided.

ARTICLE 7.00 - HOURS OF WORK

7.01 The following sections are designed to identify the regular hours of work, shift hour, and overtime hours however are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

7.02 Work Week

The regular working week shall normally consist of forty four (44) hours of employment. The regular working days shall normally consist of eight (8) hours of employment, which shall be usually performed Monday through Friday inclusive.

7.03 Scheduling Work

Subject only to payment of wages and premiums as set forth elsewhere herein the Employer retains exclusive right to schedule the work.

7.04 Shift Work

A shift will constitute a move away from regular hours of work of at least four (4) hours.

The shift premium shall be "5% of basic hourly rate".

Overtime hours will be treated the same as regular hours.

7.05 Overtime

Except as otherwise herein provided hours worked beyond forty four (44) hours in one calendar week or eight (8) hours in one calendar day shall be overtime hours and shall be banked at a rate of 1 hour for each overtime hour worked. Time off with pay, banked at a rate of 1 hour for each overtime hour worked will be provided, taken and paid at the employees regular wage rate at the time that the employee could have worked and received wages from the employer. Employees may also choose to have any accumulated banked hours paid out on their check. To do this notice must be received by the office prior to payroll cut off.

7.06 Work in Occupied Premises

Notwithstanding the above:

(i) Where the conditions of the job are such that work must be carried out on occupied premises or in camps operated seven days a week, Alpine Heating and its employees may enter into an overtime agreement that corresponds with the project requirements.

7.07 Make up Time, Short Work Weeks and Extended Work Weeks

Notwithstanding the above, where the conditions of the job require:

a) hours lost during the week may be made up on the weekend at straight time rates, up to the maximum of forty four (44) hours per week (where a statutory holiday occurs during this week the maximum will be reduced by eight (8) hours:

b) On service work, small sheet metal jobs and equipment change overs, extra hours may be worked in order to complete a job or to get a system operating and time off will be provided at the employees choice of time to offset extra hours worked where mutually agreed between Employer and Employee.

Notice must be given by the employee as to when he wants the time at least three (3) days in advance of taking the time unless mutually agreed otherwise.

Where such schedules are instituted rates will apply as per the applicable banked hours / overtime agreement. If no agreement in place then overtime rates will apply after 8 hours of work per day or after the equivalent of 44 hours of work per week.

7.08 Lunch Break

Normally, a non-paid lunch break of either one half (1/2) hour or one (1) hour duration will be taken half way through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

ARTICLE 8.00 - HOLIDAYS AND VACATIONS

8.01 The eleven (11) legal and recognized holidays shall be:

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

Should an additional General Holiday be enacted by the Provincial Government, it shall be deemed to be a recognized holiday for purposes of this Agreement.

8.02 Vacation pay and pay for recognized holidays shall be credited to the employee at the percentage of his basic pay as set forth below. Basic pay shall be defined as the total dollar sum of straight time hours worked (i.e., hours worked for which pay is due at straight time rates without premium) multiplied by the applicable net straight time hourly rate. (i.e., exclusive of employee benefit and other fund contributions). The applicable percentage shall be:

a) Vacation pay at six percent (6%) of basic pay except for employees with over eight (8) years continuous service with the Company. They will receive eight percent (8%) of basic pay. This allows for up to six (6) months layoff due to lack of work without losing rights to the eight percent (8%).

b) Recognized holiday pay at four percent (4%) of basic pay.

8.03 Unless otherwise agreed with the Employer, allowances so credited will be disbursed as follows:

a) Holiday and Vacation Pay shall be calculated on the applicable rate of pay of each pay period and paid to the employee on the pay cheque covering that pay period.

8.04 The parties agree that when it is necessary to schedule work on a holiday recognized in Article 8.01, or upon any regular work day substituted for a holiday, then in lieu of paying premium rates for the hours so worked, the Employer may provide alternative time off as provided for in the Employment Standards Code.

8.05 Vacations taken will not be longer than two (2) weeks at any one time without prior agreement between the Employer and employee.

ARTICLE 9.00 - PAYMENT CONDITIONS

- 9.01 Wages shall be paid no more infrequently than twice a month by mailed cheque or by deposit directly to the employees account at a central bank facility, or by other mutually agreeable arrangement. No more than one weeks pay shall be held back.
- 9.02 When an employee is laid off or discharged, all wages and vacation and statutory holiday pay together with E.I. separation slip, the apprenticeship Work Record Book, and / or any other documents or records required to be returned to the employee, shall be given or sent to the employee within five (5) working days of the time of termination by one of the methods noted above.
Except as provided in 9.04 below, if the employee prefers he may notify his employer and pick up his pay and records at the office of the Employer on the afternoon of the second (2nd) working day following termination of employment.
- 9.03 In the event of a layoff or of an involuntary termination one (1) hour notice shall be sufficient. One (1) hours pay may be given in lieu of notice. No notice is required for termination for cause.
- 9.04 When an employee quits he shall give his supervisor one (1) hours notice and his pay and records will be mailed to him or given to him at the central pay office of the Employer on the next regular pay day.

ARTICLE 10.00 - PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

- 10.01 The employee shall be responsible for equipping himself with personal and protective clothing normally worn in the ordinary performance of his work including an acceptable hard hat, safety boots and gloves, except welding gloves.
- 10.02 Except as noted above the Employer will supply on a 'sign out' basis the protective devices and safety equipment required for the work to be done.
- 10.03 All protective devices, tools and equipment supplied by the Employer on a sign out basis shall be returned to the Employer in the condition issued less reasonable wear and tear.
- 10.04 Compulsory protective clothing, as listed in 10.01 shall be worn and the optional equipment will be utilized as directed by the Employer or, lacking specific instruction, whenever required due to the nature of the work. All protective devices and safety equipment issued by the Employer shall be used by the employees as ordered, or, lacking specific instructions, as required due to the nature of the work. The safety rules and procedures established by the Employer(s) will be complied with.

ARTICLE 11.00 - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION & ACCOMODATION

The following may be altered by mutual agreement between the Employer and Employee.

Travel, Travel Allowance & Transportation

- 11.01 For the purpose of this Collective Agreement, a sixty (60) kilometer free zone is established for travel and transportation within the free zone radius taken from:
- | | |
|-------------------------|---|
| <u>Edmonton</u> | - 101 street and Jasper Avenue, or |
| <u>Remote Locations</u> | - From any temporary accommodation provided and paid for by the Employer to the work site (out of town projects). |
- 11.02 No transportation or travel time shall be provided by the Employer within the free zone.
- 11.03 For projects or jobs beyond the sixty (60) kilometer free zone for which daily travel is required, the Employer will provide transportation and a travel allowance as negotiated and established by mutual consent of the parties from the edge of the 60 km free zone to the jobsite.
- 11.04 For projects or jobs beyond the sixty (60) kilometer free zone which do not constitute daily travel and require accommodation or subsistence, the Employer will provide transportation and a travel allowance. The travel time allowance shall be calculated on regular straight time base rate of each worker. Travel time will not be considered in calculating overtime premiums.
- 11.05 Where the Employer is required to supply transportation, such transportation shall be - first class means of transportation to convey employees, with sufficient seating accommodation for each person. Pick-up points shall be mutually agreed upon.
- 11.06 When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances beyond the control of the employees, the employees shall be paid for all such time, up to a limit of one (1) hour at the applicable straight time rate.
- 11.07 If employees leave the job of their own volition or are discharged for just cause within fifteen (15) calendar days, transportation and traveling allowance to and from the job may be withheld at the discretion of the Employer.

Accommodation or Subsistence

- 11.08 When an employee is directed or dispatched to work on out-of-town jobs beyond the sixty (60) kilometer free zone which do not constitute daily travel and require accommodation or subsistence, the Employer will provide, for each day worked, suitable board and room, camp accommodations or a subsistence allowance as negotiated and established by mutual consent between all parties.

- 11.09 Board and lodging or the daily expense allowance will be supplied for any Statutory Holiday which falls Monday to Friday, provided the employee reported for work on the work day immediately preceding and following the Statutory Holiday.
- 11.10 In the event a camp is provided, it shall be available seven (7) days per week.
- 11.11 Local residents shall not be entitled to transportation, travel allowance, board and room or camp accommodation under this Article.
- 11.12 When an employee is directed or dispatched to work on a project in a National Park or other area where all available accommodation is inflated in price, the Employer will provide suitable room and board or the subsistence allowance shall be adjusted by mutual consent to meet the cost of the available accommodation.
- 11.13 For projects in remote areas (i.e., areas where employees cannot return home on weekends) turn-around leave shall be negotiated and mutually agreed upon, based upon the job schedule, but in the event not more than forty-five (45) days shall exist between turn-around.
- 11.14 Transportation allowance to be paid on first day and deducted from final cheque if the employee does not qualify.
- 11.15 An employee is not required to own, supply or use his personal vehicle for the purpose of the Employer's business. Refusal by an employee to use his personal vehicle on Employer's business will not be just cause for dismissal or discipline.

ARTICLE 12.00 - WORKING RULES AND COMMITMENTS

- 12.01 The use of liquor, marijuana or illegal drugs or being under the influence of same will not be tolerated during working hours. Violation of this rule shall be just cause for instant dismissal by the Employer.

ARTICLE 13.00 - EMPLOYEE BENEFIT FUNDS

- 13.01 All hourly paid employees of Alpine Heating Ltd are eligible for the Open Circle Hour bank Benefit Plan as administered by Open Circle Benefit Services.

This is an hour banking plan, which accumulates hours from the first hour of work, and provides benefits the "first day of the second month" following the month when the employee has 300 hours in the bank. All hours worked are added to the hour bank so that in the event of termination, a worker could have up to 750 hours banked to provide up to 5 months of benefits upon layoff at no additional cost to the employee. The employee should not expect to receive benefits before receiving written notification from the insurance company.

The following "Schedule of Health Benefits" is an outline of current benefits provided. A detailed description of the claims procedure and benefit coverage is outlined in the Open Circle Contractors Association Benefits Plan Booklet, which will be mailed to the eligible employees residence with notification of coverage.

- 1) Employee Life Insurance
- 2) Accidental Death and Dismemberment Insurance
- 3) Dependent Life
- 4) Extended Health Care
- 5) Vision Care
- 6) Dental Care
- 7) Long Term Disability (LTD)
- 8) Employee & Family Assistance Program

13.02 Alpine Heating Ltd provides the opportunity through payroll deductions for all employees to participate in a corporate group Registered Retirement Savings Plan administered by Royal Investment Services (Effective October 1, 2000).

Contributions made by an employee are theirs immediately after they are deposited. The employee is the only person who has access to the funds and how the funds are invested.

Alpine Heating Ltd will contribute to the employees Royal Trust account (on a matching basis) up to 4% of the employee's basic pay (refer to article 8-02 for definition of basic pay), following the completion of one year of continuous employment. (Continuous employment allows for up to six (6) months ~layoff due to lack of work where the employee returns to Alpine when called upon following layoff).

Where the employee withdraws funds from this plan while in the employ of Alpine Heating Ltd., except as a withdrawal for the purchase of a home as allowed by Revenue Canada's Home Buyers' Plan (HBP) Alpine will terminate making employer contributions to the account for a period of one year.

i.e.,	a)	Journeyman basic hourly rate	\$24.25
		Employee contribution (4%)	.97
		Alpine contribution (maximum 4%)	.97
	b)	Journeyman basic hourly rate	\$24.25
		Employee contribution (> 4%)	.50
		Alpine contribution (maximum 4%)	.50
	c)	Journeyman basic hourly rate	\$24.25
		Employee contribution (< 4%)	\$ 2.00
		Alpine contribution (maximum 4%)	.97

The employee's elected contribution must be established by the employee prior to the first Company contribution and may be changed with 30 days notice.

ARTICLE 14.00 - PROHIBITION OF STRIKES OR LOCKOUTS

14.01 Except only as may be allowed pursuant to the applicable statute(s):

- a) The employer agrees that there shall be no breach of this Agreement and no lockout during its term.

- b) The Union agrees that there shall be no strike, stoppage of work, slow down, work to rule or other action that would stop or interfere with the Employer's operations nor any breach of this agreement during the term of this agreement.

ARTICLE 15.00 - SAVING CLAUSE

- 15.01 In the event that any part of this Agreement is found to be invalid by any Government authority, court of law or by any Federal or Provincial administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of this Agreement and such findings shall not affect the remainder of this Agreement. It is further agreed that the parties of this Agreement may mutually agree to re-negotiate such provisions of this Agreement for the purpose of making them conform to the statutes violated.

ARTICLE 16.00 - TOTALITY OF AGREEMENTS

- 16.01 Subject to Article 3.01 this contract contains the entire agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral.

ARTICLE 17.00 - CLASSIFICATIONS AND WAGE SCALES

- 17.01 The following classifications of workers may be employed pursuant to this Agreement:

.1a) Certified Journeyman

Is a Certified Journeyman whom performs his Trade duties as established by the Trade Regulations developed by, but not limited to, the Alberta Apprenticeship & Industry Training Act (or its successor Legislation), which consists of the various factions required of the Trade including the training of apprentices.

.1b) Probationary Certified Journeyman

Is a Certified Journeyman serving a minimum 3 month probationary period to demonstrate qualifications to perform at the Certified Journeyman level as required by the Employer. A Probationary Certified Journeyman will be paid a minimum of ninety (90%) percent of the minimum Certified Journeyman Rate.

.1c) Sub-Foreman

As selected by Management and is responsible for Journeyman Duties plus being responsible for looking after multiple projects consisting of 3 or more projects with 2 to 5 workers. A Sub-Foreman will be paid a minimum of one hundred and two (102%) percent of the minimum Certified Journeyman's Rate as set forth in the Wage Schedule of this Agreement.

.1d) Foreman

As selected by Management and is responsible for Journeyman Duties plus being responsible for one or more projects consisting of 6 or more workers. A Foreman will be paid a minimum of one hundred and six (106%) percent of the minimum Certified Journeyman's Rate as set forth in the Wage Schedule of this Agreement.

.1e) General Foreman

As selected by Management and is responsible for all projects and all workers. Works directly with Management on selecting, hiring, and managing all workers and managing all projects. A General Foreman will be paid as negotiated with Management.

.2 Non-certified Journeyman

A Non-certified Journeyman is a person accepted as a journeyman by both the Union and the Employer due to his skill, proficiency, efficiency and experience at the Trade, but whom has no certificate as required to a Certified Journeyman. Non-Certified Journeyman shall be paid a minimum of eighty (80%) percent of the minimum Certified Journeyman's rate as set forth in the Wage Schedule of this Agreement.

.2a Furnace installers shall be classed as non-certified journeymen and will refer to people installing furnaces without direct supervision and who are not designated as a journeyman or an apprentice sheet metal worker.

.3 Apprentices

An Apprentice means an individual who is engaged in an Apprenticeship Program that is provided for under the Alberta Apprenticeship and Industry Training Act (or its' successor legislation).

A Probationary Apprentice, for the purpose of this agreement, is an individual applying to become an apprentice. The Probationary Apprentice will serve a minimum of a 3 month probationary period to establish that the individual has interest in the Trade and the Employer considers the individual is suitable for the Trade. Once the Probationary Apprentice and the Employer complete the Apprenticeship Contract, the Probationary Apprentice will become an indentured First (1st) Year Apprentice. All hours worked by the Probationary Apprentice will be credited towards the Time Required of the First (1st) Year Apprentice Work Experience Hours.

The minimum wage for apprentices shall be those percentages of the Certified Journeyman Rate currently published in the regulations under the Alberta Apprenticeship & Industry Training Act. The parties agree to apply jointly forthwith for revision of said regulations to establish the minimum wages and conditions for advancement at the trade set forth below. These conditions and wage rates shall take effect upon same being promulgated in the relevant regulations.

The 1800 hours apprenticeship periods noted below will stand and hold precedent regardless of different durations stated in the Apprenticeship Contract.

For Sheet Metal Worker Apprentices the minimum wages paid shall be as follows:

.3a) Part Time RAP or Student Work Experience

During the Part Time RAP or Student Work Experience Period of employment the employee will be paid a minimum of thirty five (35%) percent of the Certified Journeyman Rate as set forth in the Wage Schedule of this Agreement.

.3b) Probationary Apprentice

During the Probationary Period of employment the probationary employee will be paid a minimum of forty five (45%) percent of the Certified Journeyman Rate as set forth in the Wage Schedule of this Agreement

.3c) 1st Year Apprentice

During the first period of apprenticeship the apprentice will be paid a minimum of fifty (50%) percent of the Certified Journeyman Rate as set forth in the Wage Schedule of this agreement.

.3d) 2nd Year Apprentice

During the second period of apprenticeship the apprentice will be paid a minimum of sixty five (65%) percent of the Certified Journeyman Rate as set forth in the Wage Schedule of this agreement.

.3e) 3rd Year Apprentice

During the third period of apprenticeship the apprentice will be paid a minimum of seventy five (75%) percent of the Certified Journeyman Rate as set forth in the Wage Schedule of this agreement.

.3f) 4th Year Apprentice

During the fourth period of apprenticeship the apprentice will be paid a minimum of eighty five (85%) percent of the Certified Journeyman Rate as set forth in the Wage Schedule of this agreement.

.4 Sub journeymen (or other appropriate designation)

- a) All personnel designated by the Employer as Sub journeymen and employed as such shall be paid a minimum of fifty percent (50%) of the minimum Certified Journeyman rate.
- b) Persons previously categorized and employed as Certified Journeymen (by their present Employer) shall not be designated by their current Employer as a Sub journeyman without consent or request of the person involved.
- c) Sub journeymen may be employed at any work of the trade that they are deemed by the employer to be capable of, under the following conditions only:
 - (i) The first man employed (other than working or non-working foreman or supervisors) shall be a Certified Journeyman. The second man employed shall be a registered apprentice or a Certified or non-Certified journeyman. The third man employed may be a sub journeyman.
 - (ii) Thereafter, one sub journeyman may be employed for each additional Certified or non-Certified journeyman or apprentice employed, provided only that the full allowable ratio of apprentices are employed throughout the employment period of said sub journeymen.
i.e., One sub journeyman to be dropped for each apprentice short of the full allowable ratio). Ratios are to be computed upon the basis of all employees employed by that Employer and not upon a job site basis.

- (iii) The Employer is entitled to deem that persons applying for employment as sub journeymen, who otherwise qualified for employment hereunder, are sub journeymen for the purposes of said employment.

.5 Journeyman Welder

A workman who has passed the qualifying examination in accordance with the regulations of the licensing authority for the Province of Alberta.

.6 Tradesman's Helpers or Tenders

Persons employed to wait upon and tend to the needs of the Tradesmen shall be known as Tradesmen's Helpers or Tenders.

- a) Probationary Helpers or Tenders are those with less than 1600 hours of provable experience. Probationary Helpers and Tenders shall be paid a minimum of 30% of the wage of the Certified Journeymen in the trade they are tending.
- b) Qualified Helpers or Tenders (i.e., those with more than 1600 hours of provable experience) shall be paid a minimum of 40% of the wage of the Certified Journeymen in the trade they are tending.

.7 Production Worker

In addition to Journeymen Sheet Metal Workers and Apprentices as recorded above, this Agreement shall apply to persons employed in the following categories.

- a) Production Worker No. 1

A Production Worker No. 1 has the ability to set up, adjust, operate and perform routine service on complex, automated sheet metal forming and fabricating machines and is regularly employed at these tasks.

- b) Production Worker No. 2

A Production Worker No. 2 has the ability to adjust and operate the complex automated sheet metal forming and fabricating machines and can set up, adjust and operate the simpler sheet metal machinery and is normally employed at these tasks.

- c) Production Worker No. 3

A Production Worker No. 3 has the ability to adjust and operate the simpler sheet metal production machinery and is normally employed at such work.

Minimum wages for each grade of production worker shall be as follows:

- 1) Production Worker No. 1 - 60% of the Certified Journeyman rate.
- 2) Production Worker No. 2 - 50% of the Certified Journeyman rate.
- 3) Production Worker No. 3 - 40% of the Certified Journeyman rate.

17.02 Method of Classification Up-Grading

Members of the bargaining unit, not certified as set forth above, shall be employed as non certified journeymen, apprentices or sub journeymen as their proficiency, training and ability shall determine and shall upgrade their qualifications as provided for in the programs offered by the Department of Labour and Education.

17.03 Selection and Testing of Employees

Notwithstanding anything else herein, the employer retains the right to ascertain and judge qualifications of prospective employees and to select and hire any applicants as he sees fit. When skills and / or performance are in doubt a trial at an agreed sub journeyman rate may be negotiated with the prospective employee.

ARTICLE 18.00 - SERVICE AGREEMENT

18.01 Servicemen callouts on weekends, Sundays or statutory holidays after 6pm will automatically be charged at time and one half unless otherwise agreed.

ARTICLE 19.00 - WAGE SCHEDULE

19.01 Wage may be varied according to an annual performance evaluation.

A trial period may be utilized when an employee is first hired where the rates are set lower than stated in this Agreement. They will be adjusted by agreement between the employee and the superintendent.

Performance appraisals to be given by an immediate supervisor utilizing a standard performance appraisal form designed for the type of work done by that employee.

Certified Journeyman Sheet Metal Worker, Refrigeration Technician or Plumber as of August 1, 2023 shall be as noted in the schedules below.

ALPINE HEATING LTD.

Effective Wage Rate August 1, 2023

	Regular Hourly Rate	Vacation Pay	Statutory Holiday Pay	Health and Welfare	Retirement Fund	Gross Pay
JOURNEYMAN	\$39.72	\$2.38	\$1.59	Approx. \$1.53	Varies \$1.59 Maximum	\$46.81
4 TH YEAR 85%	\$33.76	\$2.03	\$1.35	Approx. \$1.53	Varies \$1.35 Maximum	\$40.02
3 RD YEAR 75%	\$29.79	\$1.79	\$1.19	Approx. \$1.53	Varies \$1.19 Maximum	\$35.49
2 ND YEAR 65%	\$25.82	\$1.55	\$1.03	Approx. \$1.53	Varies \$1.03 Maximum	\$30.96
1 ST YEAR 50%	\$19.86	\$1.19	\$0.79	Approx. \$1.53	Varies \$0.79 Maximum	\$24.16

ALPINE HEATING LTD.

Effective Wage Rate February 1, 2024

	Regular Hourly Rate	Vacation Pay	Statutory Holiday Pay	Health and Welfare	Retirement Fund	Gross Pay
JOURNEYMAN	\$40.51	\$2.43	\$1.62	Approx. \$1.53	Varies \$1.62 Maximum	\$47.71
4 TH YEAR 85%	\$34.43	\$2.07	\$1.38	Approx. \$1.53	Varies \$1.38 Maximum	\$40.79
3 RD YEAR 75%	\$30.38	\$1.82	\$1.22	Approx. \$1.53	Varies \$1.22 Maximum	\$36.17
2 ND YEAR 65%	\$26.33	\$1.58	\$1.05	Approx. \$1.53	Varies \$1.05 Maximum	\$31.54
1 ST YEAR 50%	\$20.26	\$1.22	\$0.81	Approx. \$1.53	Varies \$0.81 Maximum	\$24.63

ALPINE HEATING LTD.

Effective Wage Rate August 1, 2024

	Regular Hourly Rate	Vacation Pay	Statutory Holiday Pay	Health and Welfare	Retirement Fund	Gross Pay
JOURNEYMAN	\$41.32	\$2.48	\$1.65	Approx. \$1.53	Varies \$1.65 Maximum	\$48.63
4 TH YEAR 85%	\$35.12	\$2.11	\$1.40	Approx. \$1.53	Varies \$1.40 Maximum	\$41.56
3 RD YEAR 75%	\$30.99	\$1.86	\$1.24	Approx. \$1.53	Varies \$1.24 Maximum	\$36.86
2 ND YEAR 65%	\$26.86	\$1.61	\$1.07	Approx. \$1.53	Varies \$1.07 Maximum	\$32.14
1 ST YEAR 50%	\$20.66	\$1.24	\$0.83	Approx. \$1.53	Varies \$0.83 Maximum	\$25.09

ALPINE HEATING LTD.

Effective Wage Rate February 1, 2025

	Regular Hourly Rate	Vacation Pay	Statutory Holiday Pay	Health and Welfare	Retirement Fund	Gross Pay
JOURNEYMAN	\$42.15	\$2.53	\$1.69	Approx. \$1.53	Varies \$1.69 Maximum	\$49.59
4 TH YEAR 85%	\$35.83	\$2.15	\$1.43	Approx. \$1.53	Varies \$1.43 Maximum	\$42.37
3 RD YEAR 75%	\$31.61	\$1.90	\$1.26	Approx. \$1.53	Varies \$1.26 Maximum	\$37.56
2 ND YEAR 65%	\$27.40	\$1.64	\$1.10	Approx. \$1.53	Varies \$1.10 Maximum	\$32.77
1 ST YEAR 50%	\$21.08	\$1.26	\$0.84	Approx. \$1.53	Varies \$0.84 Maximum	\$25.55

ALPINE HEATING LTD.

Effective Wage Rate August 1, 2025

	Regular Hourly Rate	Vacation Pay	Statutory Holiday Pay	Health and Welfare	Retirement Fund	Gross Pay
JOURNEYMAN	\$42.78	\$2.57	\$1.71	Approx. \$1.53	Varies \$1.71 Maximum	\$50.30
4 TH YEAR 85%	\$36.36	\$2.18	\$1.45	Approx. \$1.53	Varies \$1.45 Maximum	\$42.97
3 RD YEAR 75%	\$32.09	\$1.93	\$1.28	Approx. \$1.53	Varies \$1.28 Maximum	\$38.11
2 ND YEAR 65%	\$27.81	\$1.67	\$1.11	Approx. \$1.53	Varies \$1.11 Maximum	\$33.23
1 ST YEAR 50%	\$21.39	\$1.28	\$0.86	Approx. \$1.53	Varies \$0.86 Maximum	\$25.92

ALPINE HEATING LTD.

Effective Wage Rate February 1, 2026

	Regular Hourly Rate	Vacation Pay	Statutory Holiday Pay	Health and Welfare	Retirement Fund	Gross Pay
JOURNEYMAN	\$43.42	\$2.61	\$1.74	Approx. \$1.53	Varies \$1.74 Maximum	\$51.04
4 TH YEAR 85%	\$36.91	\$2.21	\$1.48	Approx. \$1.53	Varies \$1.48 Maximum	\$43.61
3 RD YEAR 75%	\$32.57	\$1.95	\$1.30	Approx. \$1.53	Varies \$1.30 Maximum	\$38.65
2 ND YEAR 65%	\$28.22	\$1.69	\$1.13	Approx. \$1.53	Varies \$1.13 Maximum	\$33.70
1 ST YEAR 50%	\$21.71	\$1.30	\$0.87	Approx. \$1.53	Varies \$0.87 Maximum	\$26.28

ARTICLE 20.00 - ALTERNATIVE PAYMENT PLANS

20.01 Production Incentive Plans

The value of production incentive plans is recognized by the parties hereto. A production incentive plan is defined as a payment plan whereby the employee, while guaranteed the wages and benefits set forth in the Agreement, has the opportunity to increase his earnings through the application of production bonuses.

20.02 Piece work

The value of piecework in increasing production and thereby making higher earnings possible is acknowledged. Therefore, employees may be offered the option of working for piecework rates applicable either to individuals or to crews. Should the employees accept this option, dues and contributions to employee benefit funds shall be paid on the basis of a deemed 8 hours employment per working day.

Piecework will be classed as regular work for the sake of holiday pay.

ARTICLE 21.00 - HAND TOOLS AND EQUIPMENT

21.01 Unless more specifically set forth in an appendix hereto, a Journeyman Tradesman shall supply and maintain in good condition all of the hand tools required to perform the work of his trade and an apprentice or sub journeyman shall supply and maintain in good condition all hand tools required to perform the class and kind of work to which he is assigned.

21.02 Unless more specifically set forth in an appendix hereto, the Employer (s) shall supply all power tools and equipment required for the work to be done. The employee shall sign for such power tools and equipment as are issued to him and be responsible for their return in the condition received less reasonable wear and tear. Mishandled, abused or lost tools in the employee's possession will be replaced or paid for by the employee forthwith.

21.03 There shall be no restriction on the use of any methods, tools and equipment deemed by the Employer(s) proper for the progress and prosecution of the work.

21.04 Minimum *Field* Tool List (Sheet Metal)**1st Year**

- 1- 26⁷/₈m metric/imperial tape measure
- 1- Aviation snips left (green)
- 1- Aviation snips right (red)
- 1- Setting Hammer 18oz
- 1- Scratch Awl
- 1- Robertson screwdriver #2
- 1- Flat head screwdriver 5/16"
- 1- Phillips screwdriver
- 1- Vise-grip 10" curve jaw
- 1- Linesman pliers
- 1- 12 volt (min.) rechargeable cordless drill
- 1- Wide nosed folding pliers
- 1- Tool box or equal

2nd Year (in addition to 1st year tools)

- 2- C-clamps (2 pairs)
- 1- Set of Allen wrenches
- 1- Small Level
- 2- Crescent wrenches or 1 set of open end wrenches
- 1- Hacksaw frame
- 1- Heavy hand shears (Bull snips)
- 1- 1/8 – 5/32 pop riveter
- 2- Robertson screwdrivers (2 other sizes than above)
- 2- Flat head screwdrivers (2 other sizes than above)
- 2- Phillips screwdrivers (2 other sizes than above)

3rd year (in addition to 1st and 2nd year tools)

- 1- No. 5 Whitney punch
- 2- Cold chisels
- 1- 150' Tape measure
- 1- Cell Phone (Terms to be discussed)

4th year / journeyman

All items listed above

Minimum *Shop* Tool List (Sheet Metal)

1st Year

- 1- 16' imperial tape measure
- 1- Aviation snips left (green)
- 1- Aviation snips right (red)
- 1- Setting Hammer 18oz
- 1- Body hammer
- 1- Scratch Awl
- 1- Robertson screwdriver #2
- 1- Flat head screwdriver
- 1- Phillips screwdriver
- 1- Vise-grip 10" curve jaw
- 1- Linesman pliers
- 1- Combination square
- 1- Calculator

2nd Year (in addition to 1st year tools)

- 1- Cordless impact
- 1- Marking gauge
- 1- C-clamps
- 1- Peewee tape measure
- 1- Centre punch
- 1- End cutters
- 1- Side cutters

3rd year (in addition to 1st and 2nd year tools)

- 1- Pop riveter
- 1- Protractor
- 1- Hacksaw frame
- 2- Pair vise-grips
- 2- Pair C-clamps
- 2 -Pair folding plier vise grips
- 1- 25' Tape measure

4th year / journeyman

All items listed above

ARTICLE 22.00 - WELDING TESTS

- 22.01 A person applying for employment, as a welder shall have the necessary tickets of qualification required for the position offered.
- 22.02 A welder who is currently employed pursuant to this Agreement but who wishes to increase his employment opportunities or security by obtaining increased qualifications (tickets) at his trade, may apply to his employer for consideration of relief against the cost of all courses and tests taken and passed. If the employer is prepared to contribute towards the cost of the courses and for tests, the employee shall take same upon his own time.
- 22.03 When an Employer requests that an existing employee take a customer required welding test, then the Employers shall pay for the test and for the employee's time to take it.

SIGNED AND SEALED at Edmonton, Alberta

For the Employers

For the Employees

Alpine Heating Ltd.

Independent Air Handlers Employees Association



[Signature]
Lee Strause – General Manager
Alpine Heating Ltd.

[Signature]
Steve Kelly - Member
Independent Air Handlers
Employee's Association



Gerald Pelletier – Project Man.
Alpine Heating Ltd.

[Signature]
Kris Evans – Member
Independent Air Handlers
Employee's Association

