

**PROVINCIAL
REFRIGERATION
COLLECTIVE AGREEMENT**

between

**Construction Labour Relations - An Alberta Association
Refrigeration (Provincial) Trade Division**

Pursuant to Registration Certificate No. 28

and

**United Association Of Journeymen And Apprentices Of
The Plumbing And Pipefitting Industry Of
The United States And Canada
Local Union 488**

December 11, 2011 to April 30, 2017

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REGISTERED COLLECTIVE AGREEMENT

between

**Construction Labour Relations -
An Alberta Association
Refrigeration (Provincial) Trade Division
pursuant to Registration Certificate No. 28**

(hereinafter referred to as the "Association" or the "Trade Division" or the "Employers' Organization" or the "Registered Employers Organization")

**as agent for all Employers who are or who become
affected by Registration Certificate No. 28
(each of which Employers is hereinafter
referred to as the "Employer")**

and

**United Association Of Journeymen And Apprentices
Of The Plumbing And Pipefitting Industry Of
The United States And Canada, AFL-CIO, CLC
Local Union No. 488**

(hereinafter referred to as the "Union" and the members and employees represented by them)

WHEREAS, the Employer is engaged in the refrigeration and air conditioning construction industry and, in the performance of such work, requires the services of competent and qualified journeymen, apprentices; and

WHEREAS, the Union is affiliated with the American Federation of Labour-Congress of the Industrial Organizations and the Canadian Federation of Labour and has in its membership competent, skilled and qualified journeymen and apprentices to perform all work coming within the trade and craft jurisdiction; and

WHEREAS, the Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for foremen, journeymen, apprentices of the refrigeration and air conditioning construction industry who are employed in said industry on all work, excluding maintenance in the area specified in Article 1.00 below with said Employer and, further, encourages closer cooperation and understanding between the Employer and the Union in the refrigeration, air conditioning and building construction industry to an end that a satisfactory, continuous and harmonious labour relationship will exist between the parties to this Agreement, and

NOW THEREFORE, the Undersigned Parties to this Agreement, in consideration of the premises and covenants herein contained, mutually agree as follows:

ARTICLE ONE - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining representative for all journeymen and apprentices in the employ of the Employer on work within the boundaries of the area jurisdiction of the Union in the Province of Alberta and such other territories that are awarded to Local Union 488 by the United Association with respect to wages, hours and other terms and conditions on any and all work described in Article 3.00 of this Agreement. The jurisdictional area shall be defined as the Province of Alberta and the MacKenzie District of the Northwest Territories.
- 1.02 The Union recognizes the Registered Employers' Organization as the sole and exclusive bargaining representative of all Employers bound by this Agreement and coming within the scope and operation of Registration Certificate #28.
- 1.03 The Union agrees to work only for and supply men only to Employers who are bound by and to the terms and conditions as set out in Local Union 488 Agreements.

ARTICLE TWO - SUBCONTRACTORS

- 2.01 The employer agrees not to contract out any refrigeration work normally performed by employees covered by this agreement unless it is to a firm that agrees to be bound to the terms and conditions of this agreement. This restriction does not apply to any welding, plumbing or any work identified in item (L) of Appendix "A".
- 2.02 The Union and the Employer understand the customer may, at his discretion, choose to perform or directly subcontract for any part or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer has contracted to perform.

ARTICLE THREE - TRADE OR WORK JURISDICTION

- 3.01 This Agreement covers the rate of pay, rules and working conditions on all **construction** work covered by Registration Certificate #28 in the refrigeration and air conditioning industry for all refrigeration mechanic foremen, refrigeration mechanic journeymen, refrigeration mechanic apprentices, welder foremen, welders, and welder apprentices for all work coming within the trade jurisdiction of Local 488 respecting refrigeration and air conditioning and any other work awarded to the United Association through jurisdictional ruling(s) as laid down by the Building Trades Department of the A.F.L./C.I.O.

- 3.02 (a)** In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the Jurisdictional Assignment Plan of the Alberta Construction Industry.
- (b)** It is recognized by the parties to this collective agreement that those articles of the Memorandum Of Understanding establishing the Plan, and those procedural rules of the Plan (including the Letters Of Understanding thereto), between the Coordinating Committee Of Registered Employers Organizations and the Alberta & N.W.T. (District Of MacKenzie) Building And Construction Trades Council shall govern the operation of the Jurisdictional Assignment Plan of the Alberta Construction Industry.
- 3.03** There shall be no work stoppage because of jurisdictional disputes.
- 3.04** Jurisdictional Disputes which arise shall not be processed through the Grievance Procedure, but shall be settled in accordance with Article 3.02.

ARTICLE FOUR - SCOPE OF AGREEMENT

- 4.01** All wages, rules and working conditions hereunder shall be effective on all work that is described in Appendix "A" of this Agreement and is included within the scope of Registration Certificate No. 28, when performed by the Employer within the area jurisdiction of the Union, described in Article 1.00 of this Agreement.

ARTICLE FIVE - UNION SECURITY

The parties agree that all of article 5 found in the refrigeration maintenance/service/repair collective agreement as negotiated between Construction Labour Relations – An Alberta Association (CLR-A) and Local 488 will apply as the Union Security provisions for this article.

ARTICLE SIX - HIRING AND TERMINATION PROCEDURES

The parties agree that all of article 7 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Hiring And Termination Procedures provisions for this article. Additionally, the following clause will apply in this construction agreement:

Helpers:

- (i) The Employers shall have the right to hire local area Helpers to assist Refrigeration Mechanics on out of town projects. These will be projects located greater than one hundred (100) kilometers from the city limits of Edmonton or Calgary. The union will be contacted prior to hiring any helpers. There will be a maximum of three helpers on any given project with no greater than a maximum ratio of one helper for each Journeyman.
- (ii) The scope of work for a Helper will be to perform non-traditional refrigeration work and generally assist Refrigeration Mechanics and Apprentices in traditional refrigeration trade work. The traditional work of a Refrigeration Mechanic shall be as published in the Alberta Apprenticeship Board Trade Regulations.
- (iii) The wage rate for Helpers will be established through discussion between the Union and the Employer but in all circumstances will not exceed a combination of the Base Wage plus Vacation & Statutory Holiday Pay for a First Year Apprentice in the refrigeration trade. Helpers will not be required to join the union but union dues and Refrigeration Organizing Check-Off will be deducted from the Helper's wages and sent to the Union. Employer contributions will not be required for the H & W, Pension, Education, Supplementary, and Industry Promotion Fund for Helpers.
- (iv) The employment of a Helper may be terminated for any reason by the Employer at any time with no notice of termination required.

ARTICLE SEVEN - MANAGEMENT RIGHTS AND RESPONSIBILITIES

The parties agree that all of article 6 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Management Rights And Responsibilities provisions for this article.

ARTICLE EIGHT - WAGE RATES AND OTHER MONETARY CONDITIONS

The parties agree that all of article 8 (excepting 8.08 and 8.09) found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Wage Rates And Other Monetary Conditions provisions for this article.

It is agreed that article 8.08 and 8.09 in this construction agreement will read as follows:

8.08 Notwithstanding anything contained elsewhere in the Agreement all contributions to the separate following trust funds shall be payable by the Employer on the employee's total actual hours worked, including overtime:

- (a) Alberta Refrigeration Industry Benefit Trust Fund.
- (b) Alberta Refrigeration Industry Pension Plan.
- (c) Local Union 488 Supplementary Benefit Trust Fund.
- (d) Joint Educational Trust Fund.
- (e) Refrigeration Industry Promotion Fund.

8.09 If any Contractor is found by the Trustees of the respective funds to be in default in remitting payments required to be made pursuant to Articles 9, 10, 11, 12, & 13 of this Agreement and if such default continues for twenty (20) days thereafter, he shall pay to the applicable Fund, as liquidated damages and not as a penalty, an amount equal to ten percent (10%) of the arrears for each month or part thereof in which he is in default. The failure to pay each month shall constitute a separate offense, and shall subject the Contractor to the ten percent (10%) payment. Thereafter interest shall run at the rate of two percent (2%) per month on any unpaid arrears, including liquidated damages.

Where an employee performs work that would require the Employer to contribute hourly contributions, at such hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to hold the sum so deducted in trust for the Trustees of the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf employees have performed work entitling them to receive contributions to the fund as herein before provided for, is deemed to be held in trust for the Trustees of this fund and such fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE NINE - ALBERTA REFRIGERATION INDUSTRY BENEFIT TRUST FUND

The parties agree that all of article 9 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Alberta Refrigeration Industry Benefit Trust Fund provisions for this article.

ARTICLE TEN - ALBERTA REFRIGERATION INDUSTRY PENSION TRUST FUND

The parties agree that all of article 10 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Alberta Refrigeration Industry Pension Trust Fund provisions for this article.

ARTICLE ELEVEN - LOCAL UNION 488 SUPPLEMENTARY BENEFIT FUND

The parties agree that all of article 11 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Local Union 488 Supplementary Benefit Fund provisions for this article.

ARTICLE TWELVE - JOINT EDUCATIONAL TRUST FUND

The parties agree that all of article 12 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Joint Educational Trust Fund provisions for this article.

ARTICLE THIRTEEN – REFRIGERATION INDUSTRY PROMOTION FUND

The parties agree that all of article 13 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Refrigeration Industry Promotion Fund provisions for this article.

ARTICLES FOURTEEN & FIFTEEN- HOURS OF WORK, OVERTIME, SHIFTS AND SHOW-UP

The parties agree that all of article 14 and 15.02 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Hours Of Work, Overtime And Shifts provisions for this article.

It is agreed the following articles will be included within article fourteen (14) of this construction collective agreement:

14.11 Compressed Work Week

- i) The regular hours of work may be worked, as an option, on the basis of four (4) days times ten (10) hours per day Monday through Friday (Monday to Thursday or Tuesday to Friday with the option to alternate). Once a compressed work week option is applied the Employer shall complete at least a full weeks work on this shift.

- ii) Where this option is worked all hours in excess of ten (10) hours per day Monday through Thursday or Tuesday to Friday shall be paid for in accordance with Clause 14.04(2) and 14.04(3) of the maintenance/service/repair agreement as negotiated between CLR-A and Local 488.
- iii) When job circumstances merit a change in the hours of work the Employer shall notify the Union Office at least seven (7) calendar days, where practical, before such change becomes effective.
- iv) When a compressed work week option is being utilized:
 - (a) Should any of the statutory holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.
 - (b) When the observance of a statutory holiday is moved to another day, then work performed on the date on which the Statutory Holiday falls will be paid at the overtime rates required by Article 14.04 (2) and 14.04 (3) of the maintenance/service/repair agreement as negotiated between CLR-A and Local 488. Work performed on the day on which the Statutory Holiday is observed will be paid at double time.
 - (c) When Monday to Thursday is being worked and a statutory holiday falls on a Monday and a Friday is worked that same week then all hours worked on that Friday will be paid at time and one-half. When Tuesday to Friday is being worked and a statutory holiday falls on a Friday and a Monday is worked that same week then all hours worked on that Monday will be paid at time and one-half.
 - (d) When a statutory holiday falls in the middle of a work week, the Union and the Employer shall mutually agree to the work schedule for that week.

14.12 The parties understand and agree that on remote job sites, or where special conditions apply, scheduling of extended work weeks/days off may be beneficial to the completion of the work and in those circumstances the parties will mutually agree to a work schedule to meet job conditions.

ARTICLE SIXTEEN - RECOGNIZED HOLIDAYS AND VACATION WITH PAY

The parties agree that all of article 16 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Recognized Holidays And Vacation Pay provisions for this article.

ARTICLE SEVENTEEN - TRAVEL AND ACCOMMODATION

- 17.01** When an Employee travels in addition to his Craft (either during working hours or beyond a free zone which is the greater of a forty-five (45) kilometer radius measured from the centre of a city or the city limits), such extra time shall be paid for at the regular basic straight time rate.
- 17.02** An Employee sent out of town shall receive prior to leaving town, his board, lodging, other expenses which he expends on behalf of his employer, and transportation to and from the job site and to and from work. For work that is longer than one (1) month in duration the Employer will provide accommodation based on one (1) person per room if practical. All such expenses shall be subject to review and approval as to reasonableness by the Employer and shall not in any case be paid to an employee working within a one hundred (100) kilometer radius of the employer's shop.
- 17.03** The parties to this Agreement recognize the Alberta and Northwest Territories Building Trades Council Camp Standards Agreement negotiated with Construction Labour Relations.
- 17.04** Where it is the responsibility of the Employer to provide camp facilities in accordance with Clause 17.03 Employees shall avail themselves of such camp facilities and subsistence will not be paid to those Employees pursuant to this Agreement.

ARTICLE EIGHTEEN - TOOLS, EQUIPMENT, UNIFORMS AND PROTECTIVE CLOTHING

The parties agree that all of article 18 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Tools, Equipment, Uniforms And Protective Clothing provisions for this article excepting that the employer will not be required to supply steel toed safety boots noted at article 18.06.

ARTICLE NINETEEN – HEALTH AND SAFETY

The parties agree that all of article 19 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Health

And Safety provisions for this article excepting that the requirement for first aid training will be determined by the Employer.

ARTICLE TWENTY - CLASSIFICATION OF EMPLOYEES

The parties agree that all of article 20 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Classification Of Employees provisions for this article excepting article 20.03 (Maintenance Mechanic).

ARTICLE TWENTY-ONE - GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree that all of article 22 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Grievance And Arbitration Procedure provisions for this article.

ARTICLE TWENTY-TWO - SAVINGS CLAUSE

The parties agree that all of article 23 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Savings Clause provisions for this article.

ARTICLE TWENTY-THREE - ENABLING CLAUSE

- 23.01** Where an Owner/Client or Prime Construction Manager expresses the intention of tendering or awarding work on a project on the open market (i.e. without regard to Union affiliation or its lack), and where in the opinion of the Employer, the award of the work is likely to be to an open-shop or merit shop entity because the conditions of this Agreement may not be competitive in the market then prevailing, the parties to this Agreement shall meet and bargain collectively in good faith in an honest attempt to arrive at terms and conditions for application to work on that project which will be fully competitive in the prevailing market.
- 23.02** All enabled conditions will be available to any signatory contractor bidding the work on which the enabled conditions apply.
- 23.03** Under clause 23.01 above, terms, conditions and wages contained herein may be varied, altered, amended or modified by the mutual agreement of the Parties.

23.04 Where a Special Needs Project Agreement (SPNA) is in place on large industrial project work the Employer will have the option of utilizing the terms and conditions of said SPNA.

ARTICLE TWENTY-FOUR - NO STRIKE OR NO LOCK-OUT

The parties agree that all of article 25 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the No Strike Or No Lockout provisions for this article.

ARTICLE TWENTY-FIVE - DURATION, TERMINATION AND AMENDMENTS

- 25.01** This Agreement comes into force December 11, 2011 and shall remain in full force and effect until the 30th day of April, 2017.
- 25.02** Should either party desire changes to this Agreement they shall give notice of such desire to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to the 30th day of April, 2017, or any subsequent anniversary date.
- 25.03** When notice to negotiate has been given by either party, this Agreement shall continue in full force and effect during any period of negotiations until termination. This Agreement shall terminate upon the following event(s):
- (a) legal strike; or
 - (b) legal lockout; or
 - (c) the mutual agreement of the Parties.
- 25.04** If notice to negotiate is not given pursuant to this Article, then the Agreement shall remain in full force and effect yearly thereafter.
- 25.05** The parties recognize that a significant number of the terms of this construction agreement apply from the maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488. As such, the new terms and conditions of future maintenance/service/repair agreement(s) as negotiated between CLR-A and Local 488 during the life of this construction agreement and which apply to this construction agreement will be automatically incorporated into this construction agreement unless otherwise stated and mutually agreed at the time of negotiation.

Should the maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 be terminated for whatever reason during the life of this construction agreement then the terms of the

maintenance/service/repair agreement as they existed at the time of termination will continue to apply to this agreement until:

- the maintenance/service/repair agreement is renewed or,
- the provisions of 25.02-25.04 are enacted or,
- the parties to this construction agreement mutually agree to alter any specific terms of this construction agreement during the life of this construction agreement.

ARTICLE TWENTY-SIX - EMPLOYER ASSOCIATION DUES

The parties agree that all of article 27 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Employer Association Dues provisions for this article.

ARTICLE TWENTY-SEVEN - PERIODIC CONFERENCES

27.01 The Employer and the Union agree to hold periodic conferences in order to review the operation of this Agreement, labour supply, the general technical and economic conditions of the Refrigeration and Air-conditioning Industry and may make, as a group, recommendations to Government, or any other parties for the benefit of the general public and the Industry.

27.02 Notice can be given by either party, in writing, to arrange for a meeting to discuss any matter(s) arising from this construction collective agreement. The parties will meet within 30 (thirty) days to discuss and attempt to resolve any matter(s) raised. It is agreed that any matter(s) discussed through this process will not be resolved by arbitration unless both parties mutually agree to refer the matter to arbitration.

ARTICLE TWENTY-EIGHT – CANADIAN FORCES RESERVES

The parties agree that all of article 28 found in the refrigeration maintenance/service/repair collective agreement as negotiated between CLR-A and Local 488 will apply as the Canadian Forces Reserves provisions for this article.

SIGNATORY PAGE

SIGNED THIS 14 day of DECEMBER, 2011, by and between;

**CONSTRUCTION LABOUR RELATIONS -
AN ALBERTA ASSOCIATION -
REFRIGERATION (PROVINCIAL)
TRADE DIVISION
PURSUANT TO REGISTRATION
CERTIFICATE #28**

**UNITED ASSOCIATION OF
JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF
THE UNITED STATES AND
CANADA,
LOCAL UNION 488
EDMONTON, ALBERTA**


Neil Tidsbury,
President


Larry Matychuk,
Business Manager

APPENDIX A

This Appendix "A" is as per Clause 3.01 of the attached Collective Agreement and expands on the work mentioned in the said clause.

- (A) All piping and components used for primary and secondary All gas and arc welding, brazed, soldered, caulked, expanded and rolled joints in connection with the refrigeration and air conditioning industry.
- (B) The laying out and cutting of all holes, chases, and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, tubing raceways used in connection with the refrigeration and air conditioning industry.
- (C) All gas and arc welding, brazed, soldered, caulked, expanded, and rolled joints in connection with the refrigeration and air conditioning industry.
- (D) Laying out, cutting, bending and fabricating, or all pipe work of every description relating to (a) by whatever mode or method.
- (E) All methods of stress relieving of all pipe joints made by every mode or method in the refrigeration and air conditioning industry.
- (F) The assembling and erection of tanks used in the refrigeration and air conditioning industry.
- (G) The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the refrigeration and air conditioning industry.
- (H) The dismantling and repairing for reuse of all refrigeration and air conditioning equipment, parts, piping and components.
- (I) All piping for cataracts, cascades (i.e. artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial manufacturing, commercial or for any other purposes in the refrigeration and air conditioning industry.
- (J) Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, or any other kind of material or product manufactured into pipe useable in the refrigeration and air conditioning industry regardless of size.
- (K) Hoisting, setting up, hanging and installing all equipment supplied by the refrigeration and air conditioning industry.
- (L) Installation and erection of sectional walk-in boxes and cold storage rooms, installation and erection of prefabricated insulated panels for cold storage rooms and installation and erection of temperature controlled display cases and cabinets used for display and storage of all dairy products, vegetable and fruit produce and all meat and fish products.