PROVINCIAL

INSULATORS

COLLECTIVE AGREEMENT

FOR THE GENERAL CONSTRUCTION SECTOR

By and Between

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS PROVINCIAL) TRADE DIVISION

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110 EDMONTON AND CALGARY

May 17, 2015 to April 30, 2019

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This Agreement entered into this
17th day of May, 2015

Between

CONSTRUCTION LABOUR RELATIONS -
AN ALBERTA ASSOCIATION
INSULATORS (PROVINCIAL) TRADE DIVISION

(hereinafter called the Association)

on behalf of and as agents for all those Employers who are bound by this Agreement under the scope and operation of Registration Certificate No. 9 issued to the Association by the Alberta Labour Relations Board, and those Employers who may hereafter be included within the scope and operation of the said Registration Certificate (each of which Employers is hereinafter referred to as the "Employer")

Party of the First Part

and

THE INTERNATIONAL ASSOCIATION OF HEAT
AND FROST INSULATORS AND ALLIED WORKERS,
LOCAL UNION #110
EDMONTON AND CALGARY

(hereinafter referred to as the "Union")

Party of the Second Part

NOW WITNESSETH:

The Parties hereto, having bargained together collectively do hereby agree as follows:

ARTICLE 1.00 - OBJECTS AND SCOPE OF AGREEMENT

1.01 This Agreement provides for collective bargaining and, as such, must recognize as its principals the Union as the certified bargaining agent of the Employees, and the Registered Employers' Organization as the agent of the various individual firms and corporations as may be recognized in the trade as Employers.

1.02 The object of this Agreement is to stabilize the industry and to ensure a peaceful adjustment of any and all grievances, disputes and differences that may arise between the parties and to provide a better and efficient service to the public.

1.03 The purpose of this Agreement is to govern and stabilize the wages and working conditions of work undertaken by the Employers in the application of insulation and all protective coverings which are within the jurisdiction of the Union. However, under no circumstances shall this Agreement apply to work which is performed by Employers in manufacturing plants.

ARTICLE 2.00 - INDUSTRIAL AND COMMERCIAL/INSTITUTIONAL DEFINITION

2.01 Industrial construction shall mean construction work in respect of the plant process involved in, but not limited to:

- Electrical power generation, hydro or thermal power plants
- Development of Mining and Smelting Properties
- Development of Oil Sands Properties
- Oil Refineries, Upgraders and all forms of hydrocarbon production, extraction or processing
- Development of Chemical Plants
- Pulp, paper or timber/wood processing mills or sawmills
- Toxic waste disposal systems
- Production and processing plants for natural gas, liquid petroleum products and manufactured gases
- Base/Precious/Other Metal production plants or upgraders of any and all kinds
- Pumping stations and compressor stations of greater than $25 million in construction value
- Cement, lime and gypsum plants
- Insulation work on heating, ventilating, and air conditioning systems on industrial sites.

In addition, industrial work shall include such work as may reasonably be considered as Industrial Construction as mutually agreed by a committee of 4 members appointed by the Employers Association and 4 members appointed by the Union, and ratified by the Association. This committee shall meet at the request of

either the Employer or the Union, giving 24 hours' notice in writing to the other party.

2.02 Commercial/institutional work includes all work not specifically identified as industrial work in Clause 2.01 above. The following work has been recognized by the parties as falling within both the commercial/institutional and industrial portions of the construction industry:

- Breweries
- Distilleries
- Food Processing Plants
- Major Manufacturing Plants
- Major Sewage Treatment Plants
- Major Water Treatment Plants
- Pumping Stations and Compressor Stations of less than $25 million in construction value.

The above listed work shall be performed under the commercial/institutional provisions except where such work is determined to be industrial work by agreement between the Business Manager of the Union and the Employer. In the event of a dispute as to which parts of this collective agreement apply to a given project, a final and binding determination shall be made by the Association and each party to the dispute shall be advised of such determination in writing.

It is agreed that in keeping with the intent of this Article that the determination as to whether a project shall be performed under the industrial or the commercial/institutional provisions should be made prior to tendering.

It is agreed that any Employer tendering work that falls within the above list in this Article is obliged to notify the Association so that a determination can be made in accordance with this Article.

2.03 The parties hereto agree that the terms of this collective agreement are not binding in respect of residential construction or to asbestos removal and abatement work. For the purposes of this collective agreement, residential work shall include single family housing including duplexes, walk-up apartments and condominiums up to a maximum of 3 floors in height [above grade].

ARTICLE 3.00 - MANAGEMENT RIGHTS

3.01 Without restricting the generality of the following, the Union recognizes the right of the Employer to manage his/her company, direct the work forces, assign work, transfer Employees from job to job within the Province of Alberta as required, select, hire, promote, discharge any Employee for just cause only, reject

applications for work, manage the business in all respects in accordance with his/her commitments and responsibilities and the right to determine methods, processes, means of application, handling and staffing of all jobs. The Employer shall have exclusive rights to decide and enforce all matters pertaining to the operation of his/her business, provided it does not conflict or discriminate against individual Union rights as agreed herein. Except as specifically modified by the terms of this Agreement the Employer reserves all of the historic or traditional rights of management.

3.02 The Union agrees that any Agreement signed with an independent Employer or company shall be identical with this Agreement. Exceptions to this Agreement will be Local Maintenance Agreements, International Maintenance Agreements, or Asbestos Removal Agreements.

3.03 The Union agrees to provide qualified Union members to the Employer members of the Association signatory to this Agreement and to any Employer(s) who are or may become bound by this Agreement.

3.04 The Union shall not supply its members or permit its members to work directly or indirectly for any corporation or firm who has called for tenders from 1 or more Insulation Contractors and then proceeds to do work themselves.

ARTICLE 4.00 - RECOGNITION

4.01 The Employer recognizes that the Union has jurisdiction:

(a) in the Province of Alberta; and
(b) the District of Mackenzie, Northwest Territories.

4.02 Employees as used herein shall mean and include: all certified or uncertified Journeymen, and Apprentices and Helpers who are members of the Union; all prospective Apprentices and Journeymen who have completed an application for apprenticeship or Journeyman status in accordance with the Apprenticeship and Industry Training Act; all travel card [affiliated Insulator Unions] Journeymen and Apprentices; all workers classified as having Journeyman B or C, Uncertified Journeyman, and Industrial Helper status in accordance with Article 9.00; and all permit workers referred to work by the Union.

This agreement covers the rates of pay, rules and working conditions of all Employees on that work traditionally and regularly performed by this craft for the Employers signatory to this agreement at the site of the installation.

4.03 The Employers shall recognize the Union as the bargaining agent for all Employees coming within the scope of this Agreement.

ARTICLE 5.00 - HOURS OF WORK

Article 5.01 through 5.08 shall apply to Commercial/institutional work only.

5.01 **(a)** The regular work week shall consist of 40 hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday. Regular daily hours shall be 8 hours per day from 8:00 a.m. to 4:30 p.m. The Employer may vary the start/quit times by changing the scheduled starting time up to 2 hours at his/her option. Variances beyond 2 hours shall only occur if mutually agreed to by the Employer and Business Manager and/or Business Agent of the Union and the consent to variance will not be unreasonably withheld.

(b) As an option, the Employer may schedule the regular work week in 4 consecutive 10 hour days, at straight time rates, provided only that the 4 consecutive days of 10 hours are scheduled during the Monday through Friday period.

(c) On projects where terms and conditions indicate the need for special overtime provisions, the Union and the Employers' Bargaining Agent may mutually agree to provisions that allow for straight time off for overtime hours worked. It is understood that any such provisions agreed to will apply to all contractors covered by this agreement who are bidding on the project in question.

5.02 Lunch period shall be ½ hour unless otherwise agreed to by the Business Manager and/or Business Agent and the Employer. There shall be 2 coffee breaks; 1 in the first ½ and 1 in the second half of each shift or shifts and, after each 2 hours of overtime.

5.03 If an Employee is required to return to work before an 8 hour break occurs, the Employee shall be paid one and one half times the basic rate of pay. If an 8 hour break does not occur before the Employees' regular daily hours of work commence then one and one half times the basic rate of pay shall apply for that entire shift of hours.

5.04 Employees, when asked to work extended daily hours in excess of 11 hours, shall be supplied with a hot meal [where possible] following the tenth hour, and every 4 hours thereafter until the shift is ended, at the company's expense. There shall be a ½ hour rest period for eating and where it is necessary for the Employee on the project to leave to procure a hot meal the Employer shall allow travel time to and from the restaurant or place where a meal can be obtained. The Employer shall be responsible for all time consumed while fulfilling these conditions and the Employees shall be paid at the prevailing straight time rates for such meal breaks.

Where no meal is provided, pay of ½ an hour at the applicable rate of pay [time and one half] will be paid in lieu of the meal and the time spent to consume it.

When camp accommodations are provided and a hot meal is provided at the end of the shift, no meal allowance shall be payable. When such shifts are worked, break times may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted.

Where a supervisor is required to:

(a) start up to 1 hour earlier, or

(b) finish up to 1 hour later, or

(c) start up to ½ an hour earlier and finish up to ½ an hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions in the paragraph above will not apply unless those provisions are applicable to the rest of the crew.

5.05 All overtime shall be paid at the rate of time and one-half except for Statutory Holidays which shall be paid at the rate of double time.

5.06 For those Employees who so elect, regular hours lost during the week due to inclement weather may be rescheduled by the Employer to be made up on Saturday at straight time rates, up to a maximum of 40 hours per week [reduced appropriately when a general holiday occurs during that week].

5.07 The parties understand and agree that on remote job sites or where special conditions apply, scheduling of extended work days/days off may be beneficial to the completion of the work, and in those circumstances the Employer and the Union will mutually agree to a work schedule to meet job conditions. Special Project needs will be addressed by the Parties in concert with other stakeholders in accordance with the process established by the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.

5.08 **Work In Occupied Premises**

Notwithstanding the above, where conditions are such that work must be carried out on occupied premises, then the work may be done at regular straight time rates during any hours which may constitute a regular shift for that job provided only that overtime rates will apply for all hours over the weekly limits elsewhere specified.

5.09 The paragraphs of Article 5.00 are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

Clause 5.10 through 5.15 shall apply to Industrial work only.

5.10 **(a)** The regular work week shall consist of 40 hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday and shall not exceed 8 hours per day. Regular daily hours shall be from 8:00 a.m. to 4:30 p.m. The Employer may vary the start/quit times by changing the scheduled starting time up to 1 hour. Variances beyond 1 hour shall only occur if mutually agreed to by the Employer and Business Manager and/or Business Agent of the Union and the consent to variance will not be unreasonably withheld.

(b) As an option the Employer may schedule 10 hours per day Monday through Thursday if notice has been given to all the Employees involved on a day during the previous work week. The Employer may revert back to the 5 day work week by giving the same notice. Where this option is implemented the start time will normally be 7:00 a.m. which may be varied by up to one hour in either direction to meet site scheduling needs.

Overtime rates shall be as follows:

(i) time and one-half for the first 2 hours of overtime worked on a week day, being Monday through Friday inclusive,

(ii) when compressed work weeks are scheduled pursuant to this Article on a Monday through Thursday basis, time and one-half shall apply to the first 10 hours worked on the Friday,

(iii) double time shall apply to all overtime hours that are not included in (i) and (ii) above.

(c) A 10 day on and 4 day off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half and the Saturday and Sunday will be paid at double time.

(d) When a 10 day on and 4 day off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least three working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

5.11 Overtime and Personal Time Off

(a) It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.

(b) A worker who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full 8 or 10 hours as scheduled for that shift. In the case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.

(c) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.

5.12 (a) Lunch period shall be ½ an hour unless otherwise agreed to by the Business Manager and/or Business Agent and the Employer. There shall be 2 coffee breaks; 1 in the first ½ and 1 in the second ½ of each shift or shifts, and after each 2 hours of overtime.

(b) Two Break Option

When 10 hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling 2 breaks of ½ an hour each, paid at the applicable rate, approximately equally spaced in the 10 hour shift. In the event an Employee is not able to take a break, the Employee shall be paid at applicable overtime rates for the missed break.

When the hour before and the hour following the missed break are at straight time, time and one half shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of 10 hours. A change in the scheduling of breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change.

5.13 If an Employee is required to return to work before an 8 hour break occurs, the Employee shall be paid double time the rate of pay. If an 8 hour break does not occur before the Employee's regular daily hours of work commence then double time shall apply for that entire shift of hours.

5.14 Employees, when asked to work overtime after the regular work day has finished, shall be supplied with a hot full course meal [where possible] [excluding T.V. dinners] and every 4 hours thereafter until the shift is ended at the company's expense. There shall be a ½ an hour rest period for eating and where it is necessary for the Employee on the project to leave to procure a hot meal the Employer shall allow travel time to and from the restaurant or place where a meal can be obtained. The Employer shall be responsible for all time consumed while fulfilling these conditions and the Employees shall be paid at the prevailing overtime rates. Where no meal is provided, pay of ½ an hour at the applicable rate of pay [double time] will be paid in lieu of the meal and the time spent to consume it.

When camp accommodations are provided and a hot meal is provided at the end of the shift, no meal allowance shall be payable. When such shifts are worked, break times may be adjusted for efficiency and reasonableness. In such cases the Union will be notified prior to the breaks being adjusted.

Where a supervisor is required to:

(a) start up to 1 hour earlier, or

(b) finish up to 1 hour later, or

(c) start up to ½ an hour earlier and finish up to ½ an hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions in the paragraph above will not apply unless those provisions are applicable to the rest of the crew.

This section will only apply when Employees are asked to work in excess of 10 hours and shall also apply to shift work.

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

(b) Special Project needs may be addressed by the Parties in concert with other stakeholders in accordance with the process established by the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations, pursuant to the Letter of Understanding attached hereto.

ARTICLE 6.00 - RECOGNIZED HOLIDAYS AND VACATIONS

6.01 The following shall be General Holidays under this Agreement:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- First Monday in August
- Thanksgiving Day
- Labour Day
- Remembrance Day
- Christmas Day
- Boxing Day

No work shall be performed on Labour Day except in special cases of emergency.

For the purposes of this section, a "regular work day" is a day for which straight time rates would apply and an "overtime day" is a day for which overtime rates would apply to all hours worked.

If any of the above holidays fall on an overtime day, the following regular work day shall be observed as the holiday.

Double time will be paid for work performed on a General Holiday if there is no day observed in lieu. If there is a day observed in lieu, double time shall be paid for work performed on that day and the General Holiday will be paid at the applicable rate of pay as if it were not a General Holiday.

It is agreed that in the event any other day is declared a General Holiday by a Government [Federal or Province Alberta] which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

6.02 **(a)** Employees engaged on commercial/institutional work shall receive 6% of their straight time hourly rate for all hours worked for vacation pay and 4% of their straight time hourly rate for all hours worked for recognized holiday pay. Income tax on these amounts shall be shown and deducted each pay cheque.

(b) Employees engaged on industrial work shall receive 6% of their applicable base rate for vacation pay and 4% of their applicable base rate for recognized holiday pay. Income tax on these amounts shall be shown and deducted each pay cheque.

These amounts shall be paid to the Employee on each pay cheque.

ARTICLE 7.00 - SHIFT DIFFERENTIAL

Clause 7.01 through 7.03 shall apply only to Commercial/institutional work.

7.01 When or where it may be necessary to work shift work, the second shift shall be paid at the rate of $1.00 over and above the basic daytime hourly rate; the third shift shall be paid at the rate of $1.50 over and above the basic daytime hourly rate.

7.02 When overtime is worked, in conjunction with shift work, the premium will be $1.00 per hour for the second shift and $1.50 per hour over the basic daytime hourly rate, plus the overtime premium based on the basic daytime rate.

7.03 The first shift shall be the normal day shift, as set out in Clause 5.01. The second shift may commence at any time between 12:00 noon and 8:00 p.m. The third shift may commence at any time between 8:00 p.m. and 6:00 a.m.

Clause 7.04 through 7.07 shall apply only to Industrial work.

7.04 When or where it may be necessary to work shift work, the second shift shall be paid at the rate of $3.00 [effective May 7, 2017 increases to $3.50] over and above the basic daytime hourly rate; the third shift shall also be paid at the rate of $3.00 [effective May 7, 2017 increases to $3.50] over and above the basic daytime hourly rate.

7.05 When overtime is worked, in conjunction with shift work, the premium will be $3.00 [effective May 7th, 2017 increases to $3.50] per hour for the second shift and $3.00 [effective May 7th, 2017 increases to $3.50] per hour over the basic daytime hourly rate for the third shift, plus the overtime premium based on the basic daytime rate.

7.06 The first shift shall be the normal day shift, as set out in Clause 5.10. The second shift may commence at any time between 3:00 p.m. and 8:00 p.m. The third shift may commence at any time between 8:00 p.m. and 6:00 a.m.

7.07 Where possible the Employer will provide 24 hours prior notice of the commencement of shift work.

ARTICLE 8.00 - SHOW UP

8.01 When an Employee reports to work at the regular starting time and such Employee is not put to work the Employee so affected shall be entitled to a minimum of 2 hours pay at the applicable rate of pay.

8.02 In order to qualify for show up time Employees must remain on the job site, unless otherwise directed by the Employer. Where the Employee(s) are directed to remain on the job site for more than 2 hours they shall be paid for such time at the applicable rate.

8.03 Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.

8.04 An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least 2 hours prior to the commencement of the normal work day. Employees working on a job site where they are accommodated in a camp facility will not be entitled to show up time if they are notified that no work is available at breakfast time and notices are posted on the bulletin boards in the camp kitchen.

8.05 When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

ARTICLE 9.00 - WAGES

9.01 Industrial and Commercial/Institutional Wage Schedule

The Benefit Plan Employer contribution amounts may be adjusted in any year during the term of this collective agreement for Industrial Work. Any such adjustments will be reflected in the below schedule for Commercial/Institutional work, from within the gross wages set out below.

COMMERCIAL/INSTITUTIONAL RATES

EFFECTIVE DATE	BASE RATE	SH &V	H&W	WC	PENS	PITT	TRAIN	TOTAL
Foreman								
May 17, 2015	35.93	3.59	2.10	0.10	6.25	0.50	0.25	48.75
Journeyman								
May 17, 2015	31.93	3.19	2.10	0.10	6.25	0.50	0.25	44.32
Third Year Apprentice - Based on 80% of the Journeyman Rate								
May 17, 2015	25.54	2.55	2.10	0.10	5.00	0.50	0.25	36.04
Second Year Apprentice - Based on 65% of the Journeyman Rate								
May 17, 2015	20.75	2.08	2.10	0.10	4.06	0.50	0.25	29.84
First Year Apprentice - Based on 50% of the Journeyman Rate								
May 17, 2015	15.97	1.60	2.10	0.10	3.13	0.50	0.25	23.65
Helper - Based on 50% of the Journeyman Rate								
May 17, 2015	15.97	1.60	2.10	0.10	6.25	0.50	0.25	26.77

Commercial/Institutional Temporary Foreign Workers and Pensioners (Refer to Appendix A in this Collective Agreement)

Should the Commercial Journeyman Base Rate and Holiday and Vacation Pay change during the life of this Collective Agreement those amounts/changes will be applied to the Base Rate and Holiday and Vacation Pay of the Journeyman in Schedule A. Apprentice Base Rates will change by the percentage applicable to each year of Apprenticeship. [Third Year – 80%, Second Year – 65%, First Year – 50%]

Should Employer pension contributions change during the life of this Collective Agreement then the parties will mutually agree to a revised wage schedule that reflects the 2015 ratio of amounts reallocated to Wages, Payroll Burden and Holiday & Vacation pay to the 2015 Employer pension contribution which is 80% to be appropriately split between Base Rate and Holiday and Vacation Pay. This provision will apply to both the Journeyman and Apprentice Rates in Schedule A.

INDUSTRIAL RATES

The following rates and contributions will be adjusted in accordance with the "Wage Determination" Letter of Understanding attached hereto.

At the sole discretion of the Union, any resulting increase(s) to the wage package, in whole or in part over the term of this Collective Agreement, to a maximum of $1.25 per hour, may be added to the existing pension plan contribution rate prescribed in this Agreement for Journeymen upon the Union providing written notice to the Association.

Further, on a conditional basis, the union is agreed that all Apprentices and Helpers excepting Accommodated Helpers, will have their employer contributions into the Pension Plan pro-rated using the same percentage of Journeyman pension plan contributions as what they get for base rates relative to what the Journeyman base rate. Accommodated Helpers' contributions into the pension plan will be at the same rate as for Journeymen. The Union is agreed to continue this pro-rating of pension plan Employer contributions as long as the Association agrees to a Union requested increase [over and above the $1.25 noted above] the Journeyman pension hourly contribution rate. The Union will make such a request in writing when there are further wage package adjustments due. The Union request must not result in the Employer contributions exceeding the maximum pension contributions allowable under the Income Tax Act (ITA). Such requests will be accompanied by written confirmation from the pension plan's actuarial consultant that they will not exceed the maximum pension contributions allowable as referenced above. If the Association does not agree to a further pension plan contribution rate increase(s), as referenced above, the hourly Employer contributions prescribed in the Collective Agreement for Apprentices and Helpers will forthwith revert back to the same as what the Journeyman contribution rate is at that time, or if necessary will be reduced in order to comply with that Income Tax Act as determined by the pension plan's actuarial consultant.

EFFECTIVE DATE	BASE RATE	SH &V	H&W	WC	PENS	PITT	TRAIN	TOTAL
Foreman								
May 17, 2015	48.18	4.82	2.10	0.10	6.25	0.50	0.25	62.20
Journeyman								
May 17, 2015	42.68	4.27	2.10	0.10	6.25	0.50	0.25	56.15
Third Year Apprentice – Based on 80% of the Journeyman Rate								
May 17, 2015	34.14	3.41	2.10	0.10	5.00	0.50	0.25	45.50
Second Year Apprentice – Based on 65% of the Journeyman Rate								
May 17, 2015	27.74	2.77	2.10	0.10	4.06	0.50	0.25	37.52
First Year Apprentice – Based on 50% of the Journeyman Rate								
May 17, 2015	21.34	2.13	2.10	0.10	3.13	0.50	0.25	29.55
Helper – Based on 50% of the Journeyman Rate								
May 17, 2015	21.34	2.13	2.10	0.10	6.25	0.50	0.25	32.67

Industrial Temporary Foreign Workers and Pensioners
(Refer to Appendix A in this Collective Agreement)

Should the Industrial Journeyman Base Rate and Holiday & Vacation Pay change during the life of this Collective Agreement, those amounts/changes will be applied to the Base Rate and Holiday & Vacation Pay of the Journeyman in Schedule A. Apprentice Base Rates will change by the established percentage applicable to each year of Apprenticeship. [Third Year – 80%, Second Year – 65%, First Year – 50%]

Should Employer pension contributions change during this Collective Agreement then the parties will mutually agree to a revised wage schedule that reflects the 2015 ratio of amounts reallocated to Wages, Payroll Burden and Holiday & Vacation pay to the 2015 Employer pension contribution which is 80% to be appropriately split between Base Rate and Holiday and Vacation Pay. This provision will apply to both the Journeyman and Apprentice Rates in Schedule A.

9.02 Apprentices shall be paid in accordance with the Insulator Trade Regulation [Alberta Regulation 19-96] as amended from time to time.

In the event of an amendment to existing or new regulations taking effect the term of Apprenticeship and Rate of Wages for Apprentices indentured prior to any such changes will be as per the Apprentices' existing contract.

9.03 **(a)** There shall be a minimum of 1 Foreman for the first 3 Employees who can supervise upwards to 15 Employees, and 1 Foreman for every 15 Employees thereafter. Foremen shall be Journeymen members of the Union and shall receive $5.50 over the Journeyman's base rate for industrial work and $4.00 for commercial work. No Foreman shall supervise more than 15 Employees at any time.

(b) Foreman shall be paid an additional $1.00 [effective May 7th, 2017, increases to $1.50] per hour if that person has achieved the Industrial Construction Crew Supervisor designation from Alberta Apprenticeship and Industry Training.

9.04 Pay day shall be weekly for industrial work and weekly or biweekly for commercial/institutional work and not more than 1 week's pay may be held back unless other arrangements are made between the Employer and the Union. Payment may be by cheque or direct deposit at the option of the Employer.

If full payment for hours worked is not received on a regularly scheduled payday one of the following shall apply:

(a) If more than 1 full day of pay is owed, the outstanding hours will be paid within 4 calendar days.

In the event the Employee's pay is not received within the time frame set out above the Employee will be paid 4 hours for each regularly scheduled working day until said outstanding pay is received.

(b) If one full day's pay or less is owed, the outstanding hours will be paid on the next payday. In the event the outstanding hours are not paid on the next payday, the Employee will be paid 4 hours pay, and will be paid an additional 4 hours pay for each pay period until said outstanding hours are paid.

(c) If the Employer determines that an error of overpayment has occurred, and the error has occurred in the last 6 months, the Employer shall promptly give notice in writing to the affected Employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through 1 or more pay periods. The Employee shall be given 3 working days to respond to the notice from the Employer. If the Employee agrees with the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer, the Employee, and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional 3 working days, the

Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.

9.05 A complete statement of the Employee's earnings and deductions shall be shown on each pay cheque or on a separate statement if direct deposit is used. The statement shall include:

- the number of hours worked at regular rates;
- overtime rates;
- shift work;
- travel time;
- amount of weekly vacation pay;
- recognized holiday pay;
- all other deductions such as Employment Insurance, C.P.P., union dues, income tax allowances, etc.

The Employer shall have the option to use electronic pay records and records of employment. Upon request from an Employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.

9.06 Employees shall receive face value for their pay cheques and the exchange shall be the responsibility of the Employer.

9.07 Except for valid reasons agreed to by the Joint Trade Board, Employees shall receive their pay prior to quitting time on payday or be paid 4 hours for each regularly scheduled working day until their cheque arrives.

9.08 The Union will only classify workers as having Journeyman C status if they have been provided with proof that at least 7200 hours have been worked in the insulation trade in accordance with the Apprenticeship and Industry Training Act and the Union deems that the individual has Journeyman skills. While having Journeyman C status the worker will be considered a Journeyman for the purposes of this agreement except that the worker will not be eligible to be appointed as a foremen and the Employer will accept a Journeyman C being dispatched. Prior to dispatching a Journeyman C the Union will notify the Employer.

In order to gain Journeyman B status the Employer will evaluate the skills of the Journeyman C within 30 days after the completion of 400 hours worked as a Journeyman C for 1 or more Employer. That Employer(s) will determine if the worker has the requisite Journeyman skills and if not determine what Apprentice level of skill has been achieved. Representatives of the Training Trust Fund will provide input into the assessment, provide upgrading if required and will determine the outcome if the Employer does not participate in the assessment in accordance with this Clause The worker can either accept that assignment and corresponding

wage rate and benefits or accept a layoff for "other reasons" being not sufficient skills to perform the job that they were dispatched to do. If the Employee elects a layoff, that Employee shall not be entitled to any travel provisions outlined in Clause 10.02. The Employer will provide the Union with the worker evaluation in writing. Each of any of those Employers involved while those 400 hours were worked will provide an assessment upon termination. The last Employer involved will do the final assessment.

Such evaluations and resulting classification assignments shall not be subject to the grievance procedure.

This method to acquire Journeyman B status is not intended to detract from the formal means to acquire Journeyman status by completing an apprenticeship in accordance with the Apprenticeship and Industry Training Act but rather to recognize those individuals who have been working in the insulation trade for a considerable time and have acquired all the skills expected of an experienced Journeyman.

9.09 The Union will only classify members as having Uncertified Journeyman status if:

(a) they have been provided proof from the Alberta Apprenticeship and Industry Training board that the Member has attended all 3 years of technical training,

(b) they have a minimum of 5,650 hours in the trade,

(c) they have passed successfully the First and Second Year provincial examinations,

(d) they have passed successfully the Third Year school examinations and shop requirements,

(e) they have requested additional instruction and study from the Training Coordinator prior to attempting a rewrite of the Third Year provincial examination and

(f) they are unable, after a minimum of 3 attempts, to successfully pass the Third Year provincial examination.

The Member must obtain a letter from a signatory contractor attesting that the Member possesses the skills and knowledge that are expected of a certified Journeyman insulator.

The Member must submit this letter to the Training Coordinator and complete a Request for Uncertified Journeyman application form. The Training Coordinator will verify all information provided and submit the request to the Business Manager for consideration. If Uncertified

Journeyman status is approved this approval will not preclude the Member from challenging the Alberta Journeyman Insulator certification examination in the future if the Member desires to do so. If the application for Uncertified Journeyman is not approved the Member may choose to repeat the Third Year of technical training or challenge the certification as above provided the Member has the hours to do so.

While having Uncertified Journeyman status the Member will be considered a Journeyman for the purposes of this agreement except the Member will not be eligible to be appointed as a Foreman and the Employer will accept an Uncertified Journeyman being dispatched. Prior to dispatching an Uncertified Journeyman the Union will inform the Employer.

9.10

(a) An indentured Apprentice member of the Union who has, in the opinion of the Executive Director of the Government Apprenticeship Board, consistently failed to pass the examinations given under the apprenticeship program or who failed to progress in the apprenticeship program, and has thereby had their contract of apprenticeship cancelled by the Government Apprenticeship Board, may apply to the Union for the classification of "Helper".

(b) An un-indentured insulator Helper/Permit worker who has been unable to get indentured because the worker does not have the required grade education and who cannot pass the Insulator Trade Entrance Examination, may apply to join the Union in the classification of "Helper".

(c) Members or permits applying for this classification must submit proof of the above stated reasons for the cancellation of their apprenticeship, and/or any documentation of the individual's circumstance underlying the inability to advance in an apprenticeship to the Training Coordinator, who will refer such proof and an evaluation of that member's work ethic and letter(s) of recommendation from a contractor(s) to the Business Manager for consideration in granting Helper status.

(d) A Helper will remain a member of the Union and retain all the rights and privileges of a Union member, except as noted below, as long as they are in good standing. They will not be subject to lapsing from the Union for failing to complete their apprenticeship.

(e) Any hours accumulated by a member in this classification will not count towards qualifying to write the Journeyman "C" exam.

(f) **(i)** Helpers will be dispatched as First Year Members, and the Employers will pay them First Year rate or, at the

Employer's discretion, higher rate of pay commensurate with the abilities of the Member.

(ii) Helpers will be considered Apprentices by the Union in respect to the Journeyman/Apprentice ratio requirements in the Collective Agreement.

(iii) Helpers have the same rights as a First Year indentured Apprentice with regard to layoffs.

(iv) Helpers will be subject to a layoff before a Second or Third Year Indentured Apprentice.

(v) First, Second and Third Year Indentured Apprentices will be dispatched before any members in this classification regardless of what position the Helper has on the Union's unemployed list or if a contractor desires to name hire them.

(vi) Helpers will be dispatched before any permit workers or may be name- hired if there are no the Union indentured Apprentice members available for work.

9.11 The Union will only classify workers as having Appropriate (Apt) Apprentice 2 or Apt Apprentice 3 status if they have been provided with proof that at least 2000 hours and 4000 hours respectively have worked in the insulation trade in accordance with the Apprenticeship and Industry Training Act and the Union deems through evaluation of hands on and traditional testing that the individual has second or third year apprentice skills. While having Apt Apprentice 2 or Apt Apprentice 3 status the worker will be considered a Second or Third year apprentice for the purposes of this agreement.

In order to retain Apt Apprentice 2 or Apt Apprentice 3 status the worker must become an indentured apprentice with Alberta Apprenticeship and Industry training in the trade of Insulator and progress in a timely fashion through the apprenticeship program. The Employer will evaluate the skills of the Apt Apprentice within 90 days after the workers report date. The Employer will provide the Union with the worker evaluation in writing. If the employer does not agree that the Apt Apprentice has the required apprentice level skills a review will be conducted in conjunction with a Representative of the Local 110 Training Trust. This review will determine if the Apt Apprentice has the required skills and if not determine what apprentice level of skill they have. The worker can either accept that assignment and corresponding wage rate and benefits or accept a layoff for "other reasons" being not sufficient skills to perform the job that they were dispatched. If the employee elects a layoff, that employee shall not be entitled to any travel provisions outlined in Clause 10.02.

Such evaluations and resulting classification assignments shall not be subject to the grievance procedure.

ARTICLE 10.00 - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

Clause10.01 through 10.04 shall apply to industrial work only.

10.01 DAILY COMMUTING

The following conditions will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.

(a) **(i)** A 45 kilometer radius free zone from the centers of the cities in which the Unions are centered [Geodetic Monument], or around any place in which Employees are temporarily domiciled by the Employer, shall be established. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower.

(ii) No transportation or travel allowance shall be applicable within the free zone [subject to Clause 10.01(a)(iii) and 10.01(b)].

(iii) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of 5 test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of 45 minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.

(b) Notwithstanding Clause 10.01(a), on major construction projects located within the free zone, around the cities of Edmonton and

Calgary but beyond the city bus transportation system of those cities, where it is projected that the total construction workforce will exceed 500 multi-trade construction Employees, the affected Parties shall meet to discuss the viability of implementing a system of providing transportation to the site.

(c) For projects beyond the 45 kilometer free zone for which daily travel is required, the Employer will have the following options;

(i) to provide transportation and pay travel allowance, or

(ii) reimburse the Employees, as a vehicle allowance, at the rate of $0.52 per kilometer traveled each way between the edge of the free zone and the project job site daily and pay travel allowance.

The Coordinating Committee and the Building Trades of Alberta [the "Council"] shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first 5,000 kilometers, and a lower rate for additional kilometers. The Coordinating Committee and the Council shall determine a rate that is midway between those 2 rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.

The travel allowance shall be calculated based on traveling at 80 kilometers per hour, at the Employee's applicable base rate, from the point where the edge of the 45 kilometer radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

e.g.: A Journeyman member traveling to a project located 40 road kilometers from the edge of the free zone at 80 kilometers per hour each way would receive the following for each day worked [effective on April 1, 2015]:

<u>Travel Allowance</u>:
80 km @ 80 km per hour = 1 hour at base rate = $42.68

<u>Vehicle Allowance</u>: 80 km. @ $0.52 per km. = <u>$41.60</u>

For a daily total of = <u>$84.28</u>

Where the Employer provides the transportation the travel allowance would be paid but the vehicle allowance would not be payable.

(d) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.

(e) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.

(f) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of 2 hours at the applicable straight time rate.

(g) If an Employee is required by the Employer to move from 1 job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of $0.52 per kilometer traveled if the Employee uses his/her own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.

(h) Employees required to travel out of a city or town to another job after working a shift, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.

(i) When an Employee is being paid subsistence allowance in accordance with Clause 10.04 (a) or (b), and when there is no accommodation available within 45 kilometers of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometres beyond a 45 kilometre radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometre radius of the

project becomes available, the payment of the travel allowance will cease.

10.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

(a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under Clause 10.01(c) would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the cities of Edmonton or Calgary or other hiring hall location, as applicable, as follows:

(i) up to 200 kilometers - $88.00 on each way;

(ii) 201 kilometers to 300 kilometers - $124.00 each way;

(iii) 301 kilometers to 375 kilometers, and the Empress area - $150.00 each way;

(iv) over 375 kilometers to 475 kilometers - $224.00 each way, or actual Airfare if suitable proof of air transport is provided to the Employer;

(v) over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of $344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.

(vi) The Initial and Return Transportation Allowances set out herein shall be subject to review in January of each year of this agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to Clause 10.01(c)(iii), each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1 of the respective year. [For example, if for 2016, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the May 1, 2016.]

(b) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid.

(i) When transportation is provided by the Employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle [being scheduled days of work for which there is no more than a 1 day of rest scheduled within consecutive

scheduled days] an Employee, at the time of dispatch, will be allowed to elect to use the Employer supplied transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Clause 10.01(d).

(ii) An Employee who has elected collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.

(iii) An Employee who has elected collective agreement initial/return/rotation allowances and who is found using Employer supplied transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.

(iv) If an Employee who elects collective agreement initial/return/rotation allowances uses Employer supplied transportation for his/her initial trip that Employee will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.

(v) Regulations shall be established for the use of Employer supplied transportation governing behavior and the use of, e.g., alcohol, tobacco and other substances.

(vi) Notwithstanding the foregoing, an Employee who has elected to use Employer supplied transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a 1 way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation to or from the site to the nearest commercial bus terminal, or equivalent taxi fare.

(c) Employees will qualify for, and receive initial transportation allowance to the job site after being employed at the site for either 15 calendar days or completion of the job, whichever is the lesser.

Should the Employee remain on the job until completion of 30 calendar days, or until completion of the dispatched job requirement, whichever may be the lesser, the Employee shall receive the return transportation allowance to be paid with the Employee's final pay cheque.

If the Employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply [e.g. the Fort McMurray region, the Cold Lake Region, etc.], that Employee will be paid any outstanding transportation allowance(s) with their next regular pay. If the Employee is transferred to a different work site that is within the same geographical region to which the transportation allowance was to apply, the Employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational allowances where applicable. Should an Employee choose not to accept a transfer, the Employee shall be paid all applicable travel allowances and be considered to be laid off.

10.03 ROTATIONAL LEAVE (TURNAROUNDS)

(a) On jobs located beyond a 300 kilometer radius to a maximum of 475 kilometers from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:

(i) Pay an allowance of $168.00 after 35 calendar days of employment on the job and every 35 calendar days of employment following return from a rotational leave.

Where the Employee accepts Employer supplied transportation, the Employee shall not be entitled to the above allowance.

(ii) Allow Employees 5 working days leave after the first 35 calendar days of employment on the job and every 35 calendar days of employment following return from a rotational leave.

(b) On jobs located beyond a 475 kilometer radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:

(i) Provide a negotiated transportation allowance, not to exceed scheduled airline air fare where scheduled air service is available, or pay an allowance of $300.00 where airline service is not available, after 35 calendar days of employment on the job and every 35 calendar days of employment following return from a rotational leave.

(ii) Allow Employees 5 working days leave after each 35 calendar days of employment on the job and every 35

calendar days of employment following return from a rotational leave.

(c) The Rotational Leave Allowances set out herein shall be subject to review in January of each year of the term of this Agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to Clause 10.06(c)(iii), the allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. [For example, if for 2016, the vehicle allowance is increased by 4%, the allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following May 1, 2016.]

(d) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that 25% of the working force shall be on such home leave.

(e) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the provisions of 10.02(b) save and except that the Employee shall remain eligible for rotational leave as per Clause 10.03(a)(ii), 10.03(b)(ii), and 10.03(c).

(f) Time spent away from a jobsite due to a jobsite closure or scheduled vacation of 1 work week [5 days or 4 days as the case may be] or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

10.04 ACCOMMODATION, ROOM & BOARD

(a) Applicable within a 475 kilometer radius of the centre of Edmonton or Calgary or any location with a hiring hall [but excluding National Parks]

When an Employee is directed or dispatched to work on an out-of-town job, the Employer will provide:

(i) camp accommodation, which shall be available 7 days per week; or

(ii) mutually agreed room and board; or

(iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of $110.00 per day. Exceptions, at May 1, 2015, are

listed below as well as on the Construction Labour Relations website at www.clra.org under the Rates and Allowances – Subsistence Rates tab. Rates and locations are subject to possible update during the term of this Collective Agreement.

Athabasca	$150.00	Grande Cache	$150.00
Bonneyville	$150.00	Grande Prairie	$150.00
Camrose	$120.00	Hardisty/Wainwright	$155.00
Canmore/Exshaw	$155.00	Hinton	$150.00
Caroline	$140.00	Lloydminister	$160.00
Cold Lake	$150.00	Medicine Hat	$140.00
Drumheller	$155.00	Peace River	$150.00
Edson	$125.00	Pincher Creek/Waterton	$140.00
Elk Point/Vermillion	$150.00	Red Deer	$135.00
Empress	$135.00	Rocky Mountain House	$150.00
Forestburg	$135.00	Stettler	$120.00
Fox Creek	$150.00	Swan Hills	$115.00
Fort McMurray	$195.00	Whitecourt	$150.00

On a project located over 250 kilometer radius from the centre of Edmonton or Calgary or other hiring hall location, 1 additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to the Employer for each occasion the accommodation is used. Where the Employer or the client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.

Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a Monday or Friday [Thursday where a compressed work week schedule is in effect] provided the Employee reports for work on the work day immediately preceding and following the Statutory Holiday.

(b) Applicable beyond a 475 kilometer radius of the centre of Edmonton or Calgary or other hiring hall location [excluding National Parks and Northwest Territories]

When an Employee is directed or dispatched to work on an out-of-town job which will last at least 5 days, the Employer will provide, on a 7 day per week basis:

(i) camp accommodation; or

(ii) mutually agreed room and board; or

(iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of $110.00 per day.

Employees failing to report for work on the work day immediately preceding and following a week-end or Statutory Holiday will receive the above for days worked only.

(c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to Clause 10.04(a)(ii) or 10.04(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of Registered Employers' Organizations, which committee shall make a final and binding decision within 5 days from the date of referral.

(d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these 3 options will satisfy the Employer's obligations pursuant to this Article.

(e) **(i)** In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:

- Provide suitable room and board; or
- directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
- the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:

(ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Building Trades of Alberta issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence

Review Committee be established. Alternatively an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Building Trades of Alberta that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within 5 working days of such request.

(iii) The Subsistence Review Committee will consist of:

- 1 representative appointed by the Building Trades of Alberta;
- 1 representative appointed by the Coordinating Committee of Registered Employers' Organizations;
- 1 representative appointed by the National Maintenance Council; and
- 1 representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and/or the General Presidents Agreement.

Appointees shall not be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and 3 meals per day in the community or communities where Employees will be domiciled. In the event that the majority of the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that the majority of the Committee agrees with the resolve. Any such mutually agreed upon decision shall be issued within 5 days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

(iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an

Umpire who shall be appointed within 5 days in accordance with the provisions of section 135 of the Alberta Labour Relations Code. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within 5 full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

(v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this Clause some guidelines are included;

- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
- To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; [i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation].
- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this Clause.

There shall be no more than 1 reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within

that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.

(f) Applicable to all Regions

(i) Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather and for whom it is not practical to return to their respective primary Alberta residence shall receive their board and room or daily allowance for those work days they were scheduled to work during the period such circumstances continue where an Employee does not leave his/her temporary accommodation up to a maximum of 3 days.

If an Employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from the Employer, the Employee will receive a prorated amount of subsistence based upon the number of hours the Employee worked in the work day, compared to the regularly scheduled hours of work for the day.

If the Employee leaves prior to the normal quitting time with the consent of the Employer they will receive the normal daily subsistence allowance for that day.

(ii) All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations - An Alberta Association 2010-2018 Camp Rules and Regulations, or any successor thereto.

(iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the BTA/CLRA Camp Rules and Regulations.

(iv) If an Employee, who is housed in a camp, is required by the Employer to transfer from 1 camp room to another, the Employee shall be paid 2 hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings. Should the request to move from 1 room to another come from authorized persons employed by the Camp Manager or the Client, the Employee must inform the Employer of the move by the following work day to be eligible for this payment.

Clause 10.05 and 10.06 shall apply only to commercial/institutional work.

10.05 A 70 kilometer free zone shall be established around the center of every city, town or village in which Employees reside and around every place where accommodation is provided and/or paid for by the Employer. This zone shall apply to all persons covered by this Agreement except local residents.

The following conditions shall apply to all Employees except local residents, within the following radial zones:

Zone 1 Within the Free Zones as noted above, all Employees shall be responsible for their own transportation to and from the work site except that where, on remote job sites, conditions are such that private and public transportation is not available and the work area is beyond reasonable walking distance, then the Employer shall provide transportation.

Zone 2 The area lying within the next 100 kilometers beyond the boundary of the free zones established above, is Zone 2. For any job site situated within this area the Employer shall supply transportation to and from the work site to the place of accommodation or established central pick-up points, or, at the Employees option, expressed by the Employer in writing, pay vehicle allowance at the rate of $0.52 per kilometer from the edge of the free zone, to the job and back, to each Employee who, by arrangement with the Employer uses his/her own vehicle to provide transportation outside the free zone.

At the Employer's option, camp or other board and room accommodations as provided for in Zone 3, may be provided in this zone for each day worked.

Zone 3 The area lying within the next 100 kilometers beyond the boundary of Zone 2 as established above, is Zone 3. For any job site situated within this area, the Employer shall provide at his option for each day worked:

(i) camp accommodation which conforms with the BTA/CLRA Camp Rules and Regulations or successor standards; or

(ii) mutually agreed room and board; or

(iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence

allowance in the amount of $75.00 per day except for:

- the Fort McMurray region where the rate will be $90.00;

Zone 4

The area lying within the next 100 kilometers beyond the boundary of Zone 3, is Zone 4. For any job situated within this area, the Employer shall provide at his option on the 7 day a week basis:

(i) camp accommodation as noted above; or

(ii) mutually agreed room and board; or

(iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of $75.00 per day except for:

- the Fort McMurray region where the rate will be $90.00

Zone 5

The area lying beyond the outer boundary of Zone 4, or areas within the above noted zones which are inaccessible by automobile, is Zone 5. On jobs within Zone 5 only, the Employer will allow a return trip to the city in which the Union is centered [whichever is closer] after each 60 days of employment on the project and shall grant leave from work for a maximum period of 5 calendar days. Such trips shall be paid 1 way upon leaving the job site and reimbursed for the return upon reporting back to the job. Rate of reimbursement shall be the equivalent of train, bus or air fare only as appropriate.

On remote job sites [i.e. those within Zone 5] and when requested by the Employee due to having insufficient funds to return to point of hire, the Employer shall arrange transportation for the Employee to point of hire or supply the Employee with an advance on wages due.

In any case where the subsistence allowance prescribed herein is insufficient for the subject area, the adjustment of the subsistence allowance shall be based on an analysis by a joint committee of representatives of the Employer and of the Employees, using average room costs in the subject area [on the basis of 2 people per room], and average costs of meals using predetermined example menu items.

10.06 **Effect of unauthorized absence on Room and Board Entitlement.**

(a) When an Employee fails to report when work is available on the working day immediately preceding or following bad weather or recognized holidays other than for unavoidable causes, the Employee shall forfeit room and board for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an Employee fails to report to work on Friday when work is available, the Employee shall forfeit room and board for Friday, Saturday and Sunday. When Sunday is not a working day and an Employee fails to report to work on Monday when work is available, the Employee shall forfeit room and board for Sunday and for Monday. An Employee shall also forfeit room and board for absenteeism on any working day for other than unavoidable causes.

(b) The Employer may request proof of illness or injury by way of a letter from a medical doctor.

(c) In cases of illness or injury the Employer may choose to provide transportation expenses to point of hire rather than provide room and board entitlements.

(d) Where the Employer's costs are fixed [as for Camp accommodation or long term room leases] the Employee shall not be back-charged for such fixed costs, but, where subsistence allowance is paid then the Employee shall not be paid for days missed as detailed above.

ARTICLE 11.00 - DISMISSAL AND LAYOFF

11.01 When an Employee is laid off, 1 hours' notice shall be given by the Employer. The Employee has a responsibility to notify the Employer forthwith if the Employee is quitting employment prior to leaving the job site or at the latest prior to the next scheduled work day.

11.02 When an Employee is dismissed for just cause, no notice need be given by the Employer.

11.03 When an Employee is laid off, the Employee shall receive forthwith, in full, his/her wages, holiday pay and vacation pay, if possible. The Employee's final cheque will be either available at the Employer's office, if requested by the Employee, or post-marked within 24 hours. In the event the final pay cheque:

(a) is sent by mail and is not postmarked by the second day after the day on which the Employee was laid off, the Employee shall receive 4

hours pay for each day after the day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or

(b) is not delivered by hand, or picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 24 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

[The Employment Insurance Record of Employment, medical certificates and apprenticeship book shall be provided at the time of layoff, if possible, but not later than 5 working days following termination].

When an Employee quits or is terminated, final pay shall be given to the Employee or post-marked within 48 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:

(i) is sent by mail and is not postmarked by the second day after the day on which the Employee quit or was terminated, the Employee shall receive 4 hours pay for each day after the day after the second day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or

(ii) is not delivered by hand, picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 48 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

(c) The time constraints and penalties in 11.03 will also apply when payment is by direct deposit. When payment has been by direct deposit the Employer may process the final pay by cheque. The Employer may use direct deposit for the final pay to occur on the regular payday for the applicable pay period and thereby waive the time constraints and penalties in 11.03. Should the Employee not get the direct deposit on the regular pay day for the applicable pay period, in such a case, the provisions of Clause 9.07 will apply.

11.04 Termination slips shall be forwarded by all Employers to the Union office forthwith for all Employees who are laid off, quit, or discharged.

The Union shall supply the termination slips to be completed by the Employer.

The Employer shall forward all Client imposed site bans or other restrictions to the Union office forthwith and if possible in conjunction with the completed Employer termination slip.

11.05 On an industrial project where it becomes necessary to layoff, preference of employment shall be given to the Union members, subject to maintaining the apprenticeship ratio. Workers on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third.

ARTICLE 12.00 - UNION RIGHTS

12.01 The Employer agrees to employ the Members of the Union in the construction work to which Registration Certificate No. 9 applies. That may include the application, preparation, fabrication, assembling, altering, erecting, spraying, pouring, mixing, hanging, adjusting, moulding, repairing, dismantling, reconditioning, testing, and maintaining on the job, the heat and frost insulation of such materials as Magnesia, Asbestos, Cork, Mineral Wool, Infusorial Earth, Mercerized silk, Lax Fibre, Fire Felt, Fiberglass, Urethane, Foamglass, Styrofoam, Polythene, Metal Cladding or other protective coverings used in our craft, or substitutes for those materials, or engage in any labour connected with the handling of vehicles and insulation materials on the job site and including clean-up. The above mentioned is to include application on hot and cold surfaces of thermal refrigeration protective coating.

12.02 The Business Manager and/or Business Agent shall have access to all jobs covered by this Agreement provided the Business Manager and/or Business Agent reports to the Employer representative.

12.03 The Union may appoint 1 qualified tradesman as a Job Steward on each project, or may have 2; 1 Job Steward being an alternate. The Union shall advise the Employer, in writing, of the name of each Job Steward appointed.

Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the "Canadian Model for providing a safe workplace - Alcohol and Drug Guidelines and Work Rule" [as amended from time to time].

A Job Steward on the project is to be allowed to investigate all complaints and is allowed to act as a spokesman for the Employees and is not to be discriminated against by the Employer.

12.04 **(a)** On industrial projects where 6 or more Employees are employed the Employer, where practical, will supply a warm, dry, clean, secure room for the Employees to change and dry their clothes; store and lock-up Employees and Employers tools. When the Employer provides change rooms, they shall be equipped with exhaust fans.

There should be 10 L/s f per square meter of floor space which equals English units as 2.0 cfm per square foot of floor space. An example is if the change room is 10 feet wide by 30 feet in length, an exhaust fan of 600 cfm capacity would be required. [10 x 30 x 2 cfm = 600 cfm]

(b) A separate, warm, clean, dry lunch room shall also be provided for the specific purpose of eating lunch and/or having coffee breaks. Lunch rooms shall be equipped with exhaust fans. Alternate coffee break locations to be designated by the Job Steward and the Employer representative.

12.05 There shall be ample time allowed each day for cleanup, such time to be set by the Job Steward and the Employer's representative.

Employers shall provide cleaners such as solvents, waterless hand cleaners, soap, rags and/or toweling modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department inspection.

12.06 Under no circumstances shall any material [with the exception of personal tools] pertaining to any jobs be carried in private vehicles without compensation. Such compensation is to be agreed between the Employer and the Employee. Such use of the Employee's vehicle shall be incidental and not routine.

12.07 Employers shall not accept or transfer Employees from another Employer unless mutually agreed to by the Employers and the Union.

ARTICLE 13.00 - HIRING PROCEDURE

13.01 The Parties agree that they will not enact or enforce any By-law, local rule(s) or constitutional provision within their respective organizations that has the effect of contravening any provision of this Collective Agreement.

13.02 The Union agrees to provide the list of available unemployed members to any Employer on request of the Employer(s).

13.03 **(a)** The Employers may transfer workers from other work being performed by the same Employer within the area jurisdiction of the Union without restriction, except that those Employees who have been hired by name for commercial work may only be transferred to industrial work with the agreement of the Union.

(b) When one or more Employees have been transferred to or from an industrial job, the Employer shall notify the Union in writing, by facsimile transmission or otherwise, of the job site to which the Employee or Employees have been transferred.

(c) The Employer may transfer workers from projects not covered by this collective agreement to projects covered by this collective agreement only with the mutual agreement of the Union.

13.04 **(a)** The Employer agrees to employ the Members of the Union for industrial work coming within the jurisdiction of the Union in accordance with the following procedure:

(i) Hire a crew of the first 3 people required for each project by name from the list of available unemployed workers maintained at the Union Office.

(ii) Beyond the first3 people referred to in (i) above, the hiring procedure shall be as follows:

- 2 from the top of the list of available unemployed workers maintained at the Union Office and then 1 by name.

The process described above shall be repeated as often as required to fulfill the Employers requirements.

(b) In addition to the above, the Employer may hire by name any person who will be engaged as a Foreman, provided, however, that the Employer shall not have on any crew more Foremen who were name-hired as Foremen than the number required to meet the ratios in Clause 9.03.

(c) The Employer may employ any members of the Union for commercial/institutional work by name from the list of available unemployed workers maintained at the Union office.

(d) The Union shall issue a referral slip forthwith upon referring each worker to an Employer. Such slips may be issued electronically.

13.05 The Employers agree to hire members of the Union for all insulation work requiring their services. If, after 24 hours, excluding Saturdays, Sundays and Statutory Holidays, the Union is unable to supply qualified Journeymen or Apprentices acceptable to the Employer then the Employer has the privilege of hiring other personnel. These persons shall receive clearance through the Union Offices and such workers shall file application for membership with Union Offices within 15 days from the start of employment. If the apprenticeship ratio cannot be maintained the Employer and the Union agree to jointly recommend an exemption, as provided for by the Apprenticeship regulations.

13.06 In the event that Union members are out of work and are available, it is agreed that non-members shall be replaced by Union members, if the Union requests to, provided each replacement is acceptable to the Employer in accordance with the practice set out in Article 13.05, and there is no additional transportation costs to the Employer to affect the replacement and, further, providing that the apprenticeship ratio is maintained.

If workers who are not members of the Union are hired they shall become Union Members within 90 days of the date they were hired. They shall remain members in good standing as a condition of their continued employment with the company.

13.07 The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new Apprentices who will join the Union.

It is intended that RAP students will work under and be paid in accordance with the Guidelines for Employment developed and amended from time to time by the Trustees of the Alberta Unionized Continuing Education Trust Fund. The provisions of this Collective Agreement, with the exception of this Clause, will not apply to the employment of RAP students.

ARTICLE 14.00 - LOCAL RESIDENTS

14.01 LOCAL RESIDENTS

(a) A Local Resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than 6 months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.

Guidelines for determining "Real Residency"

In making the determination as to whether a person is a "Local Resident" for the purposes of the Collective Agreement such as Local Residency or entitlement for daily subsistence, the following factors will be taken into consideration:

- the dwelling place of the person's spouse and dependents;
- personal property and social ties to the community;
- residential ties elsewhere;
- performance and purpose of residence in a particular community;
- documentation of;
  - **(i)** property tax and rent receipts, telephone, gas or other utility receipts;
  - **(ii)** driver's license
  - **(iii)** vehicle registration or pink card;
  - **(iv)** income tax;
  - **(v)** unemployment insurance documents;
  - **(vi)** voters' list registration;
  - **(vii)** Employee benefit fund administration registrations.

(b) Local Residents residing within a 45 km. radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.

Local Residents residing between a 45 kilometer radius and a 75 kilometer radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of $30.00 per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of $15.00 will be paid for each day worked. For the purposes of determining local residents in the

Fort McMurray area, residents of Anzac and Saprae Creek will be considered to be residents of Fort McMurray for projects north of Fort McMurray and residents of Fort McKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray.

(c) Where a Camp Kitchen is established and where all workers, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to receive hot soup as well.

(d) Where a Local Resident Employee is required to work overtime, the Employee shall be entitled to overtime meals in accordance with this Agreement.

(e) The parties agree that the early participation of qualified local resident Employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradespeople will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the parties.

The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members the Parties will meet and address the issue.

ARTICLE 15.00 - APPRENTICESHIP

15.01 As a condition of employment all prospective Apprentices shall become registered in and be governed by the established Apprenticeship Program at the date of hire.

Apprentices shall be registered by the Apprenticeship Board. They shall be governed by the established Apprenticeship Program of the Province of Alberta. The continuation of the Apprenticeship Program shall be the joint responsibility of the parties to this Agreement.

In the hiring of Apprentices the Employer shall give preference to those duly registered Apprentices who are members of the Union and are registered as unemployed at the Union Office.

15.02 Subject to the Union's ability to supply Journeymen, the Employer may employ up to 1 Apprentice for each 2 Journeymen. Notwithstanding the forgoing, the Union may dispatch Apprentices beyond this ratio to be utilized for material handling only. The ratio shall exclude fourth year Apprentices from the equation in accordance with Alberta Apprenticeship and Industry Training Regulations.

15.03 An Apprentice in his/her final year of apprenticeship may execute work unaccompanied by a Journeyman when a Journeyman is not readily available and the Business Manager and/or Business Agent are notified, but under no circumstances shall an Apprentice be classified as a Journeyman.

ARTICLE 16.00 - GRIEVANCE PROCEDURE

16.01 Any dispute, grievance or misunderstanding between the Employer, the Association, an Employee, and/or the Union concerning the interpretation, application, operation or an alleged violation of this Agreement shall be settled without stoppage of work or walkout as follows:

16.02 Any Employee, Employees, and/or Union who has a grievance within the terms of this Agreement shall put the same in writing within 21 calendar days not including General Holidays and having been duly signed shall present the same to the Shop Steward or, if there is no Shop Steward, then to the Employer, who with the Business Agent will discuss the matter.

The Employer or the Registered Employers' Organization who has a grievance with respect to this Agreement shall put the same, in writing, within 21 calendar days not including General Holidays and having been duly signed shall present the same to the Business Agent, or any officer of the Union, or if none are available, the Shop Steward and the same shall thereupon be discussed with the Union.

Pre-Arbitration Process

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

(b) In the event a party serves notice of an intention to bypass the JGP the matter may be referred to arbitration within 10 days [excluding

Saturdays, Sundays, and Statutory Holidays] of such notice being served.

(c) Such JGP will consist of 2 appointees of the Employer and 2 appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.

(d) The JGP shall hold a hearing into the matter within 10 days [excluding Saturdays, Sundays, and Statutory Holidays] of being appointed and shall issue their recommendation forthwith, but in any event within 3 days [excluding Saturdays, Sundays, and Statutory Holidays] of the date the hearing was held.

(e) Each of the parties shall advise the other, within 5 days of receipt of the recommendation [excluding Saturdays, Sundays, and Statutory Holidays], as to whether they accept or reject the recommendation.

(f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days [excluding Saturdays, Sundays, and Statutory Holidays], or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.

(g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration as referenced below within 10 days [excluding Saturdays, Sundays, and Statutory Holidays] of receipt of the JGP recommendations.

(h) No lawyers shall be permitted to participate in the JGP proceedings.

If the above pre-arbitration process is not utilized, the grievance of either Employee, Employer, Registered Employers' Organization, or Union is not settled to the satisfaction of either party within 7 days from the date upon which written grievance was presented to the other side, the party dissatisfied shall, by written notice, notify the other party of their desire to appoint a grievance board within 5 working days. The Union and the Employer shall each appoint 1 member to represent the respective parties, and the 2 members so appointed shall endeavor to select an independent chairman within 5 working days.

16.03 Failing to agree within 5 working days on the selection of an independent chairman, the 2 appointees shall request the Minister of Labour to select a chairman.

16.04 The grievance board so established shall have the authority to interpret this Agreement and apply the provisions of this Agreement and it shall not alter or direct an alteration to this Agreement or make any deletions or additions hereto.

16.05 The grievance board may dispose of any discharge of discipline grievance in any manner which it considers just or equitable.

16.06 The majority decision of the grievance board shall be final and binding upon both parties.

16.07 The Employer and the Union agree that the cost of the Arbitrator or Arbitration Board shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator or Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of $300.00 per day for each nominee.

16.08 Notwithstanding Clause 16.07 above, the Arbitrator or Arbitration Board may exercise discretion in an appropriate case to rule that the cost of the Arbitration Board or Arbitrator is shared equally.

16.09 If it appears that any portion of the Agreement contravenes Federal or Provincial legislation or regulations, such provisions shall be inoperative but the balance of the Agreement shall continue in full force and effect.

16.10 Any of the above time limits respecting a grievance can be extended if mutually agreed by both parties in writing. Such consent will not be unduly withheld.

16.11 As an alternative procedure to that outlined, commencing with Clause 16.03 the following procedure shall be used if mutually agreed in writing between the Employer and the Union.

(a) The steps prescribed in Clause 16.01 and 16.02 shall apply.

(b) If the matter of complaint is not then settled within 10 days [excluding Saturdays, Sundays and General Holidays], it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.

(c) Should the Employer and the Union fail to agree on the appointment of a single Arbitrator within 14 days from the date of referral, the appointment shall be made by the Minister of Labour.

(d) The single Arbitrator shall have the same authority as an Arbitration Board and shall make his/her decision within 14 days of his/her appointment.

(e) The Employer and the Union agree that the cost of the Arbitrator shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator.

(f) Notwithstanding (e) above, the Arbitrator may exercise his/her discretion in an appropriate case to rule that the cost of the Arbitrator is shared equally.

(g) The single Arbitrator shall not alter, amend or change the terms of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.

(h) By mutual consent of the parties the foregoing time limits may be extended. Such consent will not be unduly withheld.

ARTICLE 17.00 - JURISDICTIONAL DISPUTES

17.01 A jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union(s) or between the Employer and the Union in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.

17.02 Any jurisdictional dispute arising between the parties to this agreement with any of the affiliated trade organizations comprising the Alberta [and N.W.T.] Building Trades Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.

17.03 In any event, there shall be no work stoppage over any jurisdictional dispute.

ARTICLE 18.00 - TOOLS, EQUIPMENT, ETC.

18.01 Employees are to supply tools as per the Tool List. Such tools are subject to verification by the Employer upon employment during regular working hours in the presence of the Employee. The Employee's personal tools shall be in good condition when the Employee hires on to a job and they shall be maintained and kept in good condition for the duration of employment.

Minimum for all Workers

1 – Toolbox with Lock
2 – Insulation Knives (suitable for Cal-Sil and fiber insulations)
1 – Utility Knife
1 – Pruning Saw
1 – Keyhole Saw
2 – Tape Measures (min 10')
1 – Small Divider 6-8"
1 – Large Divider 10-12"
1 – Tin Snips 10-12"
1 – Metal Masters M1
1 – Metal Masters M2
1 – Scratch Awl
1 – Nipper (7 or 8")
1 - #2 Robertson Screwdriver
1 – Adjustable Try Square
1 – Bullnose or Pointer Trowel 5-6"
1 - Hammer

Additional for Commercial Workers

1 – 8" Scissors
1 – 4" Paste Brush

Optional Tools

1 – Tool Pouch or Carryall
1 – Circumference Tape
1 – Chicken Wire Hook (Cotter Pin Extractor)
1 – Hand Egg Beater Drill
1 – Folding Pliers
2 – Spring Clamps
1 – Pop Riveter
1 – Seam Separator/Pizza Cutter
1 – Marking Gauge
1 – Band Tensioner

Optional tools can be supplied by the Employee for personal use if they so choose. However they are not required to do so and any required optional tools will be supplied by the Employer on as needed basis during employment.

18.02 Where Employees are required to work with stainless steel cladding and they ruin their metal cutting tools on this material, those tools will be replaced or paid for forthwith [at retail cost]. Alternately, at the discretion of the Employer, the Employer may provide metal cutting tools.

18.03 The Employer shall supply rubber or polythene gloves, hand cleaners and brushes when the Employees are working with foamglass and all types of mastics. The Employer also agrees to supply major cutting tools.

18.04 Any Employee working on spraying shall be supplied with coveralls, work gloves and rubber boots.

18.05 The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

18.06 Where the Employer is responsible for the transportation of the Employees tools [i.e. Fly in/Fly out] the timelines for initiation the transportation of the Employee's tools shall be as follows;

(a) If the Employee is subject to a layoff, return transportation of the Workers tools shall be initiated within 3 business days. Tools to be transported to the Employers premises in Edmonton or the Union dispatch hall from which the Worker was dispatched.

(b) If the Employee is terminated or quits, return transportation of the Workers tools shall be initiated within 5 business days. Tools to be transported to the Employers premises in Edmonton or the Union dispatch hall from which the Worker was dispatched.

ARTICLE 19.00 - HEALTH AND WELFARE FUND

19.01 **(a)** Employers bound by this Agreement shall pay the amount indicated in the wage schedule for all hours worked by Employees engaged in the insulation trade into a jointly administered Health and Welfare Fund. Contributions shall be remitted not later than the fifteenth day of the following month to the Asbestos Workers Insurance Benefit Trust Fund, 9335 – 47 Street, Edmonton, Alberta T6B 2R7.

(b) Employers bound by this Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Insurance Benefit Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Collective Agreement.

An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:

(i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such

Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;

(ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;

(iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and

(iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.

(c) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to 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(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a 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 20.00 - PENSION TRUST FUND

20.01 **(a)** Subject to Clause 20.01(a)(iii) Employers engaged in Commercial/Institutional work bound by this Agreement shall pay the amount indicated in the wage schedule for all hours worked by Employees engaged in the insulation trade into a Pension Trust Fund solely trusteed and administered by the Union.

(i) Contributions shall be remitted to the Asbestos Workers' Pension Plan of Alberta, 9335 - 47th Street, Edmonton, Alberta, T6B 2R7, not later than the fifteenth day of the following month.

(ii) Subject to Clause 20.01(a)(iii), Employers engaged in Industrial work bound by this Agreement shall pay the amount indicated in the Wage Schedule for all hours earned [ie. at the applicable rate] by Employees engaged in the insulation trade into a Pension Trust Fund solely trusteed and administered by the Union.

Contributions shall be remitted to the Asbestos Workers' Pension Plan of Alberta, 9335 - 47th Street, Edmonton, Alberta, T6B 2R7, not later than the fifteenth day of the following month.

(iii) Notwithstanding the wage schedules herein for Temporary Foreign Workers, a person who is a Temporary Foreign Worker may make application to the Plan to be paid in accordance with the generally applicable wage schedules, and to have contributions made to the Plan accordingly.

(iv) Notwithstanding (i) and (ii) above, if an Employee is engaged in employment for which the Employer's contributions are to be made to the Plan, and the Employee is both 60 years of age or older and is receiving a pension from the Asbestos Workers' Pension Plan of Alberta, the Employee may make an application to the Administrator of the Asbestos Workers' Pension Plan of Alberta, for the future pension contributions that would otherwise be payable by the Employer to the Asbestos Workers' Pension Plan of Alberta, to be paid in accordance with the appropriate wage schedule herein.

(v) Upon the approval of the Administrator of the Employee's application for payment of the pension contribution as wages to the Employee, and notification to the Employer of such

approval, the Employer shall be relieved of any obligation under the Collective Agreement and Plan to remit future pension contributions to the Asbestos Workers' Pension Plan of Alberta for that approved Employee.

(b) Employers bound by this Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Pension Plan of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Collective Agreement.

An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:

(i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;

(ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;

(iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and

(iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5%

of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses;

provided that in no event shall an Employer be obligated to pay to the Trustees of this Trust Fund on account of the costs and expenses of the inspection or audit of the Employer's employment records or payroll and wage records an amount in excess of that which the Employer is required to pay on account of the audit or inspection made under the authority of the Trustees of the Health and Welfare Trust Fund as allowed by Clause 19.01(b) of this collective agreement. The Trustees may waive the payment of all or any part of such costs or expenses.

(c) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his/her own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to 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(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a 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 21.00 - SUPPLEMENTARY PENSION TRUST FUND

21.01 Journeymen employed on Industrial work falling within the scope of this Collective Agreement agree to have deducted from their wages, for each hour or portion thereof worked, $2.00 in respect to the Insulators Supplementary Pension Trust Fund.

The Employer agrees to deduct the above amounts from the Employees weekly wages and remit these contributions to the;

Insulators Supplementary Pension Trust Fund
c/o Servus Credit Union
12750 – 127 Street
Edmonton, Alberta
T5L 1A5

hereinafter referred to as the Trust Administrator. Such contributions to be forwarded by the Employer to the Trust Administrator not later than the fifteenth day of the following month accompanied by a completed remittance form showing the amount of contributions and Social Insurance Number for each Employee. 1 copy of the Remittance form is to be mailed to the appropriate Union. For those Employers whose payroll is paid out by direct deposit, these contributions will be direct deposited by the Employer.

21.02 The Insulators Supplementary Pension Trust Fund shall be administered as a Group RRSP by the Trust Administrator, who shall receive contributions as noted in 21.01 above and who shall credit the amounts received to the individual accounts established for the Employees. Each Employee will have credited to his/her account the full amount of the contribution submitted on his/her behalf. Each Employee will be responsible for directing the Trust Administrator to invest contributions made on his/her behalf into his/her choice of the investment options available through the Trust Administrator. Administration fees charged by the Trust Administrator in respect to each Employee's account will be paid directly from that Employee's account or by such other arrangement as may be acceptable to the Trust Administrator.

21.03 The choice of Trust Administrator shall be reviewed once each year by the Chairman of the Association Negotiating Committee and the Business Manager of the Union. The Business Manager and the Trade Division Chairman must be in agreement to change the Trust Administrator.

21.04 Pension benefits paid out for each Employee will be determined solely by that Employee, based on the balance of the Employees' RRSP account at the time the Employee chooses to retire, provided such payments comply with all Federal and Provincial legislation pertaining to Registered Retirement Savings Plans.

21.05 Contributions to this Fund will be made solely by the Employee and all such remittances sent to the Fund on behalf of an Employee will be considered a payment of wages. The Employer's liability to this Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

21.06 The rights of the Union to take action on behalf of its Member(s) for failure to make payments to the Insulators Supplementary Pension Trust Fund, as

required by this Article, shall be the same as their rights to take action in respect to a failure to pay wages.

ARTICLE 22.00 - INSULATORS' TRAINING TRUST FUND OF ALBERTA

22.01 **(a)** Employers bound by this Agreement shall pay the amount indicated in the wage schedule for all hours worked by Employees engaged in the insulation trade into a jointly trusteed and administered Training Trust Fund. Contributions shall be forwarded, along with union dues remittances, to the Secretary Treasurer of the Insulators and Allied Workers Local #110, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the fifteenth day of the following month, such moneys to be held in trust by the Secretary Treasurer until forwarded in turn to the Fund in accordance with arrangements made between the Secretary Treasurer and the Trustees of the Fund.

(b) Employers bound by this Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which establish the Insulators' Training Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Collective Agreement.

An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:

(i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;

(ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;

(iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and

(iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.

(c) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to 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(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a 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 23.00 - UNION / EMPLOYERS' DUES, AND PITT FUND

23.01 UNION DUES DEDUCTION

Upon written request from the Employees, the Employer agrees to deduct from each weekly pay cheque [bi-weekly for commercial/institutional work] basic union dues plus supplementary union dues, and forward same to the Secretary Treasurer of the Union, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the fifteenth day of the following month. Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of union dues to be deducted from each Employee.

The Employer, upon written notification [copy to Employee] by the Union, will deduct additional dues in an amount specified by the Union for any Employee that is in arrears with the Union. Such additional dues shall be remitted to the Union by the fifteenth day in the month following the notification being received. In the case of Union members such notification to the Employer will only occur after the Member has become 8 weeks in arrears and has not paid within 30 days of notice or after 30 days' notice of a lesser amount at the end of a calendar year.

23.02 ALBERTA BUILDING TRADES COUNCIL CHECK-OFF

The Employer shall deduct $0.06 per hour worked as a check-off for possible forwarding to the Building Trades of Alberta. Such deduction shall be paid for each and every Employee covered by the terms of and operation of this Collective Agreement. The moneys so deducted shall be remitted in the same manner as Union dues are remitted under this Collective Agreement and within the same time frames. The Union shall determine their affiliation and funding of the Building Trades of Alberta and/or the Canadian Office of the Building and Construction Trades Department.

23.03 INSULATION CONTRACTORS INDUSTRY FUND

(a) The Parties hereto agree to the establishment of and do hereby establish an Insulation Contractors Industry Fund.

(b) Each Employer bound by this Collective Agreement shall contribute to the said Fund at an hourly rate set out in Clause 23.03(d) hereof, such rates being for each and every hour worked by an Employee under the job classifications set out in this Collective Agreement.

(c) The Parties agree that such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions

are in excess of the wage rates set out in the Collective Agreement and do not constitute a payment of wages or any portion of a payment of wages. All hours worked by all Employees in the said classifications in a month shall be calculated by the Employer and electronically imported to the Association's no later than the twenty-fifth day of the month following the month to which the hours apply. All funds collected in a given month shall be forwarded to the Thermal Insulation Association of Alberta (TIAA) in the month following collection by the Association. The Association will provide with the funds, a report detailing the month(s), the Contractor(s) payment is being forwarded on behalf, individual dollar or hour amounts will not be forwarded. TIAA shall use the funds for the promotion, improvement, expansion, and protection of the Thermal Insulation Industry and at no time may any of the contributions be used in any way to the detriment of the Union or any of its members. A portion of the said fund shall be used in training courses for both bargaining unit and managerial personnel who are applicable to the advancement of the Industry.

(d) The rates of the said contributions shall be determined by the Trade Division and amended from time to time on notice of no less than 30 days to all known affected Employers, shall be $0.15 per hour worked.

(e) Notwithstanding anything in this Collective agreement, the Association may file a grievance against any Employer bound by this Collective Agreement who has violated any of the provisions of this Clause 23.03. Immediately upon the filing of a grievance, the following rules will apply:

(i) The Employer shall, within 5 days of the filing of the grievance, provide all records of all Employees who worked at any site covered by the job duties listed in this Collective Agreement during the time covered in the grievance.

(ii) Within 5 days of the receipt of the records in (i) above, the parties shall meet to discuss a resolution of the grievance.

(iii) Failing satisfactory settlement of the grievance as a result of the meeting in (ii) above, or if the Employer refuses to supply the records or meet with the Association, within 5 days of the meeting or the date scheduled for the meeting or within 5 days of the last day the Employer was to supply the information required by (i) above, if no information was supplied by the Employer, the Association may refer the grievance to an arbitrator chosen by the parties to the

grievance or, if the parties to the grievance do not agree upon an arbitrator, to another arbitrator chosen by the Association, who shall sit as a single arbitrator and resolve the grievance.

(iv) The arbitrator shall be bound by the following rules:

A hearing date to hear evidence in the dispute shall be set within 14 days of the referral of the matter to the arbitrator, who shall have the power at the request of either party to order pre-hearing production of documents for all relevant documents in the possession or power of the Union, the Employer or the Association.

All monies not paid for the time in dispute, if a violation is found, shall be ordered paid to the Association as provided in this Collective Agreement.

If monies are found owing under this Article, the party directed to pay the monies shall pay for the entire costs of the arbitration.

If monies are not found to be owed, the party filing the grievance shall pay all costs of the arbitration.

The arbitrator shall render his/her decision within 30 days of the conclusion of a hearing into the issue set out in the grievance.

23.04 **CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION DUES AND CLR INITIATIVES**

(a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.

The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be $0.07 per hour for each and every hour worked by Employees of the Employer that are affected by construction Registration Certificate No. 9 and by this Collective Agreement. This amount may be amended from time to time, and notice to the Employer of an amendment shall be sufficient to amend this obligation.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 165 of the Labour Relations Code and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

(b) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Audiometric Program, and for Workforce Development Initiatives such as Helmets to Hardhats Canada and Trade Winds To Success. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

(c) All cost relating to the administration of the fund(s) shall be borne by the Association.

23.05 PROMOTION OF THE INSULATION TRADE TRUST ("PITT")

(a) The amounts specified in the wage schedules in Article 9.00 designated as "PITT" shall be contributed by the Employer for every hour that an Employee covered by the terms of this Agreement is employed. The amounts contributed shall be based on total hours worked including overtime.

(b) All such contributions shall be recorded by the Employer on forms to be provided by the Union listing the names of Employees, Union ID number, and hourly contributions of each Employee, and forwarded with a cheque in the required amount, on or before the fifteenth day of the month following the month for which such amounts have been withheld, to the "Promotion of the Insulation Trade Trust Account" in care of the Union. A copy of the said form to be retained by the Employer.

An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records

arranged or made under the authority of the Trust Agreement provided that:

(i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;

(ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;

(iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and

(iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.

(c) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to 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(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a 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.

(d) The terms of the Agreement and Declaration of Trust shall govern the operation and administration of the PITT and any changes made to the Declaration of Trust by the Trustees, must be ratified by the Parties to this Collective Agreement. Any increase to the amounts to be contributed as proposed by the Trustees must also be ratified by the Parties to this Collective Agreement.

(e) Under no circumstances shall any portion of the PITT Fund be used for any use or purpose prohibited by the *Labour Relations Amendment Act 2008* or the *Labour Relations Code.*

ARTICLE 24.00 - WORKPLACE HEALTH AND SAFETY

24.01 The Employer shall ensure, as far as it is practicable to do so, the health and safety at work of his/her Employees. Every worker shall cooperate in the achievement thereof.

24.02 It is understood and agreed that the parties to this Agreement shall, at all times, comply with the regulations of the Occupational Health and Safety Act. No Employee will be discharged or disciplined when insisting on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the regulations, after being duly warned, will be sufficient cause for dismissal.

24.03 Upon written request from the Union, the Employer shall endeavor to provide information on insulation products to the extent such information is available from manufacturers and/or suppliers.

24.04 The Health and Safety Representative employed by the Union may have access to all job sites covered by this Agreement provided the consent of the Owner or the Owner's representative is obtained and the Employer or the Employer's representative is notified. The Health and Safety Representative may conduct an inspection of the job site, as deemed necessary, provided the work of any Employee is not interfered with. The Health & Safety Representative shall make any recommendations to the Employer deemed necessary to improve the health and safety conditions on the job site.

24.05 The Employer shall supply all necessary safety equipment including approved respirators and/or face masks at no cost to the Employee. Respirators and/or face masks shall be stored in a convenient, clean, and sanitary location on the job site. Respirators and/or face masks shall be selected on the basis of hazards to which the Employee is exposed. They shall be selected from the latest listing of N.I.O.S.H. The Employer further agrees to provide all protective clothing or equipment according to the Occupational Health and Safety Act at no cost to the Employee. The Employer shall have a first aid kit on all projects. The Employees must, at all times, preserve the safety equipment they use and not abuse or willfully destroy the equipment supplied by the Employer.

24.06 On work sites where 20 or more Employees are employed, there shall be a Joint Work Site Health and Safety Committee established to ensure, as far as it is reasonably practicable for them to do so, the health and safety of all Employees. There shall be equal representation from the Employer and the Union. The Union Health and Safety Representative shall be considered a committee member, if so desired, by the Employees. The Union and the Employer shall alternate as Chairman and the Committee shall meet weekly.

This Clause shall not apply where the Employees are represented on a government designated Work Site Health and Safety Committee.

24.07 Prior to the Union dispatching Employees, the Employer will have those who have less than 30days left on their pulmonary function test card go to a Provincial Board of Health designated Official who will conduct such examinations. Any fee payable for the examination will be paid for and be the responsibility of the Employer with whom the Employee is next employed by.

24.08 Workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

24.09 Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

(a) Safety boots shall be CSA approved, Grade 1 [green triangle], in good condition, and at least 6 inches high from the sole of the boot.

(b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

Any specific requirements in addition to the above shall be required to be detailed as part of the dispatch request.

ARTICLE 25.00 – ALCOHOL AND DRUG POLICY

25.01 **Concurrence**

Except for the matters set out in Clause 25.02 and 25.03 below, the *Canadian Model* dated October 8, 2014, Version 5.0, [the "*Canadian Model*"], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

25.02 **Random Testing**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

25.03 **Site Access Testing and Dispatch Conditions**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the Owner or if the Owner itself imposes site access testing, section 5.5 of the *Canadian Model* will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the *Canadian Model* with respect to such a positive test.

25.04 **Test Results**

The Employer, upon request from an Employee or former Employee, will provide the confidential written report issued pursuant to 4.9 of the *Canadian Model* in respect to that Employee or former Employee.

25.05 **Collection Site Documentation**

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections II (10) and/or III (11) of Appendix A of the *Canadian Model*.

25.06 **Reasonable Cause and Post Incident Testing**

Any drug testing required by the Employer pursuant to 4.4, 4.5 or 4.6 of the *Canadian Model* shall be conducted by oral fluid testing in accordance with 4.8.2 of the *Canadian Model*.

Point of Collection Testing (POCT)

If an employer requests a worker to participate in a POCT risk assessment pursuant to 4.8.5 of the Canadian Model v. 5.0, and the worker provides the urine sample, and the laboratory drug test is negative, the worker shall be paid for any time that worker would have otherwise worked while waiting, for the laboratory results, except for such discipline that was justified by the worker's conduct in respect to the incident or reasons for the test request. If the worker declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the worker shall not be entitled to any pay for time the worker would have otherwise worked while waiting for the laboratory result.

ARTICLE 26.00 - SUBCONTRACTING

26.01 The Employer agrees not to sublet or contract any work within the scope of this agreement, and within the scope and operation of Registration Certificate No. 9, unless the contractor to whom the work is sublet, is bound, or becomes bound by this collective agreement, unless an exception is made by an agreement between the Business Manager of the Union and the Employer.

ARTICLE 27.00 - SAVING CLAUSE

27.01 Should any Article, any provision or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby. It is understood that the provisions of this Agreement will apply only in-so-far as the authority to bargain those provisions have not been exceeded.

ARTICLE 28.00 - GENERAL

28.01 A Joint Trades Board shall be established consisting of 3 members from the Union and 3members from the Association. Both parties may have 1additional guest at meetings of the Joint Trade Board, but such guests shall not be official members of the Board.

28.02 Meetings of the Joint Trade Board will be scheduled 3 per year for the duration of the agreement as follows:

2015: May 13, September 16
2016: January 13, May 11, September 7
2017: January 11, May 10, September 13
2018: January 10, May 9, September 5
2019: January 9

In the event rescheduling of the above meetings is required, the Joint Trade Board shall convene a meeting within 2 weeks of the date on which it was originally scheduled to meet.

ARTICLE 29.00 - ENABLING

29.01 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area the terms and conditions in this Agreement, for that project or specific geographical area, may be modified by the mutual consent of the Business Manager of the Union and of the Association signatory to this Agreement when they deem it prudent. This may be done before or after a project has been tendered.

29.02 It is understood and agreed that where mutual agreement for such change cannot be achieved the request shall not be subject to either Grievance or Arbitration.

29.03 It is understood and agreed that any Article or Articles of this Agreement which are modified through enabling will only apply to that Employer or Employers which were initially bidding on the specific project which has been mutually agreed to for enabling. Any Employer which is certified or gives the Union voluntary recognition after the closing of a bid, on that specific enabled project or projects, will not be entitled to the benefit of any enabled provisions but will, instead, abide by all of the terms and conditions of this Agreement.

29.04 Under 29.01 above, terms, conditions and wages contained herein may be varied, altered, amended or modified by the mutual agreement of the parties.

29.05 The parties agree that where it can be determined that an Employer has sub-contracted work within the jurisdiction of the Union to an Employer who is not party to this Collective Agreement then that Employer shall not be entitled to utilize the enabled terms and conditions for any project for which enabled terms are agreed to.

29.06 **"Blanket Enabling" for Commercial/institutional Projects**

Notwithstanding the foregoing, any Employer who wishes to apply a rate to a commercial/institutional project that is less than the rate set out in this Agreement respecting such a project shall so advise the Registered Bargaining Agent for the Employers [the Association] of the minimum Journeyman base rate necessary to be competitive in the tendering of the identified project. In the event only 1 such contractor so contacts the Association respecting the project identified, the Association shall advise the Union of the project and of the rate determined for that project prior to the tendering respecting the said project, and the rate so identified shall be the minimum rate for the Journeyman Employees of the said Employer who are engaged on the said project and the minimum rates for other Employees of the said Employer on the said project shall be calculated on the said minimum Journeyman rate.

In the event more than 1 Employer advises the Association of an intent to apply a lesser minimum Journeyman base rate to a particular project, then the Association shall convene a meeting of the Employers who so advise the Association of such intent, and the minimum Journeyman base rate to be applied to such project shall be decided by the meeting of such Employers. The Association shall advise the Union of the project and of the rate so determined for that project prior to the tendering respecting the said project, and the rate so identified shall be the minimum rate for the Journeyman Employees of the said Employers and only of the said Employers who are engaged on the said project and the minimum rates for other Employees of the said Employers on the said project shall be calculated on the said minimum Journeyman rate.

29.07 Blanket Enabling of Commercial/institutional Work [Health and Welfare, and Pension Contributions]: Notwithstanding Clause 29.03, and without limiting the prerogatives of individual Employers set out in Clause 29.06, all current and future commercial/institutional work may at the Employer's discretion be enabled by waiving the Employer's obligation to contribute on behalf of its Employees to the Health & Welfare Plan and the Pension Plan.

ARTICLE 30.00 - PRODUCTIVITY

30.01 There shall be no limit on the production by Employees or restriction on the full use of machinery, appliances, or tools used in connection with the application of materials.

ARTICLE 31.00 – RESERVE FORCES

31.01 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Force" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.

ARTICLE 32.00 - TERM OF AGREEMENT

32.01 The Agreement shall be in full force and effect from the 1st day of May, 2015, up to and including the 30th day of April, 2019, and thereafter it shall be renewed from year to year unless notice for change is given as set forth below.

Should either party wish to change this Agreement they shall give notice of such desire to the other party not less than 60 days or more than 120 days prior to the 30th day of April 2019, or any subsequent anniversary date. Notice shall be given in writing, by registered mail, to either party.

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.

It is mutually agreed by both the Employer and the Union that every effort shall be made by both parties to this Agreement to conclude negotiations for a renewal of the Agreement prior to May 1, 2019 should changes be desired by either party.

Signing Page

This Collective Agreement is signed this 17th day of June, 2015 in Edmonton, Alberta by and between the parties signatory hereto:

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING

by and between

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION
INSULATORS (PROVINCIAL) TRADE DIVISION
(hereinafter referred as the "Association")
and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110
(hereinafter referred as the "Union")

Re: Grandfathering of Current Projects

Whereas the Parties have entered into a Collective Agreement for a term from May 1, 2015 to April 30, 2019, and thereafter as set out in the said Collective Agreement; and

Whereas, at the time the Collective Agreement came into effect, there were projects on-going on which the minimum terms and conditions of employment were as set out in the commercial/institutional provisions of the prior Collective Agreement, or were put into place pursuant to the agreement of the Parties under the "Enabling" provisions of the prior Collective Agreement;

Now Therefore It Is Agreed between the Parties hereto that:

1. On all Commercial/institutional projects which were tendered prior to the effective date of the Collective Agreement, the minimum "Enabled" terms and conditions of employment that were in effect immediately prior to the effective date of the Collective Agreement shall continue to be the minimum terms and conditions for the duration of the projects for which they were intended; and

2. On all Industrial projects which were tendered prior to the effective date of the Collective Agreement and for which the minimum terms and conditions of employment were set by agreement pursuant to the "Enabling" provisions of the prior Collective Agreement, the said agreed enabled minimum terms and conditions of employment shall continue to be the minimum terms and conditions for the duration of the projects for which they were intended.

This Letter of Understanding shall be attached to and become part of the Collective Agreement entered into between the Parties pursuant to Registration Certificate No. 9.

Signed this 17th day of June, 2015

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING

by and between

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION
(hereinafter referred as the "Association")

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110
(hereinafter referred as the "Union")

Re: Limitation on Discharge

Whereas the Parties have entered into a Collective Agreement for a term from May 1, 2015 to April 30, 2019, and thereafter as set out in the said Collective Agreement; and

Whereas the Parties have included in Clause 3.01 of the "Management Rights" provisions of the said Collective Agreement the word highlighted and underlined in the quote of the **Clause** below:

> ***3.01*** *Without restricting the generality of the following, the Union recognizes the right of the Employer to manage his/her company, direct the work forces, assign work, transfer Employees from job to job within the Province of Alberta as required, select, hire, promote, discharge any Employee for just cause* ***only****, reject applications for work, manage the business in all respects in accordance with his/her commitments and responsibilities and the right to determine methods, processes, means of application, handling and staffing of all jobs. The Employer shall have exclusive rights to decide and enforce all matters pertaining to the operation of the Employers business, provided it does not conflict or discriminate against individual Union rights as agreed herein. Except as specifically modified by the terms of this Agreement the Employer reserves all of the historic or traditional rights of management.*

Now Therefore It Is Agreed between the Parties hereto that, in respect to grievances processed to arbitration in respect of allegations that there was not just cause for dismissals ["discharges"], if the number of arbitration awards dismissing such grievances exceeds by two or more the number of arbitration awards allowing such grievances [i.e., finding in favour of the Union's or grievor's allegation], the word "only" as highlighted and underlined above will be deleted from the said Clause, effective on the date of the first award on which such condition is met.

This Letter of Understanding shall be attached to and become part of the Collective Agreement entered into between the Parties pursuant to Registration Certificate No. 9.

Signed this 17th day of June, 2015

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING

by and between

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION
(hereinafter referred as the "Association")

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110
(hereinafter referred as the "Union")

Re: Local Resident Hiring Preference

Whereas the Parties have entered into a Collective Agreement which prescribes prerogatives and procedures for hiring Employees, and

Whereas the Parties agree that, notwithstanding those prerogatives and procedures, their shared interests may be best served by providing for the employment of qualified Apprentice and Journeymen in the area of a project that is not within the free zones applicable to Edmonton or Calgary,

Now Therefore It Is Agreed as follows:

1. In the event an Employer does not avail himself of his/her "name hiring" prerogatives, the Union shall dispatch to the Employer those "local resident" members, as defined in Clause 14.01 of the Collective Agreement, and then non-member "local residents", in preference to other members of the Union, all in accordance with and subject to the conditions and procedures set forth below. The dispatch of these local residents shall be in response to the Employer's requests pursuant to Clause 13.05.

2. It is recognized that the prerogatives set out herein are experimental in nature, and accordingly this Letter of Understanding may be terminated on notice by either of the Parties. Such notice must be in writing and must be served by registered mail, giving at least30 days' notice. It is further agreed that in the event this Letter of Understanding is terminated pursuant to such notice, the continued employment of Employees engaged pursuant to this Letter of Understanding shall not be affected by the termination of this Letter of Understanding, nor shall either party then rely on the operation of and experience pursuant to this Letter of Understanding in subsequent negotiations.

3. Preference of dispatching pursuant to this Letter of Understanding shall first be given to those "local residents" who are members of the Union and who are available for dispatch. Preference will then be given to "local residents" who are not members of the Union, but who apply to join the Union at the time of dispatch. However, the employment of any such "non-member local residents" will be terminated in the event the Employee does not pay the applicable membership fees, and if the individuals membership is accepted, join the union and pay the applicable union dues. It is further understood that, in the event a "local resident non-member" fails to join the Union upon acceptance of the Employee's application for membership or to pay the required membership fees and dues, that person will not again be given preference of dispatch to any Employer pursuant to this Understanding. It is agreed that, irrespective of the termination of this Letter of Understanding pursuant to Clause 2 above, the employment of a person engaged as a "local resident non-member" shall be terminated if the Employee fails to pay the required membership dues and fees.

4. "Local resident non-members" who seek dispatch preference pursuant to this Letter of Understanding shall be responsible for contacting the Union, establishing to the satisfaction of the Union that they have resided within75 kilometers of the job site for at least6 months, and that they are "qualified" as a Journeymen or Apprentices registered through the Alberta Apprenticeship legislation and regulations.

5. It is further agreed that the Union may refuse dispatch preference to any "local resident non-member" if such candidate has persistently worked against the better interests of the Union, and that the Employer shall have the prerogative of rejecting any such applicant for employment dispatched to him, in accordance with Article 3.00.

This Letter of Understanding shall be attached to and become part of the Collective Agreement entered into between the Parties pursuant to Registration Certificate No. 9.

Signed this 17th day of June, 2015

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING

by and between

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION
(hereinafter referred as the "Association")

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110
(hereinafter referred as the "Union")

Re: Special Project Needs

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from through as set out in the said Collective Agreement, and

Whereas the Parties hereto understand that certain of the provisions of the said Collective Agreement may not be appropriate in the competition for certain projects, and

Whereas the Parties are jointly committed to the enhancement and retention of the share of the market performed by Employers and Employees who are bound by the said Collective Agreement,

Now Therefore It Is Agreed As Follows:

1 A Special Project Needs Agreement ["SPNA"] shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.

2 An Owner is an organization developing an Industrial Construction project in Alberta.

3 A Contractor shall be a General Contractor on the date of application bound by at least4 Registration Collective Agreements.

4 The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.

5 An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee

of Registered Employers' Organizations [the "Coordinating Committee"] and shall specify the location of the project and the scope of the work to be performed.

6 If the project gate is beyond daily commuting distance [beyond 125 kilometer of the city centre of either Calgary or Edmonton] the SPNA for the project shall be in the form Template A posted at www.clra.org.

7 If the project gate is within daily commuting distance [within 125 kilometers of the city centre of either Calgary, or Edmonton or within 45 kilometers of the city centre of Red Deer] the SPNA for the project shall be in the form Template B posted at www.clra.org.

8 Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.

9 Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in **2** above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.

10 Upon the filing of a grievance under Clause 9, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.

11 Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31st day after the SPNA is received from the Chair of the Coordinating Committee.

12 This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.

13 Special project needs may also be addressed by the Parties, on their own or in concert with others, by agreement.

14 This Letter of Understanding shall be attached to and be part of the Collective Agreement between the Parties hereto.

All of which is agreed this 17th day of June, 2015:

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING

by and between

CONSTRUCTION LABOUR RELATIONS – AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION
(hereinafter referred to as the "Association")

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110
(hereinafter referred to as the "Union")

Re: Promoting Performance and addressing issues such as absenteeism and turnover

Whereas

The Parties are committed to creating an effective, productive, workplace by reducing absenteeism in our workplaces,

Now therefore, it is Agreed between the Parties hereto that:

1) The Parties intend to work together to reduce absences in our workplaces by monitoring, reporting and recording those absences.

2) It will be the Employer's responsibility to report all absences to the Union as either approved or unapproved absences. Absences will include late starts and early quits as well as days absent.

3) This reporting to the Union will occur by the fifteenth day of the month following the occurrence of the absence.

4) It will be the Union's responsibility to record the absences reported from each Employer with respect to all workers and provide the Joint Trade Board with all data on a generic basis without identifying individuals. It is expected that the Union will discuss and address any excessive absences with individuals in an attempt to remedy the situation and if possible reduce the absences.

5) Information exchanged pursuant to this Letter of Understanding shall only be collected, used and disclosed for the purposes outlined above. Nothing in this Letter of Understanding affects the rights of either the Employer or the Union to take appropriate disciplinary or other action regarding unwarranted and or excessive absenteeism.

Signed this 17th day of June, 2015

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING

by and between

CONSTRUCTION LABOUR RELATIONS – AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION
(hereinafter referred to as the "Association")

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110
(hereinafter referred to as the "Union")

Re: Process to Address Non-Payment of Employer Contributions to Funds

WHEREAS the Association and the Union are committed to ensuring that Employers bound by the Collective Agreement pay, in a timely manner, the amounts owing to the Health & Welfare Fund, the Pension Trust Fund, the Supplementary Pension Trust Fund, the Insulators Training Trust Fund of Alberta, and the other Funds which are described in Article 23 of the Collective Agreement;

AND WHEREAS it is necessary for the Boards of Trustees of the Health & Welfare Fund, the Pension Trust Fund, the Supplementary Pension Trust Fund, and the Insulators Training Trust Fund of Alberta, and the other Trust Funds described in Article 23 to take such steps as under the Trust Agreement or at law may be necessary to recover outstanding contributions due to each of those Trust Funds;

NOW THEREFORE the Association and the Union agree as follows:

1) In the event of a failure by an Employer to make the contributions required, in a timely manner to any trusteed fund constituted under this Collective Agreement, the Trustees of such a Trust Fund may, on their own behalf, take legal action before a court of competent jurisdiction notwithstanding the Grievance and Arbitration provision of this Collective Agreement. Such recourse to the court of competent jurisdiction shall and shall be deemed to extend to the determination and the collection of contributions, any interest for failure to remit, and the expense of the enforcement of obligations to pay those contributions provided under the applicable trust deed, or any other such matter.

2) In order to give effect to the provisions of Clause 1 of this Letter of Understanding, Clause 16.01 of the Collective Agreement is expressly amended to allow the Trustees of each such Trust Fund to take such legal action; and

3) The Parties are mindful of the Grievance and Arbitration provisions of the Collective Agreement and agree that the time limits set out to deal with "normal labour relations issues" when considered in the context of the collection of contributions to trust funds are inadequate and inappropriate. As such they mutually agree that those time limits do not apply to the collection of any contributions to trust funds and in the place and stead of such time limits agree that the time limitations set out to deal with issues addressed in this provision shall be 6 months.

Signed this 17th. day of June, 2015.

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING

by and between

CONSTRUCTION LABOUR RELATIONS – AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION
(hereinafter referred to as the "Association")

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110
(hereinafter referred to as the "Union")

Re: Pulmonary Function Testing and Payments

Whereas the Parties Agree with the intent to attempt to ensure that workers are having pulmonary function testing performed in a timely fashion the Parties have agreed on the following process for pulmonary function testing and payment for the testing.

Payment will be the responsibility of the Employer who is hiring a worker being dispatched to that Employer if he/she has less than 30 days remaining on his/her pulmonary function test card. The Employer will be responsible for the payment should an Employee's pulmonary function test card expire during the course of his/her employment with that Employer. Should an Employee's employment be terminated with less than 30 days on his/her card the Employer from which the Employee is terminating will be responsible for the payment.

If none of the above should happen during a period of employment, the cycle will repeat itself with the next Employer.

Although workers are encouraged to take timely pulmonary function tests, they may refuse to take the test. Such refusals must be in writing to the Employer responsible for the payment should the test have taken place. In the case of refusal, the Employer is no longer responsible for any cost.

None of the above disentitles any eligible Employer from being reimbursed by the Thermal Insulation Association of Alberta for the cost of the pulmonary function test that they have paid for.

This Letter of Understanding shall be attached to and become part of the Collective Agreement entered into between the Parties pursuant to Registration Certificate No. 9.

Signed this 17th day of June, 2015

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Insulators (Provincial) Trade Division
(hereinafter referred to as the "Association")

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110
(hereinafter referred to as the "Union")

Re: Rapid Site Access Program

Whereas
The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting the afore-mentioned objective will correlate to a reduction in workplace incidents,

1) The Parties intend to reduce redundant substance testing and related costs, and to expedite access to participating worksites,

2) Alcohol and other drug work rules are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.

3) Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information, and

4) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers,

5) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and if necessary, accommodation strategies. Investment in professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the Canadian Model and if necessary recovering from an addiction and or dependency to alcohol or other drugs.

Now therefore, it is Agreed between the Parties hereto that:

(a) The Parties support the implementation of the Rapid Site Access Program,

(b) Subject to **(c)** below, the Union, Employer and participant workers agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules,* as amended from time to time,

(c) Where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules,* the Union may opt out of agreeing to said amendment by giving notice in writing to the registered Employers' organization and the Rapid Site Access Administrative Committee

(d) For Industrial work, the amount established pursuant to Clause 23.04 shall be contributed by the Employer to Construction Labour Relations at #207, 2725 – 12th Street N.E., Calgary Alberta T2E 7J2. These contributions also shall be used by CLR to provide the funding for the third party service providers who are responsible for delivering the services in respect to the Rapid Site Access Program,

(e) The Association may, by notice in writing to the Union and Employers, change the amount of cents per hour worked in **Clause (d)** above, and

Signed this 17th day of June, 2015.

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

LETTER OF UNDERSTANDING
by and between
Construction Labour Relations – An Alberta Association
Insulators (Provincial) Trade Division
(the "Association")
and
International Association of Heat & Frost Insulators and Asbestos Workers, Local #110
(hereinafter referred to as the "Union")

Re: Referral for Case Managed Aftercare

Whereas
An individual must be referred to a substance abuse expert following a failure to comply with the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "Canadian Model"). Once the individual is assessed by a substance abuse expert, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert's recommendations, entering in to a post assessment agreement, and supporting compliance with prescribed aftercare.

Pursuant to the Union's bylaws, after the Union becomes aware a member has violated the Canadian Model or tested non-negative on a site-access A&D test; the Member must be assessed by a substance abuse expert and comply with the resulting recommendations as a condition of being eligible for future dispatches.

There are advantages to referring substance abuse expert recommendations to qualified third party professionals for administration on behalf of the Parties. Third party professionals are positioned to offer a higher level of:

a) confidentiality,
b) consistency, and
c) expertise.

Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

Now therefore, it is Agreed between the Parties hereto that:

1) Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Organizational Health Incorporated (third party professionals). Such substance abuse expert recommendations shall apply to employment and prospective

employment in respect to any collective agreement for which the Union is signatory. Substance abuse expert recommendations shall be shared with a contractor only if they are in respect to a current Employee, one that has contravened Article 3 of the Canadian Model[1] while in the employ of that Employer.

2) Service providers including Organizational Health Incorporated will keep all information in accordance with applicable privacy laws.

3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.

4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 17th day of June, 2015

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS (PROVINCIAL) TRADE DIVISION

R. Neil Tidsbury
President

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110

Kevin Lecht
Business Manager

[1] 3. Alcohol and Drug Work Rule

3.1 An Employee shall not

(a) use, possess or offer for sale alcohol and drugs or any product or device that may be used to attempt to tamper with any sample for a drug and alcohol test while on company property or at a company workplace,

(b) report to work or work

(i) with an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath

(ii) with a drug level for the drugs set out...[in the Canadian Model]...equal to or in excess of the concentrations set out ...[in the Canadian Model],

or

(iii) while unfit for work on account of the use of a prescription or nonprescription drug,

(c) refuse to

(i) comply with a request made by a representative of the company under 4.3 [of the Canadian Model],

(ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 [of the Canadian Model], or

(iii) provide a sample for an alcohol and drug test under 4.8 [of the Canadian Model],

(d) tamper with a sample for an alcohol and drug test given under 4.8 [of the Canadian Model].

Letter of Understanding

By and Between

Construction Labour Relations – An Alberta Association
INSULATORS (PROVINCIAL) TRADE DIVISION
(hereinafter referred to as the "Association")

and

THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION #110
(hereinafter referred to as the "Union")

Re: Industrial Wage Determination

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 9, and

Whereas, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

1. Definitions and Application

(a) **"CPI Change"** shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm .

(b) **"Oil Price"** shall be the average of the daily prices posted for West Texas Intermediate Oil, in current $US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November calculation. The prices to be used shall be those published at http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D .

(c) **"Group 4 Average Wage"** shall, with reference to the Consolidation Order issued in respect to the 2015 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Ironworkers – Structural, Millwrights, and Plumbers & Pipefitters trade

jurisdictions, effective on the first day of the month of April prior to a calculation.

(d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.

(e) A wage adjustment shall not be less than zero.

2 Calculations

(a) There will be no adjustment to wages on the effective date of the agreement.

(b) The wage adjustment for November, to be calculated in the first week of September, shall be:

(i) If "Oil Price" is less than $65, zero.

(ii) If "Oil Price" is $65 or greater, but less than $85, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(iii) If "Oil Price" is $85 or greater, but less than $105, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(iv) If "Oil Price" is $105 or greater, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(c) The wage adjustment for May, to be calculated in the first week of March, shall be:

(i) If "Oil Price" is less than $65, zero.

(ii) If "Oil Price" is $65 or greater, but less than $85, one half of CPI Change multiplied by Group 4 Average Wage.

(iii) If "Oil Price" is $85 or greater, but less than $105, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.

(iv) If "Oil Price" is $105 or greater, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.

(d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

(e) In the event the above calculations do not result in an increase in 2015 and 2016, the Framework Bargaining Committee shall reconvene discussions in the first week of September, 2016.

3 Wage Schedules

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom. The final determination of the wage schedules shall be issued no later than the 7th day of March or September, for the May and November adjustments, respectively.

4 Effective Dates

The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

5 This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed the 17th day of June, 2015, and signed on behalf of the Parties:

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

R. Neil Tidsbury
President

International Association of Heat & Frost Insulators and Asbestos Workers, Local 110

Kevin Lecht
Business Manager

APPENDIX A - WAGE SCHEDULES

FOR COMMERCIAL/INSTITUTIONAL AND INDUSTRIAL PENSIONERS AND TEMPORARY FOREIGN WORKERS

Commercial/Institutional Rates

EFFECTIVE DATE	BASE RATE	SH&V	H&W	WC	PENS	PITT	TRAIN	TOTAL
Foreman								
May 17, 2015	40.47	4.05	2.10	0.10	0.00	0.50	0.25	47.47
Journeyman								
May 17, 2015	36.47	3.65	2.10	0.10	0.00	0.50	0.25	43.07
Third Year Apprentice								
May 17, 2015	29.18	2.92	2.10	0.10	0.00	0.50	0.25	35.05
Second Year Apprentice								
May 17, 2015	23.70	2.37	2.10	0.10	0.00	0.50	0.25	29.02
First Year Apprentice								
May 17, 2015	18.24	1.82	2.10	0.10	0.00	0.50	0.25	23.01
Helper								
May 17, 2015	20.52	2.05	2.10	0.10	0.00	0.50	0.25	25.52

Industrial Rates

EFFECTIVE DATE	BASE RATE	SH&V	H&W	WC	PENS	PITT	TRAIN	TOTAL
Foreman								
May 17, 2015	52.73	5.27	2.10	0.10	0.00	0.50	0.25	60.95
Journeyman								
May 17, 2015	47.23	4.72	2.10	0.10	0.00	0.50	0.25	54.90
Third Year Apprentice								
May 17, 2015	37.77	3.78	2.10	0.10	0.00	0.50	0.25	44.50
Second Year Apprentice								
May 17, 2015	30.69	3.07	2.10	0.10	0.00	0.50	0.25	36.71
First Year Apprentice								
May 17, 2015	23.61	2.36	2.10	0.10	0.00	0.50	0.25	28.92
Helper								
May 17, 2015	25.89	2.59	2.10	0.10	0.00	0.50	0.25	31.43