

**This Agreement entered into this  
12<sup>th</sup> day of May, 1997.**

**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 ASBESTOS 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 is mutually agreed by a committee of four (4) members appointed by the Employers Association and four (4) members appointed by the Union, and ratified by the Trade Division. This committee shall meet at the request of either the Employer or the Union, giving twenty-four (24) hours notice in writing to the other party.

## **2.02**

Commercial / institutional work includes all work not specifically identified as industrial work in Article 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 nor 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 three (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 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 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 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 one or more Insulation Contractors and then proceeds to do work themselves.

### **ARTICLE 4.00 - RECOGNITION**

- 4.01** The Employer recognizes that Local 110 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 journeymen and apprentices 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 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**

**Articles 5.01 through 5.08 shall apply to Commercial / Institutional work only.**

### **5.01**

- (a) The regular work week shall consist of forty (40) hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday. Regular daily hours shall be eight (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 two (2) hours at his option. Variances beyond two (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 four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period.

### **5.02**

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

### **5.03**

If an employee is required to return to work before an eight (8) hour break occurs he shall be paid one and one half (1½) times the basic rate of pay. If an eight (8) hour break does not occur before the employees' regular daily hours of work commence then one and one half (1½) 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 eleven (11) hours, shall be supplied with a hot meal following the tenth (10th) hour, and every four (4) hours thereafter until the shift is ended, at the company's expense. There shall be a half (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.

**5.05** Overtime rates shall be as follows:

- (a) time and one-half (1½ x) for any overtime hours worked on a week day, being Monday through Friday inclusive.
- (b) time and one-half (1½ x) for the first eight (8) hours worked on a Saturday.
- (c) time and one-half (1½ x) for the first four (4) hours worked on a Sunday.
- (d) double time (2 x) for overtime worked on a Saturday or Sunday outside the periods referenced in (b) and (c) above, and for hours worked on a "General Holiday" as set out in Article 6.01 hereof.

**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 forty (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.

**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.

**Articles 5.10 through 5.14 shall apply to Industrial work only.**

**5.10**

- (a) The regular work week shall consist of forty (40) hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday and shall not exceed eight (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 one (1) hour at his option. Variances beyond one (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 ten (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 five (5) day work week by giving the same notice. Any variance to the Monday through Thursday schedule will require mutual agreement.
- (c) Overtime rates shall be as follows:
  - (i) time and one-half ( $1\frac{1}{2}x$ ) for the first two hours of overtime worked on a week day, being Monday through Friday inclusive,
  - (ii) when compressed work weeks are scheduled pursuant to Article 5.10(b) on a Monday through Thursday basis, time and one-half ( $1\frac{1}{2}x$ ) shall apply to the first ten (10) hours worked on the Friday,
  - (iii) double time ( $2x$ ) shall apply to all overtime hours that are not included in (i) and (ii) above.

**5.11** Lunch period shall be one-half ( $\frac{1}{2}$ ) hour unless otherwise agreed to by the Business Manager and/or Business Agent and the Employer. There shall

be two (2) coffee breaks; one in the first half and one in the second half of each shift or shifts, and after each two (2) hours of overtime.

**5.12** If an employee is required to return to work before an eight (8) hour break occurs he shall be paid double time the rate of pay. If an eight (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.

**5.13** Employees, when asked to work overtime after the regular work day has finished, shall be supplied with a hot full course meal (excluding T.V. dinners) and every four (4) hours thereafter until the shift is ended at the company's expense. There shall be a half (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 overtime rates.

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

Under no circumstances shall any form of payment be made to the employee in lieu of the Employer providing hot meals.

## **ARTICLE 6.00 - RECOGNIZED HOLIDAYS AND VACATIONS**

**6.01** The following shall be recognized holidays under this Agreement:

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

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

If any of the above holidays fall on a scheduled day off, the following regular working day shall be observed as the holiday. When Christmas and / or Boxing Day fall on a regularly scheduled day off, the following regularly scheduled working day or days shall be observed as the holiday or holidays.



It is agreed that in the event any other day is declared a General Holiday by a Government (federal or Alberta provincial) 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 six (6) percent of their straight time hourly rate for all hours worked for vacation pay and four (4) percent 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 six (6) percent of their gross hourly wages for vacation pay and four (4) percent of their gross hourly wages 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**

**Articles 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 fifty cents (\$0.50) over and above the basic daytime hourly rate; the third shift shall be paid at the rate of one dollar (\$1.00) over and above the basic daytime hourly rate.

**7.02** When overtime is worked, in conjunction with shift work, the premium will be fifty cents (\$0.50) per hour for the second shift and one dollar (\$1.00) 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.

**Articles 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 one dollar and seventy-five cents (\$1.75) over and above the basic daytime hourly rate; the third shift shall also be paid at the rate of one dollar and seventy-five cents (\$1.75) over and above the basic daytime hourly rate.
- 7.05** When overtime is worked, in conjunction with shift work, the premium will be one dollar and seventy-five cents (\$1.75) per hour for the second shift and one dollar and seventy-five cents (\$1.75) per hour over the basic daytime hourly rate, 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 twenty-four (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 effected shall be entitled to a minimum of two (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 two (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 two (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

#### (a) Wages for Commercial / Institutional Work

	DATE	BASIC	SH&V	H&W	PEN	TRAIN	GROSS
<b>Foreman</b>							
	12/05/97	18.93	1.89	1.28	1.12	0.05	23.27
	01/05/98	19.18	1.92	1.53	1.12	0.05	23.80
	01/11/98	19.40	1.94	1.53	1.12	0.05	24.04
<b>Journeyman</b>							
	12/05/97	17.21	1.72	1.28	1.12	0.05	21.38
	01/05/98	17.44	1.74	1.53	1.12	0.05	21.88
	01/11/98	17.64	1.76	1.53	1.12	0.05	22.10
<b>4th Year Apprentice</b>							
	12/05/97	13.77	1.38	1.28	1.12	0.05	17.60
	01/05/98	13.95	1.40	1.53	1.12	0.05	18.05
	01/11/98	14.11	1.41	1.53	1.12	0.05	18.22
<b>3rd Year Apprentice</b>							
	12/05/97	12.05	1.21	1.28	1.12	0.05	15.71
	01/05/98	12.21	1.22	1.53	1.12	0.05	16.13
	01/11/98	12.35	1.24	1.53	1.12	0.05	16.29

**2nd Year Apprentice**

12/05/97	10.33	1.03	1.28	1.12	0.05	13.81
01/05/98	10.46	1.05	1.53	1.12	0.05	14.21
01/11/98	10.58	1.06	1.53	1.12	0.05	14.34

**1st Year Apprentice**

12/05/97	8.61	0.86	1.28	1.12	0.05	11.92
01/05/98	8.72	0.87	1.53	1.12	0.05	12.29
01/11/98	8.82	0.88	1.53	1.12	0.05	12.40

**(b) Wages for Industrial Work**

	DATE	BASIC	SH&V	H&W	PEN	TRAIN	GROSS
<b>Foreman</b>							
	12/05/97	25.92	2.59	1.28	2.24	0.05	32.08
	01/05/98	26.75	2.68	1.53	2.24	0.05	33.25
<b>Journeyman</b>							
	12/05/97	23.56	2.36	1.28	2.24	0.05	29.49
	01/05/98	24.32	2.43	1.53	2.24	0.05	30.57
<b>4th Year Apprentice</b>							
	12/05/97	18.85	1.89	1.28	2.24	0.05	24.31
	01/05/98	19.46	1.95	1.53	2.24	0.05	25.23
<b>3rd Year Apprentice</b>							
	12/05/97	16.49	1.65	1.28	2.24	0.05	21.71
	01/05/98	17.02	1.70	1.53	2.24	0.05	22.54
<b>2nd Year Apprentice</b>							
	12/05/97	14.14	1.41	1.28	2.24	0.05	19.12
	01/05/98	14.59	1.46	1.53	2.24	0.05	19.87
<b>1st Year Apprentice</b>							
	12/05/97	11.78	1.18	1.28	2.24	0.05	16.53
	01/05/98	12.16	1.22	1.53	2.24	0.05	17.20

- (c) The foregoing is calculated on the basis of the Union's expectation that \$.25 from the May 1, 1998, incremental increase will be required to be added to the Health and Welfare contribution. The Union will, no later than March 31, 1998, either confirm the need for that amount of increase to the Health & Welfare contribution, or will identify the need for a lesser amount, in which case the portion of the \$.25 which is not added to the Health & Welfare contribution may be added to the Pension contribution.

**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** There shall be a minimum of one (1) foreman for the first three (3) employees who can supervise upwards to fifteen (15) employees, and one (1) foreman for every fifteen (15) employees thereafter. Foremen shall be journeymen members of Local 110 and shall receive ten (10) percent over the journeyman's rate. No foreman shall supervise more than fifteen (15) employees at any time.

**9.04** Pay day shall be weekly for industrial work and weekly or biweekly for commercial / institutional work and not more than one (1) week's pay may be held back unless other arrangements are made between the Employer and the Union.

**9.05** A complete statement of the employee's earnings and deductions shall be shown on each pay cheque. The statement shall include: the number of hours worked at regular rates; overtime rates; shift work; travel time; amount of weekly vacation pay and recognized holiday pay; plus all other deductions such as Employment Insurance, C.P.P., union dues, income tax allowances, etc.

**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 as agreed to by the Joint Trade Board, employees shall receive their pay prior to quitting time on payday or be paid at their regular hourly rate until their cheque arrives.

## **ARTICLE 10.00 - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION**

**Articles 10.01 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) A forty-five (45) kilometer radius free zone from the centers of the cities in which Local 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.

No transportation or travel allowance shall be applicable within the free zone.

- (b) For projects beyond the forty-five kilometer (45 km) 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 thirty one cents (\$0.31) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on traveling at eighty (80) km per hour, at the employee's applicable base rate, from the point where the edge of the forty-five (45) km 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 forty (40) road kilometers from the edge of the free zone at eighty (80) km per hour each way would receive the following for each day worked:

Travel Allowance:

80 km @ 80 km per hour = 1 hour at base rate of \$23.56 = \$23.56

Vehicle Allowance: 80 km. @ \$0.31 cents per km. = \$24.80

For a daily total of = \$48.36

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

- (c) 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.
- (d) 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.
- (e) When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances beyond the control of the employees, the employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.
- (f) If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of thirty-one cents (31¢) per kilometer traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (g) Employees required to travel out of a city or town to another job after working a shift, and before an eight (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.

## **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 10.01(b) 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 - \$55.00 each way;
  - (ii) 200 kilometers to 300 kilometers - \$80.00 each way;
  - (iii) 300 kilometers to 375 kilometers - \$100.00 each way;
  - (iv) over 375 kilometers to 475 kilometers \$150.00 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 \$250.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.
- (b) Employees will qualify for and receive transportation allowance to the job site after being employed at the site for fifteen (15) calendar days and if the employee remains on the job until completion of thirty (30) calendar days, or until the job is completed, or until the employee is laid off, whichever occurs first, he shall be entitled to return transportation allowance.

Transportation allowance shall be paid on the first pay in respect to employment at the job site, and deducted from final cheque if the employee does not qualify.

### **10.03 ROTATIONAL LEAVE (TURNAROUNDS)**

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy-Five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Pay an allowance of One Hundred and Twenty-Five Dollars (\$125.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

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



- (ii) Allow Employees Five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy-Five (475) km 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 air line air fare where scheduled air service is available, or pay an allowance of Two Hundred and Twenty-Five Dollars (\$225.00) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
  - (ii) Allow Employees Five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home 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 seven 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 sixty-five dollars (\$65.00) per day.

On a project located over two hundred and fifty (250) radius kilometers from the centre of Edmonton or Calgary or other hiring hall location, one 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 his Employer for each occasion the accommodation is used. Where the Employer or his 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.

An Employee shall be paid the subsistence applicable to his first week on a job at the end of that work week, and shall be paid subsistence applicable to each subsequent week in advance of each week.

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 five days, the employer will provide, on a seven (7) days 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 sixty-five dollars (\$65.00) per day.

An Employee shall be paid the subsistence applicable to his first week on a job at the end of that work week, and shall be paid subsistence applicable to each subsequent week in advance of each week.

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 clauses 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 five 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 three 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 President of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Upon formal written

request the Subsistence Review Committee shall meet within five (5) working days of such request.

- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall 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 three (3) meals per day in the community or communities where Employees will be domiciled. In the event that 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 both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within five (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 five (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 five (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 one 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 shall receive their board and room or daily allowance.
  - (ii) All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 1990 - 1999 camp rules and regulations.
  - (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.

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

**10.05** A seventy (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 one hundred (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 his option, expressed by the employer in writing, pay vehicle allowance at the rate of twenty-nine cents (29¢) 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 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 one hundred (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 this option for each day worked:

- (i) camp accommodation which conforms with the CLRA/ABTC 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 sixty-five dollars (\$65.00) per day.

**Zone 4** The area lying within the next one hundred (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 seven (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 sixty-five dollars (\$65.00) per day.

**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 Local Union is centered (whichever is closer) after each

sixty (60) days of employment on the project and shall grant leave from work for a maximum period of five (5) calendar days. Such trips shall be paid one 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 him with an advance on wages due to him.

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 two (2) men 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, he 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, he 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, he 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, one (1) hour's notice shall be given by the Employer

**11.02** When an employee is dismissed for just cause, no notice need be given by the Employer. If the employee quits, no notice need be given.

**11.03** When an employee is laid off, the employee shall receive forthwith, in full, his 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 twenty-four (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 eight (8) 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 forty-eight (48) hours of the time of the lay off, the employee shall receive eight hours per working day, measured from the normal start of the working day, from a time twenty-four (24) hours after the time of the lay off, until the hour the employee receives his pay cheque (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 five (5) working days following termination).

When an employee quits or is terminated his final cheque shall be given to the employee or post-marked within forty-eight (48) hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay

- (c) 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 eight (8) 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
- (d) is not delivered by hand, picked up at the office, or couriered to the employee within forty eight (48) hours of the time of the lay off, the employee shall receive eight hours per working day, measured from the normal start of the working day, from a time forty-eight (48) hours after the time of the lay off, until the hour the employee receives his pay cheque (excluding Saturdays, Sundays, or observed holidays).

**11.04** Termination slips shall be forwarded by all Employers to the Union office within five (5) days for all employees who are laid off, quit, or discharged.

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

**11.05** On an industrial project where it becomes necessary to lay off, preference of employment shall be given to Local Union members, subject to maintaining the apprenticeship ratio.

## **ARTICLE 12.00 - UNION RIGHTS**

**12.01** The Employer agrees to employ the members of the Local 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 one (1) qualified tradesman as a job steward on each project, or may have two (2); one (1) job steward being an alternate. The Union shall advise the Employer, in writing, of the name of each job steward appointed.

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 six (6) or more employees are employed the Employer, where practical, will supply a warm dry place for the employees to change and dry their clothes; store and lock-up employees and Employers tools.

(b) A separate, warm, clean, dry lunch room shall also be provided for the specific purpose of eating lunch and/or having coffee breaks. 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 clean up, 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 and, where available, water.

**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.

**13.04**

(a) The Employer agrees to employ the members of Local Union 110 for industrial work coming within the jurisdiction of Local 110 in accordance with the following procedure:

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

(ii) Beyond the first three (3) people referred to in (i) above, the hiring procedure shall be as follows: three from the top of the list of available unemployed workers maintained at the Union Office and then one by name.

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

(b) The Employer may employ any members of Local 110 for commercial / institutional work by name from the list of available unemployed workers maintained at the Union office.

**13.05** The Employers agree to hire members of the Union for all insulation work requiring their services. If, after twenty-four (24) hours, excluding Saturdays, Sundays and Statutory Holidays, the Local Union is unable to

supply qualified journeymen or apprentices acceptable to the Employer then the Employer has the privilege of hiring other personnel, providing these persons receive clearance through Local Union Offices and Apprenticeship Board and such men shall file application for membership with Local Union Offices within fifteen (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 workmen who are not members of the Local Union are hired they shall become Union Members within ninety (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.

## **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 six 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.
- (b) Local Residents residing within a forty-five (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 forty-five (45) km radius and a seventy-five (75) km 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 twenty-seven dollars (\$27.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of thirteen dollars and fifty cents (\$13.50) will be paid for each day worked.

- (c) Where a Camp Kitchen is established, a Local Resident Employee shall be entitled to a noon meal provided without cost to himself.
- (d) Where a Local Resident Employee is required to work overtime, he 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 tradesmen 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.

## **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** The ratio of insulation apprentices to insulation journeyman shall not be greater than provided for within the apprenticeship regulations.

**15.03** An Apprentice in his 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 is 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 fifteen (15) working days 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 fifteen (15) working days 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.

If the grievance of either employee, Employer, Registered Employers' Organization, or Union is not settled to the satisfaction of either party within seven (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 five (5) working days. The Union and the Employer shall each appoint one (1) member to represent the respective parties, and the two (2) members so appointed shall endeavor to select an independent chairman within five (5) working days.

**16.03** Failing to agree within five (5) working days on the selection of an independent chairman, the two (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 his/its 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.

## **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** It shall be the responsibility of each employee to provide and maintain in good condition the following list of tools:

Journeyman	3rd & 4th Yr.	2nd Yr.	1st Yr.
(1) Knife	X	X	X
(1) Pointer Trowel, 5" or 6"	X	X	X
(1) Square Trowel, 4½" X 11"	X	X	
(1) Pruning Saw	X	X	X
(1) Keyhole Saw	X	X	
(1) 8 ft. Tape	X	X	X
(1) 8" Scissors	X	X	X
(1) 12" Tinsnips	X	X	
(2) Metalmasters (M1, M2)	X		
(1) Pair of 7" or 8" Nippers	X	X	X
(1) Chicken Wire Hook	X		
(1) 4" Paste Brush	X		
Springs or Rubber Bands	X	X	X
(1) Palmer	X	X	
(1) Scratch Awl	X		
(1) Set of Dividers	X		
(1) Screwdriver Set	X		
(1) Leather or Canvas Tool Pouch or Carryall	X		
	X	X	X
(1) Canvas Apron	X	X	X
(1) Tool Box	X	X	X

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).

**18.02** 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.

When the Employer supplies new hard hats and new liners, staple guns and banding tools, the Employer shall be entitled to require the employees receiving such items to sign for same, together with any acknowledgment of the price thereof, of which the employee shall be required to pay to the Employer if the items received by the employee are not returned to the Employer. The Employer shall be entitled to deduct the price thereof from the employee's wages if the same are not returned.

- 18.03** Any employee working on spraying shall be supplied with coveralls, work gloves and rubber boots.

## **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 (15th) day of the following month to the Asbestos Workers Insurance Benefit Trust Fund, 10576 - 104 Street, Edmonton, Alberta, T5H 2W1.
- (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:

- (1) 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 five (5%) percent of the Agreed Amount;

- (2) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
  - (3) 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 C.L.R. Insulators (Provincial) Trade Division 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
  - (4) 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 five (5%) percent 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 his 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) 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 Pension Trust Fund, solely trusted and administered by the Union. Contributions shall be remitted to the Asbestos Workers Pension Trust Fund, 10576 - 104 Street, Edmonton, Alberta, T5H 2W1, not later than the fifteenth (15th) day of the following month.
- (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:

- (1) 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 five (5%) percent of the Agreed Amount;
- (2) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
- (3) 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 C.L.R. Insulators (Provincial)

Trade Division 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

- (4) 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 five (5%) percent 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 Article 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 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 - INSULATORS' TRAINING TRUST FUND OF ALBERTA**

### **21.01**

- (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 trusted and administered Training Trust Fund. Contributions shall be forwarded, along with union dues remittances, to the Secretary Treasurer of the Asbestos Workers Local 110, 10576 - 104 Street, Edmonton, Alberta T5H 2W1 by the fifteenth (15th) 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:

- (1) 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 five (5%) percent of the Agreed Amount;
- (2) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;

- (3) 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 C.L.R. Insulators (Provincial) Trade Division 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
  - (4) 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 five (5%) percent 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 his 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 22.00 - UNION AND EMPLOYERS' ORGANIZATION DUES AND INDUSTRY FUND**

### **22.01           UNION DUES DEDUCTION**

Upon written request from the employees, the Employer agrees to deduct from each weekly pay cheque basic union dues plus supplementary union dues, and forward same to the Secretary Treasurer of the Asbestos Workers Local 110, 10576 - 104 Street, Edmonton, Alberta T5H 2W1 by the fifteenth (15th) 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.

## **22.02**

### **ALBERTA BUILDING TRADES COUNCIL CHECK-OFF**

- (a) The Employer shall deduct five cents (5¢) per hour worked as a check-off to the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council (the "Council"). 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. At the option of the Employer, the Employer may remit such moneys directly to an account designated by the Council, under the same timings and conditions as are in force for submission to the Local Union.
- (b) The moneys deducted by the Employer for the Council check-off shall be deemed to be in trust. Where the Employer chooses to remit the check-offs to the Union the same shall be remitted by the Employer and received by the Union in trust for the Council.
- (c) In any event the Employer shall report to the Council, either as part of the Employer's report to the Union or as noted below, in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:
  - (1) the name and social insurance number for each employee on whose behalf the deduction was made;
  - (2) the number of hours worked;
  - (3) the amount of money deducted;
  - (4) the employee's trade union affiliation;
  - (5) a nil return where applicable.

In making this report directly to the Council, the Employer may use his own computer or hand generated records or may make use of



forms supplied by the Council, such forms to be available to the Employer on request and at no cost to the Employer.

## **22.03 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 sub-clause (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. The said contributions shall be calculated by the Employer for all hours worked by all employees in the said classifications in a month, as hereinafter provided, and a report listing the names of the employees and the hours they have worked, and their classifications shall be forwarded to the Thermal Insulation Association of Alberta (presently at 10215 - 176 Street, Edmonton, Alberta, T5S 1M1) no later than the fifteenth (15th) day of the month following the month to which the contributions apply. Each Employer shall file a monthly report, on forms provided by the Thermal Insulation Association of Alberta, whether or not the Employer had employees in the subject classifications during the month. The Thermal Insulation Association of Alberta 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 which are applicable to the advancement of the Industry. The Thermal Insulation Association of Alberta shall otherwise have full discretion in respect to the use of the fund and all contributions made thereto.
- (d) The rates of the said contributions shall be determined by the Thermal Insulation Association of Alberta. The rates, which may be amended from time to time by the Thermal Insulation

Association of Alberta on notice of no less than three (3) months to all known affected Employers, shall be ten cents (10¢) per hour.

(e) Notwithstanding anything in this Collective agreement, the Association (being the Trade Division that is party of the first part to this Collective Agreement) may file a grievance against any Employer bound by this Collective Agreement who has violated any of the provisions of this Article 22.03. Immediately upon the filing of a grievance, the following rules will apply:

(i) The Employer shall, within five (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 five (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 five (5) days of the meeting or the date scheduled for the meeting or within five (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 Gerald A. Lucas, Q.C., or another 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 fourteen (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 Thermal Insulation Association of Alberta.

All monies not paid for the time for the time in dispute , if a violation is found, shall be ordered paid to the Thermal

Insulation Association of Alberta 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 owing, the party filing the Thermal Insulation Association of Alberta shall pay all costs of the arbitration.

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

#### **22.04 EMPLOYERS' ORGANIZATION DUES**

In satisfaction of the Employers' obligations under section 163 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 163 of the Code. The rate of dues levied by the Association as of the effective date of this collective agreement shall be twelve cents (12¢) per hour for each and every hour worked by employees of the employer that are affected by Registration Certificate no. 9 and by this collective agreement. 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 163 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.

### **ARTICLE 23.00 - OCCUPATIONAL HEALTH AND SAFETY**

**23.01** The Employer shall ensure, as far as it is practicable for him to do so, the health and safety at work of his employees. Every worker shall cooperate in the achievement thereof.

- 23.02** 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 because he insists 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.
- 23.03** 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.
- 23.04** 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 his representative is obtained and the Employer or his representative is notified. The Health and Safety Representative may conduct an inspection of the job site, as he deems necessary, provided the work of any employee is not interfered with. He shall make any recommendations to the Employer he deems necessary to improve the health and safety conditions on the job site.
- 23.05** 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.
- 23.06** On work sites where twenty (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.

- 23.07** Prior to the Union dispatching employees, the Employer will have those who have less than thirty (30) days 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.

## **ARTICLE 24.00 - SUBCONTRACTING**

- 24.01** 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 #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 25.00 - SAVING CLAUSE**

- 25.01** 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 26.00 - GENERAL**

- 26.01** A Joint Trades Board shall be established consisting of two (2) members from Local 110 and two (2) members from the Construction Labour Relations Insulators (Provincial) Trade Division. Both parties may have one (1) additional guest at meetings of the Joint Trade Board, but such guests shall not be official members of the Board.

## **ARTICLE 27.00 - ENABLING**

- 27.01** 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 the Registered Bargaining Agent for Employers signatory to this Agreement when they deem it prudent.
- 27.02** 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.
- 27.03** 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.
- 27.04** Under 27.01 above, terms, conditions and wages contained herein may be varied, altered, amended or modified by the mutual agreement of the parties.
- 27.05** The parties agree that where it can be determined that an Employer has sub-contracted work within the jurisdiction of Local Union #110 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.
- 27.06** **"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 one 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 one 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.

## **ARTICLE 28.00 - PRODUCTIVITY**

**28.01** 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 29.00 - TERM OF AGREEMENT**

**29.01** The Agreement shall be in full force and effect from the 12th day of May, 1997, up to and including the 30th day of April, 1999, 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 sixty (60) days or more than

one hundred twenty (120) days prior to the 30th day of April 1999, 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):

- (i) legal strike; or
- (ii) legal lockout; or
- (iii) 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 the first day of May, 1999 should changes be desired by either party.



## Signing Page

This Collective Agreement is signed this \_\_\_\_ day of June, 1997 in Edmonton, Alberta by and between the parties signatory hereto:

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

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

Per: \_\_\_\_\_  
**R. Neil Tidsbury  
President**

Per: \_\_\_\_\_  
**Bill A. Spring  
Business Manager**

Per: \_\_\_\_\_  
**Douglas Casemore  
Business Agent**

Per: \_\_\_\_\_  
**Tom Chapple  
Business Agent**

**Letter of Understanding**

**by and between**

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

**and**

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

**Re: GRANDFATHERING OF CURRENT PROJECTS**

**Whereas** the Parties have entered into a Collective Agreement for a term from May 12<sup>th</sup>, 1997 to April 30, 1999, 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 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 terms and conditions of employment that were in effect immediately prior to the May 12<sup>th</sup>, 1997 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 # 9.

Signed this \_\_\_\_ day of June, 1997

For the Association:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Letter of Understanding**

**by and between**

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

**and**

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

**Re: LIMITATION ON DISCHARGE**

**Whereas** the Parties have entered into a Collective Agreement for a term from May 12<sup>th</sup>, 1997 to April 30, 1999, and thereafter as set out in the said Collective Agreement; and

**Whereas** the Parties have included in Article 3.01 of the “Management Rights” provisions of the said Collective Agreement the word highlighted and underlined in the quote of the article below:

***3.01** Without restricting the generality of the following, the Union recognizes the right of the Employer to manage his 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 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 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 article, 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 # 9.

Signed this \_\_\_\_ day of June, 1997

For the Association:

For the Union:

_____	_____
_____	_____
_____	_____

**Letter of Understanding**

**by and between**

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

**and**

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

**Re: OPTIONAL PENSION CONTRIBUTIONS**

**FOR COMMERCIAL / INSTITUTIONAL WORKERS**

Notwithstanding the gross wage schedule set out in article 9.01(a) hereof, it is agreed between the parties hereto that, by executing and delivering to the Employer a request and authorization, revocable only on one (1) months notice, the employee may have his base rate (and, accordingly, his holiday and vacation pay) reduced by an amount required to increase his pension contribution to the amount applicable to industrial work.

This Letter of Understanding shall be attached to and become part of the Collective Agreement entered into between the Parties pursuant to Registration Certificate # 9.

Signed this \_\_\_\_ day of June, 1997

For the Association:

For the Union:

_____	_____
_____	_____
_____	_____

**Letter of Understanding**

**by and between**

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

**and**

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

**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 apprentices 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 "name hiring" prerogatives, the Union shall dispatch to the Employer those "local resident" members, as defined in article 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 article 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 least thirty (30) 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 resident" will be terminated in the event he does not pay the applicable membership fees and join the Union if his application for membership is accepted, and pay his union dues in timely manner. It is further understood that, in the event a "local resident non-member" fails to join the Union upon acceptance of his 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 he 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 within seventy five (75) km. of the job site for at least six (6) 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 # 9.

Signed this \_\_\_\_ day of June, 1997

For the Association:

For the Union:

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**JOB TARGETING APPENDIX**

**to the**

**Collective Agreement**

**entered into by and between**

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

**and**

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

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from May 12th, 1997 to April 30, 1999 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 Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Coordinating Committee of registered employers' organizations and of the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.
- 2 This Job Targeting Appendix shall remain in effect as long as the said Collective Agreement remains in effect, or until terminated on sixty (60) days notice by either party, whichever is the earlier. It is further understood that the parties shall

meet periodically to review the application and operation of this Job Targeting Appendix and may amend the terms or operation of this Appendix at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Appendix, where there has been agreement upon special terms and conditions of employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.

This Appendix shall be attached to and become part of the Collective Agreement entered into between the Parties pursuant to Registration Certificate # 9.

Signed this \_\_\_\_ day of June, 1997

For the Association:

For the Union:

_____	_____
_____	_____
_____	_____

**PROVINCIAL**

**INSULATORS COLLECTIVE AGREEMENT  
FOR THE GENERAL CONSTRUCTION SECTOR**

**May 12, 1997 to April 30, 1999**

**By and Between**

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

**and**

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

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