

REFRACTORY LABOURERS MAINTENANCE COLLECTIVE AGREEMENT

between

**Construction Labour Relations, an Alberta Association
as Agent for and on behalf of:**

**Clayburn Refractories Ltd.
RHI Canada Inc.
Western Refractory Services Ltd.
Canadian Stebbins Engineering & Manufacturing Co. Ltd.
Alliance Refractories Ltd.
TAC West
Jen-Spec Refractories Ltd.
Thorpe Canada Corporation**

and

**Local Union #92 Edmonton and its Members
Local Union #1111 Calgary and its Members
of The Construction and General Workers' Union**

(For Reference Purposes this Collective Agreement also contains the terms and conditions applicable to Refractory Labourers on **New Construction Projects**..)

September 30, 2007 to April 30, 2011

May 4, 2008 Amended Wage Rates as a Result of the COLA Clause

Published April 30, 2008

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COLLECTIVE AGREEMENT

Effective September 30, 2007

REFRACTORY LABOURERS - MAINTENANCE

Between

CONSTRUCTION LABOUR RELATIONS, AN ALBERTA ASSOCIATION
as Agent for and on behalf of:

Clayburn Refractories Ltd.
RHI Canada Inc.
Western Refractory Services Ltd.
Canadian Stebbins Engineering & Manufacturing Co. Ltd.
Alliance Refractories
TAC West
Jen-Spec Refractories Ltd.

together with

such other Employers for whom the above noted Associations may subsequently establish the right to bargain collectively in this bargaining unit and any other Employer who may execute an acceptance of the terms and provisions of this Agreement;

(all of which Employers are hereinafter referred to as "the Employer")

Party of the First Part

and

THE CONSTRUCTION AND GENERAL WORKERS' UNION
Local Union 1111 and its Members
Local Union 92 and its Members

(which local Unions are hereinafter referred to as "the Union" or employee)

Party of the Second Part

WITNESSETH:

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

ARTICLE ONE - OBJECT

- 1.01** The object of this Agreement is to govern wages and working conditions and other benefits of all employees covered by this Agreement, to facilitate the peaceful adjustments of all disputes and grievances, to prevent strikes and lockouts, avoidable waste, expense and unnecessary delays in refractory maintenance work, to establish and maintain reasonable standards of workmanship for the protection of the public and the encouragement of Union refractory maintenance work.
- 1.02** References in this Agreement to the male gender shall apply equally to the female gender.

ARTICLE TWO - DURATION OF AGREEMENT

2.01 Effective Date

This Agreement shall be in full force and effect from the 30th day of September, 2007, up to and including the 30th day of April, 2011 and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.

- 2.02** Either party to this Agreement may, not less than sixty (60) days or not more than one hundred twenty (120) days immediately preceding the expiry date of this Agreement, require by notice, in writing, to the other party by registered or certified mail to commence collective bargaining for the revision, renewal or replacement of this Collective Agreement. If notice to negotiate has been given this Agreement shall remain in full force and effect until the commencement of a lawful strike or lockout or until the date that a new Collective Agreement comes into effect.

- 2.03** Notwithstanding 2.02 above, either party to this Collective Agreement may, not less than sixty-five (65) days and not more than one hundred and twenty (120) days immediately preceding the expiry date of this Agreement, serve notice to the other party by registered or certified mail of its intent to terminate this Agreement on the expiry date listed in 2.01 above.

ARTICLE THREE - SCOPE & GEOGRAPHICAL JURISDICTION

- 3.01** The scope of this Agreement as it applies to each individual Employer, shall be that established in the voluntary recognition or certification as it applies to each of the Employers within the Province of Alberta and that part of the Northwest Territories directly above the Provinces of Saskatchewan, Alberta, and British Columbia.
- 3.02** On projects or jobs where the existing Collective Agreement does not adequately cover working conditions, a pre-job meeting will be held between the Employer and the Business Manager and/or Business Representative of the Union prior to the commencement of work. Terms and conditions agreed upon shall be reduced to writing and signed by the representatives of the parties to this Agreement. If no Agreement is reached this Collective Agreement shall apply.

- 3.03** This Collective Agreement shall apply to work performed by Labourers within the scope of Refractory Masonry Work on projects which are Refractory Maintenance Projects. By application of the Letter of Understanding, which is attached to and forms part of the Collective Agreement between the Parties respecting new construction work, it is agreed that the terms of this Collective Agreement will also apply to refractory labourers on new construction projects. Where there are exceptions to the terms of this Collective Agreement, which apply only on new construction projects, such exceptions are noted herein as applying on "new construction projects only" and such terms will not be applicable on maintenance work.

ARTICLE FOUR - RECOGNITION

- 4.01** The Employer recognizes the Union as the sole bargaining agent for all employees employed within the scope of this Agreement.
- 4.02** The Union recognizes the Association as the sole bargaining agent for those Employers covered by this Agreement.
- 4.03** The territorial jurisdiction of each Local Union is as defined below:

(a) Local 92

That part of the Province of Alberta, from the south boundary line of Township 40, the width of the Province. That part of the Northwest Territories directly above the Provinces of Saskatchewan, Alberta, and British Columbia.

For new construction projects only this Collective Agreement will have application in that part of the Northwest Territories directly above the Provinces of Saskatchewan, Alberta, and British Columbia only to those contractors who agree to be so bound.

(b) Local 1111

That part of the Province of Alberta north of the 49th parallel to the south boundary line of Township 40, the width of the Province.

ARTICLE FIVE - UNION RIGHTS (UNION SECURITY)

5.01 Job Stewards

The Union may, for each Employer and each shift worked, appoint one (1) Steward on each project or jobsite. Job Stewards shall be recognized on all jobsites and shall not be discriminated against. The Foreman shall be notified of the appointment of a Steward.

- 5.02** The Business Agent shall have access to all jobs covered by this Agreement in carrying out his regular duties after first notifying the Superintendent or person in charge and, upon the condition that he shall not interfere with the performance of the work and agrees to comply with all safety regulations on site.

- 5.03** The Employer agrees to hire only members in good standing of the Union through the services of the appropriate Local Union Hall as long as the Union can supply satisfactory members in sufficient numbers to take care of the Employer's needs. If the Local Union having jurisdiction over the work cannot supply members capable of meeting the Employer's requirements, the Local Union will contact the other Alberta Local Union to determine the availability of qualified workmen. Workmen so hired will be paid the appropriate travel allowance. If the Union cannot supply members within forty-eight (48) hours after the request, exclusive of Saturdays, Sundays or Holidays, or days in lieu thereof, the Employer may obtain employees elsewhere, on the understanding that they make application to become members of the Union within fifteen (15) days of commencement of employment. Any such employee who has not made application to become a member of the Union within the allowed fifteen (15) days shall be terminated. All employees who are members in good standing of the Union and employees who become members shall, as a condition of employment, maintain their membership in good standing.
- 5.04** The Employer has the right to name hire up to twenty (20) union members required on a project, as well as one out of each five (5) union members in excess of the first twenty (20) hired, provided they are registered on the Local Union's out-of-work list. For hiring provisions on new construction projects please refer to Clause 6.02 of the Labourers General Construction Collective Agreement.
- 5.05** All employees hired must obtain a referral slip from the appropriate Local Union prior to commencement of work, except in cases of emergency work whereby the appropriate Local Union Office will be notified by the Employer.
- 5.06** Regular employees of an Employer may be transferred from one Local Union's jurisdiction to the other. A "regular employee" is defined as one who has worked for that Employer for a minimum of twenty (20) days out of the last sixty (60) days he was available for work and regularly registering on the Union's out of work list when not actually working for the Employer.
- 5.07** The Employer agrees to deduct Union dues, including working dues and Building Trade Dues, as a condition of employment. Initiation fees and assessments shall be deducted immediately when the Employer is presented with the properly signed authorization. Such dues, initiation fees and assessments shall be received by the Secretary-Treasurer of the Union, accompanied by a list of the employees for whom the deductions are made before the 15th day of the month following the month in which the deductions are made. These deductions shall be submitted to the Secretary-Treasurer at the expense of the Company.
- 5.08** The parties to this Agreement recognize the status of the individual Labourer as a tradesperson. Neither party shall knowingly allow any Labourer to be discriminated against in respect of their rights under this Agreement.
- 5.09** When an accident occurs and an employee is admitted to hospital, the Union will be notified as soon as possible, or within 24 hours of the accident.

ARTICLE SIX - MANAGEMENT RIGHTS

- 6.01** The Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including the right to select and hire workmen, promote and/or transfer any employee or discharge any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes, and means of production or handling except as otherwise provided in this Agreement.
- 6.02** Employees party to this Agreement shall work under the conditions herein set out. The Employer shall be given preference in the supplying of Union employees.
- 6.03** Employees who are working or are offered the number of hours employment provided by this Agreement shall not engage in any other employment for remuneration.

ARTICLE SEVEN - WAGES

- 7.01 (a)** The following regular hourly wage rates will be effective as follows:

Effective Date	Net Rate	Vacation & Health & Hol. Pay	Welfare	Pension	Gross Rate	JESP*
Sept. 9/07	\$28.58	\$2.86	\$1.60	\$4.25	\$37.29	\$0.25
May 4/08	\$30.21	\$3.02	\$1.60	\$4.25	\$39.08	\$0.25
May 3/09	\$32.52	\$3.25	\$1.60	\$4.25	\$41.62	\$0.25
May 2/10	\$34.29	\$3.43	\$1.60	\$4.25	\$43.57	\$0.25

***Employer Contribution to Joint Employers' Safety Program**

- (b) Inflation Protection:**
 The above wage schedule was calculated using negotiated increases in the second, third, and fourth years of the contract as follows:
 May 4, 2008 the gross rate was increased by 5% of the gross rate in effect at the expiry of the 2003 to 2007 Agreement
 May 3, 2009 the gross rate was increased by 6.5% of the gross rate in effect on May 4, 2008
 May 2, 2010 the gross rate was increased by 5% of the gross rate in effect on May 4, 2008
 Should the CPI Alberta (all items) Rate, as defined in the paragraph below with one percentage point added to it, amount to a higher percentage than the percentage increase negotiated for the next following wage adjustment date, then the above wage schedule will be recalculated to reflect an increase equivalent to such higher percentage.
 Where the "CPI Alberta Rate" is used in this Agreement, it shall mean the percentage rate of change between the Consumer Price Index published for December of the year immediately prior to the effective date of the wage adjustment, and that for December of the year before that. The indices referenced shall be those published by Statistics Canada on the web page "Consumer Price Index (monthly) (Alberta)" (e.g. <http://www40.statcan.ca/101/cst01/cpis01j.htm>) "All Items" index.

7.02 Labour Foremen

Labour Foremen shall receive not less than four dollars (\$4.00) over and above the highest classification under them.

Labour Foreman shall be members of Local 92, or Local 1111, and in good standing. Foremen so designated will be capable of performing all the tasks and duties over which they have jurisdiction.

7.03 For work in Industrial Stacks, and Bleaching Towers and Associated Holding Tanks, employees shall be paid as follows: over fifty (50) feet above a solid permanent structure one hour per day extra shall be paid and one hour extra for each additional fifty (50') feet. On new construction projects, height pay will not be applicable on engineered scaffolding that is erected from the base of a vessel or stack.

ARTICLE EIGHT - PAYMENT CONDITIONS

8.01 Wages shall be paid once per week by cheque delivered to the job. Not more than five (5) days pay shall be held back.

8.02 When an employee is terminated arrangements will be made to allow him to pick up his pay and papers, including his E.I. Separation Slip, at the office of the Employer no later than three (3) working days following termination, or the employee may request that his pay and papers be mailed to him within two (2) working days following termination.

8.03 When an employee is laid off or voluntarily terminates one (1) hours notice shall be given or one (1) hours pay provided or forfeited in lieu of notice.

8.04 If the pay is not ready within the times specified in 8.02 above, unless due to a clerical error, the employee shall be entitled to four (4) hours pay for each twenty-four (24) hour delay to a maximum penalty of twelve (12) hours.

8.05 In the event of a dispute related to the appropriate amount of pay owing to an individual, the amount in dispute may be remitted to The Joint Labour Management Committee where it will be held in trust pending the resolution of the dispute. In such cases the penalties for late payment stipulated in 8.04 will not apply.

ARTICLE NINE - HEALTH AND WELFARE

9.01 The parties hereto acknowledge the Laborers' Health & Welfare Trust Fund of Western Canada. Effective on the commencement of this Agreement, each Employer signatory hereto shall contribute one dollar and sixty cents (\$1.60) per hour for each and every hour worked by any employee under the job classifications set out in the Agreement. Contributions shall be made on the basis of full or half hours and shall be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from the employee's wages. Such contributions are in excess of the wage rates set out in the Agreement, and do not constitute a payment of wages or any portion of a payment of wages.

9.02 Upon the wages of an employee becoming due, the contributions outlined in Article 9.01 shall be calculated by the Employer and set aside for the Trustees of the said fund and the gross contributions for the Employer for all hours worked by all employees in the said classifications in a month shall be forwarded by the Employer to the said fund at:

**Laborers' Health & Welfare Trust Fund of Western Canada
9th Floor, 9707 - 110 Street,
Edmonton, Alberta
T5K 3T4,**

no later than the fifteenth (15th) of the month following.

9.03 It is understood that the contributions negotiated under this clause are for the benefit of members of the Union, as recognized by the Trustees of the said fund, who shall continue to have full discretion to make from time to time reasonable rules in this respect.

9.04 The Employer's liability to the Health and Welfare Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

9.05 Where an Employee performs work that would require the Employer to contribute hourly contributions to the Laborers' Health and Welfare Trust Fund of Western Canada in the amount specified in this Collective Agreement then the Employer shall keep, 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 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 as is herein before provided for, is deemed to be held in trust for the Trustees of this Trust Fund 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 TEN - PENSION PLAN

10.01 Effective upon the commencement of this Agreement the Employer will pay into the **Laborers Pension Fund of Western Canada**, four dollars and twenty-five cents (\$4.25) per hour for all hours earned by employees covered by this Agreement.

10.02 The Employer agrees to contribute for each and every hour worked by an employee under the job classifications set out in the Agreement. Contributions shall be made on the basis of full or half hours and shall be made on the basis of hours earned.

10.03 All payments shall be made no later than the fifteenth (15th) day of the month following the month for which the payment is to be made.

10.04 Payment to be forwarded to the Laborers' Pension Fund of Western Canada, located at:

**9th Floor, 9707 - 110 Street,
Edmonton, Alberta
T5K 3T4,**

or such other place as the Trustees may designate from time to time.

10.05 The Employer's liability to the Pension Fund or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner, and at the times set out herein.

10.06 Where an Employee performs work that would require the Employer to contribute hourly contributions to the Laborers' Pension Trust Fund of Western Canada in the amount specified in this Collective Agreement then the Employer shall keep, 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 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 as is herein before provided for, is deemed to be held in trust for the Trustees of this Trust Fund 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 ELEVEN - TRAINING

11.01 Training for Refractory Labourers will be provided for under the Joint Employers Safety Program as stipulated in Article 27.00.

ARTICLE TWELVE - HOLIDAYS AND VACATIONS

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

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	

12.02 Vacation Pay and Recognized Holiday Pay shall be credited to the employee at the percentage of his basic pay as set forth below. Basic pay shall be defined as the total dollar sum of all hours worked (including hours credited for overtime premiums) multiplied by the applicable net straight time hourly rate. (i.e. exclusive of employee benefit and other contributions). The applicable percentage shall be:

- (a) Vacation pay at six percent (6%) of basic pay;
- (b) Recognized holiday pay at four percent (4%) of basic pay.

12.03 Vacation and Recognized Holiday Pay shall be paid each pay period with wages that are due.

ARTICLE THIRTEEN - HOURS OF WORK, SHIFTS AND OVERTIME

13.01 Nothing herein shall be construed as establishing a guarantee of hours of work per day or per week.

13.02 Except as otherwise herein set forth, the regular hours of work shall be eight (8) hours per day, Monday to Friday inclusive.

13.03 The regular work week shall be forty (40) hours per week.

13.04 **Hours of Work**

Except as otherwise herein set forth, the regular shift shall be worked between the hours of 8:00 A.M. and 4:30 P.M., Monday to Friday inclusive. However, where site conditions dictate, the regular starting time may be deviated from up to two (2) hours in either direction, when employees are notified the preceding day.

13.05 **Overtime**

The first two (2) hours of overtime per day, Monday to Friday inclusive, shall be paid at one and one-half (1½x) times the applicable rate of pay. All other overtime hours and all hours worked Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.

Notwithstanding the above, **on new construction projects only**, where the majority of tradesmen who are working in the immediate vicinity, over the same approximate time period, and on work which is in conjunction with the work being performed by refractory labourers on the installation of vessels, tanks, etc. are receiving double time for all overtime worked, then the refractory labourers on that site will also receive double time.

For the purpose of calculating overtime premiums applicable where shifts are being worked, the regular work week commences at 8:00 a.m. Monday and ends at 8:00 a.m. Saturday. Saturday and Sunday double time premiums will apply from 8:00 a.m. Saturday until 8:00 a.m. Monday, with the exception that a Friday night shift which is scheduled to end at 8:00 a.m. Saturday will have the first two hours of overtime payable at one and one half (1½) times. The 8:00 a.m. times referred to in this clause are subject to the "deviation" referred to in clause 13.04.

13.06 **Lunch and Rest Breaks**

- (a) Normally, a non-paid lunch break of either one half (½) hour or one (1) hour duration will be taken halfway through each shift. However, if job conditions require, the lunch break may be moved up to one (1) hour in either direction.

- (b) Two (2) mid-shift breaks of ten (10) minutes will be allowed in each regular shift. The first break shall be between the starting time and the scheduled lunch break. The second break between the scheduled lunch break and quitting time. Breaks will be taken at mid-shift.
- (c) Where it is intended that at least one (1) hour of overtime will be worked, or in all cases of scheduled overtime, a ten (10) minute break will be allowed following the end of the regular shift.

Where it is intended that at least three (3) hours of overtime will be worked a one-half (½) hour paid meal break will be allowed once two (2) hours of overtime have been worked following the end of a regular shift. A hot meal will be provided to employees at this time if possible. If a hot meal is not provided an Employer will pay an employee twenty dollars (\$20.00) in lieu of the meal.

Should overtime continue beyond the above noted breaks thereafter, meal and coffee breaks will alternate every two (2) hours. A hot meal will be provided in subsequent meal breaks by mutual consent between the Employer and the employees working the overtime.

13.07

Shifts

- (a) All hours worked on shifts which begin outside of the limits to which the regular shift can be expanded as set forth in Clause 13.04 shall be paid a premium of three dollars (\$3.00) per hour (including overtime hours worked) except in the case of emergency one day callouts, which will not start later than 3:00 p.m. without shift premium applying.
- (b) Notwithstanding anything in this Article, a full eight (8) hours shall be allowed between any shift worked by an employee or the shift following such period where eight (8) hours rest is not allowed, shall be paid at double (2X) the regular rate of pay. No travel time shall be included in the eight hours of rest.

13.08

Show-up

- (a) When an employee or prospective employee reports to work at the scheduled starting time and he is prepared to work, he shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay and any travel time and transportation applicable whether he commences work or not. In such event, the Employer may require the employee(s) to remain on the site and may also require him to perform any work that may be available. On out of town work, where employees do not show commute daily, an employee will be entitled to receive the above noted show up pay unless they are advised, prior to the completion of their shift, of the cancellation of the next shift.

If an employee is asked to “stand-by” beyond the two hours show-up, the employee will be paid a minimum of four hours pay at the applicable rate of pay. If the employee is asked to “stand-by” in excess of four hours they will be paid the applicable hourly rate for each hour spent standing-by beyond four hours.

- (b) When an employee is working out of town and is not within reasonable traveling distance to return home (150 kms. or more) and more than one scheduled shift has been cancelled on a maintenance project then, for the second cancelled shift a worker will be paid four hours at straight time rates, and will be paid eight hours at straight time rates for any subsequent scheduled shifts missed. Alternatively a worker will be paid travel time (and kilometres if transportation is not provided) for return transportation to the city where they were dispatched. This will not apply where the owner of the project has shut down the entire project and workers from all trades are not working (with the exception of a skeleton crew).

13.09 (a) The Employer may establish a compressed work week schedule on any project providing the following conditions have been met:

- (i) such schedule will last a minimum of two consecutive work weeks
- (ii) the client has established such a schedule as the standard work week for the project
- (iii) and providing the Business Manager of the appropriate local union has been advised of the need for the schedule prior to the work commencing and the Parties have discussed and approved it. The schedule will be approved if it meets the above conditions.

A compressed work week schedule will consist of any four (4) consecutive days per week falling between Monday and Friday inclusive. A compressed work week schedule, once established, will remain consistent for the duration of the project. A regular day on a compressed work week schedule will consist of ten (10) hours. Hours worked in excess of ten (10) hours in one (1) day will be paid at the rate of double time (2X). Hours worked on a scheduled compressed work week day off (either Monday or Friday) will be paid at the rate of time and one half (1½X) for the first ten (10) hours and double time (2X) thereafter.

- (b) If hours of work are scheduled outside the compressed work week on a constant basis for more than one week then payment of wages and benefits will be paid as per Article 13.02, 13.03, 13.04 and 13.05.
- (c) On a compressed work week where it is intended to work one hour overtime following the end of the shift, a one half hour meal break will be allowed and a hot meal will be provided to employees at this time if practical. If a hot meal is not provided an Employer will pay the employee twenty dollars (\$20.00) in lieu of the meal.
- (d) All meal and coffee breaks will be taken in two (2) hour intervals. The Parties may discuss breaks to deal with special site circumstances.

ARTICLE FOURTEEN - WORKING CONDITIONS

14.01 A heated area for eating meals (apart and separate from the work area) and adequate sanitary facilities shall be provided on each jobsite.

14.02 In the event that the above facilities cannot be provided no employee will be penalized for temporarily leaving the jobsite to gain access to proper facilities.

- 14.03** Where a lockup room is not provided, a lock-box shall be provided.
- 14.04** Cool drinking water in approved sanitary containers shall be provided where same is not available from taps.
- 14.05** It is understood that the Employer shall provide to his/her employees all tools and equipment required for all work to be performed.
- 14.06** Where the following are required by jobsite conditions the Employer shall supply safety glasses, adequate hearing protection, gloves, rubber boots, waterproof aprons and adequate respiratory protection.
- 14.07** An employee who is injured in the course of performing his/her duties on the job, and where said injury results in the employee being later placed on compensation, shall be paid for that portion of the regular work day for which the employee was unable to continue work.
- 14.08** Coveralls will be supplied and maintained by the Employer or, where required by the owner/client, Fire Retardant or other types of coveralls will be supplied, while an employee is working in an area where there is a reasonable apprehension of a hazard to an employee's health if coveralls were not worn, and in areas where the work is excessively dirty. If disposable coveralls are supplied because of owner/client requirements, cloth coveralls will also be made available. Coveralls supplied under this clause must be returned to the Employer at the completion of the project or upon termination (whichever is the earlier) or the employee agrees the cost of replacing the coverall may be deducted from his pay.
- 14.09** Upon request from the Union, the Employer shall endeavor to make available for inspection the Material Safety Data Sheets on any products currently being used within the scope of this Agreement to the extent such information is available from the manufacturers and/or suppliers.
- 14.10** The Parties agree that it is in the best interests of all concerned to promote a safe working environment. Accordingly the Union has no objection to pre-employment and post incident substance abuse testing. The cost of such testing to be paid for by the Employer.
- 14.11** When an employee is sent to a work site where an on-site Union charges a monthly work permit, that permit will be paid by the Employer.

ARTICLE FIFTEEN - TRANSPORTATION

- 15.01** (a) It is not a condition of employment that an employee shall own a car nor is an employee required to supply or use his/her personal vehicle for the purposes of the Employers' business.
- (b) Refusal by an employee to use his/her personal vehicle on Employer business shall not be cause for dismissal or discipline, nor shall it be a reason for refusing to hire any employee.
- 15.02** Distances beyond the free zone referred to in this Article shall be measured by road kilometers along the shortest practical route.

15.03 For the purposes of this Agreement the Free Zone shall be that area within a forty-five (45) kilometer radius from the centre of each city containing a local hiring hall location.

15.04 Transportation Out-Of-Town

On jobs located outside the free zone where the employees travel to and from the job site, the Employer shall:

- (a) Provide transportation from mutually agreed pick-up points inside the free zone to the job and return, or
- (b) Where the Employer does not provide transportation, employees will receive Forty-seven cents (\$0.47) per kilometer traveled to provide their own transportation from the edge of the free zone to the job site and return by the shortest practical route.
- (c) The Coordinating Committee and the Alberta Building Trades Council shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for employers. Such information normally establishes a maximum rate for the first 5,000 km, and a lower rate for additional kilometres. The Coordinating Committee and the Council shall determine a rate that is midway between those two rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.

15.05 Travel Time Out-Of-Town

On jobs outside the free zone, where employees travel to and from the jobsite the Employer shall pay one (1) hour travel time at straight time rates for each one hundred (100) kilometers traveled beyond the free zone. Distances less than one hundred (100) kilometers will be paid on a pro-rata basis.

- 15.06**
- (a) Where air travel is used a regular economy air fare will be provided and travel time will be paid. Ground transportation will be provided from the airport to the place of accommodation.
 - (b) Notwithstanding 15.06 (a), for work on Projects in the Fort McMurray area, in lieu of air fare, travel time and ground transportation, a flat rate travel allowance of one-hundred and ninety-eight dollars (\$198.00) each way would be paid (increased to \$216 effective May 3, 2009). If an employee travels by air to the project the actual cost to the Employer of the air ticket (including applicable G.S.T.) will be paid for that employee. Where an Employer requires that an employee use air travel to Fort McMurray they will be reimbursed for the cost of ground transportation from the airport to the site and return (receipts may be required)..

15.07 In order to qualify for the travel allowance to the job an employee must be employed a minimum of fifteen (15) calendar days on site or until laid off or the completion of the job, whichever occurs first. In order to qualify for travel allowance from the job an employee must be employed on site for a minimum of thirty (30) calendar days or until laid off or the completion of the job, whichever occurs first. In order to qualify for mileage and travel time allowances to a project a worker must arrive at the project in possession of all valid safety certificates required in order to gain access to work on that project. If a worker is prevented from working on that project due to his failure to update his safety credentials and has been transported to the job by the Employer he will be provided with return bus fare if appropriate however no other travel compensation will be provided. Consideration will be given to waiving the above stipulations for compassionate reasons.

15.08 Where accommodation is provided, the following shall apply:

- (a) Where transportation is provided by the Employer to the job and the place of accommodation is not within reasonable walking distance from the jobsite, or during cold weather, transportation shall be provided by the Employer.
- (b) Employees will not be paid travel time or travel allowance to jobs located within a 33 kilometer radius of the place of accommodation which is closest to the job site, and which has rooms available, unless required by the employer to carry men and/or materials to the site in which case the Forty-seven cents (\$0.47) mileage allowance will apply.
- (c) Workers on night shift will be reimbursed for receipted expenses incurred on the last day of work at the end of the week, or the last shift of the job, where they keep their room in order to rest prior to returning home.

15.09 Notwithstanding anything in this Agreement, where an employee is requested and agrees to transport an Employer's material and/or equipment she/he shall be paid the applicable mileage allowance under Clause 15.04(b) and any free zone shall not apply for the mileage allowance.

15.10 Turnarounds

Where an employee is working beyond daily commuting distance and is required to work for twenty-four (24) consecutive days without a day off the employee will be provided with four days leave and will be paid a transportation allowance of \$150 (increased to \$165 effective May 3, 2009) The transportation allowance will only be paid on the condition the employee returns to the jobsite upon the completion of his four days leave and will be paid upon his return to the site.

ARTICLE SIXTEEN - ROOM & BOARD

16.01 On jobs beyond reasonable daily commuting distance from the cities of Edmonton or Calgary, where camp accommodation is available employees will stay in camp. Where camp accommodation is not available the Employer will pay a minimum per diem subsistence of \$100 per day with the following exception:

- the **Athabasca** and **Cold Lake** regions where the rate will be one hundred **twenty** dollars (\$120.00).
- the **Edson, Fox Creek, Peace River** and **Red Deer** regions where the rate will be one hundred **twenty-five** dollars (\$125.00).
- the **Hinton** region where the rate will be one hundred **thirty-five** dollars (\$135.00).
- the **Fort McMurray** region where the rate will be one hundred **forty-five** dollars (\$145.00).
- the **Grande Prairie** region where the rate will be one hundred thirty dollars (\$130.00).

- (b)
- (i) Where the subsistence is insufficient to provide for reasonable room and board the Employer will provide room and board at no cost to the Employee. In such cases the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
 - (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building Trades Council 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 Article 18. 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 requested or initiated by either the Employer or the Union.

16.02 An employee shall forfeit subsistence allowance for any scheduled work day that he/she is absent without prior approval from their Employer.

16.03 Forfeiture of subsistence allowance may be waived if the reasons for absenteeism is acceptable to the Employer.

ARTICLE SEVENTEEN - LOCAL RESIDENT PREFERENCE

17.01 Notwithstanding anything in this Agreement, local residents who are qualified union members may be given preference for employment.

17.02 A local resident is defined as any Union Member who has established six (6) months prior to the commencement of the project, a bona fide place of residence within a seventy-five (75) kilometer radius of the project involved.

17.03 (a) Local Residents shall not be entitled to transportation, travel time, subsistence or camp accommodation except that they shall be entitled to applicable overtime meals and/or a noon meal where non-local residents are eating their noon meal at the camp kitchen.

(b) If a local resident is prevented from traveling home due to concerns over his ability to travel home safely due to extreme weather conditions the worker will be reimbursed for costs for hotel and meals upon production of receipts for expenses incurred.

ARTICLE EIGHTEEN - GRIEVANCE PROCEDURE

18.01 A difference, may refer to a policy grievance between the Employer or Union or a grievance between the Employer and its Employees. A policy grievance shall be defined as an obligation that is alleged to arise out of the Collective Agreement and shall be adjusted as specified herein. Should any difference

arise between the Employer and any of its Employees as to the interpretation, application, administration, or alleged violation of this Agreement, the aggrieved Employee shall submit their grievance in writing to the Union and to the Employer's representative on the job, within five (5) working days of the occurrence giving rise to the grievance. The Employee may request assistance of the job steward and/or business representative of the Union in submitting the grievance.

18.02 Pre-Arbitration Process

- (a) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (b) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (c) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of, or spokesman for the Union, or for the subject Registered Employers' Organization shall be appointed.
- (d) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
- (e) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
- (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.

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

18.03

If the parties are unable to resolve a difference as referred to above within ten (10) working days of notification of the difference, either party may notify the other in writing of its desire to submit the matter to arbitration. The notice referred to in this clause shall contain:

- (a)** a statement of the nature of the grievance;
- (b)** the section or sections of the Collective Agreement allegedly violated or contravened;
- (c)** any relevant particulars such as names, dates and facts concerning the allegations;
- (d)** the remedy requested; and
- (e)** the name or list of names of persons who would be willing to accept the arbitrator's position, and the name of the party's nominee should an arbitration board be selected.

18.04

Upon the receipt of such a notice, the party receiving the same shall:

- (a)** Decide whether to appoint an arbitration board or single arbitrator to settle the difference.
- (b)** If it elects to appoint a single arbitrator and
 - (i)** if it accepts a person suggested as a single arbitrator, notify the other party within five (5) days of its acceptance of such an arbitrator.
 - (ii)** if it does not accept any of the persons suggested, notify the other party accordingly within five (5) days and submit with such notice a list of persons that are willing to accept as a single arbitrator.
- (c)** If it elects to appoint an arbitration board, notify the other party accordingly and name its nominee to the arbitration board. The nominees to the arbitration board shall endeavor to agree to a person to be appointed as chairman of the arbitration board.

If the parties are unable to agree to a person to act as single arbitrator within fifteen (15) days of notification of the desire to submit a matter to arbitration, or if the nominees to an arbitration board are unable to agree to a person to act as chairman within ten (10) days of the last nominee being appointed, either party may request the Minister of Labour in writing to appoint the single arbitrator or arbitration board chairman.

The single arbitrator or arbitration board chairman shall, within five (5) days of their appointment, schedule a hearing to resolve the matter in question.

18.05

Under the terms of this Agreement, a grievance is a complaint regarding:

- (a) an alleged violation of the Collective Agreement;
- (b) an alleged contravention of the Collective Agreement;
- (c) unjust discipline.

- 18.06** In the case of a dispute involving the failure of an Employer to remit in a timely fashion the full amounts required by Article 27.01, the Association (Construction Labour Relations an Alberta Association) may directly pursue such failure to comply with this Collective Agreement. The Association may, in its own name, file a grievance against such an Employer. Such a grievance may be referred by the Association to an Arbitrator or Arbitration Board without being processed through any intervening steps other than written notice in reference to Arbitration for the purpose of such a grievance. The Parties to the Grievance for the purposes of appointment to the Arbitration Board shall be the Association and the subject Employer.
- 18.07** The Arbitrator or Arbitration Board, shall have the power to determine all questions of arbitrability and shall issue a decision which is final and binding on all parties, and upon any Employee(s) or Employer(s) affected by it. Where both parties have agreed, together with the Arbitrator or Arbitration Board to the procedure to be followed no appeal as to the use of that procedure shall be taken.
- 18.08** The Arbitrator or Arbitration Board shall determine his/its own procedure, but shall give full opportunity to all parties to present evidence and to make representations; the Arbitrators shall also have the power to relieve against non-compliance within time limits, or any other technicality or irregularity.
- 18.09** The Arbitrator or Arbitration Board shall determine the real issue in dispute according to the merits and make whatever disposition he/it deems just and equitable. The Arbitrator or Arbitration Board, shall also provide reasons in writing for such decision within twenty (20) days from the date of the hearing of the grievance. However, except as permitted in the next clause, the Arbitrator or Arbitration Board shall not alter, amend, change, modify, or extend the terms and/or conditions of this Collective Agreement.
- 18.10** If the Arbitrator or Arbitration Board by his/its award determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and this portion of this Collective Agreement does not contain a specific penalty for the infraction, that is the subject matter of the Arbitration, the Arbitrator or Arbitration Board may substitute/modify such penalty for the discharge or discipline as to him/it seems just and fit in all circumstances.
- 18.11** 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.
- 18.12** Notwithstanding clause 18.10 above, the Arbitrator or Arbitration Board may exercise his/its discretion in an appropriate case to rule that the costs of the Arbitration Board or Arbitrator is shared equally.

ARTICLE NINETEEN - JURISDICTIONAL DISPUTES

- 19.01** If a jurisdictional dispute should arise between the Union and any other Labour organization on any job the Employer shall make an assignment of the disputed work and the Union shall comply with this assignment, pending settlement of the dispute among the parties concerned or by the appropriate superior authority.
- 19.02** The Union shall not permit any of its members to engage in any interruption in the progress of the work nor to engage in any work stoppage as a result of a dispute. The Union shall not establish picket lines for the purpose of influencing the settlement of the dispute.
- 19.03** When the Jurisdictional Disputes Settlement Task Force jointly composed of representatives of the CLR-A, I.C.A. and the Building Trades Council agree upon a plan for the settlement of jurisdictional disputes in Alberta then, subject to the ratification of the Parties hereto, commitment to the use of the plan shall be incorporated into this Collective Agreement forthwith and all existing language contrary to the settlement of jurisdictional disputes in accordance with the new Plan shall be removed from this Collective Agreement.
- 19.04** Jurisdictional disputes shall be settled under this Article and not under Article 18.00 - Grievance Procedure.
- 19.05** The Employer agrees to notify the applicable Local Union if any contract awarded which will employ a significant number of employees coming within the scope of this Agreement. Either Party may call a pre-job conference prior to the commencement of such a project. It shall be the purpose of the pre-job conference to discuss issues related to manning the job.

ARTICLE TWENTY - WAGE BOND

- 20.01** The Union may require Contractors who sign this Collective Agreement, other than the signatory contractors who were members of CLR-A as of March 26, 1997, to post a wage bond of thirty thousand dollars (\$30,000.00) where the Union feels it is necessary for the protection of its members. This Article is not applicable on new construction projects.

ARTICLE TWENTY-ONE - PROHIBITION OF STRIKES OR LOCKOUTS

- 21.01** The Employer agrees that there shall be no lockout or breach of this Agreement during its term.
- 21.02** The Union agrees that there shall be no strike, stoppage of work, slowdown, work to rule or other action that would stop or interfere with the Employers' operations during the term of this Agreement.

ARTICLE TWENTY-TWO - SPECIAL PROJECTS CLAUSE

22.01 On special multi-trade projects (jobs in excess of one million dollars), upon request of either party, the affected Unions and the affected Contractors shall appoint representatives to a Committee (including an official from the Alberta Building Trades Council and an official from the Construction Labour Relations - an Alberta Association). This Committee may agree to recommend modification to provisions of the Agreement to provide for greater uniformity and/or conditions unique to the special needs of the project prior to job commencement.

Any modifications to the Agreement prior to implementation shall first be ratified by the Signatory Contractors and the Unions within the time limits established by the Committee.

ARTICLE TWENTY-THREE - FILING COPIES

23.01 A copy of the Agreement shall be deposited with the Human Resources and Employment Department of the Province of Alberta and with Human Resources Development Canada within one (1) month of the date of signing.

ARTICLE TWENTY-FOUR - SAVING CLAUSE

24.01 It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

ARTICLE TWENTY-FIVE - JOINT LABOUR MANAGEMENT COMMITTEE

25.01 A Joint Labour Management Committee shall be established to attend to those matters which are of mutual interest. To ensure its effectiveness the Committee shall be separate and apart from the grievance procedure.

25.02 The Joint Labour Management Committee shall consist of equal representatives of labour and management. The Committee shall select a Chairman and a Secretary from the Committee and such appointments shall be held for a one (1) year term.

25.03 The Joint Labour Management Committee shall meet twice per year. Additional special meetings related to Health & Safety issues may be called by either party to which other affected individuals may be invited to attend. A preliminary agenda will be sent out with the notice of meetings.

ARTICLE TWENTY-SIX - EMPLOYER BARGAINING AGENT CONTRIBUTIONS

- 26.01** (a) The Employer agrees to contribute the sum of six cents (6¢) per hour worked by each employee working within the scope of this collective agreement to Construction Labour Relations – An Alberta Association. The above amount may be amended by CLR-A if its regular hourly dues are changed.

The Employer shall make such contributions on the forms provided not later than the fifteenth day of the month following the month in which the hours were worked. Contributions mailed to:

**Construction Labour Relations – Alberta
904, 10050 – 12 Street
Edmonton, Alberta
T5K 2J1**

- (b) In addition to the contributions stipulated above, an amount which is currently two and one-half cents (2½¢) per hour worked (and which can be changed at the choice of Construction Labour Relations – Alberta (CLR-A)), shall be forwarded to Construction Labour Relations at 2725 – 12th Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR-A to provide the Construction Employee and Family Assistance Benefit Plan (CEFAP) for all bargaining unit employees employed under the terms of this Collective Agreement pursuant to the plan rules.

ARTICLE TWENTY-SEVEN - JOINT EMPLOYERS' SAFETY PROGRAM

- 27.01** The Employer shall pay into the Joint Employers' Safety Program such amounts as are from time to time set by the Trustees of the program (currently 25¢ per hour worked) and shall abide by the rules and procedures of the program. Contributions are mailed to:

**Joint Employers' Safety Program
c/o Hudson, Peterson Weis & Williams
800, 5241 Calgary Tr. South
Edmonton, Alberta
T6H 5G8**

Employees who have worked on refractory work in excess of thirty days in the previous twelve month period will be required, in accordance with the Silica Regulations, to take a pulmonary function test, and a chest x-ray. In addition, a hearing test and an evaluation of the employee's ability to wear a respirator will also be required. The cost of such tests will be borne by the J.E.S.P. providing the employee takes the test offered through the Plan and the employee was working for an Employer who is Party to this Collective Agreement. Such tests will be repeated every two years providing the above noted conditions are met.

SIGNATORY PAGE

Signed this ____ day of _____, 2007

**CONSTRUCTION LABOUR RELATIONS -
AN ALBERTA ASSOCIATION**

**THE CONSTRUCTION AND
GENERAL WORKERS'**

Neil Tidsbury, President
Construction Labour Relations

Local Union No. 1111

Local Union No. 92