

# **COLLECTIVE AGREEMENT**

**Effective July 6, 2003**

## **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**

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 6<sup>th</sup> day of July , 2003, up to and including the 30th day of April, 2005 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 The following regular hourly wage rates will be effective as follows:

<b>Effective Date</b>	<b>Net Rate</b>	<b>Vac. &amp; Hol. Pay</b>	<b>H &amp; W</b>	<b>Pension</b>	<b>Gross Rate</b>	<b>JESP*</b>
July 6/03	\$24.52	\$2.45	\$1.60	\$3.90	\$32.47	\$ 0.40
May 16/04	\$25.24	\$2.52	\$1.60	\$3.90	\$33.26	\$0.40

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

**7.02 Labour Foremen**

Labour Foremen shall receive not less than three dollars (\$3.00) 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**, three dollars (\$3.90) 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 pay for recognized holidays shall be credited to the employee at the percentage of his basic pay as set forth below. Basic pay shall be defined as the total dollar sum of all hours worked multiplied by the applicable net straight time hourly rate (i.e. exclusive of employee benefit and other fund contributions). Effective Sunday, October 31, 2004 Vacation Pay and Recognized Holiday Pay will also be paid on overtime hours based on the number of hours earned at the applicable overtime premium. 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 two dollars and fifty cents (\$2.50) 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.

### **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** 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.

## **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 thirty-nine cents (\$0.39) 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 eighty dollars (\$180.00) each way would be paid (this amount to be amended in accordance with the terms of the Memorandum of Agreement). 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 thirty-nine cents (\$0.39) 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 \$135. 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 \$85 per day with the following exception:

- Fort McMurray - \$125.00 per day

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.

- 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** All grievances between the Employer and the Union regarding the interpretation, application, operation or an alleged violation of this Agreement shall be settled without loss of production, stoppage of work or lockout as hereafter provided.
- 18.02** Either the Union or the Employer may institute a grievance under the terms of this Agreement, but must do so within twenty-one (21) calendar days of the initial occurrences of the incident on which the complaint is based. If they fail to settle same within ten (10) calendar days, or an extension of time mutually agreed upon, either of the parties may proceed under 18.05.
- 18.03** An aggrieved employee shall submit his complaint within the time limits noted above to the Steward or a representative of the Union who shall endeavour to settle the complaint between the employee and his immediate supervisor within a time of five (5) days (excluding Saturdays, Sundays and Holidays).
- 18.04** If the complaint is not settled under 18.03 above it may be referred within five (5) working days to the company management and a representative of the Union who shall attempt a settlement within five (5) days (excluding Saturdays, Sundays and Holidays).

- 18.05** If the complaint is not settled under 18.02 or 18.04 above it may be referred within five (5) working days to Construction Labour Relations - An Alberta Association and the Business Manager of the Union and/or Business Representative who shall attempt a settlement within five (5) days (excluding Saturdays, Sundays and Holidays). Grievances presented in 18.05 shall be, in writing, signed by the person on whose behalf the grievance is filed and shall state the details of the complaint, the Articles alleged to be violated and the remedy sought.
- 18.06** If the parties fail to reach an agreement under the preceding steps either party may by written notice to the other party stating the nature of the difference, require the establishment of an Arbitration Board. Such written notice must be served within ten (10) days following the completion of the preceding step.
- 18.07** Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice. The two (2) members, as appointed, shall endeavour to select an independent Chairman excepting that the parties may mutually agree that the arbitration shall be by way of a single arbitrator.
- 18.08** If the two (2) members fail to select a Chairman or single Arbitrator within five (5) days after the day on which the last of the two (2) members is appointed they shall request the Minister of the Department of Labour to select a Chairman.
- 18.09** The Arbitration Board shall not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement, or that involves the determination of a subject matter not covered by or not arising during the term of this Agreement.
- 18.10** The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman except that with the consent of both parties such limitation of time may be extended. The findings and decisions of the Arbitration Board shall be binding on all parties.
- 18.11** Each party to the difference shall bear the expenses of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.
- 18.12** The time limits herein are mandatory unless waived in writing by the Parties hereto. If the party grieved against does not process the grievance within the time allowed the aggrieved party may proceed to the next stage of the procedure up to and including Arbitration. If the party grieving does not process the grievance within the times allowed the grievance will be deemed to have been abandoned or settled upon the basis of the last reply given.

## **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 in (a) above, an amount to be determined but which is currently estimated to be one and one-half cents (1.5¢) per hour worked, shall be forwarded to Construction Labour Relations at 2725 – 12<sup>th</sup> Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR-A to provide an Employee and Family Assistance Benefit Plan (EFAP) 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 40¢ 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 \_\_\_\_\_, 2003

**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

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# **COLLECTIVE AGREEMENT**

## **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 Ltd.  
TAC West**

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**. At time of printing of this Agreement the New Construction Collective Agreement had not been renewed therefore conditions contained herein that relate to new construction are subject to change.)

**July 6, 2003 to April 30, 2005**  
(as amended effective May 16, 2004)  
Article 7.01 - Wages  
Article 15.04 (c) – Transportation Out-Of-Town  
Article 23.01 – Filing Copies

