

**REFRACTORY
LABOURERS
MAINTENANCE

COLLECTIVE AGREEMENT**

between

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

**Clayburn Services Ltd.
RHI Canada Inc.
Canadian Stebbins Engineering and Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
ThorCan Construction & Refractories
BFI Constructors Ltd.
Worley Industrial Services ULC
Reftech International Inc.**

and

**Local Union #92 Edmonton 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.**)

November 8, 2020 to August 30, 2022

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COLLECTIVE AGREEMENT

Effective November 8, 2020

REFRACTORY LABOURERS - MAINTENANCE

Between

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

**Clayburn Services Ltd.
RHI Canada Inc.
Canadian Stebbins Engineering and Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
ThorCan Construction & Refractories
BFI Constructors Ltd.
Worley Industrial Services ULC
Reftech International Inc.**

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

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

(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 8th day of November, 2020, up to and including the 30th day of August, 2022 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 Local 92 is as defined below:

(a) Local 92

The Province of Alberta, and 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.

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	Base Rate	VP & SHP	H&W	Pension	Gross Rate
Foreman (\$4.00)					
November 8, 2020	\$38.98	\$3.90	\$2.40	\$5.06	\$50.34
August 30, 2021	\$39.21	\$3.92	\$2.40	\$5.06	\$50.59
Refractory Labourer					
November 8, 2020	\$34.98	\$3.50	\$2.40	\$5.06	\$45.94
August 30, 2021	\$35.21	\$3.52	\$2.40	\$5.06	\$46.19

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, and in good standing. Foremen so designated will be capable of performing all the tasks and duties over which they have jurisdiction.

Foremen who are Industrial Construction Crew Supervisor (ICCS) designated will be paid an additional premium of \$1.50 per hour. This premium will be paid on the basis of hours worked.

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. At the discretion of the Employer, electronic pay records and records of employment may be used. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued.

- 8.02** When an employee is terminated, and the Employer does not use electronic pay, arrangements will be made to allow him to pick up his pay and papers, 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. Where the Employer uses electronic pay, his final pay will be paid on the next regular pay day. Upon request, a printed record of employment will be issued.
- 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.
- 8.06** If the Employer determines that an error of overpayment has occurred, and the error has occurred within the previous six months, the Employer shall promptly give notice in writing to the affected employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through one or more subsequent pay periods. The employee shall be given three working days to respond to the notice from the Employer. If the employee agrees with the error and the plan for correction of the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional three workings days, the Employer may implement the plan to correct the error, recognizing that the Employer may ultimately be responsible for damages and other remedies through the grievance procedure if the Employer is in error.

If the employee is no longer employed by the Employer by the discovery of the error or the completion of the plan to correct the error, the Union shall, provide the last known contact information of the employee to the Employer to assist in recovering the overpayment.

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 the amount stipulated in Article 7.01 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**, the amount stipulated in Article 7.01 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**.

11.02 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information

by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

ARTICLE TWELVE - HOLIDAYS AND VACATIONS

- 12.01** (a) 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 | |
- (b) For the purposes of this section, a “regular work day” is a day for which straight time rates would apply and an “overtime day” is a day for which overtime rates would apply to all hours worked.
- (c) Where a General Holiday falls on an overtime day, the General Holiday will be observed on the next regular work day. Under these circumstances, work performed on the day on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.
- 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 and a half (2.5) 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 and fifty cents (\$3.50) 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. 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 and a half (2.5) hour intervals. The Parties may discuss breaks to deal with special site circumstances.

ARTICLE FOURTEEN - WORKING CONDITIONS

- 14.01** Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department inspection.
- 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** The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety

equipment or protective clothing may be subject to the cost of replacement and/or discipline.

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

- (i) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.
- (ii) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

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

14.07 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.

14.08 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.

14.09 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.

14.10 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.

14.11 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 is to be paid for by the Employer.

14.12 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 fifty-two cents (\$0.52) 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 Building Trades of Alberta 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. Updated rates are posted at www.clra.org.

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 (within a 100 km radius of Fort McMurray), in lieu of air fare, travel time and ground transportation, a flat rate travel allowance of two hundred and twenty-four dollars (\$224.00). 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 fifty-two (\$0.52) 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 \$174.00. 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** (a) On jobs beyond reasonable daily commuting distance from the cities of Edmonton or Calgary, where camp accommodation is available employees will stay in camp. All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 - 2018 Camp Rules and Regulations, or any successor thereto.

All grievances concerning a camp will be resolved through the grievance procedure provided in the B.T.A. / C.L.R.A. Camp Rules and Regulations.

Where camp accommodation is not available the Employer will pay a minimum per diem subsistence of \$110 per day except for subsistence rates established for a specific communities and regions as posted at www.clra.org and <http://www.local92.com> and <http://www.liuna.org/Default.aspx?alias=www.liuna.org/local1111>.

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

(iii) The Subsistence Review Committee will consist of:

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

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

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an employee to purchase available accommodation and three (3) meals per day in the community or communities where employees will be domiciled. In the event that the majority of the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that the majority of the Committee agrees with the resolve. Any such mutually agreed upon decision shall be issued within 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 All difference between the Employer or Trade Division, and the Union regarding the interpretation, application, operation, or an alleged violation of this Agreement shall be settled without stoppage of work or lockout by negotiation or as hereinafter provided. All time limits in this Article may be extended only by mutual consent between the Employer or the Trade Division and the Union.

18.02 In the event that either the Employer, Trade Division, or the Union wish to process a grievance covering the interpretation, application, operation, or an alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by the one party to the other within twenty (2) days (excluding Saturdays, Sundays, and holidays) of the event giving rise to the grievance and proceed to **18.04** or **18.05-18.10** below.

18.03 In the event of any dispute arising out of this Agreement between the Employer and an employee, the following procedure will be followed:

(a) An aggrieved party shall within five (5) days (excluding Saturdays, Sundays, and holidays) of the alleged violation submit his complaint in writing to the Steward (or where no Steward is present, the Business Representative of the Union) who shall endeavour to settle the complaint between the employee and his/her immediate supervisor.

(b) If the complaint is not then settled is shall be referred to the Management of the Employer and an official representative of the

Union within five (5) days, (excluding Saturdays, Sundays, and holidays).

- (c) If the complaint is not then settled within five (5) days (excluding Saturdays, Sundays, and holidays) the grievance shall be filed in writing within a further five (5) days (excluding Saturdays, Sundays, and holidays) stating the nature of the complaint, the section or sections of the Agreement infringed upon or claimed to have been violated and the remedy or correction claimed and referred for resolution to arbitration pursuant to **18.05-18.10** or utilize **18.04** as a Pre-Arbitration Process.

18.04

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 shall be referred to arbitration within 10 days (excluding Saturdays, Sundays, and 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/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (d) The Joint Grievance Panel shall hold a hearing in to the matter within ten (10) days (excluding Saturdays, Sundays, and holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and holidays) of the date the hearing was held.
- (e) Each of the parties shall advise the other, within five (5) days of receipt of the recommendation (excluding Saturdays, Sundays, and 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 (10) days (excluding Saturdays, Sundays, and 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 shall then refer the matter to Arbitration within ten (10) days (excluding Saturdays, Sundays, and holidays) of the receipt of the JGP recommendations.

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

18.05 If the complaint is not settled following the preceding steps of the Grievance procedure, it shall be referred to an Arbitration Board within the time limits set out in **18.04(b)** or **18.04(g)** above; by mutual consent of the parties this time limit may be extended. The Arbitration Board shall be comprised on one (1) member appointed by the Employer, one (1) by the Union and a neutral Chairperson by its members. Each party shall bear the expense of their appointee.

If either party fails to appoint a member to the Arbitration Board within ten (10) days, or if the appointed member cannot agree on a neutral Chairperson within fourteen (14) days of the appointment of the second member, such appointments shall be made in accordance with the Labour Relations Code.

Alternatively, the matter may be referred to a single Arbitrator if mutually agreed in writing between the Employer or Trade Division and the Union.

18.06 The Parties agree that the unsuccessful party will pay the fees and expenses of the arbitrator.

18.07 The Arbitrators shall give their decision not later than fourteen (14) days after their appointment except with the consent of both parties, such limitation of time may be extended.

18.08 If both Chairs of the Negotiating Committees signatory to this Agreement agree to the intent of any Article in this Agreement, the arbitrator shall accept that as evidence at the grievance hearing.

18.09 The arbitrator may 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 arising during the term of this Agreement, except as provided for in the Labour Relations Code.

18.10 The Parties agree that an award of such arbitrator may be enforced under the proper provisions of the Labour Relations Code.

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 May 1, 2011, 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 Building Trades of Alberta 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) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.

The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be eleven (11¢) per hour for each and every hour worked by Employees of the Employers that are party to this Collective Agreement. This amount may be amended from time to time, and notice to the Employer of an amendment shall be sufficient to amend this obligation.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to

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

- (b) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program and for Workforce Development Initiatives. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

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

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 and shall abide by the rules and procedures of the program. Contributions are mailed to:

**Joint Employers' Safety Program Trust
Joint Employers' Safety Program
PO Box 4627 Stn South Cro
South Edmonton, Alberta
T6E 5G5**

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.

The J.E.S.P. will provide Health and Safety related training to employees engaged in refractory work as requested by the Employer. A daily stipend as determined from time to time by the Board of Trustees of the JESP will be provided to those employees who are taking this training through the J.E.S.P.

ARTICLE TWENTY-EIGHT – RESERVE FORCES

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

ARTICLE TWENTY-NINE – CANADIAN MODEL

29.01 Concurrence

Except for the matters set out in articles **29.02** and **29.03** below, the *Canadian Model for providing a Safe workplace*, Version 6.0 Addendum [the “*Canadian Model*”], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

29.02 Random Testing

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

29.03 Site Access Testing and Dispatch Conditions

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

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

29.04 Test Results

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

29.05 Collection Site Documentation

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections A-2 Urine Testing and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

29.06 Reasonable Cause and Post Incident Testing

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

29.07 Point of Collection Testing (POCT)

If an employer requests a worker to participate in a POCT risk assessment pursuant to 4.8.5 of the *Canadian Model v. 6.0*, and the worker provides the urine sample, and the laboratory drug test result is negative, the worker shall be paid for any time the worker would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the worker's conduct in respect to the incident or reasons for the test request. If the worker declines to provide the sample for the POCT risk assessment and the laboratory drug test result is negative, the worker shall not be entitled to any pay for time the worker would have otherwise worked while waiting for the laboratory result.

SIGNATORY PAGE

Signed this 21st day of October, 2020

For the Association:

Original Signature on File

Joe McFadyen
President, CLRA

For the Union:

Original Signature on File

John Desrosiers
Business Manager, Local #92

**LETTER OF UNDERSTANDING – PENSION CONTRIBUTION REALLOCATION
FOR PENSIONERS**

By and Between

between

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

**Clayburn Services Ltd.
RHI Canada Inc.
Canadian Stebbins Engineering and Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
ThorCan Construction & Refractories
BFI Constructors Ltd.
Worley Industrial Services ULC
Reftech International Inc.**

and

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

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from November 8, 2020 through August 30, 2022 as set out in the said Collective Agreement, and

Whereas the Parties mutually desire to have the employer pension contributions contained within said collective agreement ceased and reallocated upon the conditions outlined in this Letter of Understanding being met, and

Whereas adjustments to the gross rate are necessary to ensure that the Employer does not incur increased costs for WCB, EI, and CPP charges resulting from a higher base rate, and

Now Therefore it is Agreed that the affected employees will be compensated according to the wage schedule contained within this Letter of Understanding upon the following conditions being met:

- 1.** An employee must be age 62 or older and collecting pension benefits from the Labourers' Pension Fund of Western Canada and must produce documentation satisfactory to the Union and the Employer of this, and
- 2.** If the employee is currently working for a particular Employer, then that Employer must receive at least three weeks written notice (which has been signed and approved by the Union) from that employee of the employee's desire to be compensated according to the wage schedule contained in this Letter of Understanding, and

3. The employee accepts that once starting to be compensated according to the wage schedule contained in this Letter of Understanding with a particular employer then that decision cannot be reversed as long as the employee is in the employ of that employer, and
4. The employee cannot be working for the employer in the Trainee or Entry Level Classification, and
5. If the employee is being dispatched by the union to the employer and desires to be paid according to a wage schedule contained in this Letter of Understanding then the union must provide documentation that satisfies 1, 3, and 4 above.

Upon all of these conditions being met the wage schedule for the affected employees shall be:

Effective Date	Base Rate	VP & SHP	H&W	Pension	Gross Rate
Foreman (\$4.00)					
November 8, 2020	\$42.63	\$4.26	\$2.40	\$0.00	\$49.29
August 30, 2021	\$42.86	\$4.29	\$2.40	\$0.00	\$49.55
Refractory Labourer					
November 8, 2020	\$38.63	\$3.86	\$2.40	\$0.00	\$44.89
August 30, 2021	\$38.86	\$3.89	\$2.40	\$0.00	\$45.15

Furthermore, as part of the conditions for implementing this reallocation of pension contributions the parties agree to the following:

- There are no requirements for the Employer to remit pension contributions under the said collective agreement to the Labourers' Pension Fund of Western Canada on behalf of employees paid according to the wage schedules contained in this Letter of Understanding.
- Should employer pension contributions change during the life of the collective agreement, then the parties will mutually agree to a revised wage schedule.

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

Signed this 21st day of October, 2020

For the Association:

Original Signature on File

Joe McFadyen
President, CLRA

For the Union:

Original Signature on File

John Desrosiers
Business Manager, Local #92

LETTER OF UNDERSTANDING – JOINT EMPLOYERS’ SAFETY PROGRAM

Between

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

**Clayburn Services Ltd.
RHI Canada Inc.
Canadian Stebbins Engineering & Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
ThorCan Construction & Refractories
BFI Constructors Ltd.
Worley Industrial Services ULC
Reftech International Inc.**

And

**Local Union #92 Edmonton and its Members
of The Construction and General Workers’ Union**

(together, the Parties)

Whereas the Registered Employers’ Organization and the Union have entered into a collective agreement, which is currently in force and effect; and

Whereas the Joint Employers’ Safety Program Trustees have amended the Trust agreement to reflect a new dues structure; and

Whereas it is advantageous to the Parties to have the current dues structure outlined in the collective agreement;

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

- 1) The language in Article 27 shall be amended to read:

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 and shall abide by the rules and procedures of the program. This amount is currently set at \$0.50 per hour for Employers who had made either a lump sum contribution of \$15,000 or an hourly contribution for 18 continuous months prior to January 1, 2017. All other Employers must make a lump sum contribution of \$15,000 or an hourly contribution of \$1.00/hour until the threshold of \$25,000 has been met. Once these said thresholds are met, contributions will be made at the applicable rate.

Employees who have worked on refractory work in excess of thirty days in the previous 12 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 ever two years providing the above noted conditions are met.

Subject to amendments to the Program by the trustees, the J.E.S.P. currently covers the cost of the following safety training courses for employees working for an Employer who is Party to this Collective Agreement:

- First Aid;
- Transportation of Dangerous Goods;
- H2S Alive;
- Confined Space;
- Fall Protection;
- OSSA BSO;
- CSTS; and
- Leadership for Safety Excellence Course (up to 10 employees per year).
- Audiometric Testing
- Chest X-Ray
- Spirometry Test

2) This Letter of Understanding attaches to and forms part of the collective agreement.

All of which is agreed this 21st day of October, 2020

For the Association:

Original Signature on File

Joe McFadyen
President, CLRA

For the Union:

Original Signature on File

John Desrosiers
Business Manager, Local #92

**LETTER OF UNDERSTANDING – EMPLOYMENT OF HELMETS TO
HARDHATS REGISTRANTS**

Between

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

**Clayburn Services Ltd.
RHI Canada Inc.
Canadian Stebbins Engineering & Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
ThorCan Construction & Refractories
BFI Constructors Ltd.
Jacobs Industrial Services Ltd.
Reftech International Inc.**

and

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

(together, the Parties)

Whereas Helmets to Hardhats Canada (H2H Canada) facilitates veterans of the Canadian Armed Forces and persons planning to transition from service in the Canadian Armed Forces (H2H Canada registrants) in gaining careers in the construction and maintenance trades and occupations;

And whereas the Parties are supporting of the efforts of H2H Canada and assisting in ensuring H2H Canada registrants are afforded priority opportunities to engage in the construction and maintenance trades and occupations;

Now Therefore It Is Agreed that in addition to the hiring procedures and the Union and employer hiring obligations and prerogatives set out in the Collective Agreement between the Parties;

- 1** The Union shall establish protocols to ensure priority dispatch of H2H Canada registrants in response to employer dispatch requests, in recognition, appreciation and respect for the service to Canada of H2H Canada registrants, and communicate such protocols to the employer or employers bound by the Collective Agreement.
- 2** The Union or the joint apprenticeship training committee [insert correct name of committee from the collective agreement], as may be appropriate, shall establish provisions with its apprenticeship intakes to include H2H Canada registrants.
- 3** The Employer may directly hire H2H Canada registrants, subject to the following conditions:

- a) The Union shall be notified of the name and contact information of each person so hired, and of the position/appointment being filled, forthwith upon employing each; and
 - b) Such direct hires may not exceed 1 hire per calendar year or 5% of all hires in a calendar year (whichever is the greater) within the scope of the Collective Agreement; and
 - c) Persons so hired must make application to join the Union, which shall make union membership available to the person so hired, and pay the usual dues and assessments required of persons employed pursuant to the Collective Agreement; and
 - d) The Employer shall forthwith cause the person so hired to be indentured as an apprentice, where it is possible to do so.
- 4 Additional hires of H2H Canada registrants may be mutually agreed between the Union and the Employer.
- 5 This Letter of Understanding shall be effective November 8, 2020 and shall be attached to and form part of the Collective Agreement.

Signed this 21st day of October, 2020

For the Association:

Original Signature on File

Joe McFadyen
President, CLRA

For the Union:

Original Signature on File

John Desrosiers
Business Manager, Local #92

LETTER OF UNDERSTANDING – TWO BREAK SYSTEM

Between

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

**Clayburn Services Ltd.
RHI Canada Inc.
Canadian Stebbins Engineering & Manufacturing Co. Ltd.
Alliance Refractories Ltd.
Technical Acid Construction (T.A.C.) West Ltd.
ThorCan Construction & Refractories
BFI Constructors Ltd.
Jacobs Industrial Services Ltd.
Reftech International Inc.**

And

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

(together, the Parties)

Whereas the Registered Employers' Organization and the Union have entered into a collective agreement, which is currently in force and effect; and,

Whereas the Parties mutually desire to be able to comply with Owner/Client specific needs in respect to scheduling breaks;

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

- 1) When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which workdays are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

- 2) This Letter of Understanding shall be effective November 8, 2020 and shall be attached to and form part of the Collective Agreement.

Signed this 21st day of October, 2020

For the Association:

Original Signature on File

Joe McFadyen
President, CLRA

For the Union:

Original Signature on File

John Desrosiers
Business Manager, Local #92