

ALBERTA PROVINCIAL INSULATORS

GENERAL CONSTRUCTION SECTOR COLLECTIVE AGREEMENT

between

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

and

**The International Association of Heat and Frost Insulators
And Allied Workers, Local Union #110, Alberta**

May 7, 2023 to April 30, 2025

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

Between

**Construction Labour Relations - An Alberta Association
Insulators (Provincial) Trade Division**
[hereinafter called the Association]

on behalf of all Employers who are bound or who subsequently become bound by this
Collective Agreement by the operation of Registration Certificate 9
[each of which Employers is hereinafter referred to as the "Employer"]

and

**The International Association of Heat and Frost Insulators
And Allied Workers, Local Union #110
Edmonton and Calgary**
[hereinafter referred to as the "Union"]

on behalf of all Employees who are bound or who subsequently become bound by this
Collective Agreement by the operation of Registration Certificate 9
[each of which employees is hereinafter referred to as the "Employee"]

WHEREAS, the representatives of the above noted Parties have bargained collectively pursuant to the provisions of the *Alberta Labour Relations Code*, and

WHEREAS, pursuant to the terms of the said *Code*, the terms of a Collective Agreement have now been agreed and ratified or otherwise established,

NOW THEREFORE this Agreement witnesseth that the terms of the Collective Agreement between the Parties are as follows:

ARTICLE 1.00 - OBJECTS AND SCOPE OF AGREEMENT

- 1.01** This Agreement provides for collective bargaining and, as such, must recognize as its principals the Union as the certified bargaining agent of the Employees, and the Registered Employers' Organization as the agent of the various individual firms and corporations as may be recognized in the trade as Employers.
- 1.02** The object of this Agreement is to stabilize the industry and to ensure a peaceful adjustment of any and all grievances, disputes and differences that may arise between the parties and to provide a better and efficient service to the public.
- 1.03** The purpose of this Agreement is to govern and stabilize the wages and working conditions of work undertaken by the Employers in the application of insulation and all protective coverings which are within the jurisdiction of the Union. However, under no circumstances shall this Agreement apply to work which is performed by Employers in manufacturing plants.
- 1.04** It is agreed that in keeping with the intent of this Collective Agreement and its accompanying Segments, that the determination as to what Segment a project shall be performed should be made prior to tendering.
- It is agreed that any Employer tendering work that falls within more than one accompanying Segment is obliged to notify the Association so that a determination can be made in accordance with this Clause.
- 1.05** The parties hereto agree that the terms of this Collective Agreement are not binding in respect of residential construction or to asbestos abatement work. For the purposes of this Collective Agreement, residential work shall include single family housing including duplexes, walk-up apartments and condominiums up to a maximum of 3 floors in height [above grade].

ARTICLE 2.00 - GRIEVANCE PROCEDURE

- 2.01** Any dispute, grievance or misunderstanding between the Employer, the Association, an Employee, and/or the Union concerning the interpretation, application, operation or an alleged violation of this Collective Agreement shall be settled without stoppage of work or walkout.
- 2.02** Any Employee, Employees, and/or Union who has a grievance within the terms of this Collective Agreement shall put the same in writing within 21 calendar days not including General Holidays and having been duly signed shall present the same to the Shop Steward or, if there is no Shop Steward, then to the Employer, who with the Business Agent will discuss the matter.

The Employer or the Registered Employers' Organization who has a grievance with respect to this Collective Agreement shall put the same, in writing, within 21 calendar days not

including General Holidays and having been duly signed shall present the same to the Business Agent, or any officer of the Union, or if none are available, the Shop Steward and the same shall thereupon be discussed with the Union.

Pre-Arbitration Process

- (a) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel [JGP], unless 1 of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (b) In the event a party serves notice of an intention to bypass the JGP the matter may be referred to arbitration within 10 days [excluding Saturdays, Sundays, and Statutory Holidays] of such notice being served.
- (c) Such JGP will consist of 2 appointees of the Employer and 2 appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (d) The JGP shall hold a hearing into the matter within 10 days [excluding Saturdays, Sundays, and Statutory Holidays] of being appointed and shall issue their recommendation forthwith, but in any event within 3 days [excluding Saturdays, Sundays, and Statutory Holidays] of the date the hearing was held.
- (e) Each of the parties shall advise the other, within 5 days of receipt of the recommendation [excluding Saturdays, Sundays, and Statutory Holidays], as to whether they accept or reject the recommendation.
- (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within 10 days [excluding Saturdays, Sundays, and Statutory Holidays], or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration as referenced below within 10 days [excluding Saturdays, Sundays, and Statutory Holidays] of receipt of the JGP recommendations.
- (h) No lawyers shall be permitted to participate in the JGP proceedings.

If the above pre-arbitration process is not utilized, the grievance of either Employee, Employer, Registered Employers' Organization, or Union is not settled to the satisfaction of either party within 7 days from the date upon which written grievance was presented to the other side, the party dissatisfied shall, by written notice, notify the other party of their

desire to appoint a grievance board within 5 working days. The Union and the Employer shall each appoint 1 member to represent the respective parties, and the 2 members so appointed shall endeavor to select an independent chairman within 5 working days.

- 2.03** Failing to agree within 5 working days on the selection of an independent chairman, the 2 appointees shall request the Minister of Labour to select a chairman.
- 2.04** The grievance board so established shall have the authority to interpret this Agreement and apply the provisions of this Agreement and it shall not alter or direct an alteration to this Agreement or make any deletions or additions hereto.
- 2.05** The grievance board may dispose of any discharge of discipline grievance in any manner which it considers just or equitable.
- 2.06** The majority decision of the grievance board shall be final and binding upon both parties.
- 2.07** The Employer and the Union agree that the cost of the Arbitrator or Arbitration Board shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator or Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of \$300.00 per day for each nominee.
- 2.08** Notwithstanding **Clause 2.07** above, the Arbitrator or Arbitration Board may exercise discretion in an appropriate case to rule that the cost of the Arbitration Board or Arbitrator is shared equally.
- 2.09** If it appears that any portion of the Collective Agreement contravenes Federal or Provincial legislation or regulations, such provisions shall be inoperative, but the balance of the Collective Agreement shall continue in full force and effect.
- 2.10** Any of the above time limits respecting a grievance can be extended if mutually agreed by both parties in writing. Such consent will not be unduly withheld.
- 2.11** As an alternative procedure to that outlined, commencing with **Clause 2.03** the following procedure shall be used if mutually agreed in writing between the Employer and the Union.
- (a) The steps prescribed in **Clause 2.01 and Clause 2.02** shall apply.
 - (b) If the matter of complaint is not then settled within 10 days [excluding Saturdays, Sundays and General Holidays], it shall be referred to a single Arbitrator who shall be selected and agreed upon by the Employer and the Union.
 - (c) Should the Employer and the Union fail to agree on the appointment of a single Arbitrator within 14 days from the date of referral, the appointment shall be made by the Minister of Labour.
 - (d) The single Arbitrator shall have the same authority as an Arbitration Board and shall make his/her decision within 14 days of his/her appointment.

- (e) The Employer and the Union agree that the cost of the Arbitrator shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator.
- (f) Notwithstanding (e) above, the Arbitrator may exercise his/her discretion in an appropriate case to rule that the cost of the Arbitrator is shared equally.
- (g) The single Arbitrator shall not alter, amend or change the terms of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.
- (h) By mutual consent of the parties the foregoing time limits may be extended. Such consent will not be unduly withheld.

ARTICLE 3.00 - JURISDICTIONAL DISPUTES

- 3.01** A jurisdictional dispute is that dispute between the Union and any other Building and Construction Trade Union(s) or between the Employer and the Union in respect to an assignment of trade jurisdiction to a particular Building and Construction Trade Union.
- 3.02** Any jurisdictional dispute arising between the parties to this agreement with any of the affiliated trade organizations comprising the Alberta [and N.W.T.] Building Trades Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of the Alberta Construction Industry, as per Ministerial order 35/95 dated the 18th day of October 1995.
- 3.03** In any event, there shall be no work stoppage over any jurisdictional dispute.

ARTICLE 4.00 - SUBCONTRACTING

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

ARTICLE 5.00 - SAVING CLAUSE

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

ARTICLE 6.00 - JOINT TRADE BOARD

- 6.01** A Joint Trades Board shall be established consisting of 4 members from the Union and 4 members from the Association. Both parties may have 1 additional guest at meetings of the Joint Trade Board, but such guests shall not be official members of the Board.
- 6.02** The first meeting of the Joint Trade Board will be within 90 days of the signing of this Collective Agreement and twice a year after that date with a minimum of 2 weeks' notice being provided.

ARTICLE 7.00 - ACKNOWLEDGEMENT

- 7.01** We acknowledge we live and work on the territorial lands of **Treaty 6, 7 and 8**, a traditional gathering place, travelling route and home for many Indigenous Peoples including the Nehiyawak/Cree, Anishinaabe/Ojibway/Saulteaux, Nakota, Dene Suliné, Kanai/Blood, Niitsitapi/Blackfoot, Siksika/Blackfoot, Metis, Piikan/Peigan, Nakoda Sioux/Stoney, Tsuu T'ina/Sarcee, Tsek'ehne and the Inuk/Inuit.
- 7.02** The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal people, visible minorities and RAP students in the workforce. To that end, the Trade Division and the Union will jointly undertake recruitment initiatives aimed at increasing the number of these people as new Apprentices who will join the Union.

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

ARTICLE 8.00 - TERM OF AGREEMENT

- 8.01** This Collective Agreement shall be in full force and effect from the 7th day of May, 2023 [*the second Sunday following ratification*], to the 30th day of April, 2025, and thereafter it shall terminate, continue, or be renewed in accordance with the provisions of the *Alberta Labour Relations Code*.
- 8.02** Should either party wish to change this Agreement they shall give notice of such desire to the other party not less than 60 days or more than 120 days prior to the 30th day of April 2025, or any subsequent anniversary date. Notice shall be given in writing, by registered mail, to either party.

- 8.03** When notice to negotiate has been given by either party, this Agreement shall continue in full force and effect during any period of negotiations until termination. This Agreement shall terminate upon the following event(s):
- (a) legal strike; or
 - (b) legal lockout; or
 - (c) the mutual agreement of the Parties.
- 8.04** It is mutually agreed by both the Employer and the Union that every effort shall be made by both parties to this Collective Agreement to conclude negotiations for a renewal of the Agreement prior to May 1, 2025 should changes be desired by either party.

This Collective Agreement is signed this 7th day of May 2023 in Edmonton, Alberta by and between the parties signatory hereto:

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #1 - Grandfathering of Current Projects

by and between

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION
INSULATORS (PROVINCIAL) TRADE DIVISION**
[hereinafter referred as the “Association”]

and

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110**
[hereinafter referred as the “Union”]

Whereas the Parties have entered into a Collective Agreement for a term from May 7th, 2023 to April 30, 2025, and thereafter as set out in the said Collective Agreement; and

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

Now Therefore It Is Agreed between the Parties hereto that on all projects which were tendered prior to the effective date of the Collective Agreement, the minimum “Enabled” terms and conditions of employment that were in effect immediately prior to the effective date of the Collective Agreement shall continue to be the minimum terms and conditions for the duration of the projects for which they were intended.

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

Signed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #2 – Addressing Non-Payment of Employer Contributions

by and between

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

[hereinafter referred as the “Association”]

and

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

[hereinafter referred as the “Union”]

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

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

NOW THEREFORE the Association and the Union agree as follows:

- (a) In the event of a failure by an Employer to make the contributions required, in a timely manner to any trusteed fund constituted under this Collective Agreement, the Trustees of such a Trust Fund may, on their own behalf, take legal action before a court of competent jurisdiction notwithstanding the Grievance and Arbitration provision of this Collective Agreement. Such recourse to the court of competent jurisdiction shall and shall be deemed to extend to the determination and the collection of contributions, any interest for failure to remit, and the expense of the enforcement of obligations to pay those contributions provided under the applicable trust deed, or any other such matter.
- (b) In order to give effect to the provisions of **Clause (a)** of this Letter of Understanding, all Clauses of the Collective Agreement is expressly amended to allow the Trustees of each Trust Fund to take such legal action; and

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

Signed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

SEGMENT A – INDUSTRIAL

ARTICLE A-1.00 - INDUSTRIAL DEFINITION

A-1.01 Industrial Construction shall mean construction work in respect of the plant process involved in, but not limited to:

- Hydro or thermal Electrical Power Generation greater than 100 megawatts
- Mining and Smelting properties
- Oil Sand properties
- Oil Refineries, Upgrades and all forms of Hydrocarbon production, extraction or processing and onsite utilities
- Chemical Plants
- Production and processing plants for Natural Gas, Liquid Petroleum products and Manufactured Gases
- Base/Precious/Other Metal production plants or upgraders of any and all kinds
- Insulation work on heating, ventilation, and air conditioning systems located on industrial sites

In addition, industrial work shall include such work as may reasonably be considered as Industrial Construction as mutually agreed by the Business Manager and Contractor bidding the work. If agreement cannot be reached a single arbitrator will be used to make the sector determination in writing within 24 hours. A list of acceptable arbitrators will be compiled by the Joint Trade Board within 90 days of ratification of this Collective Agreement.

ARTICLE A-2.00 - RECOGNITION AND CLASSIFICATIONS

A-2.01 The Employer recognizes that the Union has jurisdiction:
(a) in the Province of Alberta; and
(b) the Northwest Territories and Nunavut.

A-2.02 Employees as used herein shall mean and include:
(a) Certified and Uncertified Journeyperson members of the Union; and
(b) Indentured Apprentice and Improver members of the Union; and
(c) Certified and Uncertified Journeyperson members of affiliated Unions; and
(d) Indentured Apprentices and Improver members of affiliated Unions; and
(e) Improvers dispatched to work by the Union.

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

A-2.03 The Employers shall recognize the Union as the sole bargaining agent for all Employees coming within the scope of this Collective Agreement.

- A-2.04**
- (a) Journeypersons shall be Red Seal Certified and/or Canadian Provincial Certified Journeyperson in the Mechanical Insulation trade (Insulator Heat and Frost).
 - (b) Uncertified Journeypersons shall be classified as such by the Union if they;
 - (i) Provide proof of 7200 hours has been worked in the Mechanical Insulation trade, and
 - (ii) Successfully complete the written examination with the Insulator Training Trust of Alberta, and
 - (iii) Successfully complete the practical trade examination with the Insulator Training Trust of Alberta.
- Or**
- (iv) Provide proof from the Alberta Skilled Trades and Apprenticeship Education Act board that the Member has attended all 3 years of technical training, and
 - (v) Provide proof that a minimum of 5650 hours has been worked in the Mechanical Insulation trade, and
 - (vi) Successfully passed the First and Second Year provincial examinations, and
 - (vii) Successfully passed the Third Year school examinations and shop requirements, and
 - (viii) Completed additional instruction and study with the Training Coordinator prior to attempting a rewrite of the Third Year provincial examination, and
 - (ix) Are unable, after a minimum of 3 attempts, to successfully pass the Third Year provincial examination, and
 - (x) Provide a letter from a signatory Employer to the Insulator Training Trust of Alberta, stating that the Worker possesses the required skills and knowledge expected of a Journeyperson.
- (c) Uncertified Journeypersons will not be eligible to be appointed as a Foreman unless the Uncertified Journeyperson obtained Journeyperson “B” status prior to the end of the 2015-2019 Provincial Collective Agreement.
 - (d) Uncertified Journeypersons will be considered Journeypersons for the purposes of dispatch.
- A-2.05**
- (a) An indentured Apprentice member of the Union who has, in the opinion of the Executive Director of the Government Apprenticeship Board, consistently failed to pass the examinations given under the apprenticeship program or who failed to progress in the apprenticeship program and has thereby had their contract of apprenticeship cancelled by the Government Apprenticeship Board, may apply to the Union for the classification of “Improver”.
 - (b) An un-indentured Insulator who is unable to become indentured because the member does not have the required education and is unable to pass the Insulator Trade Entrance Examination, may apply for the classification of “Improver”.

- (c) Members applying for this classification must submit proof of **Clause A-2.05 (a) or (b)** above, and/or any documentation of the member's circumstance underlying the inability to advance in an apprenticeship to the Training Coordinator, and an evaluation of that member's work ethic and letter(s) of recommendation from a contractor Employer(s) to the Business Manager for consideration to receive Improver classification.
- (d) An Improver will remain a member of the Union and retain all the rights and privileges of a Union member, except as noted in (e) below, provided they are in good standing. The Improver member will not be subject to lapsing from the Union for failing to complete their apprenticeship.
- (e) Any hours accumulated by a member in the Improver classification will not count towards qualifying for Uncertified Journeyman status.

A-2.06

The Union will only classify Members as having Appropriate [Apt] Apprentice 2 or Apt Apprentice 3 status if they have been provided proof of at least 2000 hours and 4000 hours respectively have been worked in the insulation trade in accordance with the Alberta Skilled Trades and Apprenticeship Education Act and the Union deems through evaluation of hands on and traditional testing that the Member has Second or Third year apprentice skills. While having Apt Apprentice 2 or Apt Apprentice 3 status the Member will be considered a Second or Third year apprentice for the purposes of this Segment of the Collective Agreement.

In order to retain Apt Apprentice 2 or Apt Apprentice 3 status the Member must become an Indentured Apprentice with Alberta Skilled Trades and Apprenticeship Education in the trade of Insulator and progress in a timely fashion through the apprenticeship program. The Employer will evaluate the skills of the Apt Apprentice within 90 days after the Member report date. The Employer will provide the Union with the Member evaluation in writing. If the Employer does not agree that the Apt Apprentice has the required apprentice level skills, a review will be conducted in conjunction with a Representative of the Local 110 Training Trust. This review will determine the skill level of the Apt Apprentice. The Member can accept the determined classification and corresponding wage schedule or accept a layoff for "other reasons". If the Member elects a layoff, that Member shall not be entitled to any travel provisions outlined in **Article A-10.00**.

Such evaluation and classification assignment shall not be subject to the grievance procedure.

A-2.07

Improver Designation

- (a) To receive Improver designation the Member must provide proof of hours worked in the insulation trade in accordance with the Alberta Skilled Trades and Apprenticeship Education Act to the Union, as per the following:
 - (i) Improver Level 1: 0 to 1999 hours
 - (ii) Improver Level 2: 2000 to 3999 hours
 - (iii) Improver Level 3: 4000 to 5999 hours
 - (iv) Improver Level 4: 6000 hours or more.

- (b) The base rate for Improvers shall be as follows:
 - (i) Improver Level 1: First Year Apprentice base rate
 - (ii) Improver Level 2: 5% below Second Year Apprentice base rate
 - (iii) Improver Level 3: 10% below Third Year Apprentice base rate
 - (iv) Improver Level 4: 10% below Certified Journeyman base rate

- (c) Improvers will be dispatched after Indentured Apprentices or Certified Journeymen based on their Improver designation. Improver Level 1 – First Year Apprentice, Improver Level 2 – Second Year Apprentice, Improver Level 3 – Third Year Apprentice, and Improver Level 4 – Journeyman.

ARTICLE A-3.00 - MANAGEMENT RIGHTS

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

A-3.02 The Union agrees to provide qualified Union members to the Association and to any Employer(s) who are or may become bound by this Collective Agreement.

ARTICLE A-4.00 - UNION RIGHTS

A-4.01 The Employer agrees to employ the Members of the Union in the construction work to which Registration Certificate No. 9 applies. That may include the application, preparation, fabrication, assembling, altering, erecting, spraying, pouring, mixing, hanging, adjusting, moulding, repairing, dismantling, reconditioning, testing, and maintaining on the job, the heat and frost insulation of such materials as Magnesia, Asbestos, Cork, Mineral Wool, Infusorial Earth, Mercerized silk, Lax Fibre, Fire Felt, Fiberglass, Urethane, Foamglass, Styrofoam, Polythene, Metal Cladding or other protective coverings used in our trade, or substitutes for those materials, or engage in any labour for managing or moving insulation materials on the job site using vehicles or other equipment and for clean-up. The above mentioned is to include application on hot and cold surfaces of thermal refrigeration protective coating.

A-4.02 The Business Manager and/or Business Agent shall have access to all jobs covered by this Collective Agreement provided the Business Manager and/or Business Agent reports to the Employer representative.

A-4.03 (a) The Union may appoint 1 qualified tradesperson as a Job Steward on each project, or may have 2; 1 Job Steward being an alternate. The Union shall advise the Employer, in writing, of the name of each Job Steward appointed.

(b) Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with “The Canadian Model for Providing a Safe Workplace” [*Canadian Model*] [as amended from time to time].

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

(d) The Employer will make all reasonable effort to connect the Job Steward with an Employee when requested to do so and will have the Job Steward present for all formal disciplinary action.

A-4.04 (a) Where 6 or more Employees are employed the Employer, where practical, will supply a warm, dry, clean, secure room for the Employees to change and dry their clothes; store and lock-up Employees and Employers tools. When the Employer provides change rooms, they shall be equipped with exhaust fans.

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

(b) A separate, warm, clean, dry lunchroom shall also be provided for the specific purpose of eating lunch and/or having coffee breaks. Lunchrooms shall be

equipped with exhaust fans. Alternate coffee break locations to be designated by the Job Steward and the Employer representative.

A-4.05 There shall be ample time allowed each day for cleanup, such time to be set by the Job Steward and the Employer's representative.

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

A-4.06 Under no circumstances shall any material [with the exception of personal tools] pertaining to any jobs be carried in private vehicles.

A-4.07 Employers shall not accept or transfer Employees from another Employer unless mutually agreed to by the Employers and the Union.

ARTICLE A-5.00 - HOURS OF WORK, OVERTIME AND BREAKS

A-5.01 The **Clauses** of **Article A-5.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

A-5.02 (a) The regular work week shall consist of 40 hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday and shall not exceed 8 hours per day. Regular daily hours shall be from 8:00 a.m. to 4:30 p.m. The Employer may vary the start/quit times by changing the scheduled starting time up to 1 hour. Variances beyond 1 hour shall only occur if mutually agreed to by the Employer and Business Manager and/or Business Agent of the Union and the consent to variance will not be unreasonably withheld.

(b) As an option the Employer may schedule 10 hours per day Monday through Thursday if notice has been given to all the Employees involved on a day during the previous work week. The Employer may revert to the 5 day work week by giving the same notice. Where this option is implemented the start time will normally be 7:00 a.m. which may be varied by up to 1 hour in either direction to meet site scheduling needs.

(c) A 10 day on and 4 day off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in 1 week followed by Monday through Thursday in the subsequent week.

- (d) When a 10 day on and 4 day off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least 3 working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

A-5.03 Overtime rates shall be as follows:

- (a) time and one-half for the first 2 hours of overtime worked on a weekday, being Monday through Friday inclusive,
- (b) when compressed work weeks are scheduled pursuant to this Article on a Monday through Thursday basis, time and one-half shall apply to the first 10 hours worked on the Friday,
- (c) double time shall apply to all overtime hours that are not included in **A-5.03(a)** and **(b)** above.

A-5.04 Overtime premiums as specified in Segment A of this Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. An Employee that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Employees who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid double time for all hours worked on those days.

A-5.05 **Overtime Meal Provisions**

- (a) When Employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the 10th hour, to provide a meal at no cost to the Employees, for those involved. One-half hour at the straight time rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than 5 hours after the last mealtime. Should an Employee be requested to continue work, then an additional hot meal shall be supplied every 4 hours under the same conditions above.
- (b) Should an Employee not be provided with meals as set out in the preceding paragraph, they shall receive an allowance of \$50 and a 15 minute paid break.

- (c) Where a supervisor is required to:
 - (i) start up to 1 hour earlier, or
 - (ii) finish up to 1 hour later, or
 - (iii) start up to ½ hour earlier and finish up to ½ hour laterthan the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **A-5.05(a)** will not apply unless those provisions are applicable to the rest of the crew.

A-5.06 Personal time off

- (a) It is accepted that an Employee may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) An Employee who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full 8 or 10 hours as scheduled for that shift. In the case of an Employee on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work weekday off. It is also understood that provided such absences conform to these conditions, the absence will not disqualify the Employee from working overtime scheduled for that week.

A-5.07 Breaks

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

When 10 hour shifts are worked, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, approximately equally spaced in the 10 hour shift. The first break will be unpaid. The second break shall be paid at applicable rates. Where necessary, a break maybe moved to accommodate operational needs. In the event an Employee is not able to take a break, the Employee shall be paid an additional ½ hour at time and one half for each missed break. The Employee will be given a break as close to the regularly scheduled break as possible. The moving of these breaks may be done on an emergency basis only and shall not be implemented on a regular recurring basis. This option shall not be applicable to compressed work weeks for which workdays are regularly scheduled in excess of 10 hours. A change in scheduling of the breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change is made.

A-5.08 If an Employee is required to return to work before an 8 hour break occurs, the Employee shall be paid double time the rate of pay. If an 8 hour break does not occur before the Employee's regular daily hours of work commence, then double time shall apply for that entire shift of hours.

A-5.09 (a) The parties understand and agree that on remote job sites or where special conditions apply, scheduling of extended workdays/days off may be beneficial to the completion of the work, and in those circumstances the Employer and the Union will mutually agree to a work schedule to meet job conditions.

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

ARTICLE A-6.00 - RECOGNIZED HOLIDAYS AND VACATIONS

A-6.01 The following shall be General Holidays under this Collective Agreement:

New Year's Day	Alberta Family Day	Good Friday
Victoria Day	Canada Day	Heritage Day
Labour Day	Truth & Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

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

A-6.02 Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an Employee's scheduled day off shall not affect the start date of the Employee's return to work, or the rate of pay for that day.

A-6.03 When a general holiday occurs on a day on which Employees are scheduled to work, an Employee who opts to not work on the general holiday shall give the Employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such Employees will not be penalized for utilizing this option.

A-6.04 It is agreed that in the event any other day is declared a General Holiday by a Government [Federal or Province Alberta] which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

ARTICLE A-7.00 - SHIFT PREMIUM

A-7.01 A shift premium of \$3.50, over and above the basic daytime hourly rate will be paid for all shifts that have a start time outside 06:00 AM to 10:00 AM.

A-7.02 Where possible the Employer will provide 24 hours prior notice of the commencement of shift work.

ARTICLE A-8.00 - SHOW UP

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

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

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

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

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

A-8.06 On a project to which Employees are supplied transportation and accommodation, and on which work is suspended for greater than 2 consecutive days for reasons beyond the control of the Employees and the Employer:

- (a) Representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall jointly seek a meeting with the Owner to get a full understanding of the reasons for the suspension of work, and the anticipated duration of the suspension, and develop and implement a plan that best addresses the needs of the Employees, the Employers and the Owner.
- (b) If the suspension of work is anticipated to be greater than 3 days, the Employer shall facilitate transportation for any workers that wish to leave the project, to the nearest commercial transportation. Such workers will be permitted to return to the project, subject to the workforce requirements of the remaining work, on the next work cycle transportation.
- (c) Following the suspension of the work, representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall again meet with the Owner to evaluate the event and determine what, if any, additional measures should be implemented to best address the needs of the Employees, the Employers and the Owner.

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	PENSION	TRAIN	GROSS WAGE
Second Year Apprentice							
	07-May-23						\$40.83
	05-Nov-23						\$42.65
	05-May-24						\$44.15
First Year Apprentice							
	07-May-23						\$32.12
	05-Nov-23						\$33.52
	05-May-24						\$34.67

A-9.04 Industrial Temporary Foreign Workers and Pensioners Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Journeyman						
	07-May-23					\$61.16
	05-Nov-23					\$63.97
	05-May-24					\$66.27
Uncertified Journeyman						
	07-May-23					\$58.26
	05-Nov-23					\$60.92
	05-May-24					\$63.11
Third Year Apprentice						
	07-May-23					\$49.55
	05-Nov-23					\$51.79
	05-May-24					\$53.63
Second Year Apprentice						
	07-May-23					\$40.83
	05-Nov-23					\$42.65
	05-May-24					\$44.15
First Year Apprentice						
	07-May-23					\$32.12
	05-Nov-23					\$33.52
	05-May-24					\$34.67

A-9.05 Industrial Improver Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Improver 4						
	07-May-23					\$49.44
	05-Nov-23					\$51.97
	05-May-24					\$53.65
Improver 3						
	07-May-23					\$40.16
	05-Nov-23					\$42.19
	05-May-24					\$43.53
Improver 2						
	07-May-23					\$34.88
	05-Nov-23					\$36.61
	05-May-24					\$37.78
Improver 1						
	07-May-23					\$28.83
	05-Nov-23					\$30.23
	05-May-24					\$31.17

A-9.06 Employees shall receive 6% of their applicable base rate for vacation pay and 4% of their applicable base rate for recognized holiday pay. Income tax on these amounts shall be shown and deducted each pay period.

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

- A-9.07**
- (a) For every Five (5) Foremen on a job, the Employer shall employ a General Foreman, and one (1) General Foreman for every 5 Foremen thereafter. General Foreman shall be Journeyman members of the Union and shall receive a minimum of 125% of Journeyman base rate of pay.
 - (b) There shall be a minimum of 1 Foreman for the first 3 Employees who can supervise upwards to 15 Employees, and 1 Foreman for every 15 Employees thereafter. Foremen shall be Journeyman members of the Union and shall receive a minimum of 110% of Journeyman base rate of pay. No Foreman shall supervise more than 15 Employees at any time.
 - (c) General Foreman and Foreman shall be paid an additional \$1.50 per hour if that person has achieved the Industrial Construction Crew Supervisor designation.
 - (d) General Foreman and Foreman shall be paid an additional \$0.75 per hour worked if that person has achieved CLRA Better Supervision Certification [BSV] and

ACSA Leadership for Safety Excellence [LSE] Certification but, have not achieved Industrial Construction Crew Supervisor designation.

A-9.08 Pay day shall be weekly and not more than 1 week's pay may be held back unless other arrangements are made between the Employer and the Union. Payment may be by cheque or direct deposit at the option of the Employer.

If full payment for hours worked is not received on a regularly scheduled payday 1ne of the following shall apply:

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

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

(b) If 1 full day's pay or less is owed, the outstanding hours will be paid on the next payday. In the event the outstanding hours are not paid on the next payday, the Employee will be paid 4 hours pay, and will be paid an additional 4 hours pay for each pay period until said outstanding hours are paid.

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

A-9.09 A complete statement of the Employee's earnings and deductions shall be shown on each pay cheque or on a separate statement if direct deposit is used. The statement shall include:

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

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

A-9.10 Except for valid reasons agreed to by the Joint Trade Board, Employees shall receive their pay prior to quitting time on payday or be paid 4 hours for each regularly scheduled working day until their cheque arrives.

ARTICLE A-10.00 - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

A-10.01 DAILY TRAVEL

The following conditions will apply on jobs within daily commuting distance of the nearest Geodetic Monument, [the center of the cities in which the Unions are centered, the location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower] or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.

- (a) (i) A 45 kilometer radius free zone from the Geodetic Monument, or around any place in which Employees are temporarily domiciled by the Employer, shall be established.

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

(iii) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of 5 test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of 45 minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.
- (b) Notwithstanding **Clause A-10.01(a)**, on major construction projects located within the free zone, around the cities of Edmonton and Calgary but beyond the city bus transportation system of those cities, where it is projected that the total construction workforce will exceed 500 multi-trade construction Employees, the affected Parties shall meet to discuss the viability of implementing a system of providing transportation to the site.

- (c) For projects beyond the 45 kilometer free zone for which daily travel is required, the Employer will have the following options;
 - (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the Employees, as a vehicle allowance, at the current rate listed on www.clra.org, per kilometer traveled each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

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

- (d) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided.
- (e) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
- (f) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of 2 hours at the applicable straight time rate.
- (g) If an Employee is required by the Employer to move from 1 job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the current rate as listed on www.clra.org per kilometer traveled if the Employee uses his/her own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.

- (h) Employees required to travel out of a city or town to another job after working a shift, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.
- (i) When an Employee is being paid subsistence allowance in accordance with **Clause A-10.04 (a) or (b)**, and when there is no accommodation available within 45 kilometers of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometres beyond a 45 kilometre radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45-kilometre radius of the project becomes available, the payment of the travel allowance will cease.

A-10.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily travel allowance under **Clause A-10.01(c)** would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in **Clause A-10.01(b)** below, based upon a radius from the nearest Geodetic Monument, as applicable, current rates listed on www.clra.org.
- (b) Notwithstanding the provisions of **Clause A-10.02(a)**, when transportation is provided by the Employer, no travel allowance will be paid.
 - (i) When transportation is provided by the Employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle [being scheduled days of work for which there is no more than a 1 day of rest scheduled within consecutive scheduled days] an Employee, at the time of dispatch, will be allowed to elect to use the Employer supplied transportation or to receive Collective Agreement initial/return/rotation allowances. Buses must comply with **Clause A-10.01(d)**.
 - (ii) An Employee who has elected Collective Agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.
 - (iii) An Employee who has elected Collective Agreement initial/return/rotation allowances and who is found using Employer supplied transportation will become disentitled to further Collective Agreement initial/return/rotation allowances, as 1 consequence.

- (iv) If an Employee who elects Collective Agreement initial/return/rotation allowances uses Employer supplied transportation for his/her initial trip that Employee will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - (v) Regulations shall be established for the use of Employer supplied transportation governing behavior and the use of, e.g., alcohol, tobacco and other substances.
 - (vi) Notwithstanding the foregoing, an Employee who has elected to use Employer supplied transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a 1 way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation to or from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- (c) Employees will qualify for and receive initial transportation allowance to the job site after being employed at the site for either 15 calendar days or completion of the job, whichever is the lesser.

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

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

A-10.03 ROTATIONAL LEAVE/TURNAROUNDS

- (a) The Rotational Leave Allowances set out herein shall be subject to review in January of each year of the term of this Collective Agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to **Clause A-10.06(c)(iii)**, the allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. Current rates are as listed at www.clra.org.

- (i) Rotational Allowance is paid after 35 calendar days of employment on the job and every 35 calendar days of employment following return from a rotational leave.
Where the Employee accepts Employer supplied transportation, the Employee shall not be entitled to the above allowance.
- (ii) Allow Employees 5 working days leave after the first 35 calendar days of employment on the job and every 35 calendar days of employment following return from a rotational leave.
- (b) It is further understood and agreed that the above described trips be on a rotation basis and at no time more than 25% of the working force shall be on such home leave.
- (c) Where the Employer supplies transportation the Employee shall remain eligible for rotational leave.
- (d) Time spent away from a jobsite due to a jobsite closure or scheduled vacation of 1 work week [5 days or 4 days as the case may be] or longer will not be credited towards the accumulation of calendar days for earning a turnaround leave.

A-10.04

ACCOMMODATION, ROOM & BOARD

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

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

- (i) camp accommodation, which shall be available 7 days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount listed on the Construction Labour Relations website at www.clra.org under the Rates and Allowances – Subsistence Rates tab. Rates and locations are subject to update during the term of this Collective Agreement.

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

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

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

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

- (i) camp accommodation; or
- (ii) mutually agreed room and board; or
- (iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in amount listed on www.clra.org under the Rates and Allowances – Subsistence Rates tab. Rates and locations are subject to update during the term of this Collective Agreement.

Employees failing to report for work on the workday immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to **Clause A-10.04(a)(ii) or A-10.04(b)(ii)** above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of Registered Employers' Organizations, which committee shall make a final and binding decision within 5 days from the date of referral.
- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these 3 options will satisfy the Employer's obligations pursuant to this Article.
- (e) (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide 1 of the following options:
- (A) Provide suitable room and board; or
 - (B) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - (C) the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure in **A-10.04(e)(ii)**:

- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or in accordance with the Memorandum of Agreement Re: Annual Provincial Subsistence Review.
- (f) Applicable to all Regions
- (i) Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather and for whom it is not practical to return to their respective primary Alberta residence shall receive their board and room or daily allowance for those workdays they were scheduled to work during the period such circumstances continue where an Employee does not leave his/her temporary accommodation up to a maximum of 3 days.
If an Employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from the Employer, the Employee will receive a prorated amount of subsistence based upon the number of hours the Employee worked in the workday, compared to the regularly scheduled hours of work for the day.
If the Employee leaves prior to the normal quitting time with the consent of the Employer they will receive the normal daily subsistence allowance for that day.
 - (ii) All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations - An Alberta Association 2018-2025 Camp Rules and Regulations, or any successor thereto.
 - (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the BTA/CLRA Camp Rules and Regulations.
 - (iv) If an Employee, who is housed in a camp, is required by the Employer to transfer from 1 camp room to another, the Employee shall be paid 2 hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings. Should the request to move from 1 room to another come from authorized persons employed by the Camp Manager or the Client, the Employee must inform the Employer of the move by the following workday to be eligible for this payment.

ARTICLE A-11.00 - DISMISSAL AND LAYOFF

A-11.01 When an Employee is laid off, 1 hours' paid notice shall be given by the Employer to allow for pack-up of personal tools and belongings from the project. Employers are encouraged to provide additional paid notice for projects falling outside of daily travel limits when possible.

The Employee has a responsibility to notify the Employer forthwith if the Employee is quitting employment prior to leaving the job site or at the latest prior to the next scheduled workday.

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

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

- (a) is sent by mail and is not postmarked by the second day after the day on which the Employee was laid off, the Employee shall receive 4 hours pay for each day after the day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or
- (b) is not delivered by hand, or picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 24 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

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

A-11.04 When an Employee quits or is terminated, final pay shall be given to the Employee or post-marked within 48 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:

- (a) is sent by mail and is not postmarked by the second day after the day on which the Employee quit or was terminated, the Employee shall receive 4 hours pay for each day after the day after the second day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or
- (b) is not delivered by hand, picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 48 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

A-11.05 The time constraints and penalties in **Clause A-9.08** will also apply when payment is by direct deposit. When payment has been by direct deposit the Employer may process the final pay by cheque. The Employer may use direct deposit for the final pay to occur on the regular payday for the applicable pay period and thereby waive the time constraints and penalties in **Clause A-9.08**. Should the Employee not get the direct deposit on the regular pay day for the applicable pay period, in such a case, the provisions of **Clause A-9.08** will apply.

A-11.06 Termination slips shall be forwarded by all Employers to the Union office forthwith for all Employees who are laid off, quit, or discharged.

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

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

A-11.07 On projects where it becomes necessary to layoff, preference of employment shall be given to local Union members, subject to maintaining the apprenticeship ratio.

ARTICLE A-12.00 - HIRING PROCEDURE

A-12.01 The Parties agree that they will not enact or enforce any By-law, local rule(s) or constitutional provision within their respective organizations that has the effect of contravening any provision of Segment A of this Collective Agreement.

A-12.02 The Union agrees to provide the list of available unemployed members to any Employer on request of the Employer(s).

A-12.03 (a) The Employers may transfer workers from other work being performed by the same Employer within the area jurisdiction of the Union without restriction, except that those Employees who have been hired by name for work under Segment D or Segment E of this Collective Agreement who may only be transferred to Segment A of this Collective Agreement with the agreement of the Union.

(b) When 1 or more Employees have been transferred to or from Segment A work, the Employer shall notify the Union in writing, by facsimile transmission or otherwise, of the job site to which the Employee or Employees have been transferred.

(c) The Employer may transfer workers from projects not covered by any segment of this Collective Agreement to projects covered by this Segment of the Collective Agreement only with the mutual agreement of the Union.

(d) Improver Members shall not be transferred without prior authorization from the Union.

A-12.04 (a) The Employer agrees to employ the Members of the Union for Segment A work coming within the jurisdiction of the Union in accordance with the following procedure:

(i) Hire a crew of the first 4 people required for each project by name from the list of available unemployed workers maintained at the Union Office.

(ii) If the Employer wishes to name hire beyond the first 4, the Employer will receive:

(A) 2 Journeyperson off of the unemployed list and 1 Journeyperson name hire; or

(B) 1 Journeyperson and 1 Apprentice off of the unemployed list and 1 Journeyperson name hire; or

(C) 1 Journeyperson and 1 Apprentice off of the unemployed list and 1 Apprentice name hire.

- (iii) The process described above in (i) and (ii) shall be repeated as often as required to fulfill the Employer's requirements.
- (b) The Union shall issue a referral slip forthwith upon referring each worker to an Employer. Such slips may be issued electronically.
- (c) In addition to the above, the Employer may hire by name any person who will be engaged as a Foreman, provided however, that the Employer shall not have on any crew more Foremen who were name-hired as Foremen than the number required to meet the ratios in **Clause A-9.07**.

A-12.05 The Employers agree to hire members of the Union for all insulation work requiring their services. If, after 24 hours, excluding Saturdays, Sundays and Statutory Holidays, the Union is unable to supply qualified Journeypersons or Apprentices acceptable to the Employer then the Employer has the privilege of hiring other personnel. These workers shall receive clearance through the Union Offices and such workers shall become Members prior to their first day of work and must remain Members in good standing as a condition of continued employment. If the apprenticeship ratio cannot be maintained the Employer and the Union agree to jointly recommend an exemption, as provided for by the Apprenticeship regulations.

A-12.06 In the event that Certified or Uncertified Journeypersons and/or Indentured Apprentice Members are out of work and are available, it is agreed that Improvers as designated in **Clause A-2.07** shall be replaced as per the dispatch level request:

- (a) If the Union requests to;
- (b) Provided each replacement does not have a dispatch restriction;
- (c) In a reasonable timeframe;
- (d) With no required interruption of the normal project shift cycle; and
- (e) Providing that the apprenticeship ration is maintained.

A-12.07 If an Employer requires an Employee to complete an online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of 4 hours, multiplied by the Employee's basic hourly rate. This provision shall not apply to, nor shall there be any pay required, for owner or site access required online orientations, nor for time required for on-boarding such as provision of certificates, information required for payroll processing, or contact information.

ARTICLE A-13.00 - APPRENTICESHIP

A-13.01 As a condition of employment all prospective Apprentices shall become registered in and be governed by the established Apprenticeship Program at the date of hire.

Apprentices shall be registered by the Skilled Trades and Apprenticeship Education Board. They shall be governed by the established Apprenticeship Program of the Province of

Alberta. The continuation of the Apprenticeship Program shall be the joint responsibility of the parties to this Collective Agreement.

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

A-13.02 Subject to the Union's ability to supply Journeypersons, the Employer may employ up to 1 Apprentice for each 2 Journeypersons. Notwithstanding the forgoing, the Union may dispatch Apprentices beyond this ratio to be utilized for material handling only. The ratio shall exclude fourth year Apprentices from the equation in accordance with Alberta Skilled Trades and Apprenticeship Education Act.

ARTICLE A-14.00 - TOOLS, EQUIPMENT, ETC.

A-14.01 Employees are to supply tools as per the Tool List. The Employer shall verify such tools upon employment during regular working hours in the presence of the Employee, the Employee shall be provided with a copy of the verified list. The Employee's personal tools shall be in good condition when the Employee hires on to a job and they shall be maintained and kept in good condition for the duration of employment.

Minimum for all Employees

1 – Metal Toolbox Marked with Employees Legal Name	1 – Large Divider 10"-12"
1 – Heavy Duty Lock	1 – Tin Snips 10"-12"
2 – Insulation Knives with Sheath (Suitable for Cal-Sil and Fiber Insulations.)	1 – Metal Masters M1
1 – Pruning Saw	1 – Metal Masters M2
1 – Keyhole Saw	1 – Scratch Awl
2 – Tape Measures (min 10')	1 – Nipper (7" or 8")
1 – Small Divider 6"-8"	1 – #2 Robertson Screwdriver
	1 – Adjustable Tri-Square
	1 – Bullnose or Pointer Trowel 5"-6"
	1 – Hammer

Additional for Journeyperson

1 – Band Tensioner	1 – Pop Riveter
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Optional Tools

1 – Tool Pouch or Carryall	2 – Spring Clamps
1 – Chicken Wire Hook	1 – Circumference Tape
1 – Seam Separator	1 – Marking Gauge
1 – Folding Pliers	

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

- A-14.02** The Employer shall replace Employees personal tools listed in **Clause A-14.01** when:
- (a) Such tools are destroyed by fire on the Employer's premises or in a storage place designated by the Employer.
 - (b) Such tools are lost through theft from a designated storage place or locked personal toolbox.
 - (c) Tool/tools are not returned to the Employee by the Employer when employment is concluded or lost in transportation, as stated in **Clause A-14.05**.
 - (d) In the course of an Employee's work assignment such tools are damaged beyond proper function, provided the damage was not intentional or caused by the Employee's failure to exercise care and attention. Normal wear shall not constitute damage.
 - (e) All tools will be like make and style or financially compensated at the current retail replacement cost.
- A-14.03**
- (a) When the Employees are working with all types of mastics, the Employer shall supply rubber or polythene gloves, hand cleaners and brushes.
 - (b) When the Employees are working with foamglass, the Employer shall supply insulation cutting tools.
 - (c) When the Employee is working on spraying, the Employer shall supply coveralls, work gloves and rubber boots.
- A-14.04**
- (a) The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing. Adequate protection and storage shall mean:
 - (i) Steel gang/storage box or standup shelves secured by a unique lock or something similar but appropriate to the site.
 - (ii) Stacking of toolboxes will be avoided.
 - (iii) It will be the responsibility of the Improver or their designate to ensure the gang box is locked during break and at the end of each workday.
 - (iv) Employees shall lock their individual toolbox. Employers will not be responsible for unattended tools.
 - (v) Wood gang boxes should only be used for immediate short term need.
 - (b) The Employer agrees to accept responsibility for normal wear and tear on return of broken or worn tools.
 - (c) Employees shall keep tools, safety equipment or protective clothing in good condition at all times. Employees willfully misusing or damaging or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

A-14.05 Where the Employer is responsible for the transportation of the Employees tools [i.e. Fly in/Fly out] and the Employee is subject to a layoff, termination or quits, the Employees tools shall be returned to the Employers premise in the Capital Region within 3 business days excluding holidays.

ARTICLE A-15.00 - HEALTH AND WELFARE FUND

A-15.01 (a) Employers bound by this Segment of the Collective Agreement shall pay the amount indicated in **Article A-9.00 - WAGES** for all hours worked by Employees engaged in the insulation trade into a jointly administered Health and Welfare Fund. Contributions shall be remitted not later than the 15th day of the following month to the Asbestos Workers Insurance Benefit Trust Fund, 9335 – 47 Street, Edmonton, Alberta T6B 2R7.

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

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

- (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
- (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
- (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, and the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
- (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses.

The Trustees may waive the payment of all or any part of such costs or expenses.

- (c) Where an Employee performs work that would require the Employer to pay hourly contributions to the Trust Funds set out in this Collective Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE A-16.00 - PENSION TRUST FUND

- A-16.01** (a) Subject to **Clause A-16.01(a)(ii)**, Employers bound by this Segment of the Collective Agreement shall pay the amount indicated in **Article A-9.00 - WAGES** for all hours earned [i.e., at the applicable rate] by Employees engaged in the insulation trade into a Pension Trust Fund solely trusteeed and administered by the Union.
- (i) Contributions shall be remitted to the Asbestos Workers' Pension Plan of Alberta, 9335 - 47th Street, Edmonton, Alberta, T6B 2R7, not later than the 15th day of the following month.
- (ii) Notwithstanding the Segment A Wage Schedules herein for Temporary Foreign Workers, a person who is a Temporary Foreign Worker may make application to the Plan to be paid in accordance with the generally applicable wage schedules, and to have contributions made to the Plan accordingly.
- (iii) Notwithstanding **Clauses A-16.01(a), (a)(i) and (a)(ii)** above, if an Employee is engaged in employment for which the Employer's contributions are to be made to the Plan, and the Employee is both 60 years of age or older and is receiving a pension from the Asbestos Workers' Pension Plan of Alberta, the Employee may make an application to the Administrator of the Asbestos Workers' Pension Plan of Alberta, for the future pension contributions that would otherwise be payable by the Employer to the Asbestos Workers' Pension Plan of Alberta, to be paid in accordance with the appropriate wage schedule herein.
- (iv) Upon the approval of the Administrator of the Employee's application for payment of the pension contribution as wages to the Employee, and notification to the Employer of such approval, the Employer shall be

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

- (b) Employers bound by this Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Pension Plan of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Collective Agreement.
- (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses;

provided that in no event shall an Employer be obligated to pay to the Trustees of this Trust Fund on account of the costs and expenses of the inspection or audit of the Employer's employment records or payroll and wage records an amount in excess of that which the Employer is required to pay on account of the audit or inspection made under the authority of the Trustees of the Pension Trust Fund as allowed by **Clause A-15.01(b)** of this collective agreement. The Trustees may waive the payment of all or any part of such costs or expenses.

- (d) Where an Employee performs work that would require the Employer to remit hourly contributions to the Trust Funds set out in this Agreement, at such an hourly

contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his/her own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE A-17.00 - SUPPLEMENTARY PENSION TRUST FUND.

A-17.01 Journeypersons employed on Segment A work falling within the scope of this Collective Agreement agree to have deducted from their wages, for each hour or portion thereof worked, \$2.00 in respect to the Insulators Supplementary Pension Trust Fund.

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

**Insulators Supplementary Pension Trust Fund
c/o Servus Credit Union
151 Karl Clark Road NW
Edmonton, AB T6N 1H5**

hereinafter referred to as the Trust Administrator. Such contributions to be forwarded by the Employer to the Trust Administrator not later than the 15th day of the following month accompanied by a completed remittance form showing the amount of contributions and Social Insurance Number for each Employee. One copy of the Remittance form is to be mailed to the appropriate Union. For those Employers whose payroll is paid out by direct deposit, these contributions will be direct deposited by the Employer.

A-17.02 The Insulators Supplementary Pension Trust Fund shall be administered as a Group RRSP by the Trust Administrator, who shall receive contributions as noted in **Clause A-17.01** above and who shall credit the amounts received to the individual accounts established for the Employees. Each Employee will have credited to his/her account the full amount of the contribution submitted on his/her behalf. Each Employee will be responsible for directing the Trust Administrator to invest contributions made on his/her behalf into his/her choice of the investment options available through the Trust Administrator. Administration fees charged by the Trust Administrator in respect to each Employee's account will be paid directly from that Employee's account or by such other arrangement as may be acceptable to the Trust Administrator.

- A-17.03** The choice of Trust Administrator shall be reviewed once each year by the Chairman of the Association Negotiating Committee and the Business Manager of the Union. The Business Manager and the Trade Division Chairman must be in agreement to change the Trust Administrator.
- A-17.04** Pension benefits paid out for each Employee will be determined solely by that Employee, based on the balance of the Employees' RRSP account at the time the Employee chooses to retire, provided such payments comply with all Federal and Provincial legislation pertaining to Registered Retirement Savings Plans.
- A-17.05** Contributions to this Fund will be made solely by the Employee and all such remittances sent to the Fund on behalf of an Employee will be considered a payment of wages. The Employer's liability to this Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.
- A-17.06** The rights of the Union to take action on behalf of its Member(s) for failure to make payments to the Insulators Supplementary Pension Trust Fund, as required by this Article, shall be the same as their rights to take action in respect to a failure to pay wages.

ARTICLE A-18.00 - INSULATORS' TRAINING TRUST FUND OF ALBERTA

- A-18.01**
- (a) Employers bound by this Agreement shall pay the amount indicated in the Segment A wage schedule for all hours worked by Employees engaged in the insulation trade into a jointly trustee and administered Training Trust Fund. Contributions shall be forwarded, along with union dues remittances, to the Secretary Treasurer of the Insulators and Allied Workers Local #110, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month, such moneys to be held in trust by the Secretary Treasurer until forwarded in turn to the Fund in accordance with arrangements made between the Secretary Treasurer and the Trustees of the Fund.
 - (b) Employers bound by this Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which establish the Insulators' Training Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Collective Agreement.

- (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
- (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.
- (d) Where an Employee performs work that would require the Employer to remit hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE A-19.00 - UNION, PITT FUND & EMPLOYER DUES,

A-19.01 UNION DUES DEDUCTION

Upon written request from the Employees, the Employer agrees to deduct from each weekly pay cheque [bi-weekly for commercial/institutional work] basic union dues plus

supplementary union dues, and forward same to the Secretary Treasurer of the Union, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month. Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of union dues to be deducted from each Employee.

The Employer, upon written notification [copy to Employee] by the Union, will deduct additional dues in an amount specified by the Union for any Employee that is in arrears with the Union. Such additional dues shall be remitted to the Union by the 15th day in the month following the notification being received. In the case of Union members such notification to the Employer will only occur after the Member has become 8 weeks in arrears and has not paid within 30 days of notice or after 30 days' notice of a lesser amount at the end of a calendar year.

A-19.02 ALBERTA BUILDING TRADES COUNCIL CHECK-OFF

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

A-19.03 PROMOTION OF THE INSULATION TRADE TRUST [“PITT”]

- (a) The Employer shall deduct \$0.50 per hour worked as a check-off to be forwarded to the Union for PITT. Such deduction shall be paid for every Employee covered by the terms of and operation of this Collective Agreement. The moneys so deducted shall be remitted by the 15th of the following month.
- (b) Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of PITT check-off to be deducted from each Employee.

A-19.04 CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION DUES AND SERVICE FEES

- (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Segment of the Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.
- (b) The rate of dues levied by the Association shall be as of the effective date of this Segment of the Collective Agreement for each and every hour worked by Employees of the Employer that are affected by construction Registration

Certificate No. 9 and by this Segment of the 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.

- (c) 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 Segment of the 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 Segment of the 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.
- (d) 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 initiatives of Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Case Managed Aftercare Program, and the Audiometric Program. These amounts may be applicable to specific work carried out under this Segment of the Collective Agreement, as stipulated in the notices to the Employer.
- (e) All cost relating to the administration of the initiatives referred to above shall be borne under third party service provider contracts with the Association.

ARTICLE A-20.00 - WORKPLACE HEALTH AND SAFETY

- A-20.01** The Employer shall ensure, as far as it is practicable to do so, the health and safety at work of his/her Employees. Every Employee shall cooperate in the achievement thereof.
- A-20.02** It is understood and agreed that the parties to this Collective Agreement shall, at all times, comply with the regulations of the Occupational Health and Safety Act. No Employee will be discharged or disciplined when insisting on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the regulations, after being duly warned, will be sufficient cause for dismissal.
- A-20.03** Upon written request from the Union, the Employer shall endeavor to provide information on insulation products to the extent such information is available from manufacturers and/or suppliers.
- A-20.04** The Health and Safety Representative employed by the Union may have access to all job sites covered by this Collective Agreement provided the consent of the Owner or the Owner's representative is obtained and the Employer or the Employer's representative is notified. The Health and Safety Representative may conduct an inspection of the job site, as deemed necessary, provided the work of any Employee is not interfered with. The Health

& Safety Representative shall make any recommendations to the Employer deemed necessary to improve the health and safety conditions on the job site.

A-20.05 The Employer shall supply all necessary safety equipment including approved respirators and/or face masks at no cost to the Employee. Respirators and/or face masks shall be stored in a convenient, clean, and sanitary location on the job site. Respirators and/or face masks shall be selected based on hazards to which the Employee is exposed. They shall be selected from the latest listing of N.I.O.S.H. The Employer further agrees to provide all protective clothing or equipment according to the Occupational Health and Safety Act at no cost to the Employee. The Employer shall have a first aid kit on all projects. The Employees must, at all times, preserve the safety equipment they use and not abuse or willfully destroy the equipment supplied by the Employer.

A-20.06 Upon dispatch, Employees who has less than 30 days from expiry on their biyearly Pulmonary Function Test [PFT] will attend the Wellness of Workers [WOW] Centre or an approved respiratory health center that will conduct such examinations. Employees are encouraged to utilize the WOW Centre in Sherwood Park or Fort McMurray to have the examination completed. If the examination is completed at another health center, they will forward documentation of the PFT to the Asbestos Workers Benefit Trust.

PFT expiry dates will be provided to the Employer by the Union through the dispatch process. Any fees payable will be paid for by the Employer.

A-20.07

- (a) The Training Trust Fund will provide and fund the following compulsory or requested training due to scope or site requirements and safety training for all Employees:
 - (i) Compulsory: CSTS and Fall Arrest.
 - (ii) Upon request due to scope or site requirements: H2S Alive
- (b) Employees dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
- (c) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the Employee.
- (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any Employee who has been in their employ for more than 60 calendar days.
- (e) Employees will be paid at regular straight time rates for any time spent for course renewals of compulsory safety training in accordance with (d) above and the Employer will pay any fees charged for such renewals.

A-20.08 Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.

A-20.09 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, Employees shall 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, Employees 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. The Union operates a training database, Employers shall disclose any safety training certifications provided to Employees while at work to the Union so that it may be entered into the database.

A-20.10 Employers shall not make unreasonable requests for safety training which negatively impact the Training Trust Fund or the worker's (or employee's) obligation to get safety training on their own time. Disputes regarding safety training requests will be resolved under **Article 2.00** of the Collective Agreement.

A-20.11 Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

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

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

ARTICLE A-21.00 - ALCOHOL AND DRUG PROGRAM

A-21.01 Concurrency

Except for the matters set out in **Clauses A-21.02 and Clause A-21.03** below, the current Canadian Model for Providing a Safe Workplace [*Canadian Model*], will be implemented by agreement under this Collective Agreement for the purposes set out in section 2.0 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

A-21.02 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 an Employee 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.

A-21.03 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 an Employee 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, subject to the Referral for Case Managed Aftercare Letter of Understanding attached to this Collective Agreement, 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.

A-21.04 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*.

A-21.05 Risk Assessment

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

A-21.06 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.

A-21.07 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 (10) and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

ARTICLE A-22.00 - COMPETITIVE INITIATIVES

- A-22.01** Where some provisions of the Collective Agreement may be found to not be competitive when non-union or alternative union companies are known to be bidding on the same project, the terms and conditions in this Agreement, for that project or specific geographical area, may be modified by the mutual consent of the Business Manager of the Union and the Association. When exclusively Association contractors are bidding on the project, Competitive Initiative [CI] terms will not be requested or provided.
- A-22.02** The Parties undertake to follow a consistent and timely process on requests to amend the terms or conditions of the Collective Agreement for bidding purposes for a particular project or specific geographical area. The CI process will be as follows:
- (a) CI requests will be initiated by a contractor(s) and submitted to the Association.
 - (b) The Association will, within 1 business day, notify the contractors of the Association of the request to determine which contractor(s) are bidding the work and confirm amended terms and conditions are uniformly required. Contractors will have 1 business day to respond to this confirmation.
 - (c) Two business days after the request is received by the Association, the Association will submit a CI request to the Local Union Business Manager or Union Designate.
 - (d) Requests will be made by email attaching the COMPETITIVE INITIATIVE REQUEST FORM, including such relevant information as the client's name, project name, location, hours by trade, scope of the work, etc., and the amended terms and conditions of the request.
 - (e) The Association will endeavor to provide this request as far in advance of the bid due date as possible.
 - (f) CI requests will be restricted to provide equitable terms and conditions to non-union or alternative union terms. Every option will be examined before wage rates are considered.
- A-22.03** The Business Manager or Union Designate shall respond to the request within 4 business days of the request.
- (a) Where clarification is needed or questions arise on the request, the Business Manager will make inquiries within 2 business days of receiving the CI request to the Association;
 - (b) Where necessary, a meeting will be scheduled within 2 business days of date of (a) above, to address these needs or questions.
 - (c) Where multiple unions are involved, and at the option of the contractor(s) initiating the CI request, the Association will coordinate the meeting(s) with the effected unions.
 - (d) The Parties agree to jointly examine solutions and come to an agreement that will provide an opportunity for the Association contractor(s) to have equitable terms and conditions to non-union or alternative union companies bidding the work.
 - (e) The Parties affirm that agreement by email correspondence shall be legally satisfactory for the purpose of this process. A template email will be used for consistency, accuracy, and efficiency.

A-22.04 All Association contractors can utilize the agreed to CI terms when bidding on the same project. The Association will send a communication to the contractors advising that if they are bidding on a Project, they may contact the Association or Union office to inquire about the amended terms and conditions.

A-22.05 The Parties agree that where it can be determined that an Employer has sub-contracted work within the jurisdiction of the Union to an Employer who is not party to this Collective Agreement then that Employer shall not be entitled to utilize the amended terms and conditions for any project for which amended terms and conditions are agreed to.

ARTICLE A-23.00 - PRODUCTIVITY

A-23.01 There shall be no limit on the production by Employees or restriction on the full use of machinery, appliances, or tools used in connection with the application of materials.

SIGNED this 7th day of May 2023 in the Province of Alberta.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #A-1 - Rapid Site Access Program

by and between

**Construction Labour Relations – An Alberta Association
Insulators (Provincial) Trade Division**
[(hereinafter referred to as the “Association”)]

and

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ALLIED WORKERS, LOCAL UNION #110**
[hereinafter referred to as the “Union”]

Whereas

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

- 1) The Parties intend to reduce redundant substance testing and related costs, and to expedite access to participating worksites,
- 2) Alcohol and other drug work rules are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.
- 3) Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information, and
- 4) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers,
- 5) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and if necessary, accommodation strategies. Investment in professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and if necessary, recovering from an addiction and or dependency to alcohol or other drugs.

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

- (a) The Parties support the implementation of the Rapid Site Access Program,
- (b) Subject to (c) below, the Union, Employer and participant workers agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time,
- (c) Where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered Employers' organization and the Rapid Site Access Administrative Committee
- (d) For Segment A work, the amount established pursuant to **Clause A-19.04** shall be contributed by the Employer to the Association. These contributions also shall be used by the Association to provide the funding for the third party service providers who are responsible for delivering the services in respect to the Rapid Site Access Program,
- (e) The Association may, by notice in writing to the Union and Employers, change the amount of cents per hour worked in **Clause (d)** above, and

SIGNED this 7th day of May 2023 in the Province of Alberta.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #A-2 - Referral for Case Managed Aftercare

by and between

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

[hereinafter referred to as the “Association”]

and

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

[hereinafter referred to as the “Union”]

Whereas

A worker must be referred to a Substance Abuse Expert [SAE] following a failure to comply with the current *Canadian Model* for Providing a Safe Workplace [*Canadian Model*]. Once the worker is assessed by an SAE, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the SAE’s recommendations, entering into a post assessment agreement, and supporting compliance with prescribed aftercare.

After the Union becomes aware a worker/member has violated the *Canadian Model* or tested non-negative on a site-access A&D test; the worker/member must be assessed by an SAE and comply with the resulting recommendations.

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

- 1) SAE recommendations arising from contractor administered A&D tests conducted pursuant to the *Canadian Model* and arising from those who violate Article 3 of the *Canadian Model* shall be referred to and administered by the third party service providers contracted by the Association. Such recommendations shall apply to employment and prospective employment in respect to any Collective Agreement for which the Union is signatory that utilizes the Construction Employee Family Assistance Program [CEFAP]. SAE recommendations shall be shared with a contractor only if they are in respect to a current Employee that has contravened Article 3 of the *Canadian Model*.
- 2) Third party service providers will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party service providers who are responsible for administering recommendations as per the program funding model.
- 4) This Letter of Understanding shall be attached to and form part of this Collective Agreement entered into between the Parties.

SIGNED this 7th day of May 2023 in the Province of Alberta.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #A-3 – Continuing Case Managed Aftercare

by and between

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

[hereinafter referred as the “Association”]

and

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

[hereinafter referred as the “Union”]

Whereas workers who have had a violation of the current Canadian Model for Providing a Safe Workplace [*Canadian Model*] may be required to attend post assessment counselling [PAC] and submit to follow up testing over a prescribed period of time as part of their Substance Abuse Expert [SAE] recommendations and Case Managed Aftercare [CMAC] return to work agreement; and

Whereas PAC and follow up testing are put on hiatus for the period of time when a worker is not employed with a Rapid Site Access Program [RSAP] Participating Contractor or not working on an RSAP Participating Site or not employed thereby extending the time that a worker remains in CMAC beyond the prescribed period of time in the SAE recommendations; and

Whereas successful completion of the SAE recommendations during the prescribed period of time provides for the best opportunity of success for the worker to return to work and sustain continued employment in a safety sensitive environment;

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

- 1) Workers who are in CMAC for a violation of the *Canadian Model*; who are not working for a Participating RSAP Contractor or not working on an RSAP Participating Site or employed under the collective agreement between the parties listed above and are not eligible for funding under the Construction Employee Family Assistance Program [CEFAP] Plan Rules and Eligibility Criteria, shall be permitted the option to participate in continuing their CMAC. The union and the worker must state their agreement to participate in continuing CMAC in writing. This written agreement will allow the required CMAC to continue and be conducted during the prescribed period of time as stated in the SAE recommendations.
- 2) When the worker is not working for an RSAP Participating Contractor or not working on an RSAP Participating Site or employed under the collective agreement between the parties listed above; is not eligible for funding with CEFAP; and has selected this option in writing, the worker will be responsible for all associated costs of CMAC as per the case management eligibility criteria established. The associated costs may include the SAE and PAC, CMAC return to work testing,

follow-up testing and case management services provided by the CMAC Third-Party Case Administrator and administrative costs.

- 3) Where the union and the worker have agreed in writing to participate in continuing CMAC including offsite testing and where the worker has either a follow-up A&D test result that is reported by the MRO as a positive, a refusal to test, or a failure to attend a collection site for a scheduled off-site follow up test, the worker's status will be classified as inactive. The worker, when classified inactive, will be ineligible for dispatch until his/her status is classified as active by the CMAC Third Party Service Provider administrator. The worker will be required to self-fund all associated costs (as listed in **Clause 2** of this Letter of Understanding above) and comply with the recommendations as reported in the SAE Report to be classified as active.
- 4) This Letter of Understanding shall be in force unless mutually agreed between the Association and the Union to discontinue this letter of Understanding.

All of which is agreed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #A-4 - Special Project Needs

by and between

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION INSULATORS
(PROVINCIAL) TRADE DIVISION**
[hereinafter referred as the “Association”]

and

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110**
[hereinafter referred as the “Union”]

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

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

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

Now Therefore It Is Agreed As Follows:

- 1** A Special Project Needs Agreement [“SPNA”] shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
- 2** An Owner is an organization developing an Industrial Construction project in Alberta.
- 3** A Contractor shall be a General Contractor on the date of application bound by at least 4 Registration Collective Agreements.
- 4** The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.
- 5** An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers’ Organizations [the “Coordinating Committee”] and shall specify the location of the project and the scope of the work to be performed.
- 6** If the project gate is beyond daily commuting distance [beyond 125 kilometers of the city centre of either Calgary or Edmonton] the SPNA for the project shall be in the form Template A posted at www.clra.org.

- 7 If the project gate is within daily commuting distance [within 125 kilometers of the city centre of either Calgary, or Edmonton or within 45 kilometers of the city centre of Red Deer] the SPNA for the project shall be in the form Template B posted at www.clra.org.
- 8 Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
- 9 Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
- 10 Upon the filing of a grievance under Clause 9, all other grievances steps and timelines shall be waived, and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
- 11 Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31st day after the SPNA is received from the Chair of the Coordinating Committee.
- 12 This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.
- 13 Special project needs may also be addressed by the Parties, on their own or in concert with others, by agreement.
- 14 This Letter of Understanding shall be attached to and be part of the Collective Agreement between the Parties hereto.

All of which is agreed this 7th day of May 2023

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

**LETTER OF UNDERSTANDING #A-5 - Pension Contributions for
Apprentices Receiving Above Minimum Base Wage Rates**

by and between

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION
INSULATORS (PROVINCIAL) TRADE DIVISION**
[hereinafter referred as the “Association”]

and

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110**
[hereinafter referred as the “Union”]

WHEREAS certain Employers are paying their Apprentices base wage rates that differ from the base wage rates specified by the Collective Agreement;

AND WHEREAS this practice has led to uncertainty about the pension contributions that are to be paid by these Employers to the Asbestos Employees’ Pension Plan of Alberta;

NOW THEREFORE the Union and the Trade Division agree as follows:

- 1) When an Employer pays an Apprentice a base rate of pay associated with a higher classification in this Segment of the Collective Agreement, the Employer will make pension contributions for that Apprentice that correspond with the higher classification. For example, if an Employer pays a Second Year Apprentice the base rate of pay corresponding to the Third Year Apprentice classification, the Employer will make pension contributions for that Apprentice at the Third Year Apprentice rate.
- 2) Subject to the following, the Employer may pay base wage rates that fall between classification associated base wage rates set out in this Segment of the Collective Agreement [hereinafter referred to as “Off-Scale Rates”] on a without prejudice basis. Where an Employer pays an Employee an Off-Scale rate, if the base rate is below the mid-point between the 2 classifications, the pension contribution shall be paid corresponding to the lower classification. If the base rate is equal to or above the mid-point, the pension contribution shall be paid corresponding to the higher classification.
- 3) An Apprentice who is currently being paid an Off-Scale rate that conflicts with **Clause 2** of this Letter of Understanding will be “grandfathered” at their current base wage rate and pension contribution for the remainder of their current assignment at the project site that they were dispatched to.
- 4) The Off-Scale rates described in **Clause 2** of this Letter of Understanding shall be considered gratuitous and may be rescinded by an Employer at any time. However, once an Employer pays an Apprentice the base wage rate associated with a higher classification, that base wage rate and

the associated pension contribution will be unchanged for the remainder of their current assignment at the project site that they were dispatched to.

All of which is agreed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

SEGMENT B – LIGHT INDUSTRIAL

ARTICLE B-1.00 - LIGHT INDUSTRIAL DEFINITION

B-1.01 Light Industrial Construction shall mean construction work in respect of the plant process involved in, but not limited to:

- Electrical power generation, hydro or thermal power plants less than 100 megawatts
- Pulp, paper and timber/wood processing mills or sawmills
- Toxic/hazardous waste disposal systems
- Pumping and compressor stations and terminals for oil and gas and derivatives
- Cement, lime and gypsum plants
- Manufacturing plants
- Sewage treatment plants
- Water treatment plants
- Flow lines outside of the general plant
- Gathering lines outside of the general plant
- Pipelines outside of the general plant

In addition, Light Industrial work shall include such work as may reasonably be considered as Light Industrial Construction as mutually agreed by the Business Manager and Employer bidding the work. If agreement cannot be reached a single Industry Expert will be used to make the sector determination in writing within 24 hours. A list of acceptable Industry Experts will be compiled by the Joint Trade Board within 90 days of ratification of this agreement.

ARTICLE B-2.00 - RECOGNITION & CLASSIFICATION

B-2.01 The Employer recognizes that the Union has jurisdiction:

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

B-2.02 Employees as used herein shall mean and include:

- (a) Certified and Uncertified Journeyman members of the Union; and
- (b) Indentured Apprentice and Improver members of the Union; and
- (c) Certified and Uncertified Journeyman members of affiliated Unions; and
- (d) Indentured Apprentices and Improver members of affiliated Unions; and
- (e) Improvers dispatched to work by the Union.

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

B-2.03 The Employers shall recognize the Union as the sole bargaining agent for all Employees coming within the scope of this Agreement.

- B-2.04**
- (a) Journeypersons shall be Red Seal Certified and/or Canadian Provincial Certified Journeyperson in the Mechanical Insulation trade (Insulator Heat and Frost).
 - (b) Uncertified Journeypersons shall be classified as such by the Union if they;
 - (i) Provide proof of 7200 hours has been worked in the Mechanical Insulation trade, and
 - (ii) Successfully complete the written examination with the Insulator Training Trust of Alberta, and
 - (iii) Successfully complete the practical trade examination with the Insulator Training Trust of Alberta.
- Or**
- (iv) Provide proof from the Alberta Skilled Trades and Apprenticeship Education Act board that the Member has attended all 3 years of technical training, and
 - (v) Provide proof that a minimum of 5650 hours has been worked in the Mechanical Insulation trade, and
 - (vi) Successfully passed the First and Second Year provincial examinations, and
 - (vii) Successfully passed the Third Year school examinations and shop requirements, and
 - (viii) Completed additional instruction and study with the Training Coordinator prior to attempting a rewrite of the Third Year provincial examination, and
 - (ix) Are unable, after a minimum of 3 attempts, to successfully pass the Third Year provincial examination, and
 - (x) Provide a letter from a signatory Employer to the Insulator Training Trust of Alberta, stating that the Worker possesses the required skills and knowledge expected of a Journeyperson.
- (c) Uncertified Journeypersons will not be eligible to be appointed as an Foreman unless the Uncertified Journeyperson obtained Journeyperson “B” status prior to the end of the 2015-2019 Provincial Collective Agreement.
 - (d) Uncertified Journeypersons will be considered Journeypersons for the purposes of dispatch.
- B-2.05**
- (a) An indentured Apprentice member of the Union who has, in the opinion of the Executive Director of the Government Apprenticeship Board, consistently failed to pass the examinations given under the apprenticeship program or who failed to progress in the apprenticeship program and has thereby had their contract of apprenticeship cancelled by the Government Apprenticeship Board, may apply to the Union for the classification of “Improver”.
 - (b) An un-indentured Insulator who is unable to become indentured because the member does not have the required education and is unable to pass the Insulator Trade Entrance Examination, may apply for the classification of “Improver”.

- (c) Members applying for this classification must submit proof of **Clause B-2.05 (a) or (b)** above, and/or any documentation of the member's circumstance underlying the inability to advance in an apprenticeship to the Training Coordinator, and an evaluation of that member's work ethic and letter(s) of recommendation from a contractor Employer(s) to the Business Manager for consideration to receive Improver classification.
- (d) An Improver will remain a member of the Union and retain all the rights and privileges of a Union member, except as noted in (e) below, provided they are in good standing. The Improver member will not be subject to lapsing from the Union for failing to complete their apprenticeship.
- (e) Any hours accumulated by a member in the Improver classification will not count towards qualifying for Uncertified Journeyman status.

B-2.06

The Union will only classify Members as having Appropriate [Apt] Apprentice 2 or Apt Apprentice 3 status if they have been provided proof of at least 2000 hours and 4000 hours respectively have been worked in the insulation trade in accordance with the Alberta Skilled Trades and Apprenticeship Education Act and the Union deems through evaluation of hands on and traditional testing that the Member has Second or Third year apprentice skills. While having Apt Apprentice 2 or Apt Apprentice 3 status the Member will be considered a Second or Third year apprentice for the purposes of this Segment of the Collective Agreement.

In order to retain Apt Apprentice 2 or Apt Apprentice 3 status the Member must become an Indentured Apprentice with Alberta Skilled Trades and Apprenticeship Education in the trade of Insulator and progress in a timely fashion through the apprenticeship program. The Employer will evaluate the skills of the Apt Apprentice within 90 days after the Member report date. The Employer will provide the Union with the Member evaluation in writing. If the Employer does not agree that the Apt Apprentice has the required apprentice level skills, a review will be conducted in conjunction with a Representative of the Local 110 Training Trust. This review will determine the skill level of the Apt Apprentice. The Member can accept the determined classification and corresponding wage schedule or accept a layoff for "other reasons". If the Member elects a layoff, that Member shall not be entitled to any travel provisions outlined in **Article B-10.00**.

Such evaluation and classification assignment shall not be subject to the grievance procedure.

B-2.07

Improver Designation

- (a) To receive Improver designation the Member must provide proof of hours worked in the insulation trade in accordance with the Alberta Skilled Trades and Apprenticeship Education Act to the Union, as per the following:
 - (i) Improver Level 1: 0 to 1999 hours
 - (ii) Improver Level 2: 2000 to 3999 hours
 - (iii) Improver Level 3: 4000 to 5999 hours
 - (iv) Improver Level 4: 6000 hours or more.

- (b) The base rate for Improvers shall be as follows:
 - (i) Improver Level 1: First Year Apprentice base rate
 - (ii) Improver Level 2: 5% below Second Year Apprentice base rate
 - (iii) Improver Level 3: 10% below Third Year Apprentice base rate
 - (iv) Improver Level 4: 10% below Certified Journeyman base rate
- (c) Improvers will be dispatched after Indentured Apprentices or Certified Journeymen based on their Improver designation. Improver Level 1 – First Year Apprentice, Improver Level 2 – Second Year Apprentice, Improver Level 3 – Third Year Apprentice, and Improver Level 4 – Journeyman.

ARTICLE B-3.00 - MANAGEMENT RIGHTS

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

B-3.02 The Union agrees to provide qualified Union members to the Association and to any Employer(s) who are or may become bound by this Agreement.

ARTICLE B-4.00 - UNION RIGHTS

B-4.01 The Employer agrees to employ the Members of the Union in the construction work to which Registration Certificate No. 9 applies. That may include the application, preparation, fabrication, assembling, altering, erecting, spraying, pouring, mixing, hanging, adjusting, moulding, repairing, dismantling, reconditioning, testing, and maintaining on the job, the heat and frost insulation of such materials as Magnesia, Asbestos, Cork, Mineral Wool, Infusorial Earth, Mercerized silk, Lax Fibre, Fire Felt, Fiberglass, Urethane, Foamglass, Styrofoam, Polythene, Metal Cladding or other protective coverings used in our craft, or substitutes for those materials, or engage in any labour for managing or moving insulation materials on the job site using vehicles or other equipment and for clean-up. The above mentioned is to include application on hot and cold surfaces of thermal refrigeration protective coating.

B-4.02 The Business Manager and/or Business Agent shall have access to all jobs covered by this Agreement provided the Business Manager and/or Business Agent reports to the Employer representative.

- B-4.03**
- (a) The Union may appoint 1 qualified tradesperson as a Job Steward on each project, or may have 2; 1 Job Steward being an alternate. The Union shall advise the Employer, in writing, of the name of each Job Steward appointed.
 - (e) Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the “Canadian Model for Providing a Safe Workplace” [*Canadian Model*] [as amended from time to time].
 - (f) A Job Steward on the project is to be allowed to investigate all complaints and is allowed to act as a spokesman for the Employees and is not to be discriminated against by the Employer.
 - (g) The Employer will make all reasonable effort to connect the Job Steward with an Employee when requested to do so and will have the Job Steward present for all formal disciplinary action.

- B-4.04**
- (a) Where 6 or more Employees are employed the Employer, where practical, will supply a warm, dry, clean, secure room for the Employees to change and dry their clothes; store and lock-up Employees and Employers tools. When the Employer provides change rooms, they shall be equipped with exhaust fans.

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

- (b) A separate, warm, clean, dry lunchroom shall also be provided for the specific purpose of eating lunch and/or having coffee breaks. Lunchrooms shall be equipped with exhaust fans. Alternate coffee break locations to be designated by the Job Steward and the Employer representative.
- (c) On projects with less than 6 Employees, where a separate change room is not practical, Employees will remove coveralls before breaks to reduce insulation contamination of lunchrooms, vehicles, food and other Employees. At the end of shift coveralls will be removed and stored in a sealed bag and left with personal tools.

- B-4.05**
- There shall be ample time allowed each day for cleanup, such time to be set by the Job Steward and the Employer's representative.

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

B-4.06 Under no circumstances shall any material [with the exception of personal tools] pertaining to any jobs be carried in private vehicles.

B-4.07 Employers shall not accept or transfer Employees from another Employer unless mutually agreed to by the Employers and the Union.

ARTICLE B-5.00 - HOURS OF WORK, OVERTIME AND BREAKS

B-5.01 The **Clauses** of **Article B-5.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

B-5.02 (a) The regular work week shall consist of 40 hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday and shall not exceed 8 hours per day. Regular daily hours shall be from 8:00 a.m. to 4:30 p.m. The Employer may vary the start/quit times by changing the scheduled starting time up to 1 hour. Variances beyond 1 hour shall only occur if mutually agreed to by the Employer and Business Manager and/or Business Agent of the Union and the consent to variance will not be unreasonably withheld.

(b) As an option the Employer may schedule 10 hours per day Monday through Thursday if notice has been given to all the Employees involved on a day during the previous work week. The Employer may revert back to the 5 day work week by giving the same notice. Where this option is implemented the start time will normally be 7:00 a.m. which may be varied by up to 1 hour in either direction to meet site scheduling needs.

(c) A 10 day on and 4 day off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in 1 week followed by Monday through Thursday in the subsequent week.

(d) When a 10 day on and 4 day off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least 3 working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

B-5.03 Overtime rates shall be time and one half for all hours worked beyond the scheduled 40 hour work week unless modified by **Clause B-5.06** and/or **Clause B-6.02**.

B-5.04 Overtime premiums as specified in Segment B of this Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. An Employee that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance

with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Employees who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per Segment B of this Collective Agreement premiums for all hours worked on those days.

B-5.05 Overtime Meal Provisions

- (a) When Employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the 10th hour, to provide a meal at no cost to the Employees, for those involved. One-half hour at the straight time rate of pay shall be allowed for the consumption of the meal. This break shall occur not more than 5 hours after the last mealtime. Should an Employee be requested to continue work, then an additional hot meal shall be supplied every 4 hours under the same conditions above.
- (b) Should an Employee not be provided with meals as set out in the preceding paragraph, they shall receive an allowance of \$50 and a 15 minute paid break.
- (c) Where a supervisor is required to
 - (i) start up to 1 hour earlier, or
 - (ii) finish up to 1 hour later, or
 - (iii) start up to ½ hour earlier and finish up to ½ hour later;than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **B-5.05(a)** will not apply unless those provisions are applicable to the rest of the crew.

B-5.06 Personal time off

- (a) It is accepted that an Employee may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) An Employee who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full 8 or 10 hours as scheduled for that shift. In the case of an Employee on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work weekday off. It is also understood that provided such absences conform to these conditions, the absence will not disqualify the Employee from working overtime scheduled for that week.

B-5.07 Breaks

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

(b) **Two Break Option**

When 10 hour shifts are worked, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, approximately equally spaced in the 10 hour shift. The first break will be unpaid. The second break shall be paid at applicable rates. Where necessary, a break maybe moved to accommodate operational needs. In the event an Employee is not able to take a break, the Employee shall be paid an additional ½ hour at time and one half for each missed break. The Employee will be given a break as close to the regularly scheduled break as possible. The moving of these breaks may be done on an emergency basis only and shall not be implemented on a regular recurring basis. This option shall not be applicable to compressed work weeks for which workdays are regularly scheduled in excess of 10 hours. A change in scheduling of the breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change is made.

B-5.08 If an Employee is required to return to work before an 8 hour break occurs, the Employee shall be paid double time the rate of pay. If an 8 hour break does not occur before the Employee's regular daily hours of work commence, then double time shall apply for that entire shift of hours.

B-5.09 The parties understand and agree that on remote job sites or where special conditions apply, scheduling of extended workdays/days off may be beneficial to the completion of the work, and in those circumstances the Employer and the Union will mutually agree to a work schedule to meet job conditions.

ARTICLE B-6.00 - RECOGNIZED HOLIDAYS AND VACATIONS

B-6.01 The following shall be General Holidays under this Agreement:

New Year's Day	Alberta Family Day	Good Friday
Victoria Day	Canada Day	Heritage Day
Labour Day	Truth & Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

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

B-6.02 (a) Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an Employee's scheduled day off shall not affect the start date of the Employee's return to work, or the rate of pay for that day.

- (b) Double time will be paid for work performed on Remembrance Day, Labour Day, and Christmas Day. All other general holidays will be paid at the rate of time and one half for all hours worked.

B-6.03 When a general holiday occurs on a day on which Employees are scheduled to work, an Employee who opts to not work on the general holiday shall give the Employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such Employees will not be penalized for utilizing this option.

B-6.04 It is agreed that in the event any other day is declared a General Holiday by a Government [Federal or Province Alberta] which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

ARTICLE B-7.00 - SHIFT PREMIUM

B-7.01 A shift premium of \$3.50, over and above the basic daytime hourly rate will be paid for all shifts that have a start time outside 06:00 AM to 10:00 AM. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.

B-7.02 Where possible the Employer will provide 24 hours prior notice of the commencement of shift work.

ARTICLE B-8.00 - SHOW UP

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

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

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

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

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

B-8.06 On a project to which Employees are supplied transportation and accommodation, and on which work is suspended for greater than 2 consecutive days for reasons beyond the control of the Employees and the Employer,

- (a) Representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall jointly seek a meeting with the Owner to get a full understanding of the reasons for the suspension of work, and the anticipated duration of the suspension, and develop and implement a plan that best addresses the needs of the Employees, the Employers and the Owner.
- (b) If the suspension of work is anticipated to be greater than 3 days, the Employer shall facilitate transportation for any Employees that wish to leave the project, to the nearest commercial transportation. Such Employees will be permitted to return to the project, subject to the workforce requirements of the remaining work, on the next work cycle transportation.
- (c) Following the suspension of the work, representatives of the Employer, together with other similarly affected Employers, and representatives of the Union shall again meet with the Owner to evaluate the event and determine what, if any, additional measures should be implemented to best address the needs of the Employees, the Employers and the Owner.

B-8.07 If the Owner has suspended the work for operational needs and has requested that certain of the Employees remain available for work at the site, the Employees that remain available shall be paid the equivalent of a day's show up time for each day of the suspended work.

ARTICLE B-9.00 - WAGES

B-9.01 At the sole discretion of the Union, any resulting increase(s) to the wage package, in whole or in part over the term of this Collective Agreement, to a maximum of \$1.25 per hour, may be added to the existing pension plan contribution rate prescribed in this Agreement for Journeypersons upon the Union providing written notice to the Association.

The Union request must not result in the Employer contributions exceeding the maximum pension contributions allowable under the Income Tax Act. Such requests will be accompanied by written confirmation from the pension plan's actuarial consultant that they will not exceed the maximum pension contributions allowable as referenced above.

- B-9.02**
- (a) Apprentices shall be paid in accordance with the percentages of the wages paid to Employees who are certified journeypersons in the trade:
 - (i) 50% in the first period of the apprenticeship program
 - (ii) 65% in the second period of the apprenticeship program
 - (iii) 80% in the third period of the apprenticeship program
 - (b) Upon update of the Insulator Trade Regulation [Alberta Regulation 19-96] by the Skilled Trades and Apprenticeship Education [STAE] Board, apprentices shall be

paid in accordance with the percentages of the wages paid to employees who are certified journeymen in the trade as amended from time to time.

B-9.03 Light Industrial Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	PENSION	TRAIN	GROSS WAGE
Journeyman							
07-May-23							\$52.45
05-Nov-23							\$54.84
05-May-24							\$56.78
Uncertified Journeyman							
07-May-23							\$49.98
05-Nov-23							\$52.25
05-May-24							\$54.10
Third Year Apprentice							
07-May-23							\$42.58
05-Nov-23							\$44.48
05-May-24							\$46.03
Second Year Apprentice							
07-May-23							\$35.16
05-Nov-23							\$36.73
05-May-24							\$37.98
First Year Apprentice							
07-May-23							\$27.76
05-Nov-23							\$28.96
05-May-24							\$29.93

B-9.04 Light Industrial Temporary Foreign Workers and Pensioners Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Journeyman						
07-May-23						\$52.45
05-Nov-23						\$54.84
05-May-24						\$56.78

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Uncertified Journeyman						
07-May-23						\$49.98
05-Nov-23						\$52.25
05-May-24						\$54.10
Third Year Apprentice						
07-May-23						\$42.58
05-Nov-23						\$44.48
05-May-24						\$46.03
Second Year Apprentice						
07-May-23						\$35.16
05-Nov-23						\$36.73
05-May-24						\$37.98
First Year Apprentice						
07-May-23						\$27.76
05-Nov-23						\$28.96
05-May-24						\$29.93

B-9.05 Light Industrial Improver Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Improver 4						
07-May-23						\$42.48
05-Nov-23						\$44.63
05-May-24						\$46.06
Improver 3						
07-May-23						\$34.60
05-Nov-23						\$36.31
05-May-24						\$37.46
Improver 2						
07-May-23						\$30.11
05-Nov-23						\$31.61
05-May-24						\$32.56
Improver 1						
07-May-23						\$24.96
05-Nov-23						\$26.16
05-May-24						\$26.95

B-9.06 Employees shall receive 6% of their applicable base rate for vacation pay and 4% of their applicable base rate for recognized holiday pay. Income tax on these amounts shall be shown and deducted each pay period.

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

- B-9.07**
- (a) For every Five (5) Foremen on a job, the Employer shall employ a General Foreman, and one (1) General Foreman for every 5 Foremen thereafter. General Foreman shall be Journeyperson members of the Union and shall receive 125% of Journeyperson base rate of pay.
 - (b) There shall be a minimum of 1 Foreman for the first 3 Employees who can supervise upwards to 15 Employees, and 1 Foreman for every 15 Employees thereafter. Foreman shall be Journeyperson members of the Union and shall receive 110% of Journeyperson base rate of pay. No Foreman shall supervise more than 15 Employees at any time.
 - (c) General Foreman and Foreman shall be paid an additional \$1.50 per hour worked if that person has achieved the Industrial Construction Crew Supervisor [ICCS] designation.
 - (d) General Foreman and Foreman shall be paid an additional \$0.75 per hour worked if that person has achieved CLRA Better Supervision Certification [BSV] and ACSA Leadership for Safety Excellence [LSE] Certification but, have not achieved Industrial Construction Crew Supervisor designation.

B-9.08 Pay day shall be weekly and not more than 1 week's pay may be held back unless other arrangements are made between the Employer and the Union. Payment may be by cheque or direct deposit at the option of the Employer.

If full payment for hours worked is not received on a regularly scheduled payday 1 of the following shall apply:

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

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

- (b) If 1 full day's pay or less is owed, the outstanding hours will be paid on the next payday. In the event the outstanding hours are not paid on the next payday, the Employee will be paid 4 hours pay, and will be paid an additional 4 hours pay for each pay period until said outstanding hours are paid.
- (c) If the Employer determines that an error of overpayment has occurred, and the error has occurred in the last 6 months, the Employer shall promptly give notice in

writing to the affected Employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through 1 or more pay periods. The Employee shall be given 3 working days to respond to the notice from the Employer. If the Employee agrees with the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer, the Employee, and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional 3 working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.

- B-9.09** A complete statement of the Employee's earnings and deductions shall be shown on each pay cheque or on a separate statement if direct deposit is used. The statement shall include:
- the number of hours worked at regular rates;
 - overtime rates;
 - shift work;
 - travel time;
 - amount of weekly vacation pay;
 - recognized holiday pay;
 - all other deductions such as Employment Insurance, C.P.P., Union dues, income tax allowances, etc.

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

- B-9.10** Except for valid reasons agreed to by the Joint Trade Board, Employees shall receive their pay prior to quitting time on payday or be paid 4 hours for each regularly scheduled working day until their cheque or direct deposit arrives.

ARTICLE B-10.00 - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

B-10.01 DAILY TRAVEL

The following conditions will apply on jobs within daily commuting distance of the nearest Geodetic Monument, [the center of the cities in which the Unions are centered, the location of the Geodetic Monument of Edmonton is 101 Street and Jasper Avenue and for Calgary, the Calgary Tower] or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.

- (a) (i) A 45 kilometer radius free zone from the Geodetic Monument, or around any place in which Employees are temporarily domiciled by the Employer, shall be established.

- (ii) No transportation or travel allowance shall be applicable within the free zone [subject to **Clause B-10.01(a)(iii) and B-10.01(b)**].
 - (iii) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of 5 test runs each way, conducted coincident with the times when Employees are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Employees shall be paid an allowance for time regularly and routinely in excess of 45 minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each Employee. The allowance will be paid only to Employees who ride on the provided buses, and only for the days on which they ride the buses.
- (b) Notwithstanding **Clause B-10.01(a)**, on major construction projects located within the free zone, around the cities of Edmonton and Calgary but beyond the city bus transportation system of those cities, where it is projected that the total construction workforce will exceed 500 multi-trade construction Employees, the affected Parties shall meet to discuss the viability of implementing a system of providing transportation to the site.
- (c) For projects beyond the 45 kilometer free zone for which daily travel is required, the Employer will have the following options:
- (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the Employees, as a vehicle allowance, at the current rate o listed on the www.clra.org, per kilometer traveled each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

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

- (d) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided.
- (e) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
- (f) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of 2 hours at the applicable straight time rate.
- (g) If an Employee is required by the Employer to move from 1 job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the current rate listed on www.crea.org, kilometer traveled if the Employee uses his/her own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (h) Employees required to travel out of a city or town to another job after working a shift, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.
- (i) When an Employee is being paid subsistence allowance in accordance with **Clause B-10.04 (a) or (b)**, and when there is no accommodation available within 45 kilometers of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometers beyond a 45 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometer radius of the project becomes available, the payment of the travel allowance will cease.

B-10.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily commuting allowance under **Clause B-10.01(c)** would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in **Clause B-10.01(b)** below, based upon a radius from the nearest Geodetic Monument, as applicable, current rates listed on www.clra.org.

- (b) Notwithstanding the provisions of **Clause B-10.02(a)** above, when transportation is provided by the Employer, no travel allowance will be paid.
- (i) When transportation is provided by the Employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle [being scheduled days of work for which there is no more than a 1 day of rest scheduled within consecutive scheduled days] an Employee, at the time of dispatch, will be allowed to elect to use the Employer supplied transportation or to receive Segment B Collective Agreement initial/return/rotation allowances. Buses must comply with **Clause B-10.01(d)**.
 - (ii) An Employee who has elected Segment B collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.
 - (iii) An Employee who has elected Segment B collective agreement initial/return/rotation allowances and who is found using Employer supplied transportation will become disentitled to further collective agreement initial/return/rotation allowances, as 1 consequence.
 - (iv) If an Employee who elects Segment B collective agreement initial/return/rotation allowances uses Employer supplied transportation for his/her initial trip that Employee will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - (v) Regulations shall be established for the use of Employer supplied transportation governing behavior and the use of, e.g., alcohol, tobacco and other substances.
 - (vi) Notwithstanding the foregoing, an Employee who has elected to use Employer supplied transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a 1 way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation to or from the site to the nearest commercial bus terminal, or equivalent taxi fare.
- (c) Employees will qualify for and receive initial transportation allowance to the job site after being employed at the site for either 15 calendar days or completion of the job, whichever is the lesser.

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

If the Employee is transferred to a different work site which is outside the same geographical region for which the transportation allowance was to apply [e.g. the Fort McMurray region, the Cold Lake Region, etc.], that Employee will be paid any outstanding transportation allowance(s) with their next regular pay. If the

Employee is transferred to a different work site that is within the same geographical region to which the transportation allowance was to apply, the Employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational allowances where applicable. Should an Employee choose not to accept a transfer, the Employee shall be paid all applicable travel allowances and be considered to be laid off.

B-10.04 ACCOMMODATION, ROOM & BOARD

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

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

- (i) camp accommodation, which shall be available 7 days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount listed on the Construction Labour Relations website at www.clra.org under the Rates and Allowances – Subsistence Rates tab. Rates and locations are subject to update during the term of this Collective Agreement.

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

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

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

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

- (i) camp accommodation; or
- (ii) mutually agreed room and board; or

- (iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in amount listed on www.clra.org under the Rates and Allowances – Subsistence Rates tab. Rates and locations are subject to update during the term of this Collective Agreement.

Employees failing to report for work on the workday immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to **Clause B-10.04(a)(ii) or B-10.04(b)(ii)** above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of Registered Employers' Organizations, which committee shall make a final and binding decision within 5 days from the date of referral.
- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these 3 options will satisfy the Employer's obligations pursuant to this Article.
- (e)
 - (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide 1 of the following options:
 - (A) Provide suitable room and board; or
 - (B) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - (C) 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 in accordance with the Memorandum of Agreement Re: Annual Provincial Subsistence Review.
- (f) Applicable to all Regions
 - (i) Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather and for whom it is not practical to return to their respective primary Alberta residence shall receive their board and room or daily allowance for those workdays they were scheduled to work during the period such circumstances continue where an Employee does not leave his/her temporary accommodation up to a maximum of 3 days.

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

- (ii) All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations - An Alberta Association 2018-2025 Camp Rules and Regulations, or any successor thereto.
- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the BTA/CLRA Camp Rules and Regulations.
- (iv) If an Employee, who is housed in a camp, is required by the Employer to transfer from 1 camp room to another, the Employee shall be paid 2 hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings. Should the request to move from 1 room to another come from authorized persons employed by the Camp Manager or the Client, the Employee must inform the Employer of the move by the following workday to be eligible for this payment.

ARTICLE B-11.00 - DISMISSAL AND LAYOFF

B-11.01 When an Employee is laid off, 1 hours' paid notice shall be given by the Employer to allow for pack-up of personal tools and belongings from the project. Employers are encouraged to provide additional paid notice for projects falling outside of daily travel limits when possible.

The Employee has a responsibility to notify the Employer forthwith if the Employee is quitting employment prior to leaving the job site or at the latest prior to the next scheduled workday.

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

B-11.03 When an Employee is laid off, the Employee shall receive forthwith, in full, his/her wages, holiday pay and vacation pay, if possible. Final pay shall be given to the Employee or available at the Employer's office, if requested by the Employee, or post-marked within 24 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:

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

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

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

B-11.04 When an Employee quits or is terminated, final pay shall be given to the Employee or post-marked within 48 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:

- (a) is sent by mail and is not postmarked by the second day after the day on which the Employee quit or was terminated, the Employee shall receive 4 hours pay for each day after the day after the second day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or
- (b) is not delivered by hand, picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 48 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

B-11.05 The time constraints and penalties in **Clause B-9.08** will also apply when payment is by direct deposit. When payment has been by direct deposit the Employer may process the final pay by cheque. The Employer may use direct deposit for the final pay to occur on the regular payday for the applicable pay period and thereby waive the time constraints and penalties in **Clause B-9.08**. Should the Employee not get the direct deposit on the regular pay day for the applicable pay period, in such a case, the provisions of **Clause B-9.08** will apply.

B-11.06 Termination slips shall be forwarded by all Employers to the Union office forthwith for all Employees who are laid off, quit, or discharged.

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

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

B-11.07 On projects where it becomes necessary to layoff, preference of employment shall be given to the Local Union members, subject to maintaining the apprenticeship ratio.

ARTICLE B-12.00 - HIRING PROCEDURE

- B-12.01** The Parties agree that they will not enact or enforce any By-law, local rule(s) or constitutional provision within their respective organizations that has the effect of contravening any provision of Segment B of this Collective Agreement.
- B-12.02** The Union agrees to provide the list of available unemployed members to any Employer on request of the Employer(s).
- B-12.03**
- (a) The Employers may transfer Employees from other work being performed by the same Employer within the area jurisdiction of the Union without restriction, except that those Employees who have been hired by name for work under Segment D or Segment E of this Collective Agreement who may only be transferred to Segment B of this Collective Agreement with the agreement of the Union.
 - (b) When 1 or more Employees have been transferred to or from a Light Industrial project the Employer shall notify the Union in writing, through the usual work order process, of the job site to which the Employee or Employees have been transferred.
 - (c) The Employer may transfer Employees from projects not covered by this Segment of the Collective Agreement to projects covered by this Segment of the Collective Agreement only with the mutual agreement of the Union.
 - (d) Improver Members shall not be transferred without prior authorization from the Union.
- B-12.04**
- (a) The Employer agrees to employ the Members of the Union for light industrial work falling within the jurisdiction of the Union in accordance with the following procedure:
 - (i) Hire a crew of the first 2 workers required for each project by name from the list of available unemployed Members maintained at the Union Office.
 - (ii) If the Employer wishes to name hire beyond the first 2, the Employer will receive:
 - (A) 2 Journeyman off of the unemployed list and 1 Journeyman name hire; or
 - (B) 1 Journeyman and 1 Apprentice off of the unemployed list and 1 Journeyman name hire; or
 - (C) 1 Journeyman and 1 Apprentice off of the unemployed list and 1 Apprentice name hire.
 - (iii) The process described above in (i) and (ii) shall be repeated as often as required to fulfill the Employer's requirements.
 - (b) The Union shall issue a referral slip forthwith upon referring each Employee to an Employer. Such slips may be issued electronically.
 - (c) In addition to the above, the Employer may hire by name any person who will be engaged as a Foreman, provided however, that the Employer shall not have on any

crew more Foremen who were name-hired as Foremen than the number required to meet the ratios in **Clause B-9.07**.

B-12.05 The Employers agree to hire members of the Union for all insulation work requiring their services. If, after 24 hours, excluding Saturdays, Sundays and Statutory Holidays, the Union is unable to supply qualified Journeypersons or Apprentices acceptable to the Employer then the Employer has the privilege of hiring other personnel. These workers shall receive clearance through the Union Offices and such workers shall become Members prior to their first day of work and must remain Members in good standing as a condition of continued employment. If the apprenticeship ratio cannot be maintained the Employer and the Union agree to jointly recommend an exemption, as provided for by the Apprenticeship regulations.

B-12.06 In the event that Certified or Uncertified Journeypersons and/or Indentured Apprentice Members are out of work and are available, it is agreed that Improvers as designated in **Clause B-2.07** shall be replaced as per the dispatch level request:

- (a) If the Union requests to;
- (b) Provided each replacement does not have a dispatch restriction;
- (c) In a reasonable timeframe;
- (d) With no required interruption of the normal project shift cycle; and
- (e) Providing that the apprenticeship ration is maintained.

ARTICLE B-13.00 - APPRENTICESHIP

B-13.01 As a condition of employment all prospective Apprentices shall become registered in and be governed by the established Apprenticeship Program at the date of hire.

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

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

B-13.02 Subject to the Union's ability to supply Journeypersons, the Employer may employ up to 1 Apprentice for each 2 Journeypersons. Notwithstanding the forgoing, the Union may dispatch Apprentices beyond this ratio to be utilized for material handling only. The ratio shall exclude fourth year Apprentices from the equation in accordance with Alberta Skilled Trades and Apprenticeship Education Act.

ARTICLE B-14.00 - TOOLS, EQUIPMENT, ETC.

B-14.01 Employees are to supply tools as per the Tool List. The Employer shall verify such tools upon employment during regular working hours in the presence of the Employee, the Employee shall be provided with a copy of the verified list. The Employee's personal tools shall be in good condition when the Employee hires on to a job and they shall be maintained and kept in good condition for the duration of employment.

Minimum for all Employees

1 – Metal Toolbox Marked with Employees Legal Name	1 – Large Divider 10"-12"
1 – Heavy Duty Lock	1 – Tin Snips 10"-12"
2 – Insulation Knives with Sheath (Suitable for Cal-Sil and Fiber Insulations.)	1 – Metal Masters M1
1 – Pruning Saw	1 – Metal Masters M2
1 – Keyhole Saw	1 – Scratch Awl
2 – Tape Measures (min 10')	1 – Nipper (7" or 8")
1 – Small Divider 6"-8"	1 – #2 Robertson Screwdriver
1 – Utility Knife	1 – Adjustable Tri-Square
	1 – Bullnose or Pointer Trowel 5"-6"
	1 – Hammer

Additional for Journeyman

1 – Band Tensioner	1 – Pop Riveter
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Optional Tools

1 – Tool Pouch or Carryall	2 – Spring Clamps
1 – Chicken Wire Hook	1 – Circumference Tape
1 – Seam Separator	1 – Marking Gauge
1 – Folding Pliers	

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

B-14.02 The Employer shall replace Employees personal tools listed in **Clause B-14.01** when:

- (a) Such tools are destroyed by fire on the Employer's premises or in a storage place designated by the Employer.
- (b) Such tools are lost through theft from a designated storage place or locked personal toolbox.
- (c) Tool/tools are not returned to the Employee by the Employer when employment is concluded or lost in transportation, as stated in **Clause B-14.05**.
- (d) In the course of an Employee's work assignment such tools are damaged beyond proper function, provided the damage was not intentional or caused by the

Employee's failure to exercise care and attention. Normal wear shall not constitute damage.

- (e) All tools will be like make and style or financially compensated at the current retail replacement cost.

B-14.03

- (a) When the Employees are working with all types of mastics, the Employer shall supply rubber or polythene gloves, hand cleaners and brushes.
- (b) When the Employees are working with foamglass, the Employer shall supply insulation cutting tools.
- (c) When the Employee is working on spraying, the Employer shall supply coveralls, work gloves and rubber boots.

B-14.04

- (a) The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing. Adequate protection and storage shall mean:
 - (i) Steel gang/storage box or standup shelves secured by a unique lock or something similar but appropriate to the site.
 - (ii) Stacking of toolboxes will be avoided.
 - (iii) It will be the responsibility of the Foreman or their designate to ensure the gang box is locked during break and at the end of each workday.
 - (iv) Employees shall lock their individual toolbox. Employers will not be responsible for unattended tools.
 - (v) Wood gang boxes should only be used for immediate short term need.
- (b) The Employer agrees to accept responsibility for normal wear and tear on return of broken or worn tools.
- (c) Employees shall keep tools, safety equipment or protective clothing in good condition at all times. Employees willfully misusing or damaging or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

B-14.05

Where the Employer is responsible for the transportation of the Employees tools [i.e. Fly in/Fly out] and the Employee is subject to a layoff, termination or quits, the Employees tools shall be returned to the Employers premise in the Capital Region within 3 business days excluding holidays.

ARTICLE B-15.00 - HEALTH AND WELFARE FUND

B-15.01

- (a) Employers bound by this Segment of the Collective Agreement shall pay the amount indicated in **ARTICLE B-9.00 - WAGES** for all hours worked by Employees engaged in the insulation trade into a jointly administered Health and Welfare Fund. Contributions shall be remitted not later than the 15th day of the

following month to the Asbestos Workers Insurance Benefit Trust Fund, 9335 – 47 Street, Edmonton, Alberta T6B 2R7.

- (b) Employers bound by this Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Insurance Benefit Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Collective Agreement.
- (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:

 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.
- (d) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Segment of the Collective Agreement, at such an hourly contribution rate as may from time to time be applicable in this Segment of the Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the

applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE B-16.00 - PENSION TRUST FUND

- B-16.01** (a) Subject to **Clause B-16.01(a)(ii)**, Employers bound by this Segment of the Collective Agreement shall pay the amount indicated in **ARTICLE B-9.00 - WAGES** for all hours earned/worked [i.e. at the applicable rate] by Employees engaged in the insulation trade into a Pension Trust Fund solely trusted and administered by the Union.
- (i) Contributions shall be remitted to the Asbestos Workers' Pension Plan of Alberta, 9335 - 47th Street, Edmonton, Alberta, T6B 2R7, not later than the 15th of the following month.
 - (ii) Notwithstanding the Segment B Wage Schedules herein for Temporary Foreign Workers, a person who is a Temporary Foreign Worker may make application to the Plan to be paid in accordance with the generally applicable wage schedules, and to have contributions made to the Plan accordingly.
 - (iii) Notwithstanding **Clauses B-16.01(a), (a)(i) and (a)(ii)** above, if an Employee is engaged in employment for which the Employer's contributions are to be made to the Plan, and the Employee is both 60 years of age or older and is receiving a pension from the Asbestos Workers' Pension Plan of Alberta, the Employee may make an application to the Administrator of the Asbestos Workers' Pension Plan of Alberta, for the future pension contributions that would otherwise be payable by the Employer to the Asbestos Workers' Pension Plan of Alberta, to be paid in accordance with the appropriate wage schedule herein.
 - (iv) Upon the approval of the Administrator of the Employee's application for payment of the pension contribution as wages to the Employee, and notification to the Employer of such approval, the Employer shall be relieved of any obligation under this Segment of the Collective Agreement and Plan to remit future pension contributions to the Asbestos Workers' Pension Plan of Alberta for that approved Employee.
- (b) Employers bound by this Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Pension Plan of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust

Fund for an amount greater than the contributions which the Employer is required by this Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Collective Agreement.

- (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
- (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses;

provided that in no event shall an Employer be obligated to pay to the Trustees of this Trust Fund on account of the costs and expenses of the inspection or audit of the Employer's employment records or payroll and wage records an amount in excess of that which the Employer is required to pay on account of the audit or inspection made under the authority of the Trustees of the Pension Trust Fund as allowed by **Clause B-16.01(b)** of this Segment of the Collective Agreement. The Trustees may waive the payment of all or any part of such costs or expenses.

- (d) Where an Employee performs work that would require the Employer to remit hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Segment of the Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his/her own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf

Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE B-17.00 - SUPPLEMENTARY PENSION TRUST FUND

B-17.01 Journeypersons employed under Segment B of this Collective Agreement agree to have deducted from their wages, for each hour or portion thereof worked, \$2.00 in respect to the Insulators Supplementary Pension Trust Fund.

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

**Insulators Supplementary Pension Trust Fund
c/o Servus Credit Union
151 Karl Clark Road NW
Edmonton, AB T6N 1H5**

hereinafter referred to as the Trust Administrator. Such contributions to be forwarded by the Employer to the Trust Administrator not later than the 15th day of the following month accompanied by a completed remittance form showing the amount of contributions and Social Insurance Number for each Employee. One copy of the Remittance form is to be mailed to the appropriate Union. For those Employers whose payroll is paid out by direct deposit, these contributions will be direct deposited by the Employer.

B-17.02 The Insulators Supplementary Pension Trust Fund shall be administered as a Group RRSP by the Trust Administrator, who shall receive contributions as noted in **Clause B-17.01** above and who shall credit the amounts received to the individual accounts established for the Employees. Each Employee will have credited to his/her account the full amount of the contribution submitted on his/her behalf. Each Employee will be responsible for directing the Trust Administrator to invest contributions made on his/her behalf into his/her choice of the investment options available through the Trust Administrator. Administration fees charged by the Trust Administrator in respect to each Employee's account will be paid directly from that Employee's account or by such other arrangement as may be acceptable to the Trust Administrator.

B-17.03 The choice of Trust Administrator shall be reviewed once each year by the Chairman of the Association Negotiating Committee and the Business Manager of the Union. The Business Manager and the Trade Division Chairman must be in agreement to change the Trust Administrator.

B-17.04 Pension benefits paid out for each Employee will be determined solely by that Employee, based on the balance of the Employees' RRSP account at the time the Employee chooses

to retire, provided such payments comply with all Federal and Provincial legislation pertaining to Registered Retirement Savings Plans.

B-17.05 Contributions to this Fund will be made solely by the Employee and all such remittances sent to the Fund on behalf of an Employee will be considered a payment of wages. The Employer's liability to this Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

B-17.06 The rights of the Union to take action on behalf of its Member(s) for failure to make payments to the Insulators Supplementary Pension Trust Fund, as required by this Article, shall be the same as their rights to take action in respect to a failure to pay wages.

ARTICLE B-18.00 - INSULATORS' TRAINING TRUST FUND OF ALBERTA

- B-18.01**
- (a) Employers bound by this Agreement shall pay the amount indicated in the Segment B Wage Schedule for all hours worked by Employees engaged in the insulation trade into a jointly trustee and administered Training Trust Fund. Contributions shall be forwarded, along with Union dues remittances, to the Secretary Treasurer of the Insulators and Allied Workers Local #110, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month, such moneys to be held in trust by the Secretary Treasurer until forwarded in turn to the Fund in accordance with arrangements made between the Secretary Treasurer and the Trustees of the Fund.
 - (b) Employers bound by this Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which establish the Insulators' Training Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Collective Agreement.
 - (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;

- (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.
- (d) Where an Employee performs work that would require the Employer to remit hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Segment of the Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE B-19.00 - UNION DUES, PITT FUND, AND EMPLOYER DUES

B-19.01 UNION DUES DEDUCTION

Upon written request from the Employees, the Employer agrees to deduct from each weekly pay period, basic Union dues plus supplementary Union dues, and forward same to the Secretary Treasurer of the Union, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month. Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of Union dues to be deducted from each Employee.

The Employer, upon written notification [copy to Employee] by the Union, will deduct additional dues in an amount specified by the Union for any Employee that is in arrears with the Union. Such additional dues shall be remitted to the Union by the 15th day in the month following the notification being received. In the case of Union members such

notification to the Employer will only occur after the Member has become 8 weeks in arrears and has not paid within 30 days of notice or after 30 days' notice of a lesser amount at the end of a calendar year.

B-19.02 ALBERTA BUILDING TRADES COUNCIL CHECK-OFF

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

B-19.03 PROMOTION OF THE INSULATION TRADE TRUST [“PITT”]

- (a) The Employer shall deduct \$0.50 per hour worked as a check-off to be forwarded to the Union for PITT. Such deduction shall be paid for every Employee covered by the terms of and operation of this Collective Agreement. The moneys so deducted shall be remitted by the 15th of the following month.
- (b) Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of PITT check-off to be deducted from each Employee.

B-19.04 CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION DUES AND SERVICE FEES

- (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Segment of the Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.
- (b) The rate of dues levied by the Association shall be as of the effective date of this Segment of the Collective Agreement for each and every hour worked by Employees of the Employer that are affected by construction Registration Certificate No. 9 and by this Segment of the 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.
- (c) 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 Segment of the 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 Segment of the 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.

- (d) 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 initiatives of Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Case Managed Aftercare Program, and the Audiometric Program. These amounts may be applicable to specific work carried out under this Segment of the Collective Agreement, as stipulated in the notices to the Employer.
- (e) All cost relating to the administration of the initiatives referred to above shall be borne under third party service provider contracts with the Association.

ARTICLE B-20.00 - WORKPLACE HEALTH AND SAFETY

- B-20.01** The Employer shall ensure, as far as it is practicable to do so, the health and safety at work of his/her Employees. Every Employee shall cooperate in the achievement thereof.
- B-20.02** It is understood and agreed that the parties to this Agreement shall, at all times, comply with the regulations of the Occupational Health and Safety Act. No Employee will be discharged or disciplined when insisting on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the regulations, after being duly warned, will be sufficient cause for dismissal.
- B-20.03** Upon written request from the Union, the Employer shall endeavor to provide information on insulation products to the extent such information is available from manufacturers and/or suppliers.
- B-20.04** The Health and Safety Representative employed by the Union may have access to all job sites covered by this Agreement provided the consent of the Owner or the Owner's representative is obtained and the Employer or the Employer's representative is notified. The Health and Safety Representative may conduct an inspection of the job site, as deemed necessary, provided the work of any Employee is not interfered with. The Health & Safety Representative shall make any recommendations to the Employer deemed necessary to improve the health and safety conditions on the job site.
- B-20.05** The Employer shall supply all necessary safety equipment including approved respirators and/or face masks at no cost to the Employee. Respirators and/or face masks shall be stored in a convenient, clean, and sanitary location on the job site. Respirators and/or face masks shall be selected on the basis of hazards to which the Employee is exposed. They shall be selected from the latest listing of N.I.O.S.H. The Employer further agrees to provide all protective clothing or equipment according to the Occupational Health and Safety Act at no cost to the Employee. The Employer shall have a first aid kit on all projects. The

Employees must, at all times, preserve the safety equipment they use and not abuse or willfully destroy the equipment supplied by the Employer.

B-20.06 Upon dispatch, Employees who has less than 30 days from expiry on their biyearly Pulmonary Function Test [PFT] will attend the Wellness of Workers (WOW) Centre or an approved respiratory health center that will conduct such examinations. Employees are encouraged to utilize the WOW Centre in Sherwood Park or Fort McMurray to have the examination completed. If the examination is completed at another health center, they will forward documentation of the PFT to the Asbestos Workers Benefit Trust.

PFT expiry dates will be provided to the Employer by the Union through the dispatch process. Any fees payable will be paid for by the Employer.

- B-20.07**
- (a) The Training Trust Fund will provide and fund the following compulsory or requested training due to scope or site requirements and safety training for all Employees:
 - (i) Compulsory: CSTS and Fall Arrest.
 - (ii) Upon request due to scope or site requirements: H2S Alive
 - (b) Employees dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
 - (c) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the Employee.
 - (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any Employee who has been in their employ for more than 60 calendar days.
 - (e) When an Employee attends training for a full or partial day, \$200 without Employer deductions will be paid to the Employee by the Employer for the time spent for certification or re-certification of Fall Arrest, Aerial Work Platform, Confined Space, H2S Alive and H2S Awareness.

B-20.08 Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.

B-20.09 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, Employees shall 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, Employees 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. The Union operates a training database, Employers shall disclose any safety training certifications provided to Employees while at work to the Union so that it may be entered into the database.

B-20.10 Employers shall not make unreasonable requests for safety training which negatively impact the Training Trust Fund or the worker's (or employee's) obligation to get safety training on their own time. Disputes with regard to safety training requests will be resolved under **Article 2.00** of the Collective Agreement.

B-20.12 Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

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

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

ARTICLE B-21.00 - ALCOHOL AND DRUG POLICY

B-21.01 Concurrence

Except for the matters set out in **Clauses B-21.02 and Clause B-21.03** below, the Canadian Model for Providing a Safe Workplace [*Canadian Model*], will be implemented by agreement under this Segment of the Collective Agreement for the purposes set out in section 2.0 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

B-21.02 Random Testing

Notwithstanding any provisions of the Segment 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 an Employee 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 Segment of the Collective Agreement.

B-21.03 Site Access Testing and Dispatch Conditions

Notwithstanding any provisions of this Segment 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 an Employee 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 Segment of the Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, subject to the Referral for Case Managed Aftercare Letter of Understanding attached to this Segment of the Collective Agreement, 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.

B-21.04 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*.

B-21.05 Risk Assessment

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

B-21.06 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.

B-21.07 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 (10) and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

ARTICLE B-22.00 - COMPETITIVE INITIATIVES

A-22.01 Where some provisions of the Collective Agreement may be found to not be competitive when non-union or alternative union companies are known to be bidding on the same project, the terms and conditions in this Agreement, for that project or specific geographical area, may be modified by the mutual consent of the Business Manager of the Union and the Association. When exclusively Association contractors are bidding on the project, Competitive Initiative [CI] terms will not be requested or provided.

- B-22.02** The Parties undertake to follow a consistent and timely process on requests to amend the terms or conditions of the Collective Agreement for bidding purposes for a particular project or specific geographical area. The CI process will be as follows:
- (a) CI requests will be initiated by a contractor(s) and submitted to the Association.
 - (b) The Association will, within 1 business day, notify the contractors of the Association of the request to determine which contractor(s) are bidding the work and confirm amended terms and conditions are uniformly required. Contractors will have 1 business day to respond to this confirmation.
 - (c) Two business days after the request is received by the Association, the Association will submit a CI request to the Local Union Business Manager or Union Designate.
 - (d) Requests will be made by email attaching the COMPETITIVE INITIATIVE REQUEST FORM, including such relevant information as the client's name, project name, location, hours by trade, scope of the work, etc., and the amended terms and conditions of the request.
 - (e) The Association will endeavor to provide this request as far in advance of the bid due date as possible.
 - (f) CI requests will be restricted to provide equitable terms and conditions to non-union or alternative union terms. Every option will be examined before wage rates are considered.
- B-22.03** The Business Manager or Union Designate shall respond to the request within 4 business days of the request.
- (a) Where clarification is needed or questions arise on the request, the Business Manager will make inquiries within 2 business days of receiving the CI request to the Association;
 - (b) Where necessary, a meeting will be scheduled within 2 business days of date of (a) above, to address these needs or questions.
 - (c) Where multiple unions are involved, and at the option of the contractor(s) initiating the CI request, the Association will coordinate the meeting(s) with the effected unions.
 - (d) The Parties agree to jointly examine solutions and come to an agreement that will provide an opportunity for the Association contractor(s) to have equitable terms and conditions to non-union or alternative union companies bidding the work.
 - (e) The Parties affirm that agreement by email correspondence shall be legally satisfactory for the purpose of this process. A template email will be used for consistency, accuracy, and efficiency.
- B-22.04** All Association contractors can utilize the agreed to CI terms when bidding on the same project. The Association will send a communication to the contractors advising that if they are bidding on a Project, they may contact the Association or Union office to inquire about the amended terms and conditions.
- B-22.05** The Parties agree that where it can be determined that an Employer has sub-contracted work within the jurisdiction of the Union to an Employer who is not party to this Collective Agreement then that Employer shall not be entitled to utilize the amended terms and conditions for any project for which amended terms and conditions are agreed to.

ARTICLE B-22.00 - PRODUCTIVITY

B-22.01 There shall be no limit on the production by Employees or restriction on the full use of machinery, appliances, or tools used in connection with the application of materials.

SIGNED this 7th day of May 2023 in the Province of Alberta.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #B-1 – Referral for Case Managed Aftercare [CMAC]

by and between

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION
INSULATORS (PROVINCIAL) TRADE DIVISION**
[hereinafter referred as the “Association”]

and

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110**
[hereinafter referred as the “Union”]

Whereas

A worker must be referred to a Substance Abuse Expert [SAE] following a failure to comply with the Canadian Model for Providing a Safe Workplace [*Canadian Model*]. Once the worker is assessed by a SAE, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the SAE’s recommendations, entering into a post assessment agreement, and supporting compliance with prescribed aftercare.

After the Union becomes aware a worker has violated the *Canadian Model* or tested non-negative on a site-access A&D test; the worker must be assessed by a SAE and comply with the resulting recommendations

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

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

Contracting the administration of SAE recommendations to CMAC third party professionals is expected to be more effective in meeting the safety objectives contained in the *Canadian Model* and increase the quality of service afforded to affected workers.

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

- 1) SAE recommendations arising from Contractor administered A&D tests conducted pursuant to the Canadian and arising from those who violate Article 3 of the *Canadian Model* shall be referred to and administered by CMAC third party professionals. Such SAE recommendations shall apply to employment and prospective employment in respect to any Collective Agreement for which the Union is signatory that utilizes the Construction Employee Family Assistance Program [CEFAP]. SAE recommendations shall be shared with the Employer only if they are in respect to a current Employee, one that has contravened Article 3 of the *Canadian Model* while in the employ of that Employer.

- 2) All Third-Party Service providers will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party service providers who are responsible for administering SAE recommendations.
- 4) This Letter of Understanding shall be attached to and form part of this Segment of the Collective Agreement entered into between the Parties.

All of which is agreed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #B-2 – Continuing Case Managed Aftercare

by and between

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION
INSULATORS (PROVINCIAL) TRADE DIVISION**
[hereinafter referred as the “Association”]

and

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110**
[hereinafter referred as the “Union”]

Whereas workers [“the Worker”] who have had a violation of the Canadian Model for Providing a Safe Workplace [*Canadian Model*] may be required to attend post assessment counselling [PAC] and submit to follow up testing over a prescribed period of time as part of their SAE recommendations and CMAC return to work agreement; and

Whereas PAC and follow up testing are put on hiatus for the period of time when the Worker is not employed with an RSAP Participating Contractor or not working on an RSAP Participating Site or not employed thereby extending the time that the Worker remains in CMAC beyond the prescribed period of time in the SAE recommendations; and

Whereas successful completion of the SAE recommendations during the prescribed period of time provides for the best opportunity of success for the Worker to return to work and sustain continued employment in a safety sensitive environment;

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

- 1) Workers who are in CMAC for a violation of the *Canadian Model*; who are not working for a Participating RSAP Contractor or not working on an RSAP Participating Site or employed under this Segment of the Collective Agreement between the parties listed above and are not eligible for funding under the CEFAP Plan Rules and Eligibility Criteria, shall be permitted the option to participate in continuing their CMAC. The Union and the Worker must state their agreement to participate in continuing CMAC in writing. This written agreement will allow the required CMAC to continue and be conducted during the prescribed period of time as stated in the SAE recommendations.
- 2) When the worker is not working for an RSAP Participating Contractor or not working on an RSAP Participating Site or employed under this Segment of the Collective Agreement between the parties listed above; is not eligible for funding with CEFAP; and has selected this option in writing, the Worker will be responsible for all associated costs of CMAC as per the case management eligibility criteria established. The associated costs may include the SAE Assessment and PAC, CMAC return to work testing, follow-up testing and case management services provided by the CMAC Third-Party Case Administrator and administrative costs.

- 3) Where the Union and the Worker have agreed in writing to participate in continuing CMAC including offsite testing and where the Worker has either a follow-up A&D test result that is reported by the MRO as a positive, a refusal to test, or a failure to attend a collection site for a scheduled off-site follow up test, the Worker's status will be classified as inactive. The Worker, when classified inactive, will be ineligible for dispatch until his/her status is classified as active by the CMAC Third Party Service Provider administrator. The Worker will be required to self-fund all associated costs (as listed in **Clause 2** of this Letter of Understanding above) and comply with the recommendations as reported in the SAE Report to be classified as active.
- 4) This Letter of Understanding shall be in force unless mutually agreed between the Association and the Union to discontinue this letter of Understanding.

All of which is agreed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

**LETTER OF UNDERSTANDING #B-3 – Pension Contributions for Apprentices Receiving Above
Minimum Base Wage Rates**

by and between

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

[(hereinafter referred as the “Association”)]

and

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

[hereinafter referred as the “Union”]

WHEREAS certain Employers are paying their Apprentices base wage rates that differ from the base wage rates specified by this Segment of the Collective Agreement;

AND WHEREAS this practice has led to uncertainty about the pension contributions that are to be paid by these Employers to the Asbestos Employees’ Pension Plan of Alberta;

NOW THEREFORE the Union and the Trade Division agree as follows:

- 1) When an Employer pays an Apprentice a base rate of pay associated with a higher classification in this Segment of the Collective Agreement, the Employer will make pension contributions for that Apprentice that correspond with the higher classification. For example, if an Employer pays a Second Year Apprentice the base rate of pay corresponding to the Third Year Apprentice classification, the Employer will make pension contributions for that Apprentice at the Third Year Apprentice rate.
- 2) Subject to the following, the Employer may pay base wage rates that fall between classification associated base wage rates set out in this Segment of the Collective Agreement [hereinafter referred to as “Off-Scale Rates”] on a without prejudice basis. Where an Employer pays an Employee an Off-Scale rate, if the base rate is below the mid-point between the 2 classifications, the pension contribution shall be paid corresponding to the lower classification. If the base rate is equal to or above the mid-point, the pension contribution shall be paid corresponding to the higher classification.
- 3) An Apprentice who is currently being paid an Off-Scale rate that conflicts with **Clause 2** of this Letter of Understanding will be “grandfathered” at their current base wage rate and pension contribution for the remainder of their current assignment at the project site that they were dispatched to.

- 4) The Off-Scale rates described in **Clause 2** of this Letter of Understanding shall be considered gratuitous and may be rescinded by an Employer at any time. However, once an Employer pays an Apprentice the base wage rate associated with a higher classification, that base wage rate and the associated pension contribution will be unchanged for the remainder of their current assignment at the project site that they were dispatched to.

All of which is agreed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

SEGMENT C – MODULAR YARD

ARTICLE C-1.00 – MODULAR YARD DEFINITION

C-1.01 Defined as the location where insulation is applied to mechanical systems or other industrial material and equipment for the purpose of prefabricating components of larger industrial systems. This does not include work performed on an industrial site or adjacent to the permanent facility.

In addition, Modular Assembly Yard work shall include such work as may reasonably be considered as Modular Assembly Yard Construction as mutually agreed by the Business Manager and Employer bidding the work. If agreement cannot be reached a single Industry Expert will be used to make the sector determination in writing within 24 hours. A list of acceptable Industry Experts will be compiled by the Joint Trade Board within 90 days of ratification of this agreement.

ARTICLE C-2.00 – RECOGNITION & CLASSIFICATIONS

C-2.01 The Employer recognizes that the Union has jurisdiction:

- (a) in the Province of Alberta; and
- (b) the Northwest Territories and Nunavut.

C-2.02 Employees as used herein shall mean and include:

- (a) Certified and Uncertified Journeyman members of the Union; and
- (b) Indentured Apprentice and Improver members of the Union; and
- (c) Certified and Uncertified Journeyman members of affiliated Unions; and
- (d) Indentured Apprentices and Improver members of affiliated Unions; and
- (e) Improvers dispatched to work by the Union.

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

C-2.03 The Employers shall recognize the Union as the sole bargaining agent for all Employees coming within the scope of this Agreement.

C-2.04 (a) Journeymen shall be Red Seal Certified and/or Canadian Provincial Certified Journeyman in the Mechanical Insulation trade (Insulator Heat and Frost).

- (b) Uncertified Journeymen shall be classified as such by the Union if they;
 - (i) Provide proof of 7200 hours has been worked in the Mechanical Insulation trade, and
 - (ii) Successfully complete the written examination with the Insulator Training Trust of Alberta, and

(iii) Successfully complete the practical trade examination with the Insulator Training Trust of Alberta.

Or

(iv) Provide proof from the Alberta Skilled Trades and Apprenticeship Education Act board that the Member has attended all 3 years of technical training, and

(v) Provide proof that a minimum of 5650 hours has been worked in the Mechanical Insulation trade, and

(vi) Successfully passed the First and Second Year provincial examinations, and

(vii) Successfully passed the Third Year school examinations and shop requirements, and

(viii) Completed additional instruction and study with the Training Coordinator prior to attempting a rewrite of the Third Year provincial examination, and

(ix) Are unable, after a minimum of 3 attempts, to successfully pass the Third Year provincial examination, and

(x) Provide a letter from a signatory Employer to the Insulator Training Trust of Alberta, stating that the Worker possesses the required skills and knowledge expected of a Journeyman.

(c) Uncertified Journeymen will not be eligible to be appointed as a Foreman unless the Uncertified Journeyman obtained Journeyman “B” status prior to the end of the 2015-2019 Provincial Collective Agreement.

(d) Uncertified Journeymen will be considered Journeymen for the purposes of dispatch.

C-2.05

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

(b) An un-indentured Insulator who is unable to become indentured because the member does not have the required education and is unable to pass the Insulator Trade Entrance Examination, may apply for the classification of “Improver”.

(c) Members applying for this classification must submit proof of **Clause C-2.05 (a) or (b)** above, and/or any documentation of the member’s circumstance underlying the inability to advance in an apprenticeship to the Training Coordinator, and an evaluation of that member’s work ethic and letter(s) of recommendation from a contractor Employer(s) to the Business Manager for consideration to receive Improver classification.

- (d) An Improver will remain a member of the Union and retain all the rights and privileges of a Union member, except as noted in (e) below, provided they are in good standing. The Improver member will not be subject to lapsing from the Union for failing to complete their apprenticeship.
- (e) Any hours accumulated by a member in the Improver classification will not count towards qualifying for Uncertified Journeyman status.

C-2.06

The Union will only classify Members as having Appropriate [Apt] Apprentice 2 or Apt Apprentice 3 status if they have been provided proof of at least 2000 hours and 4000 hours respectively have been worked in the insulation trade in accordance with the Alberta Skilled Trades and Apprenticeship Education Act and the Union deems through evaluation of hands on and traditional testing that the Member has Second or Third year apprentice skills. While having Apt Apprentice 2 or Apt Apprentice 3 status the Member will be considered a Second or Third year apprentice for the purposes of this Segment of the Collective Agreement.

In order to retain Apt Apprentice 2 or Apt Apprentice 3 status the Member must become an Indentured Apprentice with Alberta Skilled Trades and Apprenticeship Education in the trade of Insulator and progress in a timely fashion through the apprenticeship program. The Employer will evaluate the skills of the Apt Apprentice within 90 days after the Member report date. The Employer will provide the Union with the Member evaluation in writing. If the Employer does not agree that the Apt Apprentice has the required apprentice level skills, a review will be conducted in conjunction with a Representative of the Local 110 Training Trust. This review will determine the skill level of the Apt Apprentice. The Member can accept the determined classification and corresponding wage schedule or accept a layoff for “other reasons”. If the Member elects a layoff, that Member shall not be entitled to any travel provisions outlined in **Article C-10.00**.

Such evaluation and classification assignment shall not be subject to the grievance procedure.

C-2.07

Improver Designation

- (a) To receive Improver designation the Member must provide proof of hours worked in the insulation trade in accordance with the Alberta Skilled Trades and Apprenticeship Education Act to the Union, as per the following:
 - (i) Improver Level 1: 0 to 1999 hours
 - (ii) Improver Level 2: 2000 to 3999 hours
 - (iii) Improver Level 3: 4000 to 5999 hours
 - (iv) Improver Level 4: 6000 hours or more.
- (b) The base rate for Improvers shall be as follows:
 - (i) Improver Level 1: First Year Apprentice base rate
 - (ii) Improver Level 2: 5% below Second Year Apprentice base rate
 - (iii) Improver Level 3: 10% below Third Year Apprentice base rate
 - (iv) Improver Level 4: 10% below Certified Journeyman base rate

- (c) Improvers will be dispatched after Indentured Apprentices or Certified Journeypersons based on their Improver designation. Improver Level 1 – First Year Apprentice, Improver Level 2 – Second Year Apprentice, Improver Level 3 – Third Year Apprentice, and Improver Level 4 – Journeyperson.

ARTICLE C-3.00 – MANAGEMENT RIGHTS

- C-3.01** Without restricting the generality of the following, the Union recognizes the right of the Employer to manage his/her company, direct the work forces, assign work, transfer Employees from job to job within the Province of Alberta as required, select, hire, promote, discharge any Employee for just cause only, reject applications for work, manage the business in all respects in accordance with his/her commitments and responsibilities and the right to determine methods, processes, means of application, handling and staffing of all jobs. The Employer shall have exclusive rights to decide and enforce all matters pertaining to the operation of his/her business, provided it does not conflict or discriminate against individual Union rights as agreed herein. Except as specifically modified by the terms of this Agreement the Employer reserves all historic or traditional rights of management.
- C-3.02** The Union agrees to provide qualified Union members to the Association and to any Employer(s) who are or may become bound by this Agreement.

ARTICLE C-4.00 – UNION RIGHTS

- C-4.01** The Employer agrees to employ the Members of the Union in the construction work to which Registration Certificate No. 9 applies. That may include the application, preparation, fabrication, assembling, altering, erecting, spraying, pouring, mixing, hanging, adjusting, moulding, repairing, dismantling, reconditioning, testing, and maintaining on the job, the heat and frost insulation of such materials as Magnesia, Asbestos, Cork, Mineral Wool, Infusorial Earth, Mercerized silk, Lax Fibre, Fire Felt, Fiberglass, Urethane, Foamglass, Styrofoam, Polythene, Metal Cladding or other protective coverings used in our trade, or substitutes for those materials, or engage in any labour for managing or moving insulation materials on the job site using vehicles or other equipment and for clean-up. The above mentioned is to include application on hot and cold surfaces of thermal refrigeration protective coating.
- C-4.02** The Business Manager and/or Business Agent shall have access to all jobs covered by this Agreement provided the Business Manager and/or Business Agent reports to the Employer representative.
- C-4.03** (a) The Union may appoint 1 qualified tradesperson as a Job Steward on each project, or may have 2; 1 Job Steward being an alternate. The Union shall advise the Employer, in writing, of the name of each Job Steward appointed.

- (b) Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the current Canadian Model for Providing a Safe Workplace [*Canadian Model*] [as amended from time to time].
- (c) A Job Steward on the project is to be allowed to investigate all complaints and is allowed to act as a spokesperson for the Employees and is not to be discriminated against by the Employer.
- (d) The Employer will make all reasonable effort to connect the Job Steward with an Employee when requested to do so and will have the Job Steward present for all formal disciplinary action.

C-4.04

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

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

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

C-4.05

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

Employers shall provide cleaners such as solvents, waterless hand cleaners, soap, rags and/or toweling modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer. These facilities will be appropriately heated and maintained in a clean and sanitary condition, and subject to Union and health department inspection.

C-4.06

Under no circumstances shall any material [with the exception of personal tools] pertaining to any jobs be carried in private vehicles.

C-4.07

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

ARTICLE C-5.00 - HOURS OF WORK, OVERTIME AND BREAKS

C-5.01

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

- C-5.02**
- (a) The regular work week shall consist of 40 hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday and shall not exceed 8 hours per day. Regular daily hours shall be from 8:00 a.m. to 4:30 p.m. The Employer may vary the start/quit times by changing the scheduled starting time up to 1 hour. Variances beyond 1 hour shall only occur if mutually agreed to by the Employer and Business Manager and/or Business Agent of the Union and the consent to variance will not be unreasonably withheld.
 - (b) As an option the Employer may schedule 10 hours per day Monday through Thursday if notice has been given to all the Employees involved on a day during the previous work week. The Employer may revert back to the 5 day work week by giving the same notice. Where this option is implemented the start time will normally be 7:00 a.m. which may be varied by up to 1 hour in either direction to meet site scheduling needs.
 - (c) A 10 day on and 4 day off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in 1 week followed by Monday through Thursday in the subsequent week.
 - (d) When a 10 day on and 4 day off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least 3 working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.
- C-5.03** Overtime rates shall be time and one half for all hours worked beyond the scheduled 40 hour work week unless modified by **Clause C-5.08** and/or **Clause C-6.02**.
- C-5.04** Overtime premiums as specified in Segment C of this Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. An Employee that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Employees who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per Segment C of this Collective Agreement premiums for all hours worked on those days.
- C-5.05** **Overtime Meal Provisions**
- (a) When Employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the 10th hour, to provide a meal at no cost to the Employees, for those involved. One-half hour at the straight time rate of pay shall be allowed for the consumption of the meal. This break shall occur not more

than 5 hours after the last mealtime. Should an Employee be requested to continue work, then an additional hot meal shall be supplied every 4 hours under the same conditions above.

- (b) Should an Employee not be provided with meals as set out in the preceding paragraph, they shall receive an allowance of \$50 and a 15 minute paid break.
- (c) Where a supervisor is required to:
 - (i) start up to 1 hour earlier, or
 - (ii) finish up to 1 hour later, or
 - (iii) start up to ½ hour earlier and finish up to ½ hour later;than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of **C-5.07(a)** will not apply unless those provisions are applicable to the rest of the crew.

C-5.06 Personal time off

- (a) It is accepted that an Employee may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) An Employee who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full 8 or 10 hours as scheduled for that shift. In the case of an Employee on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work weekday off. It is also understood that provided such absences conform to these conditions, the absence will not disqualify the Employee from working overtime scheduled for that week.

C-5.07 Breaks

- (a) Lunch period shall be a ½ hour unless otherwise agreed to by the Business Manager and/or Business Agent and the Employer. There shall be 2 coffee breaks; 1 in the first half and 1 in the second half of each shift or shifts, and after each 2 hours of overtime.
- (b) **Two Break Option**
When 10 hour shifts are worked, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, approximately equally spaced in the 10 hour shift. The first break will be unpaid. The second break shall be paid at applicable rates. Where necessary, a break maybe moved to accommodate operational needs. In the event an Employee is not able to take a break, the Employee shall be paid an additional ½ hour at time and one half for each missed break. The Employee will

be given a break as close to the regularly scheduled break as possible. The moving of these breaks may be done on an emergency basis only and shall not be implemented on a regular recurring basis. This option shall not be applicable to compressed work weeks for which workdays are regularly scheduled in excess of 10 hours. A change in scheduling of the breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change is made.

C-5.08 If an Employee is required to return to work before an 8 hour break occurs, the Employee shall be paid double time the rate of pay. If an 8 hour break does not occur before the Employee's regular daily hours of work commence, then double time shall apply for that entire shift of hours.

ARTICLE C-6.00 – RECOGNIZED HOLIDAYS AND VACATIONS

C-6.01 The following shall be General Holidays under this Agreement:

New Year's Day	Alberta Family Day	Good Friday
Victoria Day	Canada Day	Heritage Day
Labour Day	Truth & Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

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

- C-6.02**
- (a) Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an Employee's scheduled day off shall not affect the start date of the Employee's return to work, or the rate of pay for that day.
 - (b) Double time will be paid for work performed on Remembrance Day, Labour Day, and Christmas Day. All other general holidays will be paid at the rate of time and one half for all hours worked.

C-6.03 When a general holiday occurs on a day on which Employees are scheduled to work, an Employee who opts to not work on the general holiday shall give the Employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such Employees will not be penalized for utilizing this option.

C-6.04 When a general holiday occurs on a Saturday or Sunday, Employees will have the option to take the next regular workday off without penalty or loss of personal day.

C-6.05 It is agreed that in the event any other day is declared a General Holiday by a Government [Federal or Province Alberta] which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

ARTICLE C-7.00 – SHIFT PREMIUM

- C-7.01** A shift premium of \$3.50 will be paid for each hour worked for all shifts that have a start time outside 06:00 AM to 10:00 AM.
- C-7.02** Where possible the Employer will provide 24 hours prior notice of the commencement of shift work.

ARTICLE C-8.00 – SHOW UP

- C-8.01** When an Employee reports to work at the regular starting time and such Employee is not put to work the Employee so affected shall be entitled to a minimum of 2 hours pay at the applicable rate of pay.
- C-8.02** In order to qualify for show up time Employees must remain on the job site, unless otherwise directed by the Employer. Where the Employee(s) are directed to remain on the job site for more than 2 hours they shall be paid for such time at the applicable rate.
- C-8.03** Employee(s) affected shall be paid daily travel and transportation as is applicable.
- C-8.04** An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least 2 hours prior to the commencement of the normal workday.
- C-8.05** When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

ARTICLE C-9.00 – WAGES

- C-9.01** At the sole discretion of the Union, any resulting increase(s) to the wage package, in whole or in part over the term of this Collective Agreement, to a maximum of \$1.25 per hour, may be added to the existing pension plan contribution rate prescribed in this Agreement for Journeypersons upon the Union providing written notice to the Association.

The Union request must not result in the Employer contributions exceeding the maximum pension contributions allowable under the Income Tax Act. Such requests will be accompanied by written confirmation from the pension plan's actuarial consultant that they will not exceed the maximum pension contributions allowable as referenced above.

- C-9.02**
- (a) Apprentices shall be paid in accordance with the percentages of the wages paid to Employees who are Certified Journeypersons in the trade as follows:
 - (i) 50% in the first period of the apprenticeship program
 - (ii) 65% in the second period of the apprenticeship program
 - (iii) 80% in the third period of the apprenticeship program
 - (b) Upon update of the Insulator Trade Regulation [Alberta Regulation 19-96] by the Skilled Trades and Apprenticeship Education (STAE) Board, Apprentices shall be

paid in accordance with the percentages of the wages paid to Employees who are Certified Journeymen in the trade as amended from time to time.

C-9.03 Modular Yard Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	PENSION	TRAIN	GROSS WAGE
Journeyman							
07-May-23							\$52.45
05-Nov-23							\$54.84
05-May-24							\$56.78
Uncertified Journeyman							
07-May-23							\$49.98
05-Nov-23							\$52.25
05-May-24							\$54.10
Third Year Apprentice							
07-May-23							\$42.58
05-Nov-23							\$44.48
05-May-24							\$46.03
Second Year Apprentice							
07-May-23							\$35.16
05-Nov-23							\$36.73
05-May-24							\$37.98
First Year Apprentice							
07-May-23							\$27.76
05-Nov-23							\$28.96
05-May-24							\$29.93

C-9.04 Modular Yard Temporary Foreign Workers and Pensioners Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Journeyman						
07-May-23						\$52.45
05-Nov-23						\$54.84
05-May-24						\$56.78
Uncertified Journeyman						
07-May-23						\$49.98
05-Nov-23						\$52.25
05-May-24						\$54.10

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Third Year Apprentice						
07-May-23						\$42.58
05-Nov-23						\$44.48
05-May-24						\$46.03
Second Year Apprentice						
07-May-23						\$35.16
05-Nov-23						\$36.73
05-May-24						\$37.98
First Year Apprentice						
07-May-23						\$27.76
05-Nov-23						\$28.96
05-May-24						\$29.93

C-9.05 Modular Yard Improver Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Improver 4						
07-May-23						\$42.48
05-Nov-23						\$44.63
05-May-24						\$46.06
Improver 3						
07-May-23						\$34.60
05-Nov-23						\$36.31
05-May-24						\$37.46
Improver 2						
07-May-23						\$30.11
05-Nov-23						\$31.61
05-May-24						\$32.56
Improver 1						
07-May-23						\$24.96
05-Nov-23						\$26.16
05-May-24						\$26.95

C-9.06 Employees shall receive 6% of their applicable base rate for vacation pay and 4% of their applicable base rate for recognized holiday pay. Income tax on these amounts shall be shown and deducted each pay period.

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

C-9.07 (a) For every Five (5) Foremen on a job, the Employer shall employ a General Foreman, and one (1) General Foreman for every 5 Foremen thereafter. General Foreman shall be Journeyman members of the Union and shall receive a minimum of 125% of the Journeyman base rate of pay.

(b) There shall be a minimum of 1 Foreman for the first 3 Employees who can supervise upwards to 15 Employees, and 1 Foreman for every 15 Employees thereafter. Foremen shall be Journeyman members of the Union and shall receive a minimum of 110% of the Journeyman base rate of pay. No Foreman shall supervise more than 15 Employees at any time.

(c) General Foreman and Foreman shall be paid an additional \$1.50 per hour worked if that person has achieved the Industrial Construction Crew Supervisor [ICCS] designation,

(d) General Foreman and Foreman shall be paid an additional \$0.75 per hour worked if that person has achieved CLRA Better Supervision Certification [BSV] and ACSA Leadership for Safety Excellence [LSE] Certification but, have not achieved Industrial Construction Crew Supervisor designation.

C-9.08 Pay day shall be weekly and not more than 1 week's pay may be held back unless other arrangements are made between the Employer and the Union. Payment may be by cheque or direct deposit at the option of the Employer.

If full payment for hours worked is not received on a regularly scheduled payday 1 of the following shall apply:

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

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

(b) If 1 full day's pay or less is owed, the outstanding hours will be paid on the next payday. In the event the outstanding hours are not paid on the next payday, the Employee will be paid 4 hours pay, and will be paid an additional 4 hours pay for each pay period until said outstanding hours are paid.

(c) If the Employer determines that an error of overpayment has occurred, and the error has occurred in the last 6 months, the Employer shall promptly give notice in

writing to the affected Employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through 1 or more pay periods. The Employee shall be given 3 working days to respond to the notice from the Employer. If the Employee agrees with the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer, the Employee, and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional 3 working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.

- C-9.09** A complete statement of the Employee's earnings and deductions shall be shown on each pay cheque or on a separate statement if direct deposit is used. The statement shall include:
- the number of hours worked at regular rates;
 - overtime rates;
 - shift work;
 - travel time;
 - amount of weekly vacation pay;
 - recognized holiday pay;
 - all other deductions such as Employment Insurance, C.P.P., union dues, income tax allowances, etc.

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

- C-9.10** Except for valid reasons agreed to by the Joint Trade Board, Employees shall receive their pay prior to quitting time on payday or be paid 4 hours for each regularly scheduled working day until their cheque arrives or their pay is deposited.

ARTICLE C-10.00 – DAILY TRAVEL

- C-10.01** The following conditions will apply on jobs within daily commuting distance of the nearest Geodetic Monument, [the center of the cities in which the Unions are centered, the location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower] or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.
- (a) (i) A 45 kilometer radius free zone from the Geodetic Monument, or around any place in which Employees are temporarily domiciled by the Employer, shall be established.
 - (ii) No transportation or travel allowance shall be applicable within the free zone [subject to **C-10.01(b)**].

- (b) For projects beyond the 45 kilometer free zone for which daily travel is required, the Employer will have the following options:
 - (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the Employees, as a vehicle allowance, at the current rate listed on the www.clra.org, per kilometer traveled each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

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

- (c) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. When the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided.
- (d) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
- (e) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of 2 hours at the applicable straight time rate.

ARTICLE C-11.00 – DISMISSAL AND LAYOFF

C-11.01 When an Employee is laid off, 1 hours' paid notice shall be given by the Employer to allow for pack-up of personal tools and belongings from the project. Employers are encouraged to provide additional paid notice for projects falling outside of daily travel limits when possible.

The Employee has a responsibility to notify the Employer forthwith if the Employee is quitting employment prior to leaving the job site or at the latest prior to the next scheduled workday.

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

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

- (a) is sent by mail and is not postmarked by the second day after the day on which the Employee was laid off, the Employee shall receive 4 hours pay for each day after the day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], **or**
- (b) is not delivered by hand, or picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 24 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

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

C-11.04 When an Employee quits or is terminated, final pay shall be given to the Employee or post-marked within 48 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:

- (a) is sent by mail and is not postmarked by the second day after the day on which the Employee quit or was terminated, the Employee shall receive 4 hours pay for each day after the day after the second day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], **or**
- (b) is not delivered by hand, picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 48 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

C-11.05 The time constraints and penalties in **Clause C-9.08** will also apply when payment is by direct deposit. When payment has been by direct deposit the Employer may process the final pay by cheque. The Employer may use direct deposit for the final pay to occur on the regular payday for the applicable pay period and thereby waive the time constraints and penalties in **Clause C-9.08**. Should the Employee not get the direct deposit on the regular pay day for the applicable pay period, in such a case, the provisions of **Clause C-9.08** will apply.

C-11.06 Termination slips shall be forwarded by all Employers to the Union office forthwith for all Employees who are laid off, quit, or discharged.

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

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

C-11.07 Where it becomes necessary to layoff, preference of employment shall be given to Local Union members, subject to maintaining the apprenticeship ratio.

ARTICLE C-12.00 – HIRING PROCEDURE

C-12.01 The Parties agree that they will not enact or enforce any By-law, local rule(s) or constitutional provision within their respective organizations that has the effect of contravening any provision of Segment C of this Collective Agreement.

C-12.02 The Union agrees to provide the list of available unemployed members to any Employer on request of the Employer(s).

C-12.03 (a) The Employers may transfer Employees from other work being performed by the same Employer within the area jurisdiction of the Union without restriction, except that those Employees who have been hired by name for under Segment D & Segment E may only be transferred to work under Segment C with the agreement of the Union.

(b) When 1 or more Employees have been transferred to or from Segment C, the Employer shall notify the Union in writing, through the usual work order process, of the job site to which the Employee or Employees have been transferred.

(c) The Employer may transfer Employees from projects not covered by this Segment of the Collective Agreement to projects covered by this Segment of the Collective Agreement only with the mutual agreement of the Union.

(e) Improver Members shall not be transferred without prior authorization from the Union.

- C-12.04** (a) The Employer agrees to employ the Members of the Union for Modular Yard work falling within the jurisdiction of the Union in accordance with the following procedure:
- (i) Hire a crew of the first 4 workers required for each project by name from the list of available unemployed Members maintained at the Union Office.
 - (ii) If the Employer wishes to name hire beyond the first 4, the Employer will receive:
 - (A) 2 Journeypersons off of the unemployed list and 1 Journeyperson name hire; or
 - (B) 1 Journeyperson and 1 Apprentice off of the unemployed list and 1 Journeyperson name hire; or
 - (C) 1 Journeyperson and 1 Apprentice off of the unemployed list and 1 Apprentice name hire.
 - (iii) The process described above in (i) and (ii) shall be repeated as often as required to fulfill the Employer's requirements.
- (b) All requests for Apprentices will be submitted for any year Apprentice.
- (c) The Union shall issue a referral slip forthwith upon referring each Employee to an Employer. Such slips may be issued electronically.

C-12.05 The Employers agree to hire members of the Union for all insulation work requiring their services. If, after 24 hours, excluding Saturdays, Sundays and Statutory Holidays, the Union is unable to supply qualified Journeypersons or Apprentices acceptable to the Employer then the Employer has the privilege of hiring other personnel. These persons shall receive clearance through the Union Offices and such Employees shall file application for membership with the Union prior to their first day of work. If the apprenticeship ratio cannot be maintained the Employer and the Union agree to jointly recommend an exemption, as provided for by the Apprenticeship regulations.

- C-12.06** In the event that Certified or Uncertified Journeypersons and/or Indentured Apprentices Members are out of work and are available, it is agreed that Improvers as designated in **Clause C-2.07** shall be replaced as per the dispatch level request:
- (a) if the Union requests to,
 - (b) provided each replacement does not have a dispatch restriction,
 - (c) in a reasonable timeframe,
 - (d) with no required interruption of the normal project shift cycle, and
 - (e) providing that the apprenticeship ratio is maintained.

ARTICLE C-13.00 – APPRENTICESHIP

- C-13.01** As a condition of employment all prospective Apprentices shall become registered in and be governed by the established Apprenticeship Program at the date of hire.

Apprentices shall be registered by the Skilled Trades and Apprenticeship Education Board. They shall be governed by the established Apprenticeship Program of the Province of

Alberta. The continuation of the Apprenticeship Program shall be the joint responsibility of the Parties to this Agreement.

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

C-13.02 Subject to the Union’s ability to supply Journeypersons, the Employer will employ 1 Apprentice for each Journeyperson. Notwithstanding the forgoing, the Union may dispatch Apprentices beyond this ratio to be utilized for material handling only. The ratio shall exclude fourth year Apprentices from the equation in accordance with Alberta Skilled Trades and Apprenticeship Education Act.

ARTICLE C-14.00 – TOOLS, EQUIPMENT, ETC.

C-14.01 Employees are to supply tools as per the Tool List. The Employer shall verify such tools upon employment during regular working hours in the presence of the Employee, the Employee shall be provided with a copy of the verified list. The Employee’s personal tools shall be in good condition when the Employee hires on to a job and they shall be maintained and kept in good condition for the duration of employment.

Minimum for all Employees

- | | |
|---|--------------------------------------|
| 1 – Metal Toolbox Marked with
Employees Legal Name | 1 – Large Divider 10”-12” |
| 1 – Heavy Duty Lock | 1 – Tin Snips 10”-12” |
| 2 – Insulation Knives with Sheath
(Suitable for Cal-Sil and Fiber
Insulations.) | 1 – Metal Masters M1 |
| 1 – Pruning Saw | 1 – Metal Masters M2 |
| 1 – Keyhole Saw | 1 – Scratch Awl |
| 2 – Tape Measures (min 10’) | 1 – Nipper (7” or 8”) |
| 1 – Small Divider 6”-8” | 1 – #2 Robertson Screwdriver |
| 1 – Utility Knife | 1 – Adjustable Tri-Square |
| | 1 – Bullnose or Pointer Trowel 5”-6” |
| | 1 – Hammer |

Additional for Journeyperson

- | | |
|--------------------|-----------------|
| 1 – Band Tensioner | 1 – Pop Riveter |
|--------------------|-----------------|

Optional Tools

- | | |
|----------------------------|------------------------|
| 1 – Tool Pouch or Carryall | 2 – Spring Clamps |
| 1 – Chicken Wire Hook | 1 – Circumference Tape |
| 1 – Seam Separator | 1 – Marking Gauge |
| 1 – Folding Pliers | |

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

- C-14.02** The Employer shall replace Employees personal tools listed in **Clause C-14.01** when:
- (a) Such tools are destroyed by fire on the Employer’s premises or in a storage place designated by the Employer.
 - (b) Such tools are lost through theft from a designated storage place or locked personal toolbox.
 - (c) Tool/tools are not returned to the Employee by the Employer when employment is concluded or lost in transportation, as stated in **Clause C-14.05**.
 - (d) In the course of an Employee’s work assignment such tools are damaged beyond proper function, provided the damage was not intentional or caused by the Employee’s failure to exercise care and attention. Normal wear shall not constitute damage.
 - (e) All tools will be like make and style or financially compensated at the current retail replacement cost.
- C-14.03**
- (a) When the Employees are working with all types of mastics, the Employer shall supply rubber or polythene gloves, hand cleaners and brushes.
 - (b) When the Employees are working with foamglass, the Employer shall supply insulation cutting tools.
 - (c) When the Employee is working on spraying, the Employer shall supply coveralls, work gloves and rubber boots.
- C-14.04**
- (a) The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing. Adequate protection and storage shall mean:
 - (i) Steel gang/storage box or standup shelves secured by a unique lock or something similar but appropriate to the site.
 - (ii) Stacking of toolboxes will be avoided.
 - (iii) It will be the responsibility of the Foreman or their designate to ensure the gang box is locked during break and at the end of each workday.
 - (iv) Employees shall lock their individual toolbox. Employers will not be responsible for unattended tools.
 - (v) Wood gang boxes should only be used for immediate short term need.
 - (b) The Employer agrees to accept responsibility for normal wear and tear on return of broken or worn tools
 - (c) Employees shall keep tools, safety equipment or protective clothing in good condition at all times. Employees willfully misusing or damaging or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

ARTICLE C-15.00 – HEALTH AND WELFARE FUND

- C-15.01**
- (a) Employers bound by this Segment of the Collective Agreement shall pay the amount indicated in the **ARTICLE C-9.00 - WAGES** for all hours worked by Employees engaged in the insulation trade into a jointly administered Health and Welfare Fund. Contributions shall be remitted not later than the 15th day of the following month to the Asbestos Employees Insurance Benefit Trust Fund, 9335 – 47 Street, Edmonton, Alberta T6B 2R7.
 - (b) Employers bound by this Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Insurance Benefit Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Collective Agreement.
 - (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.
 - (d) Where an Employee performs work that would require the Employer to remit hourly contributions to the Trust Funds set out in this Collective Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective

Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE C-16.00 – PENSION TRUST FUND

- C-16.01** **(a)** Subject to **Clause C-16.01(a)(ii)**, Employers bound by this Collection Agreement shall pay the amount indicated in the Segment C Wage Schedule for all hours earned [i.e. at the applicable rate] by Employees engaged in the insulation trade into a Pension Trust Fund solely trusted and administered by the Union.
- (i)** Contributions shall be remitted to the Asbestos Employees' Pension Plan of Alberta, 9335 - 47th Street, Edmonton, Alberta, T6B 2R7, not later than the 15th of the following month.
 - (ii)** Notwithstanding the Segment C Wage Schedules herein for Temporary Foreign Employees, a person who is a Temporary Foreign Employee may make application to the Plan to be paid in accordance with the generally applicable wage schedules, and to have contributions made to the Plan accordingly.
 - (iii)** Notwithstanding **Clauses C-16.01(a), (a)(i)** and **(a)(ii)** above, if an Employee is engaged in employment for which the Employer's contributions are to be made to the Plan, and the Employee is both 60 years of age or older and is receiving a pension from the Asbestos Employees' Pension Plan of Alberta, the Employee may make an application to the Administrator of the Asbestos Employees' Pension Plan of Alberta, for the future pension contributions that would otherwise be payable by the Employer to the Asbestos Employees' Pension Plan of Alberta, to be paid in accordance with the appropriate wage schedule herein.
 - (iv)** Upon the approval of the Administrator of the Employee's application for payment of the pension contribution as wages to the Employee, and notification to the Employer of such approval, the Employer shall be relieved of any obligation under the Collective Agreement and Plan to remit future pension contributions to the Asbestos Employees' Pension Plan of Alberta for that approved Employee.
- (b)** Employers bound by this Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Employees' Pension Plan of Alberta. The Employers shall not,

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

- (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
- (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses;
- provided that in no event shall an Employer be obligated to pay to the Trustees of this Trust Fund on account of the costs and expenses of the inspection or audit of the Employer's employment records or payroll and wage records an amount in excess of that which the Employer is required to pay on account of the audit or inspection made under the authority of the Trustees of the Health and Welfare Trust Fund as allowed by **Clause C-16.01(b)** of this Collective Agreement. The Trustees may waive the payment of all or any part of such costs or expenses.
- (d) Where an Employee performs work that would require the Employer to remit hourly contributions to the Trust Funds set out in this Collective Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his/her own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the

fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE C-17.00 – SUPPLEMENTARY PENSION TRUST FUND

C-17.01 Journeypersons employed under Segment C of this Collective Agreement agree to have deducted from their wages, for each hour or portion thereof worked, \$2.00 in respect to the Insulators Supplementary Pension Trust Fund.

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

**Insulators Supplementary Pension Trust Fund
c/o Servus Credit Union
151 Karl Clark Road NW
Edmonton, AB T6N 1H5**

hereinafter referred to as the Trust Administrator. Such contributions to be forwarded by the Employer to the Trust Administrator not later than the 15th day of the following month accompanied by a completed remittance form showing the amount of contributions and Social Insurance Number for each Employee. One copy of the Remittance form is to be mailed to the appropriate Union. For those Employers whose payroll is paid out by direct deposit, these contributions will be direct deposited by the Employer.

C-17.02 The Insulators Supplementary Pension Trust Fund shall be administered as a Group RRSP by the Trust Administrator, who shall receive contributions as noted in **Clause C-17.01** above and who shall credit the amounts received to the individual accounts established for the Employees. Each Employee will have credited to his/her account the full amount of the contribution submitted on his/her behalf. Each Employee will be responsible for directing the Trust Administrator to invest contributions made on his/her behalf into his/her choice of the investment options available through the Trust Administrator. Administration fees charged by the Trust Administrator in respect to each Employee's account will be paid directly from that Employee's account or by such other arrangement as may be acceptable to the Trust Administrator.

C-17.03 The choice of Trust Administrator shall be reviewed once each year by the Chairman of the Association Negotiating Committee and the Business Manager of the Union. The Business Manager and the Trade Division Chairman must be in agreement to change the Trust Administrator.

C-17.04 Pension benefits paid out for each Employee will be determined solely by that Employee, based on the balance of the Employees' RRSP account at the time the Employee chooses to retire, provided such payments comply with all Federal and Provincial legislation pertaining to Registered Retirement Savings Plans.

- C-17.05** Contributions to this Fund will be made solely by the Employee and all such remittances sent to the Fund on behalf of an Employee will be considered a payment of wages. The Employer's liability to this Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.
- C-17.06** The rights of the Union to take action on behalf of its Member(s) for failure to make payments to the Insulators Supplementary Pension Trust Fund, as required by this Article, shall be the same as their rights to take action in respect to a failure to pay wages.

ARTICLE C-18.00 – INSULATORS' TRAINING TRUST FUND OF ALBERTA

- C-18.01**
- (a) Employers bound by this Collective Agreement shall pay the amount indicated in the Segment C Wage Schedule for all hours worked by Employees engaged in the insulation trade into a jointly trustee and administered Training Trust Fund. Contributions shall be forwarded, along with union dues remittances, to the Secretary Treasurer of the Insulators and Allied Workers Local #110, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month, such moneys to be held in trust by the Secretary Treasurer until forwarded in turn to the Fund in accordance with arrangements made between the Secretary Treasurer and the Trustees of the Fund.
 - (b) Employers bound by this Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which establish the Insulators' Training Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Collective Agreement.
 - (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (v) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Collective Agreement, the Association Negotiating Committee concurs

- with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
- (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.
- (d) Where an Employee performs work that would require the Employer to remit hourly contributions to the Trust Funds set out in this Collective Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE C-19.00 – UNION DUES, PITT FUND, AND EMPLOYER DUES

C-19.01 UNION DUES DEDUCTION

Upon written request from the Employees, the Employer agrees to deduct from each pay period basic union dues plus supplementary union dues, and forward same to the Secretary Treasurer of the Union, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month. Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of union dues to be deducted from each Employee.

The Employer, upon written notification [copy to Employee] by the Union, will deduct additional dues in an amount specified by the Union for any Employee that is in arrears with the Union. Such additional dues shall be remitted to the Union by the 15th day in the month following the notification being received. In the case of Union members such notification to the Employer will only occur after the Member has become 8 weeks in arrears and has not paid within 30 days of notice or after 30 days' notice of a lesser amount at the end of a calendar year.

C-19.02 ALBERTA BUILDING TRADES COUNCIL CHECK-OFF

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

C-19.03 PROMOTION OF THE INSULATION TRADE TRUST [“PITT”]

- (a) The Employer shall deduct \$0.50 per hour worked as a check-off to be forwarded to the Union for PITT. Such deduction shall be paid for every Employee covered by the terms of and operation of this Collective Agreement. The moneys so deducted shall be remitted by the 15th of the following month.
- (b) Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of PITT check-off to be deducted from each Employee.

C-19.04 CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION DUES AND SERVICE FEES

- (a) In satisfaction of the Employers’ obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers’ obligations under this Segment of the Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.
- (b) The rate of dues levied by the Association shall be as of the effective date of this Segment of the Collective Agreement for each and every hour worked by Employees of the Employer that are affected by construction Registration Certificate No. 9 and by this Segment of the 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.
- (c) 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 Segment of the 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 Segment of the 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.

- (d) 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 services of Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Case Managed Aftercare Program, and the Audiometric Program. These amounts may be applicable to specific work carried out under this Segment of the Collective Agreement, as stipulated in the notices to the Employer.
- (e) All cost relating to the administration of the services referred to above shall be borne under third party service provider contracts with the Association.

ARTICLE C-20.00 – WORKPLACE HEALTH AND SAFETY

- C-20.01** The Employer shall ensure, as far as it is practicable to do so, the health and safety at work of his/her Employees. Every Employee shall cooperate in the achievement thereof.
- C-20.02** It is understood and agreed that the Parties to this Agreement shall, at all times, comply with the regulations of the Occupational Health and Safety Act. No Employee will be discharged or disciplined when insisting on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the regulations, after being duly warned, will be sufficient cause for dismissal.
- C-20.03** Upon written request from the Union, the Employer shall endeavor to provide information on insulation products to the extent such information is available from manufacturers and/or suppliers.
- C-20.04** The Health and Safety Representative employed by the Union may have access to all job sites covered by this Agreement provided the consent of the Owner or the Owner's representative is obtained and the Employer or the Employer's representative is notified. The Health and Safety Representative may conduct an inspection of the job site, as deemed necessary, provided the work of any Employee is not interfered with. The Health & Safety Representative shall make any recommendations to the Employer deemed necessary to improve the health and safety conditions on the job site.
- C-20.05** The Employer shall supply all necessary safety equipment including approved respirators and/or face masks at no cost to the Employee. Respirators and/or face masks shall be stored in a convenient, clean, and sanitary location on the job site. Respirators and/or face masks shall be selected on the basis of hazards to which the Employee is exposed. They shall be selected from the latest listing of N.I.O.S.H. The Employer further agrees to provide all protective clothing or equipment according to the Occupational Health and Safety Act at no cost to the Employee. The Employer shall have a first aid kit on all projects. The Employees must, at all times, preserve the safety equipment they use and not abuse or willfully destroy the equipment supplied by the Employer.
- C-20.06** On work sites where 20 or more Employees are employed, there shall be a Joint Work Site Health and Safety Committee established to ensure, as far as it is reasonably practicable for them to do so, the health and safety of all Employees. There shall be equal

representation from the Employer and the Union. The Union Health and Safety Representative shall be considered a committee member, if so desired, by the Employees. The Union and the Employer shall alternate as Chairman and the Committee shall meet weekly.

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

C-20.07 Prior to the Union dispatching Employees, the Union will have those who have less than 30 days left on their bi-yearly Pulmonary Function Test [PFT] attend the Wellness of Workers Centre [WOW] that will conduct such examinations. Any fee payable for the examination will be paid for by the WOW.

PFT expiry dates will be provided to the Employer by the Union through the dispatch process. Any fees payable will be paid for by the Employer.

C-20.08

- (a) The Training Trust Fund will provide and fund the following safety training due to scope or site requirements for all Employees:
 - (i) Compulsory: CSTS and Fall Arrest.
 - (ii) Upon request: Aerial Work Platform and Confined Space
- (b) Employees dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
- (c) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the Employee.
- (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any Employee who has been in their employ for more than 60 calendar days.
- (f) When an Employee attends training for a full or partial day, \$200 without Employer deductions will be paid to the Employee by the Employer for the time spent for certification or re-certification of Fall Arrest, Aerial Work Platform, Confined Space, H2S Alive and H2S Awareness.

C-20.09 Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.

C-20.10 The Parties are committed to eliminating unnecessary, duplicative safety training. Therefore, Employees shall 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, Employees 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. The Union operates a training database, Employers shall disclose any safety training certifications provided to Employees while at work to the Union so that it may be entered into the database.

C-20.11 Employers shall not make unreasonable requests for safety training which negatively impact the Training Trust Fund or the member's obligation to get safety training on their own time. Disputes with regard to safety training requests will be resolved under **Article 2.00** of the Collective Agreement.

C-20.12 Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

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

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

ARTICLE C-21.00 – ALCOHOL AND DRUG POLICY

C-21.01 Concurrency

Except for the matters set out in **Clauses C-21.02 and Clause C-21.03** below, the current Canadian Model for Providing a Safe Workplace [*Canadian Model*], will be implemented by agreement under this Collective Agreement for the purposes set out in section 2.0 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

C-21.02 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 Employee 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.

C-21.03 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 an Employee 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, subject to the Referral for Case Managed Aftercare Letter of Understanding attached to this Collective Agreement, 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.

C-21.04 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*.

C-21.05 Risk Assessment

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

C-21.06 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.

C-21.07 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 (10) and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

ARTICLE C-22.00 – PRODUCTIVITY

C-22.01 There shall be no limit on the production by Employees or restriction on the full use of machinery, appliances, or tools used in connection with the application of materials.

SIGNED this 7th day of May 2023 in the Province of Alberta.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #C-1 – Rapid Site Access Program (RSAP)

by and between

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

[hereinafter referred as the “Association”]

and

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

[hereinafter referred as the “Union”]

Whereas

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

- 1) The Parties intend to reduce redundant substance testing and related costs, and to expedite access to participating worksites,
- 2) Alcohol and other drug work rules are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant Employees.
- 3) Coordinating the exchange of sensitive information through a centralized RSAP third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information, and
- 4) Retaining the continuity of information through a centralized RSAP third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected Employees,
- 5) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and if necessary, accommodation strategies. Investment in professional treatment, education, follow-up and after-care frameworks support affected Employees in maintaining compliance with the current *Canadian Model* and if necessary recovering from an addiction and or dependency to alcohol or other drugs.

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

- (a) The Parties support the implementation of the Rapid Site Access Program,
- (b) Subject to (c) below, the Union, Employer and participant Employees agree to be bound by and comply with the Rapid Site Access Program Procedural Rules, as amended from time to time,
- (c) Where the Union does not agree to an amendment to the Rapid Site Access Program Procedural Rules, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered Employers' organization and the Rapid Site Access Administrative Committee
- (d) For Modular Yard Work, the amount established pursuant to **Clause C-19.04** shall be contributed by the Employer to Construction Labour Relations at, 203, 236-91 Street SW Edmonton Alberta T6X 1W8. These contributions also shall be used to provide the funding RSAP Third Party Service Providers who are responsible for delivering the services in respect to the Rapid Site Access Program,
- (e) The Association may, by notice in writing to the Union and Employers, change the number of cents per hour worked in **Clause (d)** above, and

Signed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #C-2 – Referral for Case Managed Aftercare (CMAC)

by and between

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION
INSULATORS (PROVINCIAL) TRADE DIVISION**
[hereinafter referred as the “Association”]

and

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110**
[hereinafter referred as the “Union”]

Whereas

A worker must be referred to a Substance Abuse Expert [SAE] following a failure to comply with the current Canadian Model for Providing a Safe Workplace [*Canadian Model*]. Once the worker is assessed by a SAE, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the SAE’s recommendations, entering into a post assessment agreement, and supporting compliance with prescribed aftercare.

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

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

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

Contracting the administration of SAE recommendations to CMAC third party professionals is expected to be more effective in meeting the safety objectives contained in the *Canadian Model* and increase the quality of service afforded to affected workers.

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

- 1) SAE recommendations arising from Contractor administered A&D tests conducted pursuant to the Canadian and arising from those who violate Article 3 of the *Canadian Model* shall be referred to and administered by CMAC third party professionals. Such SAE recommendations shall apply to employment and prospective employment in respect to any Collective Agreement for which the Union is signatory. SAE recommendations shall be shared with the Employer only if they are in respect to a current Employee, one that has contravened Article 3 of the *Canadian Model* while in the employ of that Employer.

- 2) All Third-Party Service providers will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party service providers who are responsible for administering SAE recommendations.
- 4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

LETTER OF UNDERSTANDING #C-3 – Continuing Case Managed Aftercare

by and between

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION
INSULATORS (PROVINCIAL) TRADE DIVISION**
[hereinafter referred as the “Association”]

and

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL UNION #110**
[hereinafter referred as the “Union”]

Whereas workers who have had a violation of the current Canadian Model for Providing a Safe Workplace [*Canadian Model*] may be required to attend post assessment counselling (PAC) and submit to follow up testing over a prescribed period of time as part of their SAE recommendations and CMAC return to work agreement; and

Whereas PAC and follow up testing are put on hiatus for the period of time when a worker is not employed with an RSAP Participating Contractor or not working on an RSAP Participating Site or not employed thereby extending the time that a worker remains in CMAC beyond the prescribed period of time in the SAE recommendations; and

Whereas successful completion of the SAE recommendations during the prescribed period of time provides for the best opportunity of success for the worker to return to work and sustain continued employment in a safety sensitive environment;

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

- 1) Workers who are in CMAC for a violation of the *Canadian Model*; who are not working for a Participating RSAP Contractor or not working on an RSAP Participating Site or employed under the Collective Agreement between the Parties listed above and are not eligible for funding under the CEFAP Plan Rules and Eligibility Criteria, shall be permitted the option to participate in continuing their CMAC. The union and the worker must state their agreement to participate in continuing CMAC in writing. This written agreement will allow the required CMAC to continue and be conducted during the prescribed period of time as stated in the SAE recommendations.
- 2) When the worker is not working for an RSAP Participating Contractor or not working on an RSAP Participating Site or employed under the Collective Agreement between the Parties listed above; is not eligible for funding with CEFAP; and has selected this option in writing, the worker will be responsible for all associated costs of CMAC as per the case management eligibility criteria established. The associated costs may include the SAE and PAC, CMAC return to work testing, follow-up testing and case management services provided by the CMAC Third-Party Case Administrator and administrative costs.

- 3) Where the union and the worker have agreed in writing to participate in continuing CMAC including offsite testing and where the worker has either a follow-up A&D test result that is reported by the MRO as a positive, a refusal to test, or a failure to attend a collection site for a scheduled off-site follow up test, the worker's status will be classified as inactive. The worker, when classified inactive, will be ineligible for dispatch until his/her status is classified as active by the CMAC Third Party Service Provider administrator. The worker will be required to self-fund all associated costs (as listed in **Clause 2** of this Letter of Understanding above) and comply with the recommendations as reported in the SAE Report to be classified as active.
- 4) This Letter of Understanding shall be in force unless mutually agreed between the Association and the Union to discontinue this letter of Understanding.

All of which is agreed this 7th day of May 2023.

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

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

Joe McFadyen
President

Kevin Lecht
Business Manager

**LETTER OF UNDERSTANDING #C-4 – Pension Contributions for Apprentices Receiving
Above Minimum Base Wage Rates**

by and between

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

and

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

WHEREAS certain Employers are paying their Apprentices base wage rates that differ from the base wage rates specified by the Collective Agreement;

AND WHEREAS this practice has led to uncertainty about the pension contributions that are to be paid by these Employers to the Asbestos Employees’ Pension Plan of Alberta;

NOW THEREFORE the Union and the Trade Division agree as follows:

- 1) When an Employer pays an Apprentice a base rate of pay associated with a higher classification in the Collective Agreement, the Employer will make pension contributions for that Apprentice that correspond with the higher classification. For example, if an Employer pays a Second Year Apprentice the base rate of pay corresponding to the Third Year Apprentice classification, the Employer will make pension contributions for that Apprentice at the Third Year Apprentice rate.
- 2) Subject to the following, the Employer may pay base wage rates that fall between classification associated base wage rates set out in the Collective Agreement [hereinafter referred to as “Off-Scale Rates”] on a without prejudice basis. Where an Employer pays an Employee an Off-Scale rate, if the base rate is below the mid-point between the 2 classifications, the pension contribution shall be paid corresponding to the lower classification. If the base rate is equal to or above the mid-point, the pension contribution shall be paid corresponding to the higher classification.
- 3) An Apprentice who is currently being paid an Off-Scale rate that conflicts with **Clause 2** of this Letter of Understanding will be “grandfathered” at their current base wage rate and pension contribution for the remainder of their current assignment at the project site that they were dispatched to.
- 4) The Off-Scale rates described in **Clause 2** of this Letter of Understanding shall be considered gratuitous and may be rescinded by an Employer at any time. However, once an Employer pays an Apprentice the base wage rate associated with a higher classification, that base wage rate and the associated pension contribution will be unchanged for the remainder of their current assignment at the project site that they were dispatched to.

All of which is agreed this 7th day of May 2023.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

SEGMENT D – COMMERCIAL/INSTITUTIONAL

ARTICLE D-1.00 - COMMERCIAL DEFINITION

D-1.01 Commercial/institutional construction shall mean construction work involved in, but not limited to:

- Breweries
- Distilleries
- Food Processing Plants
- High Rise Apartments
- Hospitals
- Hydroponic Facilities
- Municipal/County Lift Stations
- Office Buildings
- Schools
- Shopping Centers
- Solar or Wind Power
- Treatment Plants
- Warehouses

In addition, Commercial/Institutional work shall include such work as may reasonably be considered as Commercial/Institutional Construction as mutually agreed by the Business Manager and Employer bidding the work. If agreement cannot be reached a single Industry Expert will be used to make the segment determination in writing within 24 hours. A list of acceptable Industry Experts will be compiled by the Joint Trade Board within 90 days of ratification of this agreement.

ARTICLE D-2.00 - RECOGNITION AND CLASSIFICATIONS

D-2.01 The Employer recognizes that the Union has jurisdiction:

- (a) in the Province of Alberta; and
- (b) the Northwest Territories and Nunavut.

D-2.02 Employees as used herein shall mean and include:

- (a) Certified and Uncertified Journeyman members of the Union; and
- (b) Indentured Apprentice and Improver members of the Union; and
- (c) Certified and Uncertified Journeyman members of affiliated Unions; and
- (d) Indentured Apprentices and Improver members of affiliated Unions; and
- (e) Improvers dispatched to work by the Union.

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

D-2.03 The Employers shall recognize the Union as the sole bargaining agent for all Employees coming within the scope of this Agreement.

D-2.04 (a) Journeyman shall be Red Seal Certified and/or Canadian Provincial Certified Journeyman in the Mechanical Insulation trade (Insulator Heat and Frost).

- (b) Uncertified Journeyperson shall be classified by the Union if;
 - (i) Proof of 7200 hours has been worked in the Mechanical Insulation trade, and
 - (ii) Successfully complete written examination with the Insulator Training Trust of Alberta, and
 - (iii) Successfully complete practical trade examination with the Insulator Training Trust of Alberta.

Or

- (iv) Proof is provided from the Alberta Skilled Trades and Apprenticeship Education board that the Member has attended all 3 years of technical training, and
 - (v) Minimum of 5650 hours has been worked in the Mechanical Insulation trade, and
 - (vi) Passed successfully the First and Second Year provincial examinations, and
 - (vii) Passed successfully the Third Year school examinations and shop requirements, and
 - (viii) Completed additional instruction and study with the Training Coordinator prior to attempting a rewrite of the Third Year provincial examination, and
 - (ix) They are unable, after a minimum of 3 attempts, to successfully pass the Third Year provincial examination, and
 - (x) Provide a letter from a signatory Employer, stating that the Employee possesses the required skills and knowledge expected of a Journeyperson and provide this letter to the Insulator Training Trust of Alberta.
- (c) Uncertified Journeyperson will only be eligible to be appointed as a Foreman after 18 months of consistent employment with an Employer, unless the Uncertified Journeyperson obtained Journeyperson “B” status prior to the end of the 2015-2019 Provincial Segment of the Collective Agreement.
 - (d) Uncertified Journeyperson will be considered Journeyperson for the purposes of dispatch.

D-2.05

- (a) An indentured Apprentice member of the Union who has consistently failed to pass the examinations given under the apprenticeship program or who failed to progress in the apprenticeship program and has thereby had their contract of apprenticeship cancelled by the STAE Board, may apply to the Union for the classification of “Improver”.
- (b) An un-indentured Insulator who is unable to become indentured because the Employee does not have the required education and is unable to pass the Insulator Trade Entrance Examination, may apply for the classification of “Improver”.

- (c) Members applying for this classification must submit proof of the above stated reasons for the cancellation of their apprenticeship, and/or any documentation of the worker's circumstance underlying the inability to advance in an apprenticeship to the Training Coordinator, who will refer such proof and an evaluation of that member's work ethic and letter(s) of recommendation from a contractor(s) to the Business Manager for consideration in granting Improver status.
- (d) A Improver will remain a member of the Union and retain all the rights and privileges of a Union member, except as noted below, as long as they are in good standing. They will not be subject to lapsing from the Union for failing to complete their apprenticeship.
- (e) Any hours accumulated by a member in this classification will not count towards qualifying to Uncertified Journeyman status.

D-2.06

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

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

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

D-2.07 Improver Designation

- (a) To receive Improver designation the Employee must provide proof of hours worked in the insulation trade in accordance with the Alberta Skilled Trades and Apprenticeship Act to the Union, as per the following:
 - (i) Improver Level 1: 0 to 1999 hours
 - (ii) Improver Level 2: 2000 to 3999 hours
 - (iii) Improver Level 3: 4000 to 5999 hours
 - (iv) Improver Level 4: 6000 hours or more.

- (b) The base rate for Improvers shall be as follows:
 - (i) Improver Level 1: First Year Apprentice base rate
 - (ii) Improver Level 2: 5% below Second Year Apprentice base rate
 - (iii) Improver Level 3: 10% below Third Year Apprentice base rate
 - (iv) Improver Level 4: 10% below Certified Journeyman base rate

- (c) Improvers will be dispatched after Indentured Apprentices or Certified Journeyman based on their Improver designation. Improver Level 1 – First Year Apprentice, Improver Level 2 – Second Year Apprentice, Improver Level 3 – Third Year Apprentice, and Improver Level 4 – Journeyman.

ARTICLE D-3.00 – MANAGEMENT RIGHTS

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

D-3.02 The Union agrees to provide qualified Union members to the Employer members/non-members of the Association signatory to this Agreement and to any Employer(s) who are or may become bound by this Agreement.

ARTICLE D-4.00 - UNION RIGHTS

D-4.01 The Employer agrees to employ the Members of the Union in the construction work to which Registration Certificate No. 9 applies. That may include the application, preparation, fabrication, assembling, altering, erecting, spraying, pouring, mixing, hanging, adjusting, moulding, repairing, dismantling, reconditioning, testing, and

maintaining on the job, the heat and frost insulation of such materials as Magnesia, Asbestos, Cork, Mineral Wool, Infusorial Earth, Mercerized silk, Lax Fibre, Fire Felt, Fiberglass, Urethane, Foamglass, Styrofoam, Polythene, Metal Cladding or other protective coverings used in our trade, or substitutes for those materials, or engage in any labour for managing or moving insulation materials on the job site using vehicles or other equipment and for clean-up. The above mentioned is to include application on hot and cold surfaces of thermal refrigeration protective coating.

D-4.02 The Business Manager and/or Business Agent shall have access to all jobs covered by this Agreement provided the Business Manager and/or Business Agent reports to the Employer representative.

D-4.03 The Union may appoint a Steward and an Alternate Steward for each major center an Employer operates in or around. Additionally, a Job Steward will be appointed for projects scheduled for longer than 1 month and requiring 5 Employees or more.

The Union shall advise the Employer, in writing, of the name of each Steward appointed.

Wherever practical, the Steward shall have completed a comprehensive training program that also includes the “Canadian Model for Providing a Safe Workplace” [*Canadian Model*] [as amended from time to time].

The Employer will make all reasonable effort to connect the Steward with an Employee when requested to do so and will have the Steward present for all formal disciplinary action.

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

ARTICLE D-5.00 - HOURS OF WORK, OVERTIME AND BREAKS

D-5.01 The **Clauses** of **Article D-5.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

D-5.02 (a) The regular work week shall consist of 40 hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday. Regular daily hours shall be 8 hours per day from 8:00 a.m. to 4:30 p.m. The Employer may vary the start/quit times by changing the scheduled starting time up to 2 hours at his/her option. Variances beyond 2 hours shall only occur if mutually agreed to by the Employer and Business Manager and/or Business Agent of the Union and the consent to variance will not be unreasonably withheld.

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

D-5.03 All overtime shall be paid at the rate of time and one-half, exception listed in **Clause D-6.02(b)**.

D-5.04 Overtime Meal Provision

Employees, when asked to work extended daily hours in excess of 11 hours, shall be supplied with a hot meal [where possible] following the 10th hour, and every 4 hours thereafter until the shift is ended, at the Employer's expense. There shall be a ½ hour rest period for eating.

D-5.05 Personal time off

- (a) It is accepted that an Employee may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) An Employee must have worked the normal scheduled hours of work in the Employee's work week before overtime hours will be earned. If straight time hours are missed an Employee may seek opportunity to make those hours up in a work week if availability and site conditions allow.
- (c) Overtime premiums as specified in Segment D of this Segment of the Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. An Employee that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Employees who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per Segment D of this Segment of the Collective Agreement premiums for all hours worked on those days.

D-5.06 Lunch period shall be ½ hour unless otherwise agreed to by the Business Manager and/or Business Agent and the Employer. There shall be 2 coffee breaks; 1 in the first ½ and 1 in the second half of each shift or shifts and, after each 2 hours of overtime.

D-5.07 If an Employee is required to return to work before an 8 hour break occurs, the Employee shall be paid time and one half the basic rate of pay. If an 8 hour break does not occur before the Employees' regular daily hours of work commence, then time and one half the basic rate of pay shall apply for that entire shift of hours.

ARTICLE D-6.00 - RECOGNIZED HOLIDAYS AND VACATIONS

D-6.01 The following shall be General Holidays under this Agreement:

New Year's Day	Alberta Family Day	Good Friday
Victoria Day	Canada Day	Heritage Day
Labour Day	Truth & Reconciliation Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

No work shall be performed on Labour Day.

- D-6.02**
- (a) Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an Employee's scheduled day off shall not affect the start date of the Employee's return to work, or the rate of pay for that day.
 - (c) Double time will be paid for work performed on Remembrance Day and Christmas Day. All other general holidays will be paid at the rate of time and one half for all hours worked.
 - (d) Pursuant to **Clause D-5.03(b)**, Employee will not be eligible to make up hours on a holiday.

D-6.03 When a general holiday occurs on a day on which Employees are scheduled to work, an Employee who opts to not work on the general holiday shall give the Employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such an Employee will not be penalized for opting to not work.

D-6.04 When a general holiday occurs on a Saturday or Sunday, Employees will have the option to take the next regular workday off without penalty or loss of personal day.

D-6.05 It is agreed that in the event any other day is declared a General Holiday by a Government [Federal or Province of Alberta] which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

ARTICLE D-7.00 - SHIFT PREMIUM

D-7.01 A shift premium of \$2.00, over and above the basic daytime hourly rate will be paid for all shifts that have a start time outside 06:00 AM to 10:00 AM.

D-7.02 Where possible the Employer will provide 24 hours prior notice of the commencement of shift work.

ARTICLE D-8.00 - SHOW UP

- D-8.01** When an Employee reports to work at the regular starting time and such Employee is not put to work the Employee so affected shall be entitled to a minimum of 2 hours pay at the applicable rate of pay.
- D-8.02** In order to qualify for show up time Employees must remain on the job site, unless otherwise directed by the Employer. Where the Employee(s) are directed to remain on the job site for more than 2 hours they shall be paid for such time at the applicable rate.
- D-8.03** Employee(s) affected shall be paid daily travel, transportation and subsistence as is applicable.
- D-8.04** An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least 2 hours prior to the commencement of the normal workday. Employees working on a job site where they are accommodated in a camp facility will not be entitled to show up time if they are notified that no work is available at breakfast time and notices are posted on the bulletin boards in the camp kitchen.
- D-8.05** When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

ARTICLE D-9.00 - WAGES

- D-9.01** At the sole discretion of the Union, any resulting increase(s) to the wage package, in whole or in part over the term of this Collective Agreement, to a maximum of \$1.25 per hour, may be added to the existing pension plan contribution rate prescribed in this Agreement for Journeypersons upon the Union providing written notice to the Association.

The Union request must not result in the Employer contributions exceeding the maximum pension contributions allowable under the Income Tax Act. Such requests will be accompanied by written confirmation from the pension plan's actuarial consultant that they will not exceed the maximum pension contributions allowable as referenced above.

- D-9.02**
- (a) Apprentices shall be paid in accordance with the percentages of the wages paid to Employees who are certified journeypersons in the trade:
 - (i) 50% in the first period of the apprenticeship program
 - (ii) 65% in the second period of the apprenticeship program
 - (iii) 80% in the third period of the apprenticeship program
 - (c) Upon update of the Insulator Trade Regulation [Alberta Regulation 19-96] by the Skilled Trades and Apprenticeship Education (STAE) Board, apprentices shall be paid in accordance with the percentages of the wages paid to employees who are certified journeypersons in the trade as amended from time to time.

D-9.03 Commercial/Institutional Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	PENSION	TRAIN	GROSS WAGE
Journeyman							
07-May-23			Monthly	Monthly			\$40.49
05-Nov-23			Monthly	Monthly			\$42.31
05-May-24			Monthly	Monthly			\$43.97
Uncertified Journeyman							
07-May-23			Monthly	Monthly			\$38.48
05-Nov-23			Monthly	Monthly			\$40.21
05-May-24			Monthly	Monthly			\$41.79
Third Year Apprentice							
07-May-23			Monthly	Monthly			\$32.44
05-Nov-23			Monthly	Monthly			\$33.81
05-May-24			Monthly	Monthly			\$35.24
Second Year Apprentice							
07-May-23			Monthly	Monthly			\$26.40
05-Nov-23			Monthly	Monthly			\$27.60
05-May-24			Monthly	Monthly			\$28.68
First Year Apprentice							
07-May-23			Monthly	Monthly			\$20.37
05-Nov-23			Monthly	Monthly			\$21.29
05-May-24			Monthly	Monthly			\$22.11

D-9.04 Commercial/Institutional Temporary Foreign Workers and Pensioner Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Journeyman						
07-May-23			Monthly	Monthly		\$40.49
05-Nov-23			Monthly	Monthly		\$42.31
05-May-24			Monthly	Monthly		\$43.97
Uncertified Journeyman						
07-May-23			Monthly	Monthly		\$38.48
05-Nov-23			Monthly	Monthly		\$40.21
05-May-24			Monthly	Monthly		\$41.79

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Third Year Apprentice						
07-May-23			Monthly	Monthly		\$32.44
05-Nov-23			Monthly	Monthly		\$33.81
05-May-24			Monthly	Monthly		\$35.24
Second Year Apprentice						
07-May-23			Monthly	Monthly		\$26.40
05-Nov-23			Monthly	Monthly		\$27.60
05-May-24			Monthly	Monthly		\$28.68
First Year Apprentice						
07-May-23			Monthly	Monthly		\$20.37
05-Nov-23			Monthly	Monthly		\$21.23
05-May-24			Monthly	Monthly		\$22.11
Improver 4						
07-May-23			Monthly	Monthly		\$36.47
05-Nov-23			Monthly	Monthly		\$38.12
05-May-24			Monthly	Monthly		\$39.61
Improver 3						
07-May-23			Monthly	Monthly		\$29.22
05-Nov-23			Monthly	Monthly		\$30.45
05-May-24			Monthly	Monthly		\$31.73
Improver 2						
07-May-23			Monthly	Monthly		\$25.09
05-Nov-23			Monthly	Monthly		\$26.15
05-May-24			Monthly	Monthly		\$27.26

D-9.05 Commercial/Institutional Improver Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	PENSION	TRAIN	GROSS WAGE
Improver 4							
07-May-23			Monthly	Monthly			\$36.47
05-Nov-23			Monthly	Monthly			\$38.12
05-May-24			Monthly	Monthly			\$39.61
Improver 3							
07-May-23			Monthly	Monthly			\$29.22
05-Nov-23			Monthly	Monthly			\$30.45
05-May-24			Monthly	Monthly			\$31.73

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	PENSION	TRAIN	GROSS WAGE
Improver 2							
07-May-23			Monthly	Monthly			\$25.09
05-Nov-23			Monthly	Monthly			\$26.15
05-May-24			Monthly	Monthly			\$27.26
Improver 1							
07-May-23			Monthly	Monthly			\$19.17
05-Nov-23			Monthly	Monthly			\$20.03
05-May-24			Monthly	Monthly			\$20.29

D-9.06 Employees shall receive 6% of their applicable base rate for vacation pay and 4% of their applicable base rate for recognized holiday pay. Income tax on these amounts shall be shown and deducted each pay period.

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

D-9.07 Employees employed on or before the 14th of the month will have a \$270 contribution remitted as per **Clause D-15.01** on the 15th of that month providing them with Health & Welfare benefit from the 15th of that month to the 15th of the following month even if they were not employed for the entire month. Contribution rate may be amended by the Trustees from time to time.

D-9.08 Wellness of Workers [WOW] Center benefit contributions for an Employee employed prior to the 15th of a month will be \$13 and remitted to the Union on the 15th of the following month.

D-9.09 Pension benefit contributions for an Employee will be 7% of the base rate for the first increase on May 7th, 2023, and 10% of the base rate from Nov 23, 2023 forward and remitted as per **Clause D-16.01**.

D-9.10 (a) There shall be a minimum of 1 Foreman for the first 3 Employees who can supervise upwards to 15 Employees, and 1 Foreman for every 15 Employees thereafter. Foreman shall be a Journeyman member of the Union and shall receive 110% of Journeyman base rate of pay. No Foreman shall supervise more than 15 Employees at any time.

(b) Foreman shall be paid an additional \$1.00 per hour worked if that person has achieved the Industrial Construction Crew Supervisor [ICCS] designation from Alberta Skilled Trades and Apprenticeship Education.

(c) Foreman shall be paid an additional \$0.50 per hour worked if that person has achieved CLRA Better Supervision Certification [BSV] and ACSA Leadership for

Safety Excellence [LSE] Certification but, have not achieved Industrial Construction Crew Supervisor designation.

D-9.11 Pay day shall be weekly or biweekly and not more than 1 week's pay may be held back unless other arrangements are made between the Employer and the Union. Payment may be by cheque or direct deposit at the option of the Employer.

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

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

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

- (b) If 1 full day's pay or less is owed, the outstanding hours will be paid on the next payday. In the event the outstanding hours are not paid on the next payday, the Employee will be paid 4 hours pay, and will be paid an additional 4 hours pay for each pay period until said outstanding hours are paid.

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

D-9.12 A complete statement of the Employee's earnings and deductions shall be shown on each pay cheque or on a separate statement if direct deposit is used. The statement shall include:

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

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

D-9.13 Employees shall receive face value for their pay cheque or direct deposit and the exchange shall be the responsibility of the Employer.

D-9.14 Except for valid reasons agreed to by the Joint Trade Board, Employees shall receive their pay prior to quitting time on payday or be paid 4 hours for each regularly scheduled working day until their cheque or direct deposit arrives.

ARTICLE D-10.00 - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

D-10.01 DAILY TRAVEL/PARKING

The following conditions will apply on jobs within daily travel distance of the nearest Geodetic Monument, [the center of the cities in which the Unions are centered, the location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower] or any location with a hiring hall, and on jobs from which Employees travel daily from temporary accommodation provided or paid for by the Employer.

- (a)
 - (i) A 70 kilometer radius free zone from the Geodetic Monument, or around any place in which Employees are temporarily domiciled by the Employer, shall be established.
 - (ii) No transportation or travel allowance shall be applicable within the free zone [subject to **Clause D-10.01(a)(iii) and D-10.01(b)**].
- (b) For projects beyond the 70 kilometer free zone for which daily travel is required, the Employer will have the following options:
 - (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the Employees, as a vehicle allowance, at the current rate listed on www.clra.org per kilometer traveled each way between the edge of the free zone and the project job site daily and pay travel allowance.
- (c) The Coordinating Committee and the Building Trades of Alberta [the “Council”] shall examine, during January of each year of the Segment of the Collective Agreement, the information published by Department of Finance Canada respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first 5,000 kilometers, and a lower rate for additional kilometers. The Coordinating Committee and the Council shall determine a rate that is midway between those 2 rates. The above vehicle allowance

rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.

- (i) The travel allowance shall be calculated based on traveling at 80 kilometers per hour, at the Employee's applicable base rate, from the point where the edge of the 70 kilometer radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.
 - (ii) Where the Employer provides the transportation the travel allowance would be paid but the vehicle allowance would not be payable.
- (d) Where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults.
 - (e) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
 - (f) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of 2 hours at the applicable straight time rate.
 - (g) If an Employee is required by the Employer to move from 1 job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate listed at www.clra.org, per kilometer traveled if the Employee uses his/her own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
 - (h) Employees required to travel out of a city or town to another job after working a shift, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.
 - (i) When an Employee is being paid subsistence allowance in accordance with **Clause D-10.03(a) or (b)**, and when there is no accommodation available within 70 kilometers of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometers beyond a 70 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 70 kilometer radius of the project becomes available, the payment of the travel allowance will cease.

- (j) (i) Parking expense shall be reimbursed when free parking is not available within 3 blocks of the job site prior to start of shift, providing the Employee presents an original parking receipt to the Employer. The Employer may designate the parking area.
- (ii) When Employer transportation is provided and an Employee at their choice drives their own vehicle, reimbursement of parking cost is not required.

D-10.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where a daily travel allowance under **Clause D-10.01(b)** would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the conditions in (b) below, based upon a radius from the nearest Geodetic Monument, as applicable, current rates listed on www.clra.org.
- (b) Notwithstanding the provisions of **Clause D-10.02(a)** above, when transportation is provided by the Employer, no travel allowance will be paid.
 - (i) When transportation is provided by the Employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle [being scheduled days of work for which there is no more than a 1 day of rest scheduled within consecutive scheduled days] an Employee, at the time of dispatch, will be allowed to elect to use the Employer supplied transportation or to receive Segment of the Collective Agreement initial/return allowances. Buses must comply with **Clause D-10.01(d)**.
 - (ii) An Employee who has elected Segment of the Collective Agreement initial/return allowances will no longer be paid any such payments not yet received if transportation is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.
 - (iii) An Employee who has elected Segment of the Collective Agreement initial/return allowances and who is found using Employer supplied transportation will become disentitled to further Segment of the Collective Agreement initial/return allowances, as one consequence.
 - (iv) If an Employee who elects Segment of the Collective Agreement initial/return allowances uses Employer supplied transportation for his/her initial trip that Employee will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - (v) Regulations shall be established for the use of Employer supplied transportation governing behavior and the use of, e.g., alcohol, tobacco and other substances.
 - (vi) Notwithstanding the foregoing, an Employee who has elected to use Employer supplied transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a 1 way commercial bus ticket to Edmonton or Calgary, whichever

is applicable, and transportation to or from the site to the nearest commercial bus terminal, or equivalent taxi fare.

D-10.03 ACCOMMODATION, ROOM & BOARD

- (a) Applicable within a 475 kilometer radius of the nearest Geodetic Monument [but excluding National Parks]

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

- (i) mutually agreed room and board; or
 - (ii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day. Exceptions are listed on the Construction Labour Relations website at www.clra.org under the Resources/Subsistence Rates tab. Rates and locations are subject to possible update during the term of this Segment of the Collective Agreement by the Subsistence Review Committee.
- (b)
- (i) On a project located over 250 kilometer radius from the center of the nearest Geodetic Monument, 1 additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to the Employer for each occasion the accommodation is used. Where the Employer or the client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.
 - (ii) Board and room will be supplied, or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled workday other than a Monday or Friday [Thursday where a compressed work week schedule is in effect] provided the Employee reports for work on the workday immediately preceding and following the Statutory Holiday.
- (c) Applicable beyond a 475 kilometer radius of the center of the nearest Geodetic Monument [excluding National Parks and Northwest Territories]

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

- (i) mutually agreed room and board; or
- (ii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day.
- (iii) Employees failing to report for work on the workday immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.

- (d) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to **Clause D-10.03(a)(ii) or D-10.03(c)(ii)** above, the difference shall be referred to the Insulator Joint Trade Board, with a representative of the Employer in attendance, which shall make a binding decision within 3 days from the date of referral. If agreement cannot be reached a single Industry Expert will be used to make the determination in writing within 24 hours.

- (e)
 - (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
 - (A) Provide suitable room and board; or
 - (B) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - (C) 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 be referred to the Insulator Joint Trade Board which shall make a binding decision within 3 days from the date of referral. If agreement cannot be reached a single Industry Expert will be used to make the determination in writing within 24 hours.

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

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

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

ARTICLE D-11.00 - DISMISSAL AND LAYOFF

D-11.01 When an Employee is laid off, 1 hours' paid notice shall be given by the Employer to allow for pack-up of personal tools and belongings from the project. Employers are encouraged to provide additional paid notice for projects falling outside of daily travel limits when possible.

The Employee has a responsibility to notify the Employer forthwith if the Employee is quitting employment prior to leaving the job site or at the latest prior to the next scheduled workday.

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

D-11.03 When an Employee is laid off, the Employee shall receive forthwith, in full, his/her wages, holiday pay and vacation pay, if possible. Final pay shall be given to the Employee or available at the Employer's office, if requested by the Employee, or post-marked within 24 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:

- (a) is sent by mail and is not postmarked by the second day after the day on which the Employee was laid off, the Employee shall receive 4 hours pay for each day after the day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or
- (b) is not delivered by hand, or picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 24 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

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

- (c) When an Employee quits or is terminated, final pay shall be given to the Employee or post-marked within 48 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:
 - (i) is sent by mail and is not postmarked by the second day after the day on which the Employee quit or was terminated, the Employee shall receive 4 hours pay for each day after the day after the second day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or
 - (ii) is not delivered by hand, picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 48 hours after the time of the layoff, until the hour

the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

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

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

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

D-11.05 Where it becomes necessary to layoff, preference of employment shall be given to Local Union members, subject to maintaining the apprenticeship ratio.

ARTICLE D-12.00 - HIRING PROCEDURE

D-12.01 The Parties agree that they will not enact or enforce any By-law, local rule(s) or constitutional provision within their respective organizations that has the effect of contravening any provision of Segment D of this Segment of the Collective Agreement.

D-12.02 The Union agrees to provide the list of available unemployed members to any Employer on request of the Employer(s).

D-12.03 (a) The Employers may transfer Employees from other work being performed by the same Employer within the area jurisdiction of the Union without restriction, except that those Employees who have been hired by name for work under Segment D may only be transferred to work under Segment A with the agreement of the Union.

(b) When 1 or more Employees have been transferred to or from work under Segment A, the Employer shall notify the Union in writing, by email or otherwise, of the job site to which the Employee or Employees have been transferred.

(c) The Employer may transfer Employees from projects not covered by this Segment of the Collective Agreement to projects covered by this Segment of the Collective Agreement only with the mutual agreement of the Union.

D-12.04 (a) The Employer agrees to employ the Members of the Union for Segment D work coming within the jurisdiction of the Union in accordance with the following procedure:

(i) The Employer has the option to name hire Journeyman and Third Year apprentices without restriction from the list of available unemployed members maintained at the Union office.

- (ii) First Year and Second Year apprentices will be hired through the dispatch request process and dispatched in order of the list of available unemployed members maintained at the Union office.
 - (iii) The process described above shall be repeated as often as required to fulfill the Employer's requirements.
- (b) The Union shall issue a referral slip forthwith upon referring each worker to an Employer. Such slips may be issued electronically.

D-12.05 The Employers agree to hire members of the Union for all insulation work requiring their services. If, after 24 hours, excluding Saturdays, Sundays and Statutory Holidays, the Union is unable to supply qualified Journeypersons or Apprentices acceptable to the Employer then the Employer has the privilege of hiring other personnel. These Employees shall receive clearance through the Union Offices and shall become members prior to their first day of work and must remain members in good standing as a condition of continued employment. If the apprenticeship ratio cannot be maintained the Employer and the Union agree to jointly recommend an exemption, as provided for by the Apprenticeship regulations.

D-12.06 If an Employer requires an employee to complete an online orientation, the Employer shall estimate a reasonable amount of time to complete the orientation. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of four hours, multiplied by the employee's basic hourly rate. This provision shall not apply to, nor shall there be any pay required, for owner or site access required online orientations, nor for time required for on-boarding such as provision of certificates, information required for payroll processing, or contact information.

ARTICLE D-13.00 - APPRENTICESHIP

D-13.01 As a condition of employment all prospective Apprentices shall become registered in and be governed by the established Apprenticeship Program at the date of hire.

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

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

D-13.02 Subject to the Union's ability to supply Journeypersons, the Employer may employ up to 1 Indentured Apprentice and 1 Certified Journeyperson for every 2 Improvers. This ratio will be maintained until such time as there are no Improvers employed by the Employer, at which time the ratio will be 1 Indentured Apprentice and 1 Certified Journeyperson.

The ratio shall exclude Third Year Apprentices from the equation in accordance with Alberta Skilled Trades and Apprenticeship Education Act.

ARTICLE D-14.00 - TOOLS, EQUIPMENT, ETC.

D-14.01 Employees are to supply tools as per the Tool List. The Employer shall verify such tools upon employment during regular working hours in the presence of the Employee, the Employee shall be provided with a copy of the verified list. The Employee’s personal tools shall be in good condition when the Employee hires on to a job and they shall be maintained and kept in good condition for the duration of employment.

Minimum for all Employees

1 – Metal Toolbox Marked with Employees Legal Name	1 – Large Divider 10-12”
1 – Heavy Duty Lock	1 – Tin Snips 10-12”
2 – Insulation Knives with Sheath (Suitable for Cal-Sil and Fiber Insulations.)	1 – Metal Masters M1
1 – Pruning Saw	1 – Metal Masters M2
1 – Keyhole Saw	1 – Scratch Awl
2 – Tape Measures (min 10’)	1 – Nipper (7 or 8”)
1 – Small Divider 6-8”	1 - #2 Robertson Screwdriver
1 – 8” Scissors	1 – Adjustable Tri Square
1 – Utility Knife	1 – Bullnose or Pointer Trowel 5-6”
	1 – Hammer
	1 – 4” Paste Brush

Additional for Journeyman

1 – Band Tensioner	1 – Pop Riveter
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Optional Tools

1 – Tool Pouch or Carryall	2 – Spring Clamps
1 – Chicken Wire Hook	1 – Circumference Tape
1 – Seam Separator	1 – Marking Gauge
1 – Folding Pliers	1 – Cordless drill with charger and 2 batteries

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

D-14.02 The Employer shall replace Employees personal tools listed in **Clause D-14.01** when:

- (a) Such tools are destroyed by fire on the Employer’s premises or in a storage place designated by the Employer.
- (b) Such tools are lost through theft from a designated storage place or locked personal toolbox.

- (c) Tool/tools are not returned to the Employee by the Employer when employment is concluded or lost in transportation, as stated in **Clause D-14.05**.
- (d) In the course of an Employee's work assignment such tools are damaged beyond proper function, provided the damage was not intentional or caused by the Employee's failure to exercise care and attention. Normal wear shall not constitute damage.
- (e) All tools will be like make and style or financially compensated at the current retail replacement cost.

D-14.03

- (a) When the Employees are working with all types of mastics, the Employer shall supply rubber or polythene gloves, hand cleaners and brushes.
- (b) When the Employees are working with foamglass, the Employer shall supply insulation cutting tools.
- (c) When the Employee is working on spraying, the Employer shall supply coveralls, work gloves and rubber boots.

D-14.04

- (a) The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing. Adequate protection and storage shall mean:
 - (i) Steel gang/storage box or standup shelves secured by a unique lock or something similar but appropriate to the site.
 - (ii) Stacking of toolboxes will be avoided.
 - (iii) It will be the responsibility of the Foreman or their designate to ensure the gang box is locked during break and at the end of each workday.
 - (iv) Employees shall lock their own toolbox. Employers will not be responsible for unattended tools.
 - (v) Wood gang boxes should only be used for immediate short term need.
- (b) The Employer agrees to accept responsibility for normal wear and tear on return of broken or worn tools
- (c) Employees shall keep tools, safety equipment or protective clothing in good condition at all times. Employees willfully misusing or damaging or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

D-14.05

Where the Employer is responsible for the transportation of the Employees tools [i.e. Fly in/Fly out] and the Employee is subject to a layoff, termination or quits, the Employees tools shall be returned to the Employers premise in the Capital Region within 3 business days excluding holidays.

ARTICLE D-15.00 - HEALTH AND WELFARE FUND

- D-15.01**
- (a) Employers bound by this Agreement shall pay the amount indicated in **Clause D-9.06** [and amended from time to time] for Employees engaged in Segment D work into a jointly administered Health and Welfare Fund. Contributions shall be remitted not later than the 15th of the following month to the Asbestos Workers Insurance Benefit Trust Fund, 9335 – 47 Street, Edmonton, Alberta T6B 2R7.
 - (b) Employers bound by this Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Insurance Benefit Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Collective Agreement.
 - (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.

- (d) Where an Employee performs work that would require the Employer to contribute to the Trust Funds set out in this Agreement, at such a contribution as may from time to time be applicable in this Segment of the Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE D-16.00 - PENSION TRUST FUND

- D-16.01** (a) Subject to **Clause D-16.01(a)(ii)**, Employers bound by this Segment of the Agreement shall pay the amount indicated **in Clause D-9.08** [and amended from time to time] for Employees engaged in Segment D work into a Pension Trust Fund solely trusted and administered by the Union.
- (i) Contributions shall be remitted to the Asbestos Workers' Pension Plan of Alberta, 9335 - 47th Street, Edmonton, Alberta, T6B 2R7, not later than the 15th of the following month.
- (ii) Notwithstanding the Segment D Wage Schedules herein for Temporary Foreign Workers, a person who is a Temporary Foreign Worker may make application to the Plan to be paid in accordance with the generally applicable wage schedules, and to have contributions made to the Plan accordingly.
- (iii) Notwithstanding **Clauses D-16.01(a), (a)(i)** and **(a)(ii)** above, if an Employee is engaged in employment for which the Employer's contributions are to be made to the Plan, and the Employee is both 60 years of age or older and is receiving a pension from the Asbestos Workers' Pension Plan of Alberta, the Employee may make an application to the Administrator of the Asbestos Workers' Pension Plan of Alberta, for the future pension contributions that would otherwise be payable by the Employer to the Asbestos Workers' Pension Plan of Alberta, to be paid in accordance with the appropriate wage schedule herein.
- (iv) Upon the approval of the Administrator of the Employee's application for payment of the pension contribution as wages to the Employee, and notification to the Employer of such approval, the Employer shall be relieved of any obligation under the Segment of the Collective Agreement and Plan to remit future pension contributions to the Asbestos Workers' Pension Plan of Alberta for that approved Employee.

- (b) Employers bound by this Segment of the Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Pension Plan of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required under this Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Segment of the Collective Agreement.
- (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
- (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses;

provided that in no event shall an Employer be obligated to pay to the Trustees of this Trust Fund on account of the costs and expenses of the inspection or audit of the Employer's employment records or payroll and wage records an amount in excess of that which the Employer is required to pay on account of the audit or inspection made under the authority of the Trustees of the Pension Trust Fund as allowed by **Clause D-16.01(b)** of this Segment of the Collective Agreement. The Trustees may waive the payment of all or any part of such costs or expenses.

- (d) Where an Employee performs work that would require the Employer to contribute to the Trust Funds set out in this Segment of the Agreement, at such a contribution rate as may from time to time be applicable in this Segment of the Segment of the

Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his/her own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE D-17.00 - INSULATORS' TRAINING TRUST FUND OF ALBERTA

- D-17.01**
- (a) Employers bound by this Segment of the Agreement shall pay the amount indicated in Segment D Wage Schedule for all hours worked by Employees engaged in the insulation trade into a jointly trustee and administered Training Trust Fund. Contributions shall be forwarded, along with union dues remittances, to the Secretary Treasurer of the Insulators and Allied Workers Local #110, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month, such moneys to be held in trust by the Secretary Treasurer until forwarded in turn to the Fund in accordance with arrangements made between the Secretary Treasurer and the Trustees of the Fund.
 - (b) Employers bound by this Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which establish the Insulators' Training Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Collective Agreement.
 - (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;

- (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.
- (d) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Segment of the Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE D-18.00 - UNION DUES, EMPLOYERS' DUES, AND PITT FUND

D-18.01 UNION DUES DEDUCTION

Upon written request from the Employees, the Employer agrees to deduct from each bi-weekly pay period, basic Union dues plus supplementary union dues, and forward same to the Secretary Treasurer of the Union, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month. Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of union dues to be deducted from each Employee.

The Employer, upon written notification [copy to Employee] by the Union, will deduct additional dues in an amount specified by the Union for any Employee that is in arrears with the Union. Such additional dues shall be remitted to the Union by the 15th day in the month following the notification being received. In the case of Union members such notification to the Employer will only occur after the Member has become 8 weeks in arrears and has not paid within 30 days of notice or after 30 days' notice of a lesser amount at the end of a calendar year.

D-18.02 ALBERTA BUILDING TRADES COUNCIL CHECK-OFF

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

E-18.03 PROMOTION OF THE INSULATION TRADE TRUST [“PITT”]

- (a) The Employer shall deduct \$0.50 per hour worked as a check-off to be forwarded to the Union for PITT. Such deduction shall be paid for every Employee covered by the terms of and operation of this Collective Agreement. The moneys so deducted shall be remitted by the 15th of the following month.
- (b) Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of PITT check-off to be deducted from each Employee.

D-18.04 CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION DUES AND CLR INITIATIVES

- (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Segment of the Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.
- (b) The rate of dues levied by the Association shall be as of the effective date of this Segment of the Collective Agreement for each and every hour worked by Employees of the Employer that are affected by construction Registration Certificate No. 9 and by this Segment of the 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.
- (c) 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 Segment of the 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 Segment of the 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.

- (d) 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 initiatives of Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Case Managed Aftercare Program, and the Audiometric Program. These amounts may be applicable to specific work carried out under this Segment of the Collective Agreement, as stipulated in the notices to the Employer.
- (e) All cost relating to the administration of the initiatives referred to above shall be borne under third party service provider contracts with the Association.

ARTICLE D-19.00 - WORKPLACE HEALTH AND SAFETY

- D-19.01** The Employer shall ensure, as far as it is practicable to do so, the health and safety at work of his/her Employees. Every Employee shall cooperate in the achievement thereof.
- D-19.02** It is understood and agreed that the parties to this Agreement shall, at all times, comply with the regulations of the Occupational Health and Safety Act. No Employee will be discharged or disciplined when insisting on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the regulations, after being duly warned, will be sufficient cause for dismissal.
- D-19.03** Upon written request from the Union, the Employer shall endeavor to provide information on insulation products to the extent such information is available from manufacturers and/or suppliers.
- D-19.04** The Health and Safety Representative employed by the Union may have access to all job sites covered by this Agreement provided the consent of the Owner or the Owner's representative is obtained and the Employer or the Employer's representative is notified. The Health and Safety Representative may conduct an inspection of the job site, as deemed necessary, provided the work of any Employee is not interfered with. The Health & Safety Representative shall make any recommendations to the Employer deemed necessary to improve the health and safety conditions on the job site.
- D-19.05** The Employer shall supply all necessary safety equipment including approved respirators and/or face masks at no cost to the Employee. Respirators and/or face masks shall be stored

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

D-19.06 Upon dispatch, Employees who has less than 30 days from expiry on their biyearly Pulmonary Function Test [PFT] will attend the Wellness of Workers [WOW] Centre or an approved respiratory health center that will conduct such examinations. Employees are encouraged to utilize the WOW Centre in Sherwood Park or Fort McMurray to have the examination completed. If the examination is completed at another health center, they will forward documentation of the PFT to the Asbestos Workers Benefit Trust.

PFT expiry dates will be provided to the Employer by the Union through the dispatch process. Any fees payable will be paid for by the Employer.

- D-19.07**
- (a) The Training Trust Fund will provide and fund the following compulsory or requested training due to scope or site requirements and safety training for all Employees:
 - (i) Compulsory: CSTS, Fall Arrest
 - (ii) Upon request due to scope or site requirements: Aerial Work Platform, Confined Space, H2S Alive.
 - (b) Employees dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
 - (c) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the Employee.
 - (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any Employee who has been in their employ for more than 60 calendar days.
 - (e) When an Employee attends training for a full or partial day, \$200 without Employer deductions will be paid to the Employee by the Employer for the time spent for certification or re-certification of Fall Arrest, Aerial Work Platform, Confined Space, H2S Alive and H2S Awareness.

D-19.08 Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.

D-19.09 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, Employees shall 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, Employees 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. The Union operates a training database, Employers shall disclose any safety training certifications provided to Employees while at work to the Union so that it may be entered into the database.

D-19.10 Employers shall not make unreasonable requests for safety training which negatively impact the Training Trust Fund or the Employee's obligation to get safety training on their own time. Disputes with regard to safety training requests will be resolved under **Article 2** of the Collective Agreement.

D-19.11 Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

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

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

ARTICLE D-20.00 - ALCOHOL AND DRUG POLICY

D-20.01 Concurrency

Except for the matters set out in **Clauses D-20.02 and D-20.03** below, the Canadian Model for Providing a Safe Workplace [*Canadian Model*], will be implemented by agreement under this Segment of the Collective Agreement for the purposes set out in section 2.0 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

D-20.02 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 Employee 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.

D-20.03 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 an Employee 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 Employee will be under any obligation under the *Canadian Model* with respect to such a positive test.

D-2011.04 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*.

D-2011.05 Risk Assessment

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

D-20.06 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.

D-20.07 Collection Site Documentation

In the event that an Employee's collection is determined to be incomplete or a refusal, with the consent and authorization of the Employee, the Union shall, upon request, be promptly provided with the information documented pursuant to sections A-2 Urine Testing (10) and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

ARTICLE D-21.00 - COMPETITIVE INITIATIVES

D-21.01 Where some provisions of the Collective Agreement may be found to not be competitive when non-union or alternative union companies are known to be bidding on the same project, the terms and conditions in this Agreement, for that project or specific geographical area, may be modified by the mutual consent of the Business Manager of the Union and the Association. When exclusively Association contractors are bidding on the project, Competitive Initiative [CI] terms will not be requested or provided.

D-21.02 The Parties undertake to follow a consistent and timely process on requests to amend the terms or conditions of the Collective Agreement for bidding purposes for a particular project or specific geographical area.

The CI process will be as follows:

- (a) CI requests will be initiated by a contractor(s) and submitted to the Association.
- (b) The Association will, within 1 business day, notify the contractors of the Association of the request to determine which contractor(s) are bidding the work and confirm amended terms and conditions are uniformly required. Contractors will have 1 business day to respond to this confirmation.
- (c) Two business days after the request is received by the Association, the Association will submit a CI request to the Local Union Business Manager or Union Designate.
- (d) Requests will be made by email attaching the COMPETITIVE INITIATIVE REQUEST FORM, including such relevant information as the client's name, project name, location, hours by trade, scope of the work, etc., and the amended terms and conditions of the request.
- (e) The Association will endeavor to provide this request as far in advance of the bid due date as possible.
- (f) CI requests will be restricted to provide equitable terms and conditions to non-union or alternative union terms. Every option will be examined before wage rates are considered.

D-21.03 The Business Manager or Union Designate shall respond as soon as possible to the request.

- (a) Where clarification is needed or questions arise on the request, the Business Manager will contact the Association;
- (b) The Parties affirm that agreement by email correspondence shall be legally satisfactory for the purpose of this process.

D-21.04 All Association contractors can utilize the agreed to CI terms when bidding on the same project. The Association will send a communication to the contractors advising that if they are bidding on a Project, they may contact the Association or Union office to inquire about the amended terms and conditions.

ARTICLE D-22.00 - PRODUCTIVITY

D-22.01 There shall be no limit on the production by Employees or restriction on the full use of machinery, appliances, or tools used in connection with the application of materials.

SIGNED this 7th day of May 2023 in the Province of Alberta.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**

SEGMENT E - FIRESTOP

ARTICLE E-1.00 – FIRESTOP DEFINITION

E-1.01 Firestop work on a commercial or institutional worksite shall be defined as:

All work involved with the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other applications methods of all firestopping materials including but limited to:

- intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber-blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labour, and to include other fire protection materials such as boots and cable coating which are connected with the handling or distributing of the above firestop materials, or the repair and maintenance of all equipment, on job premises, the installation of tested firestop systems or alternative solutions. Alternative solutions are custom details also referred to as engineering judgments reviewed by 3rd party engineers.

The type of work shall include but not be limited to:

- top of wall, curtain wall, fire rated wall penetrations, and or any fire rated assembly.

In addition, Firestop work shall include such work as may reasonably be considered as Firestop work as mutually agreed by the Business Manager and Employer bidding the work. If agreement cannot be reached a single Industry Expert will be used to make the segment determination in writing within 24 hours. A list of acceptable Industry Experts will be compiled by the Joint Trade Board within 90 days of ratification of this agreement.

ARTICLE E-2.00 – RECOGNITION AND CLASSIFICATIONS

E-2.01 The Employer recognizes that the Union has jurisdiction:

- (a) in the Province of Alberta; and
- (b) the Northwest Territories and Nunavut.

E-2.02 Employees as used herein shall mean and include:

- (a) Firestop Mechanic Members of the Union; and
- (b) Firestop Technician Members of the Union; and
- (c) Firestop Mechanic Members of affiliated Unions, and
- (d) Firestop Technician Members of affiliated Unions.

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

- E-2.03** The Employers shall recognize the Union as the sole bargaining agent for all Employees coming within the scope of this Agreement.
- E-2.04** Firestop Mechanic shall be classified by the Union with proof of more than 4,500 hours worked in the firestop industry.
- E-2.05** Firestop Technician 3 shall be classified by the Union with proof of more than 3,000 but less than 4,500 hours worked in the firestop industry.
- E-2.06** Firestop Technician 2 shall be classified by the Union with proof of more than 1,000 but less than 3,000 hours worked in the firestop industry.
- E-2.07** Firestop Technician 1 shall be classified by the Union with less than 1,000 hours worked in the Firestop Employer orientation program.
- E-2.08** To attain Firestop Technician or Mechanic status, the Employer will evaluate the skills of the Employee 30 days after the completion of the required hours worked for 1 or more Employer. That Employer(s) will determine if the Employee has the skills and if not determine what level of skill has been achieved. Employers will be provided the requisite evaluation form from the Union, once completed, the evaluation will be returned to the Union.
- E-2.09** Such evaluations and resulting classification assignments shall not be subject to the grievance procedure.

ARTICLE E-3.00 – MANAGEMENT RIGHTS

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

E-3.02 The Union agrees to provide qualified Union members to the Association and to any Employer(s) who are or may become bound by this Agreement.

ARTICLE E-4.00 – UNION RIGHTS

E-4.01 The Employer agrees to employ the Members of the Union in the completion of all facets of firestop systems; including but not limited to set up and maintenance of equipment, installation of firestop products, testing and removal of firestop products, and site/area clean up.

E-4.02 The Business Manager and/or Business Agent shall have access to all jobs covered by this Agreement provided the Business Manager and/or Business Agent reports to the Employer representative.

E-4.03 The Union may appoint a Steward and an Alternate Steward for each major center an Employer operates in or around. Additionally, a Job Steward and Alternate Job Steward will be appointed for projects scheduled for longer than 1 month and requiring 5 Employees or more.

The Union shall advise the Employer, in writing, of the name of each Steward and Alternate Steward appointed.

Wherever practical, the Steward shall have completed a comprehensive training program that also includes the “Canadian Model for Providing a Safe Workplace [*Canadian Model*] [as amended from time to time].

The Employer will make all reasonable effort to connect the Steward with an Employee when requested to do so and will have the Steward present for all formal disciplinary action.

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

ARTICLE E-5.00 – HOURS OF WORK, OVERTIME AND BREAKS

E-5.01 The **Clauses** of **Article E-5.00** are designed to identify the regular hours of work, shift hours, and overtime hours, and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days in any week.

E-5.02 (a) The regular work week shall consist of 40 hours per week between 8:00 a.m. Monday and 4:30 p.m. Friday. Regular daily hours shall be 8 hours per day from 8:00 a.m. to 4:30 p.m. The Employer may vary the start/quit times by changing the scheduled starting time up to 2 hours at his/her option. Variances beyond 2 hours shall only occur if mutually agreed to by the Employer and Business Manager and/or Business Agent of the Union and the consent to variance will not be unreasonably withheld.

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

E-5.03 All overtime shall be paid at the rate of time and one-half, exception listed in **Clause E-6.02(b)**.

E-5.04 Overtime Meal Provision

Employees, when asked to work extended daily hours in excess of 11 hours, shall be supplied with a hot meal [where possible] following the 10th hour, and every 4 hours thereafter until the shift is ended, at the Employer's expense. There shall be a ½ hour rest period for eating.

E-5.05 Personal time off

- (a) It is accepted that an Employee may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) An Employee must have worked the normal scheduled hours of work in the Employee's work week before overtime hours will be earned. If straight time hours are missed an Employee may seek opportunity to make those hours up in a work week if availability and site conditions allow.
- (c) Overtime premiums as specified in Segment E of this Segment of the Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. An Employee that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Employees who are absent from work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per Segment E of this Segment of the Collective Agreement premiums for all hours worked on those days.

E-5.06 Lunch period shall be ½ hour unless otherwise agreed to by the Business Manager and/or Business Agent and the Employer. There shall be 2 coffee breaks; 1 in the first ½ and 1 in the second half of each shift or shifts and, after each 2 hours of overtime.

E-5.07 If an Employee is required to return to work before an 8 hour break occurs, the Employee shall be paid time and one half the basic rate of pay. If an 8 hour break does not occur before the Employees' regular daily hours of work commence, then time and one half the basic rate of pay shall apply for that entire shift of hours.

ARTICLE E-6.00 - RECOGNIZED HOLIDAYS AND VACATIONS

E-6.01 The following shall be General Holidays under this Agreement:

New Year's Day	Alberta Family Day	Good Friday
Victoria Day	Canada Day	Heritage Day
Labour Day	Truth & Reconciliation Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

No work shall be performed on Labour Day.

- E-6.02**
- (a) Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an Employee's scheduled day off shall not affect the start date of the Employee's return to work, or the rate of pay for that day.
 - (e) Double time will be paid for work performed on Remembrance Day and Christmas Day. All other general holidays will be paid at the rate of time and one half for all hours worked.
 - (f) Pursuant to **Clause E-5.03(b)**, Employee will not be eligible to make up hours on a holiday.

E-6.03 When a general holiday occurs on a day on which Employees are scheduled to work, an Employee who opts to not work on the general holiday shall give the Employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such an Employee who is in a camp will not be required to pay for the room nor shall the any Employee be penalized for opting to not work.

E-6.04 When a general holiday occurs on a Saturday or Sunday, Employees will have the option to take the next regular workday off without penalty or loss of personal day.

E-6.05 It is agreed that in the event any other day is declared a General Holiday by a Government [Federal or Province of Alberta] which has jurisdiction to declare a General Holiday applicable to the work to which the registration certificate applies, then that day shall be recognized as a General Holiday in addition to those listed above.

ARTICLE E-7.00 - SHIFT DIFFERENTIAL

- E-7.01** A shift differential of \$2.00, over and above the basic daytime hourly rate will be paid for all shifts that have a start time outside 06:00 AM to 10:00 AM.
- E-7.02** Where possible the Employer will provide 24 hours prior notice of the commencement of shift work.

ARTICLE E-8.00 - SHOW UP

- E-8.01** When an Employee reports to work at the regular starting time and such Employee is not put to work the Employee so affected shall be entitled to a minimum of 2 hours pay at the applicable rate of pay.
- E-8.02** In order to qualify for show up time Employees must remain on the job site, unless otherwise directed by the Employer. Where the Employee(s) are directed to remain on the job site for more than 2 hours they shall be paid for such time at the applicable rate.
- E-8.03** Employee(s) affected shall be paid daily travel, transportation and subsistence as is applicable.
- E-8.04** An Employee is not entitled to show up time if the Employer notifies the Employee that no work is available at least 2 hours prior to the commencement of the normal workday.
- E-8.05** When an Employee reporting for work qualifies for show up time such time shall include the regular shift premium when applicable.

ARTICLE E-9.00 – WAGES

- E-9.01** The Union shall, by December 31st, 2023, notify the Association whether they want any portion of the May 5, 2024, wage adjustment applied to benefit plan contributions. The maximum adjustment for any classifications shall not exceed the pro-rated increase amount for Firestop Technician 1/Firestop Improver.

The Union request must not result in the Employer contributions exceeding the maximum pension contributions allowable under the Income Tax Act. Such requests will be accompanied by written confirmation from the pension plan’s actuarial consultant that they will not exceed the maximum pension contributions allowable as referenced above.

- E-9.02** **Firestop Technician** Base Rates will be the established percentage of the Firestop Mechanic base rate applicable to each classification of Technician. Those percentages will be Technician 3 - 80%, Technician 2 – 65%, Technician 1 – 50%.

E-9.03 Firestop Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	PENSION	TRAIN	GROSS WAGE
Firestop Mechanic							
07-May-23			Monthly	Monthly			\$40.49
05-Nov-23			Monthly	Monthly			\$42.31
05-May-24			Monthly	Monthly			\$43.98
Technician 3							
07-May-23			Monthly	Monthly			\$32.44
05-Nov-23			Monthly	Monthly			\$33.81
05-May-24			Monthly	Monthly			\$35.24
Technician 2							
07-May-23			Monthly	Monthly			\$26.40
05-Nov-23			Monthly	Monthly			\$27.60
05-May-24			Monthly	Monthly			\$28.68
Technician 1							
07-May-23			Monthly	Monthly			\$20.37
05-Nov-23			Monthly	Monthly			\$21.29
05-May-24			Monthly	Monthly			\$22.11

E-9.04 Firestop Pensioner Wage Schedule

CLASSIFICATION & EFFECTIVE DATE	BASE RATE	H&V	H&W	WOW	TRAIN	GROSS WAGE
Firestop Mechanic						
07-May-23			Monthly	Monthly		\$40.49
05-Nov-23			Monthly	Monthly		\$42.31
05-May-24			Monthly	Monthly		\$43.97
Technician 3						
07-May-23			Monthly	Monthly		\$32.44
05-Nov-23			Monthly	Monthly		\$33.81
05-May-24			Monthly	Monthly		\$35.24
Technician 2						
07-May-23			Monthly	Monthly		\$26.40
05-Nov-23			Monthly	Monthly		\$27.60
05-May-24			Monthly	Monthly		\$28.68
Technician 1						
07-May-23			Monthly	Monthly		\$20.37
05-Nov-23			Monthly	Monthly		\$21.23
05-May-24			Monthly	Monthly		\$22.11

E-9.06 Employees shall receive 6% of their applicable base rate for vacation pay and 4% of their applicable base rate for recognized holiday pay. Income tax on these amounts shall be shown and deducted each pay period.

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

E-9.07 Employees employed on or before the 14th of the month will have a \$270 contribution remitted as per **Clause E-14.01** on the 15th of that month providing them with Health & Welfare benefit from the 15th of that month to the 15th of the following month even if they were not employed for the entire month. Contribution Rate may be amended by the Trustees from time to time.

E-9.08 Wellness of Workers [WOW] Center benefit contributions for an Employee employed prior to the 15th of a month will be \$13 and remitted to the Union on the 15th of the following month.

E-9.09 Pension benefit contributions for an Employee will be 7% of the base rate for the first increase on May 7th, 2023, and 10% of the base rate from Nov 23, 2023 forward and remitted as per **Clause E-15.01**

E-9.10 (a) There shall be a minimum of 1 Firestop Foreman for the first 3 Firestop Employees who can supervise upwards to 15 Firestop Employees, and 1 Firestop Foreman for every 15 Employees thereafter. Firestop Foremen shall be Firestop Mechanic members of the Union and shall receive 110% of the Firestop Mechanic base rate of pay. No Firestop Foreman shall supervise more than 15 Employees at any time.

(b) Foreman shall be paid an additional \$1.00 per hour worked if that person has achieved the Industrial Construction Crew Supervisor [ICCS] designation from Alberta Skilled Trades and Apprenticeship Education.

(c) Firestop Foreman shall be paid an additional \$0.50 per hour worked if that person has achieved CLRA Better Supervision Certification [BSV] and ACSA Leadership for Safety Excellence [LSE] Certification.

E-9.11 Pay day shall be weekly or biweekly and not more than 1 week's pay may be held back unless other arrangements are made between the Employer and the Union. Payment may be by cheque or direct deposit at the option of the Employer.

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

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

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

- (b) If 1 full day's pay or less is owed, the outstanding hours will be paid on the next payday. In the event the outstanding hours are not paid on the next payday, the Employee will be paid 4 hours pay, and will be paid an additional 4 hours pay for each pay period until said outstanding hours are paid.
- (c) If the Employer determines that an error of overpayment has occurred, and the error has occurred in the last 6 months, the Employer shall promptly give notice in writing to the affected Employee of the amount of the error, how the amount of the error was calculated, and a plan to recover the overpayment through deduction or deductions through 1 or more pay periods. The Employee shall be given 3 working days to respond to the notice from the Employer. If the Employee agrees with the error, the plan shall be implemented. If there is a difference as to the error, the amount of the error, or the plan to correct the error, the Employer, the Employee, and a representative of the Union shall attempt to resolve the difference. If the difference cannot be resolved within an additional 3 working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure if the Employer is in error.

E-9.12 A complete statement of the Employee's earnings and deductions shall be shown on each pay cheque or on a separate statement if direct deposit is used. The statement shall include:

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

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

E-9.13 Employees shall receive face value for their pay cheque or direct deposit and the exchange shall be the responsibility of the Employer.

E-9.14 Except for valid reasons agreed to by the Joint Trade Board, Employees shall receive their pay prior to quitting time on payday or be paid 4 hours for each regularly scheduled working day until their cheque or direct deposit arrives.

ARTICLE E-10.00 - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

E-10.01 DAILY TRAVEL/PARKING

The following conditions will apply on jobs within daily travel distance of the nearest Geodetic Monument, [the center of the cities in which the Unions are centered, the location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower] or any location with a hiring hall, and on jobs from which Employees travel daily from temporary accommodation provided or paid for by the Employer.

- (a)
 - (i) A 70 kilometer radius free zone from the Geodetic Monument, or around any place in which Employees are temporarily domiciled by the Employer, shall be established.
 - (ii) No transportation or travel allowance shall be applicable within the free zone [subject to **Clause E-10.01(a)(iii) and E-10.01(b)**].
- (b) For projects beyond the 70 kilometer free zone for which daily travel is required, the Employer will have the following options:
 - (i) to provide transportation and pay travel allowance, or
 - (ii) reimburse the Employees, as a vehicle allowance, at the current rate listed on www.clra.org per kilometer traveled each way between the edge of the free zone and the project job site daily and pay travel allowance.
- (c) The Coordinating Committee and the Building Trades of Alberta [the “Council”] shall examine, during January of each year of the Segment of the Collective Agreement, the information published by Department of Finance Canada respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information normally establishes a maximum rate for the first 5,000 kilometers, and a lower rate for additional kilometers. The Coordinating Committee and the Council shall determine a rate that is midway between those 2 rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council.
 - (i) The travel allowance shall be calculated based on traveling at 80 kilometers per hour, at the Employee’s applicable base rate, from the point where the edge of the 70 kilometer radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.
 - (ii) Where the Employer provides the transportation the travel allowance would be paid but the vehicle allowance would not be payable.
- (d) where the Employer is required to supply transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults.

- (e) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid any transportation allowance for that day.
- (f) When the transportation provided by the Employer for the conveyance of Employees is delayed by circumstances that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of 15 minutes beyond the scheduled departure time, up to a limit of 2 hours at the applicable straight time rate.
- (g) If an Employee is required by the Employer to move from 1 job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate listed at www.clra.org, per kilometer traveled if the Employee uses his/her own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (h) Employees required to travel out of a city or town to another job after working a shift, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.
- (i) When an Employee is being paid subsistence allowance in accordance with **Clause E-10.03 (a) or (b)**, and when there is no accommodation available within 70 kilometers of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometers beyond a 70 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 70 kilometer radius of the project becomes available, the payment of the travel allowance will cease.
- (j)
 - (i) Parking expense shall be reimbursed when free parking is not available within 3 blocks of the job site prior to start of shift, providing the Employee presents an original parking receipt to the Employer. The Employer may designate the parking area.
 - (ii) When Employer transportation is provided and an Employee at their choice drives their own vehicle, reimbursement of parking cost is not required.

E-10.02 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES

- (a) Employees directed or dispatched to work sites located beyond a radius where daily travel allowance under **Clause E-10.01(b)** would apply shall be paid travel allowance for initial travel and transportation to the project and return subject to the

conditions in (b) below, based upon a radius from the nearest Geodetic Monument, as applicable, current rates listed on www.clra.org.

- (b) Notwithstanding the provisions of **Clause E-10.02(a)** above, when transportation is provided by the Employer, no travel allowance will be paid.
- (i) When transportation is provided by the Employer by way of air, bus, or other acceptable surface transportation, prior to the commencement and following the conclusion of a work cycle [being scheduled days of work for which there is no more than a 1 day of rest scheduled within consecutive scheduled days] an Employee, at the time of dispatch, will be allowed to elect to use the Employer supplied transportation or to receive Segment of the Collective Agreement initial/return allowances.
 - (ii) An Employee who has elected Segment of the Collective Agreement initial/return allowances will no longer be paid any such payments not yet received if transportation is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.
 - (iii) An Employee who has elected Segment of the Collective Agreement initial/return allowances and who is found using Employer supplied transportation will become disentitled to further Segment of the Collective Agreement initial/return allowances, as one consequence.
 - (iv) If an Employee who elects Segment of the Collective Agreement initial/return allowances uses Employer supplied transportation for his/her initial trip that Employee will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - (v) Regulations shall be established for the use of Employer supplied transportation governing behavior and the use of, e.g., alcohol, tobacco and other substances.
 - (vi) Notwithstanding the foregoing, an Employee who has elected to use Employer supplied transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a 1 way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation to or from the site to the nearest commercial bus terminal, or equivalent taxi fare.

E-10.03 ACCOMMODATION, ROOM & BOARD

- (a) Applicable within a 475 kilometer radius of the nearest Geodetic Monument [but excluding National Parks]

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

- (i) mutually agreed room and board; or
- (ii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day. Exceptions are listed on the Construction

Labour Relations website at www.clra.org under the Resources/Subsistence Rates tab. Rates and locations are subject to possible update during the term of this Segment of the Collective Agreement by the Subsistence Review Committee.

- (b) (i) On a project located over 250 kilometer radius from the center of the nearest Geodetic Monument, 1 additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to the Employer for each occasion the accommodation is used. Where the Employer or the client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.
 - (ii) Board and room will be supplied, or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled workday other than a Monday or Friday [Thursday where a compressed work week schedule is in effect] provided the Employee reports for work on the workday immediately preceding and following the Statutory Holiday.
- (c) Applicable beyond a 475 kilometer radius of the center of the nearest Geodetic Monument [excluding National Parks and Northwest Territories]

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

- (a) mutually agreed room and board; or
 - (b) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day.
 - (c) Employees failing to report for work on the workday immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.
- (d) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to **Clause E-10.03(a)(ii) or E-10.03(c)(ii)** above, the difference shall be referred to the Insulator Joint Trade Board, with a representative of the Employer in attendance, which shall make a binding decision within 3 days from the date of referral. If agreement cannot be reached a single Industry Expert will be used to make the determination in writing within 24 hours.

- (e) (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
 - (A) Provide suitable room and board; or
 - (B) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - (C) 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 be referred to the Insulator Joint Trade Board which shall make a binding decision within 3 days from the date of referral. If agreement cannot be reached a single Industry Expert will be used to make the determination in writing within 24 hours.
- (f) Applicable to all Regions
 - (i) Employees unable to work due to legitimate illness, material shortage, job site conditions, or inclement weather and for whom it is not practical to return to their respective primary Alberta residence shall receive their board and room or daily allowance for those workdays they were scheduled to work during the period such circumstances continue where an Employee does not leave his/her temporary accommodation up to a maximum of 3 days.
 - (ii) If an Employee who is being provided with subsistence allowance chooses to leave a jobsite prior to the normal quitting time without receiving consent from the Employer, the Employee will receive a prorated amount of subsistence based upon the number of hours the Employee worked in the workday, compared to the regularly scheduled hours of work for the day.
 - (iii) If the Employee leaves prior to the normal quitting time with the consent of the Employer, they will receive the normal daily subsistence allowance for that day.

ARTICLE E-11.00 - DISMISSAL AND LAYOFF

E-11.01 When an Employee is laid off, 1 hours' paid notice shall be given by the Employer to allow for pack-up of personal tools and belongings from the project. Employers are encouraged to provide additional paid notice for projects falling outside of daily travel limits when possible.

The Employee has a responsibility to notify the Employer forthwith if the Employee is quitting employment prior to leaving the job site or at the latest prior to the next scheduled workday.

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

E-11.03 When an Employee is laid off, the Employee shall receive forthwith, in full, his/her wages, holiday pay and vacation pay, if possible. Final pay shall be given to the Employee or available at the Employer's office, if requested by the Employee, or post-marked within 24 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:

- (a) is sent by mail and is not postmarked by the second day after the day on which the Employee was laid off, the Employee shall receive 4 hours pay for each day after the day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or
- (b) is not delivered by hand, or picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 24 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

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

E-11.04 When an Employee quits or is terminated, final pay shall be given to the Employee or post-marked within 48 hours of termination, excluding Saturday, Sunday and observed holidays. In the event the final pay:

- (a) is sent by mail and is not postmarked by the second day after the day on which the Employee quit or was terminated, the Employee shall receive 4 hours pay for each day after the day after the second day following the lay off to the date of the postmark [excluding Saturdays, Sundays, or observed holidays], or
- (b) is not delivered by hand, picked up at the office, or couriered to the Employee within 48 hours of the time of the layoff, the Employee shall receive 4 hours per working day, measured from the normal start of the working day, from a time 48 hours after the time of the layoff, until the hour the Employee receives his/her pay [excluding Saturdays, Sundays, or observed holidays].

E-11.05 Termination slips shall be forwarded by all Employers to the Union office forthwith for all Employees who are laid off, quit, or discharged.

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

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

ARTICLE E-12.00 - HIRING PROCEDURE

- E-12.01** The Parties agree that they will not enact or enforce any By-law, local rule(s) or constitutional provision within their respective organizations that has the effect of contravening any provision of Segment E of this Collective Agreement.
- E-12.02** The Union agrees to provide the list of available unemployed members to any Employer on request of the Employer(s).
- E-12.03**
- (a) The Employers may transfer Employees from other work being performed by the same Employer within the area jurisdiction of the Union without restriction, except that those Employees who have been hired by name for work under Segment E may only be transferred to work under Segment A with the agreement of the Union.
 - (b) When 1 or more Employees have been transferred to or from work under Segment A, the Employer shall notify the Union in writing, by email or otherwise, of the job site to which the Employee or Employees have been transferred.
 - (c) The Employer may transfer Employees from projects not covered by this Segment of the Collective Agreement to projects covered by this Segment of the Collective Agreement only with the mutual agreement of the Union.
- E-12.04**
- (a) The Employer agrees to employ the Members of the Union for Segment E work coming within the jurisdiction of the Union in accordance with the following procedure:
 - (i) The Employer has the option to name hire Firestop Mechanic and Firestop Technicians without restriction from the list of available unemployed members maintained at the Union office.
 - (b) The Union shall issue a referral slip forthwith upon referring each worker to an Employer. Such slips may be issued electronically.
- E-12.05** The Employers agree to hire members of the Union for all firestop work requiring their services. If, after 24 hours, excluding Saturdays, Sundays and Statutory Holidays, the Union is unable to supply qualified Mechanic or Firestop Technicians acceptable to the Employer then the Employer has the privilege of hiring other personnel. These Employees shall receive clearance through the Union Offices and shall become members prior to their 15th day of work and must remain members in good standing as a condition of continued employment.

ARTICLE E-13.00 - TOOLS, EQUIPMENT, ETC.

E-13.01 Employees are to supply tools as per the Tool List. The Employer shall verify such tools upon employment during regular working hours in the presence of the Employee, the Employee shall be provided with a copy of the verified list. The Employee's personal tools shall be in good condition when the Employee hires on to a job and they shall be maintained and kept in good condition for the duration of employment.

Minimum for all Employees

- 1 – Tool Pouch/Belt
- 1 – Putty Knife
- 1 – Utility Knife
- 2 – Tape Measures (min 10')

E-14.02 The Employer shall replace Employees personal tools listed in **Clause E-14.01** when:

- (a) Such tools are destroyed by fire on the Employer's premises or in a storage place designated by the Employer.
- (b) Such tools are lost through theft from a designated storage place.
- (c) Tool/tools are not returned to the Employee by the Employer when employment is concluded or lost in transportation, as stated in **Clause E-14.05**.
- (d) In the course of an Employee's work assignment such tools are damaged beyond proper function, provided the damage was not intentional or caused by the Employee's failure to exercise care and attention. Normal wear shall not constitute damage.
- (e) All tools will be like make and style or financially compensated at the current retail replacement cost.

E-14.04

- (a) The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing. Adequate protection and storage shall mean:
 - (i) Steel gang/storage box or standup shelves secured by a unique lock or something similar but appropriate to the site.
 - (ii) It will be the responsibility of the Foreman or their designate to ensure the gang box is locked during break and at the end of each workday.
 - (iii) Employers will not be responsible for unattended tools.
 - (iv) Wood gang boxes should only be used for immediate short term need.
- (b) The Employer agrees to accept responsibility for normal wear and tear on return of broken or worn tools.

- (c) Employees shall keep tools, safety equipment or protective clothing in good condition at all times. Employees willfully misusing or damaging or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

E-14.05 Where the Employer is responsible for the transportation of the Employees tools [i.e. Fly in/Fly out] and the Employee is subject to a layoff, termination or quits, the Employees tools shall be returned to the Employee within 3 business days excluding holidays.

ARTICLE E-14.00 - HEALTH AND WELFARE FUND

- E-14.01**
- (a) Employers bound by this Segment of the Collective Agreement shall pay the amount indicated in **Clause E-9.06** for Employees engaged in Segment E work into a jointly administered Health and Welfare Fund. Contributions shall be remitted not later than the 15th of the following month to the Asbestos Workers Insurance Benefit Trust Fund, 9335 – 47 Street, Edmonton, Alberta T6B 2R7.
 - (b) Employers bound by this Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers’ Insurance Benefit Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Collective Agreement.
 - (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer’s employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Collective Agreement [the “Agreed Amount”] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable

- and appropriate to require the Employer to pay those costs and expenses;
and
- (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.
- (d) Where an Employee performs work that would require the Employer to contribute to the Trust Funds set out in this Agreement, at such a contribution as may from time to time be applicable in this Segment of the Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE E-15.00 – PENSION TRUST FUND

- E-15.01** (a) Subject to **Clause E-15.01(a)(ii)**, Employers bound by this Segment of the Agreement shall pay the amount indicated in **Clause E-9.08** for Employees engaged in the Segment E work into a Pension Trust Fund solely trusted and administered by the Union.
- (i) Contributions shall be remitted to the Asbestos Workers' Pension Plan of Alberta, 9335 - 47th Street, Edmonton, Alberta, T6B 2R7, not later than the 15th of the following month.
 - (ii) Notwithstanding **Clauses E-15.01(a) and (a)(i)** above, if an Employee is engaged in employment for which the Employer's contributions are to be made to the Plan, and the Employee is both 60 years of age or older and is receiving a pension from the Asbestos Workers' Pension Plan of Alberta, the Employee may make an application to the Administrator of the Asbestos Workers' Pension Plan of Alberta, for the future pension contributions that would otherwise be payable by the Employer to the Asbestos Workers' Pension Plan of Alberta, to be paid in accordance with the appropriate wage schedule herein.

- (iii) Upon the approval of the Administrator of the Employee's application for payment of the pension contribution as wages to the Employee, and notification to the Employer of such approval, the Employer shall be relieved of any obligation under the Segment of the Collective Agreement and Plan to remit future pension contributions to the Asbestos Workers' Pension Plan of Alberta for that approved Employee.
- (b) Employers bound by this Segment of the Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which has established the Asbestos Workers' Pension Plan of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required under this Segment of this Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Segment of the Collective Agreement.
- (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:

 - (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses;

provided that in no event shall an Employer be obligated to pay to the Trustees of this Trust Fund on account of the costs and expenses of the inspection or audit of the Employer's employment records or payroll and wage records an amount in excess of that which the Employer is required to pay on account of the audit or

inspection made under the authority of the Trustees of the Pension Trust Fund as allowed by **Clause E-15.01(b)** of this Segment of the Collective Agreement. The Trustees may waive the payment of all or any part of such costs or expenses.

- (d) Where an Employee performs work that would require the Employer to contribute to the Trust Funds set out in this Segment of the Agreement, at such a contribution rate as may from time to time be applicable in this Segment of the Segment of the Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his/her own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE E-16.00 - INSULATORS' TRAINING TRUST FUND OF ALBERTA

- E-16.01**
- (a) Employers bound by this Segment of the Agreement shall pay the amount indicated in Segment E Wage Schedule for all hours worked by Employees engaged in the insulation trade into a jointly trustee and administered Training Trust Fund. Contributions shall be forwarded, along with union dues remittances, to the Secretary Treasurer of the Insulators and Allied Workers Local #110, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month, such moneys to be held in trust by the Secretary Treasurer until forwarded in turn to the Fund in accordance with arrangements made between the Secretary Treasurer and the Trustees of the Fund.
 - (b) Employers bound by this Segment of the Segment of the Collective Agreement shall also be bound by the Trust Agreement, and any amendments to the Trust Agreement, which establish the Insulators' Training Trust Fund of Alberta. The Employers shall not, however, be bound to any amendment to the Trust Agreement which has the effect of making the Employers, or any individual Employer, liable to the Trust Fund for an amount greater than the contributions which the Employer is required by this Segment of the Segment of the Collective Agreement to remit to the Fund, together with any reasonable liquidated damages, legal fees and disbursements which the Employer may be required to pay by reason of the Employer not remitting such contributions to the Trust Fund as are required by this Segment of the Segment of the Collective Agreement.

- (c) An Employer may also be required to pay to the Trust Fund the cost and expense of the Trust Fund for inspecting and auditing an Employer's employment records or payroll and wage records arranged or made under the authority of the Trust Agreement provided that:
- (i) the Employer has contributed for the period covered by such inspections or audit less than the amount which such Employer should have contributed under this Segment of the Segment of the Collective Agreement [the "Agreed Amount"] by an amount equaling or exceeding 5% of the Agreed Amount;
 - (ii) the cost and expense incurred by the Trust Fund are reasonable and are attributable solely to the audit or inspection;
 - (iii) respecting circumstances in which there is a difference between the Employer and the Union and/or the Trustees of the Trust Fund and/or others as to whether certain work is affected by Registration Certificate No. 9 and this Segment of the Segment of the Collective Agreement, the Association Negotiating Committee concurs with the Trustees of the Trust Fund that it is reasonable and appropriate to require the Employer to pay those costs and expenses; and
 - (iv) the Trustees of the Trust Fund have considered all of the circumstances under which the Employer has failed to pay the Agreed Amount by an amount equaling or exceeding 5% of the Agreed Amount, and the Trustees after considering all of the circumstances are satisfied that it is reasonable and appropriate to require the Employer to pay those costs and expenses. The Trustees may waive the payment of all or any part of such costs or expenses.
- (d) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Segment of the Agreement, at such an hourly contribution rate as may from time to time be applicable in this Segment of the Segment of the Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from the Employers own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE E-17.00 - UNION DUES, EMPLOYERS' DUES, AND PITT FUND

E-17.01 UNION DUES DEDUCTION

Upon written request from the Employees, the Employer agrees to deduct from each bi-weekly pay period, basic Union dues plus supplementary union dues, and forward same to the Secretary Treasurer of the Union, 9335 – 47 Street, Edmonton, Alberta T6B 2R7 by the 15th day of the following month. Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of union dues to be deducted from each Employee.

The Employer, upon written notification [copy to Employee] by the Union, will deduct additional dues in an amount specified by the Union for any Employee that is in arrears with the Union. Such additional dues shall be remitted to the Union by the 15th day in the month following the notification being received. In the case of Union members such notification to the Employer will only occur after the Member has become 8 weeks in arrears and has not paid within 30 days of notice or after 30 days' notice of a lesser amount at the end of a calendar year.

E-17.02 ALBERTA BUILDING TRADES COUNCIL CHECK-OFF

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

E-17.03 PROMOTION OF THE INSULATION TRADE TRUST [“PITT”]

- (a) The Employer shall deduct \$0.50 per hour worked as a check-off to be forwarded to the Union for PITT. Such deduction shall be paid for every Employee covered by the terms of and operation of this Collective Agreement. The moneys so deducted shall be remitted by the 15th of the following month.
- (b) Upon written request from the Secretary Treasurer of the Union the Employer further agrees to alter the method of deductions and/or the amount of PITT check-off to be deducted from each Employee.

E-17.04 CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION DUES AND SERVICE FEES

- (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this

Segment of the Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.

- (b) The rate of dues levied by the Association shall be as of the effective date of this Segment of the Collective Agreement for every hour worked by Employees of the Employer that are affected by construction Registration Certificate No. 9 and by this Segment of the 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.
- (c) 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 Segment of the 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 Segment of the 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.
- (d) 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 initiatives of Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Case Managed Aftercare Program, and the Audiometric Program. These amounts may be applicable to specific work carried out under this Segment of the Collective Agreement, as stipulated in the notices to the Employer.
- (e) All cost relating to the administration of the initiatives referred to above shall be borne under third party service provider contracts with the Association.

ARTICLE E-18.00 - WORKPLACE HEALTH AND SAFETY

E-18.01 The Employer shall ensure, as far as it is practicable to do so, the health and safety at work of his/her Employees. Every Employee shall cooperate in the achievement thereof.

E-18.02 It is understood and agreed that the parties to this Agreement shall always comply with the regulations of the Occupational Health and Safety Act. No Employee will be discharged or disciplined when insisting on safe working conditions as set out in the regulations. Any refusal by an Employee to abide by the regulations, after being duly warned, will be sufficient cause for dismissal.

- E-18.03** Upon written request from the Union, the Employer shall endeavor to provide information on firestop products to the extent such information is available from manufacturers and/or suppliers.
- E-18.04** The Health and Safety Representative employed by the Union may have access to all job sites covered by this Agreement provided the consent of the Owner or the Owner's representative is obtained and the Employer or the Employer's representative is notified. The Health and Safety Representative may conduct an inspection of the job site, as deemed necessary, provided the work of any Employee is not interfered with. The Health & Safety Representative shall make any recommendations to the Employer deemed necessary to improve the health and safety conditions on the job site.
- E-18.05** The Employer shall supply all necessary safety equipment including approved respirators and/or face masks at no cost to the Employee. Respirators and/or face masks shall be stored in a convenient, clean, and sanitary location on the job site. Respirators and/or face masks shall be selected based on hazards to which the Employee is exposed. They shall be selected from the latest listing of N.I.O.S.H. The Employer further agrees to provide all protective clothing or equipment according to the Occupational Health and Safety Act at no cost to the Employee. The Employer shall have a first aid kit on all projects. The Employees must always preserve the safety equipment they use and not abuse or willfully destroy the equipment supplied by the Employer.
- E-18.06** Upon dispatch, Employees who has less than 30 days from expiry on their biyearly Pulmonary Function Test [PFT] will attend the Wellness of Workers [WOW] Centre or an approved respiratory health center that will conduct such examinations. Employees are encouraged to utilize the WOW Centre in Sherwood Park or Fort McMurray to have the examination completed. If the examination is completed at another health center, they will forward documentation of the PFT to the Asbestos Workers Benefit Trust.
- PFT expiry dates will be provided to the Employer by the Union through the dispatch process. Any fees payable will be paid for by the Employer.
- E-18.07**
- (a) The Training Trust Fund will provide and fund the following compulsory, or requested due to scope or site requirements, safety training for all Employees:
 - (i) Compulsory: CSTS, Fall Arrest
 - (ii) Upon request due to scope or site requirements: Aerial Work Platform and Confined Space.
 - (b) Employees dispatched through the Union will be in possession of valid certification in the above noted training at time of dispatch.
 - (c) Employees, whose certifications in the above noted training expire within 60 calendar days of dispatch, will have the responsibility of renewing these certifications on their off-duty time at no cost to the Employer. Failure to renew the above noted safety certificates prior to their expiry date may be cause for

suspension or termination of employment. Any fees charged for renewing such certificates shall be the responsibility of the Employee.

- (d) The Employer shall be responsible to re-certify any of the above noted expired safety certificates, or safety certificates needing renewal due to course content changes, for any Employee who has been in their employ for more than 60 calendar days.
- (e) A per diem of \$200 per day or a portion thereof will be paid to an Employee by the Employer for any time spent for certification or re-certification of First Aid, Fall Arrest, Aerial Work Platform, Confined Space, H2S Alive and H2S Awareness.

E-18.08 Safety related courses or certifications not referred to above that are required by an Employer will be paid for by the Employer and the time spent in such training courses will be paid for at regular straight time rates.

E-18.09 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, Employees shall 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, Employees 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. The Union operates a training database, Employers shall disclose any safety training certifications provided to Employees while at work to the Union so that it may be entered into the database.

E-18.10 Employers shall not make unreasonable requests for safety training which negatively impact the Training Trust Fund or the Employee's obligation to get safety training on their own time. Disputes regarding safety training requests will be resolved under **Article 2** of the Collective Agreement.

E-18.11 Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

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

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

ARTICLE E-19.00 – ALCOHOL AND DRUG POLICY

E-19.01 Concurrence

Except for the matters set out in **Clauses E-19.02 and E-19.03** below, the Canadian Model for Providing a Safe Workplace [*Canadian Model*], will be implemented by agreement under this Collective Agreement for the purposes set out in section 2.0 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

E-19.02 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 Employee 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.

E-19.03 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 an Employee 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.

E-19.04 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*.

E-19.05 Risk Assessment

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

E-19.06 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.

E-19.07 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 (10) and/or A-2 Oral Fluid (11) of Appendix A of the *Canadian Model*.

ARTICLE E-20.00 - COMPETITIVE INITIATIVES

E-20.01 Where some provisions of the Collective Agreement may be found to not be competitive when non-union or alternative union companies are known to be bidding on the same project, the terms and conditions in this Agreement, for that project or specific geographical area, may be modified by the mutual consent of the Business Manager of the Union and the Association. When exclusively Association contractors are bidding on the project, Competitive Initiative [CI] terms will not be requested or provided.

E-20.02 The Parties undertake to follow a consistent and timely process on requests to amend the terms or conditions of the Collective Agreement for bidding purposes for a particular project or specific geographical area.

The CI process will be as follows:

- (a) CI requests will be initiated by a contractor(s) and submitted to the Association.
- (b) The Association will, within 1 business day, notify the contractors of the Association of the request to determine which contractor(s) are bidding the work and confirm amended terms and conditions are uniformly required. Contractors will have 1 business day to respond to this confirmation.
- (c) Two business days after the request is received by the Association, the Association will submit a CI request to the Local Union Business Manager or Union Designate.
- (d) Requests will be made by email attaching the COMPETITIVE INITIATIVE REQUEST FORM, including such relevant information as the client's name, project name, location, hours by trade, scope of the work, etc., and the amended terms and conditions of the request.
- (e) The Association will endeavor to provide this request as far in advance of the bid due date as possible.
- (f) CI requests will be restricted to provide equitable terms and conditions to non-union or alternative union terms. Every option will be examined before wage rates are considered.

E-20.03 The Business Manager or Union Designate shall respond as soon as possible to the request.

- (a) Where clarification is needed or questions arise on the request, the Business Manager will contact the Association;

- (b) The Parties affirm that agreement by email correspondence shall be legally satisfactory for the purpose of this process.

E-20.04 All Association contractors can utilize the agreed to CI terms when bidding on the same project. The Association will send a communication to the contractors advising that if they are bidding on a Project, they may contact the Association or Union office to inquire about the amended terms and conditions.

ARTICLE E-21.00 - PRODUCTIVITY

E-21.01 There shall be no limit on the production by Employees or restriction on the full use of machinery, appliances, or tools used in connection with the application of materials.

SIGNED this 7th day of May 2023 in the Province of Alberta.

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

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

Original Signature on File

**Joe McFadyen
President**

Original Signature on File

**Kevin Lecht
Business Manager**