

**REFRIGERATION
MAINTENANCE
SERVICE-REPAIR**

COLLECTIVE AGREEMENT

between

**Construction Labour Relations - An Alberta Association
as Agent for and on behalf of:**

**Carmichael Engineering Ltd.
Cimco Refrigeration, Division of Toromont Industries
Coral Engineering Ltd.
Gateway Mechanical Services Inc.
Gateway Refrigeration (Calgary) Ltd.
Integra Mechanical Services Ltd.
National Refrigeration Heating (Alberta) Ltd.
Pace Industrial Inc.
T & P Mechanical Services Ltd.**

together with

such other employers for whom the above noted Association may subsequently establish the right to bargain collectively in this bargaining unit and any other employer who may execute an acceptance of the terms and conditions of this Agreement.

and

**United Association of Journeymen and Apprentices of
The Plumbing and Pipefitting Industry of
The United States and Canada
Local Union 488**

September 9, 2007 to April 30, 2011

Published October 3, 2007

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From September 9, 2007 to April 30, 2011

COLLECTIVE AGREEMENT

Clause 1 This Agreement becomes effective the 9th day of September, 2007,
by and between:

Construction Labour Relations, An Alberta Association

as Agent for and on behalf of:

**Carmichael Engineering Ltd.
Cimco Refrigeration, Division of Toromont Industries
Coral Engineering Ltd.
Gateway Mechanical Services Inc.
Gateway Refrigeration (Calgary) Ltd.
Integra Mechanical Services Ltd.
National Refrigeration Heating (Alberta) Ltd.
Pace Industrial Inc.
T & P Mechanical Services Ltd.**

together with

such other employers for whom the above noted Association may subsequently establish the right to bargain collectively in this bargaining unit and any other employer who may execute an acceptance of the terms and conditions of this Agreement;

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

Party of the First Part

and

**Local Union 488 of the United Association of Journeyman and Apprentices of The
Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, CLC**

(hereinafter referred to as the "Union")

Party of the Second Part

- Clause 2** Whereas, the Employer is a contractor engaged in the refrigeration, air-conditioning and building maintenance industry and in the performance of such work requires the services of competent and qualified journeymen, apprentices and maintenance mechanics, and,
- Clause 3** Whereas, the Union is affiliated with the American Federation of Labour - Congress of the Industrial Organizations, and the Canadian Federation of Labour, and has in its membership, competent, skilled and qualified journeymen, apprentices and maintenance mechanics to perform all work coming within the trade and craft jurisdiction and,
- Clause 4** Whereas, the Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for foremen, journeymen, apprentices and maintenance mechanics of the refrigeration, air-conditioning and building maintenance industry who are employed in said industry on all work **EXCLUDING CONSTRUCTION** in the area jurisdiction specified in Article 1 below and said Employer and further to encourage closer cooperation and understanding between the Employer and the Union in the refrigeration, air-conditioning and building maintenance industry to an end that a satisfactory, continuous and harmonious labour relationship will exist between the parties to this Agreement.
- Clause 5** NOW THEREFORE, the Undersigned Parties to this Agreement in consideration of the premises and covenants herein contained mutually agree as follows:

ARTICLE ONE - RECOGNITION

- 1.01** The Employer recognizes the Union as the sole and exclusive bargaining representative for all journeymen, apprentices and maintenance mechanics in the employ of the Employer on work within the boundaries of the area jurisdiction of the Union in the province of Alberta and such other territories that are awarded to Local Union 488 by the United Association with respect to wages, hours and other terms and conditions, on any and all work described in Article 3 of this Agreement. The jurisdictional area shall be defined as the Province of Alberta and the MacKenzie District of the Northwest Territories.
- 1.02** The Union agrees to work only for and supply personnel only to Employers who are bound by and to the terms and conditions as set out in this Agreement.
- 1.03** Employees, as defined in this Agreement, shall include all Refrigeration Mechanic Foremen, Refrigeration Mechanic Journeymen, Refrigeration Mechanic Apprentices and Maintenance Mechanics as set out in this Agreement.

ARTICLE TWO - SUB-CONTRACTORS

- 2.01** In order to secure work for Employees working for the Employer under this Agreement, and in order to protect wages and working conditions of such Employees, the Employer shall make every reasonable effort to perform work with Employees covered by this Agreement. However, in the case of spontaneous equipment failure occurring outside a 150 kilometre radius of the Employer's shop, a local contractor may be employed to rectify the emergency. Provided however those repairs do not require more than one (1) sixteen (16) hour period of on site labour to rectify the emergency. If more than sixteen (16) hours on site labour is required, the Employer shall ensure that his own employees complete the task. Where this is not practical the Employer must obtain permission from the Union prior to subcontracting such work.
- 2.02** Any other work in the control of the Employer signatory to this Agreement that falls within the jurisdiction of the United Association, but not in the scope as outlined in this Agreement, shall be done in accordance with the prevailing **UNITED ASSOCIATION** Agreements.
- 2.03** The Union and the Employer understand the customer may, at his discretion, choose to perform or directly subcontract for any part or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer has contracted to perform.

ARTICLE THREE - TRADE OR WORK JURISDICTION

- 3.01** This Agreement covers the rate of pay, rules and working conditions on all work **EXCLUDING CONSTRUCTION** in the refrigeration, air-conditioning and building maintenance industry for all refrigeration mechanic foremen,

refrigeration mechanic journeymen, refrigeration mechanic apprentices and building maintenance mechanics on a regular and/or on an emergency call basis as required and any other work awarded to the United Association through jurisdictional ruling(s) as laid down by the Building Trades Department of the A.F.L./C.I.O, C.L.C..

- 3.02** (a) In recognition of the above work jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the Jurisdictional Assignment Plan of the Alberta Construction Industry.
- (b) It is recognized by the parties to this collective agreement that those articles of the Memorandum Of Understanding establishing the Plan, and those procedural rules of the Plan (including the Letters Of Understanding thereto), between the Coordinating Committee Of Registered Employers Organizations and the Alberta & N.W.T. (District Of MacKenzie) Building And Construction Trades Council shall govern the operation of the Jurisdictional Assignment Plan of the Alberta Construction Industry.
- 3.03** There shall be no work stoppage because of jurisdictional disputes.
- 3.04** Jurisdictional Disputes which arise shall not be processed through the Grievance Procedure, but shall be settled in accordance with Article 3.02.

ARTICLE FOUR - SCOPE OF AGREEMENT

- 4.01** All wages, rules and working conditions hereunder shall be effective on all work described in Article 3 of this Agreement when performed by the Employer within the area jurisdiction of the Union described in Article 1 of this Agreement.

ARTICLE FIVE - UNION SECURITY

- 5.01** Only members of Local Union 488 in good standing shall be employed to undertake work defined under the terms of this Agreement. All Employees in the bargaining unit at the date of signing this Agreement and all Employees engaged thereafter shall, as a condition of employment, apply to become members of the Union within thirty (30) days and maintain membership in good standing with Local Union 488.
- 5.02** It is understood and agreed that as a condition of employment all Employees covered by this Agreement shall be required to pay the Union, monthly, an amount equal to full membership dues in each respective classification, and said Employee shall sign an authorization form allowing the Employer to deduct said amount at time of hiring. The Employer further agrees to deduct same from the Employee's pay cheque each month and to forward such monies on or before the

fifteenth (15th) day of the following month for which such deduction was made to the Union.

5.03 The Employer further agrees to deduct all back dues and/or initiation fees as evidenced by a signed authorization from an Employee covered by this Agreement and to forward such monies to the Union as provided for in Clause 5.02.

5.04 The Employer shall deduct five (5) cents per hour worked from the wages of the employee as a check-off to defray the Union's costs to the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council. Such deduction shall be paid for each and every employee covered by the terms and conditions of this Collective Agreement. The monies so deducted shall be remitted in the same manner as Union Dues are remitted under this Collective Agreement, and within the same time frames. All such hourly remittances received from the Employer shall be deemed to be held in Trust by the Union.

5.05 As a Refrigeration Organizing Check-Off, ten (10) cents per hour worked will be deducted from the wages of the employee and remitted to the union as a supplement to union dues.

Union Representative Shop and Job Visit

5.06 Authorized Representatives of the Union shall have access to jobs where Employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employees or cause them to neglect their work, and further provided such Union Representative complies with the customer's safety and security regulations. The Union Representative shall, before proceeding about his business, notify the Employer of his intended visit.

Union Shop Steward

5.07 Where in the opinion of Local Union 488 a Shop Steward is deemed necessary, the Steward shall be a working journeyman employed by the employer for at least one continuous year as a journeyman and shall be appointed by the Business Manager of the Union, who shall in addition to his work as a Journeyman be permitted to perform, during working hours, such of his union duties as cannot be performed at other times, including those duties assigned to him by the Union.

In circumstances where the bargaining relationship between the Employer and Local Union 488 is less than one year in duration, then the requirement that the Steward be employed with the Employer for at least one year shall be waived.

It is further understood and agreed that the Stewards duties do not include matters relating to referral, hiring or termination, but do include seeing that the provisions of the Agreement are complied with. The Shop Steward shall not be discriminated against for performance of any lawful union activities.

5.08 Local Union 488 shall notify the Employer by letter, of the name of the Shop Steward, or of any replacement of same. In the event that the Shop Steward's

employment with the Employer is terminated, the Employer agrees to notify the Union, by letter, within three (3) working days of the reason for such termination.

- 5.09** Providing he/she is qualified to perform the job required, the Shop Steward shall be one of the last three (3) employees remaining should there be a reduction in the number of employees within the scope of this agreement.

ARTICLE SIX - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 6.01** Subject only to the express terms of the Agreement the Union recognizes the right of the Employer to operate and manage his business in accordance with his commitments and responsibilities.
- 6.02** Non-bargaining unit management Employees of the Employer or the Employer's vendors or contractors may be involved in any job for the purpose of instruction and training.
- 6.03** The Employer retains the sole and exclusive control over all matters concerning the operations, management and administration of its business. Those rights shall include but are not limited to the following, subject to the terms of this Agreement.
- (a) The location of Company workshops and warehouses.
 - (b) Designation of work to be done and responsibilities of each Employee.
 - (c) Scheduling of work.
 - (d) Methods and means by which the work is to be accomplished within the provisions of all Safety Regulations.
 - (e) The right to decide on the number of Employees needed by the Company at any time.
 - (f) The control of all operations and buildings, machinery and tools owned or rented by the company.
- 6.04** The direction of the Employees, including the right to hire, promote, transfer, suspend or discharge for just cause and the right to relieve Employees from duty because of lack of work or other legitimate reason is vested exclusively with the Employer subject to this Agreement.
- 6.05** The Employer has the right to discipline any Employee, who without good reason, fails to advise the Employer that he is going to be absent from work.

ARTICLE SEVEN - HIRING AND TERMINATION PROCEDURES

- 7.01** On all work covered by this Agreement the Employer has the freedom to name hire and/or to select from the list of available unemployed members or transfer Employees from other work being performed for the same Employer within the jurisdiction of the Union.
- 7.02** Except as provided for in Clause 7.06, the Employer agrees not to engage any person until clearance is given by the Union office or a dispatch slip from the Union office is presented.
- 7.03** In the hiring of Apprentices, the Employer shall give preference to those duly indentured apprentices that are registered as unemployed at the Union office.
- 7.04** The Employer and the Union agree that there will be no discrimination against any Employee for reasons of age, sex, race, colour or creed.
- 7.05** The Union agrees to furnish competent workmen to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of such applicants and shall have the right to reject any applicant or to discharge any Employee for just and sufficient cause. The Employer shall not discriminate against any Employee by reason of his membership in the Union or his participation in its lawful activities.
- 7.06** Where the Employer has requested the Union office to furnish personnel to perform work within the scope of this Agreement, and the required number of personnel are not furnished:
- (a)** within two (2) working days, after the date for which the personnel are requested, the Employer shall have the right to procure the required number of personnel from other available sources, provided however, that such personnel procured from other available sources shall be required by the Employer to submit an application to join the Union, if acceptable, not later than thirty (30) days after hiring, and obtain a dispatch slip from the Union office or the Employer notify and obtain clearance from the Union office before engaging such persons. In such circumstances, clearance by the Union will not be withheld. The Employer shall notify the Union in writing of all such personnel hired pursuant to this clause within two (2) business days after hiring.
- 7.07**
- (a)** In reducing the number of Employees covered by this Agreement, potential members will be laid off first, travel card members will be laid off second, and members of Local Union 488 shall be the last to be laid off. It is understood that the application of this clause shall be by classifications identified in article 8.01 and article twenty.
 - (b)** The Employer will notify the Union or the job steward within two business days of any termination of employment including layoffs.

- 7.08** Members of the Union dispatched from the office, reporting for work at the time and place specified by management and who are not engaged by the Employer shall receive a minimum of four (4) hours reporting pay, plus travel time and expense, if applicable.

Registered Apprentice Program (RAP) Students

- 7.09** 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 Employer 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 EIGHT - WAGE RATES AND OTHER MONETARY CONDITIONS

8.01 Wage rates and fringe benefits shall be in accordance with the following scales:

<u>EFFECTIVE DATE</u>	<u>BASE WAGE</u>	<u>V.P. & S.H.P.</u>	<u>H. & W.</u>	<u>PENS.</u>	<u>EDUC.</u>	<u>SUPP. BEN.</u>	<u>IND. PRO.</u>	<u>TOTAL</u>
<u>Foreman:</u>								
01-May-2007	\$40.30	\$4.03	\$1.45	\$3.70	\$0.30	\$0.03	\$0.10	\$49.91
04-May-2008	\$42.65	\$4.27	\$1.55	\$4.20	\$0.35	\$0.03	\$0.10	\$53.15
<u>Journeyman:</u>								
01-May-2007	\$36.64	\$3.66	\$1.45	\$3.70	\$0.30	\$0.03	\$0.10	\$45.88
04-May-2008	\$38.77	\$3.88	\$1.55	\$4.20	\$0.35	\$0.03	\$0.10	\$48.88
<u>4 th year:</u>								
01-May-2007	\$31.14	\$3.11	\$1.45	\$3.70	\$0.30	\$0.03	\$0.10	\$39.83
04-May-2008	\$32.95	\$3.30	\$1.55	\$4.20	\$0.35	\$0.03	\$0.10	\$42.48
<u>3 rd year:</u>								
01-May-2007	\$27.48	\$2.75	\$1.45	\$3.70	\$0.30	\$0.03	\$0.10	\$35.81
04-May-2008	\$29.08	\$2.91	\$1.55	\$4.20	\$0.35	\$0.03	\$0.10	\$38.22
<u>2nd year:</u>								
01-May-2007	\$21.98	\$2.20	\$1.45	\$3.70	\$0.30	\$0.03	\$0.10	\$29.76
04-May-2008	\$23.26	\$2.33	\$1.55	\$4.20	\$0.35	\$0.03	\$0.10	\$31.82
<u>1st year:</u>								
01-May-2007	\$18.32	\$1.83	\$1.45	\$3.70	\$0.30	\$0.03	\$0.10	\$25.73
04-May-2008	\$19.39	\$1.94	\$1.55	\$4.20	\$0.35	\$0.03	\$0.10	\$27.56

Compulsory Government Pension Plan shall be in addition to the scales shown above.

8.02 The minimum base wage rate for a Foreman shall be ten percent (10%) above the minimum base Journeyman rate as listed in Clause 8.01 of this Agreement.

8.03 Pay days shall be weekly or biweekly and not more than five (5) days pay may be held back unless other arrangements are made between the Employer and the Union.

8.04 When Employees are laid off or discharged they shall be paid the wage due to them at the time of lay-off or discharge and given their separation record and apprenticeship book, if applicable. If the payroll cheques are issued from a location which is not within the confines of the Employer's shop the Employee's cheque shall be delivered to said Employee's home address within five (5) working days of lay-off or discharge.

8.05 Statutory Holiday pay and Vacation Pay shall be paid each Employee each pay period.

8.06 The Employer agrees to provide each pay period a complete statement for each Employee showing dates of payroll period covered, social insurance number and showing separate totals of the following:

1. straight time hours paid;
2. overtime hours paid;
3. shift premium paid;
4. statutory holiday pay;
5. vacation pay; and
6. all deductions.

8.07 Any changes made by the Employer to the time sheet of an employee will be reviewed with the employee prior to the payroll being issued.

8.08 Notwithstanding anything contained elsewhere in this Agreement, all contributions to the separate following trust funds shall be payable by the Employer on the Employees' total actual hours **WORKED** including overtime and time engaged while traveling.

- (a) Alberta Refrigeration Industry Benefit Trust Fund.
- (b) Alberta Refrigeration Industry Pension Trust Fund.
- (c) Supplementary Benefit Trust Fund.
- (d) Joint Educational Trust Fund.
- (e) Refrigeration Industry Promotion Fund.

8.09 If any Employer is found in default in remitting payments required to be made pursuant to this Agreement and if such default continues for twenty (20) days thereafter, said Employer shall pay to the applicable Fund, as interest, one and one half (1 1/2%) percent per month on any unpaid arrears effective the due date for said funds.

Should any Employer be found to be in default, late or refuse to remit contributions required under this Agreement, that Employer shall be subject to all costs of a grievance pursuant to the grievance procedure stipulated in this Agreement. This provision will only be enforced should the Union acting upon a motion from the Trustees be required to grieve for those Employer contributions required by this Agreement.

Where an employee performs work that would require the Employer to contribute hourly contributions, at such hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be

deemed to hold the sum so deducted in trust for the Trustees of the applicable Trust Fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf employees have performed work entitling them to receive contributions to the fund as herein before provided for, is deemed to be held in trust for the Trustees of this fund and such 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 NINE - ALBERTA REFRIGERATION INDUSTRY BENEFIT TRUST FUND

- 9.01** The Employer shall contribute to the account named by the Trustees of the Alberta Refrigeration Industry Benefit Trust Fund the amount shown in Clause 8.01 of this Agreement for every hour that an Employee, covered by the terms of this Agreement, is employed, as indicated in Article 8 of this Agreement. Contributions shall be made on the basis of full or half (1/2) hours.
- 9.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the name of Employees, social insurance numbers and hourly contributions for each Employee and forwarded with a cheque in the required amount, on or before the fifteenth (15th) day of the month, following the month for which such contributions are due, to the applicable trust fund named by the Trustees for deposit to the above mentioned trust fund account. A copy of said list is to be retained by the Employer.
- 9.03** All amounts paid by the Employer to the Alberta Refrigeration Industry Benefit Trust Fund will be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.
- 9.04** In the case of failure of the Employer to contribute into the fund on the due date the Trustees, in their joint names, may take legal action against the Employer for recovery of the amount due.
- 9.05** The terms of the Alberta Refrigeration Industry Benefit Trust Fund shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour worked may be negotiated in each succeeding Agreement.
- 9.06** The Employer and the Union agree to comply with all the provisions and requirements of the Alberta Refrigeration Industry Benefit Trust Fund and the declaration of Trust between the Employers and the Union dated January 22, 1981 and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.
However, the liability of any Employer to the Alberta Refrigeration Industry Benefit Trust Fund shall be limited to his obligation to pay the amount stated in

this Agreement at the times and in the manner stated together with any penalties as set forth herein.

- 9.07** The Trustees shall have full authority, by majority vote, with equal representation on both sides to determine the amount and select and enter into the forms of insurance required and shall be responsible for the administration of the plan; increasing and decreasing of benefits payable and the eligibility of claims payable including any necessary adjustments in the plan to prevent duplication of contributions and coverage.
- 9.08** The Trustees shall make provision for an annual audit by a professionally designated Accountant and a certified copy of the auditor's report and balance sheet shall be made available upon written request to all contributory Employers and members of the Union.

ARTICLE TEN - ALBERTA REFRIGERATION INDUSTRY PENSION TRUST FUND

- 10.01** The Employer shall contribute to the account named by the Trustees of the Alberta Refrigeration Industry Pension Trust Fund the amounts shown in Clause 8.01 of this Agreement for every hour that an Employee, covered by the terms of this Agreement, is employed, as indicated in Article 8 of this Agreement.

Contributions will be made on the basis of full or half (1/2) hours.

- 10.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers and hourly contributions for each Employee, and forwarded with a cheque in the required amount, on or before the fifteenth (15th) day of the month, following the month for which such contributions are due, the applicable trust fund named by the Trustees for deposit to the above-mentioned trust fund account. A copy of the said list is to be retained by the Employer.
- 10.03** Members of the Union shall have the right to make voluntary contributions to the Alberta Refrigeration Industry Pension Trust Fund to provide for personal increased benefits.
- 10.04** All amounts paid by the Employer to the Alberta Refrigeration Industry Pension Trust Fund shall be in addition to the hourly wage rates established in the Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.
- 10.05** In the case of failure of the Employer to contribute into the Fund on the due date the Trustees, in their joint names, may take legal action against the Employer for the recovery of the amount due.
- 10.06** The terms of the Alberta Refrigeration Industry Pension Trust Fund shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that

portion pertaining to the number of cents per man hour earned may be negotiated in each succeeding Agreement.

- 10.07** The Employer and the Union agree to comply with all the provisions and requirements of the Alberta Refrigeration Industry Pension Trust Fund and the Declaration of Trust between the Employers and the Union dated July 15, 1981, and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.

However, the liability of any Employer to the Alberta Refrigeration Industry Pension Trust Fund shall be limited to his obligation to pay the amount stated in this Agreement at the times and in the manner stated, together with any penalties as set forth herein.

- 10.08** The Trustees shall have full authority, by majority vote, with equal representation on both sides to determine the amounts and select the forms of pension benefits to be provided under the Alberta Refrigeration Industry Pension Trust Fund and shall be responsible for the administration of the plan; increasing and decreasing of benefits payable and the eligibility of claims payable and be responsible for carrying out all of the provisions and requirements of the Federal and Provincial laws relating to Government Registered Pension Plans.

- 10.09** The Trustees shall make provision for an annual audit by a professionally designated Accountant and a certified copy of the auditor's report and balance sheet shall be made available upon written request to all contributory Employers and members of the Union.

ARTICLE ELEVEN - SUPPLEMENTARY BENEFIT TRUST FUNDS

- 11.01** The Employer shall contribute the amounts shown in Clause 8.01, to the Union Supplementary Benefit Trust Funds, for every hour that Employees covered by the terms of this Agreement are employed and contributions shall be made on the basis of full or half (1/2) hours.

- 11.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the names of Employees, social insurance numbers and hourly contributions for each Employee, and forwarded with a cheque in the required amount on or before the 15th day of the month following the month for which such contributions are due to the business office of the Union for deposit to the above mentioned fund. A copy of the said list is to be retained by the Employer.

- 11.03** All amounts paid by the Employer to the fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct such amounts from the Employee's wages.

However, the liability of any Employer to the Supplementary Benefit Trust Fund shall be limited to the Employer's obligation to pay the amount stated in this

Agreement at the times and in the manner stated, together with any penalties as set forth herein.

11.04 The monies so received by the Trust Fund may be used for the following purposes:

- (a) Renewal of members certificates of proficiency.
- (b) Compensation to members who may be called to Jury Duty or to act on any Judicial Inquiry or Arbitration Board.
- (c) Journeyman upgrading.
- (d) Provide educational bursaries for members and children of members.
- (e) To provide such additional benefits to members of the Union as the beneficiaries of the Trust deem advisable.

PROVIDED, however, and it is expressly understood, that the funds so received will not be used for such purpose which may be in contravention of The Labour Relations Code, Chapter L-1.2, 1988, as amended or any successor statute.

11.05 The Trustees shall make provisions for an annual audit by a professionally designated Accountant and a certified copy of the Auditor's report and balance sheet shall be made available upon written request to all contributory Employers and members of the Union.

ARTICLE TWELVE - JOINT EDUCATIONAL TRUST FUND

12.01 The Employer shall contribute to the account named by the Trustees of the Joint Educational Trust Fund the amount shown in Clause 8.01 of this Agreement for every hour that an Employee, covered by the terms of this Agreement, is employed, as indicated in Clause 8.01 of this Agreement. Contributions shall be made on the basis of full or half (1/2) hours.

12.02 All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the name of Employees, social insurance numbers and hourly contributions for each Employee and forwarded with a cheque in the required amount, on or before the fifteenth (15th) day of the month, following the month for which such contributions are due, to the applicable trust fund named by the Trustees for deposit to the above mentioned trust fund account. A copy of said list is to be retained by the Employer.

12.03 All amounts paid by the Employer to the Joint Educational Trust Fund will be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.

- 12.04** In the case of failure of the Employer to contribute into the fund on the due date the Trustees, in their joint names, may take legal action against the Employer for recovery of the amount due.
- 12.05** The terms of the Joint Educational Trust Fund shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour worked may be negotiated in each succeeding Agreement.
- 12.06** The Employer and the Union agree to comply with all the provisions and requirements of the Joint Educational Trust Fund and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.
- However, the liability of any Employer to the Joint Educational Trust Fund shall be limited to his obligation to pay the amount stated in this Agreement at the times and in the manner stated together with any penalties as set forth herein.
- 12.07** The Trustees shall make provision for an annual audit by a professionally designated Accountant and a certified copy of the auditor's report and balance sheet shall be made available upon written request to all contributory Employers and members of the Union.
- 12.08** Upon application from the trainee and his/her employer, the Joint Educational Trust Fund will pay the assessed tuition fees for bargaining unit employees (Foreman or prospective Foreman only) to attend the Better SuperVision Supervisory Training Program as implemented by CLR.
- 12.09** The contributions paid by the Employers to the Joint Educational Trust Fund will be administered by a Refrigeration Industry Training Committee consisting of three Employer representatives and three representatives of the Refrigeration Division of Local 488. The Refrigeration Industry Training Committee will be responsible for determining all training priorities for the Refrigeration Industry recognizing that the cost of conducting the training will not exceed the contributions to the Joint Educational Trust Fund from the Refrigeration Industry.

ARTICLE THIRTEEN – REFRIGERATION INDUSTRY PROMOTION FUND

- 13.01** The Employer shall contribute to the account named by the Trustees of the Alberta Refrigeration Industry Promotion Trust Fund the amount shown in Clause 8.01 of this Agreement for every hour that an Employee, covered by the terms of this Agreement, is employed, as indicated in Article 8 of this Agreement. Contributions shall be made on the basis of full or half (1/2) hours.
- 13.02** All such contributions shall be recorded by the Employer on forms to be provided by the Union and listing the name of Employees, social insurance numbers and hourly contributions for each Employee and forwarded with a cheque in the required amount, on or before the fifteenth (15th) day of the month, following the

month for which such contributions are due, to the applicable trust fund named by the Trustees for deposit to the above mentioned trust fund account. A copy of said list is to be retained by the Employer.

- 13.03** All amounts paid by the Employer to the Alberta Refrigeration Industry Promotion Trust Fund will be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.
- 13.04** In the case of failure of the Employer to contribute into the fund on the due date the Trustees, in their joint names, may take legal action against the Employer for recovery of the amount due.
- 13.05** The terms of the Alberta Refrigeration Industry Promotion Trust Fund shall not be negotiable under the terms of any Collective Bargaining Agreement. Only that portion pertaining to the number of cents per man hour worked may be negotiated in each succeeding Agreement.
- 13.06** The Employer and the Union agree to comply with all the provisions and requirements of the Alberta Refrigeration Industry Promotion Trust Fund and the declaration of Trust between the Employers and the Union dated September 3, 2002 and such rules and regulations as the Trustees of the Fund deem necessary for the successful operation of the said Trust Fund.
- However, the liability of any Employer to the Alberta Refrigeration Industry Promotion Trust Fund shall be limited to his obligation to pay the amount stated in this Agreement at the times and in the manner stated together with any penalties as set forth herein.
- 13.07** The Trustees shall have full authority, by majority vote, with equal representation on both sides, to determine the application of the Refrigeration Industry Promotion Trust Fund which shall be in accordance with the stated purpose of the Fund as defined therein.
- 13.08** The Trustees shall make provision for an annual audit by a professionally designated Accountant and a certified copy of the auditor's report and balance sheet shall be made available upon written request to all contributory Employers and members of the Union.
- 13.09** Contributions to this Fund may be cancelled at any time with thirty days written notice upon mutual agreement of the CLR-A Refrigeration Trade Division and Local Union 488.

ARTICLE FOURTEEN - HOURS OF WORK, OVERTIME AND SHIFTS

- 14.01** The regular working day of eight (8) hours shall be performed between the hours of 8:00 a.m. and 5:00 p.m. but two (2) hours deviation shall be allowed to coincide with the customers starting time when necessary, but said working day

shall not extend beyond 6:30 p.m. and the regular work week shall be from 8:00 a.m. Monday to 5:00 p.m. Friday except for the time deviation mentioned above in this clause.

14.02 Lunch break shall be one half (1/2) or one (1) hour as agreed between the Employer and the Union.

Overtime

14.03 An Employee covered by this Agreement shall not be penalized or discriminated against by the Employer if he/she refuses to work overtime if said Employee has just cause not to work overtime.

14.04 All work performed before the scheduled starting time or after the scheduled quitting time outlined in Clause 14.01 of this Agreement or on shift work as outlined in Clauses 14.08 and 14.09 of this Agreement and all work performed on Saturdays, Sundays and recognized holidays as in Clause 16.01 of this Agreement shall be classed as overtime.

The overtime rate for hours worked shall be as follows based on the basic hourly rate shown in Clause 8.01 of this Agreement.

- (1) Recognized holidays as shown in Clause 16.01 shall be paid at two (2) times the basic hourly rate; and
- (2) All other overtime hours shall be paid at one and one half (1 1/2) times the basic hourly rate.

14.05 After ten (10) hours work at the trade, the Employee is entitled to the cost of a hot meal and shall be entitled to same for each four (4) hours worked thereafter.

Shift Work

14.06 Shift work may be performed where extenuating circumstances exist. The rates and conditions of work not covered in Clause 14.07 and 14.08 shall be mutually agreed to by the Employer and the Union Business Manager or his representative.

14.07 The first shift shall work a normal shift as outlined in Article 14.01 of this Agreement at straight time rates with applicable overtime rates thereafter.

14.08 The second shift commencing anytime between 11:00 a.m. and 10:00 p.m. Monday through Friday shall work eight (8) hours. The hourly rate for Employees on the second shift shall be at basic straight time rates plus ten (10%) percent for a maximum of eight (8) hours and the applicable overtime rate shall be paid thereafter.

14.09 When a third shift is worked, shift hours, rates and conditions of work shall be mutually agreed to by the Employer and the Business Manager of the Union or his Representative.

Coffee Breaks

14.10 There shall be two (2) fifteen (15) minute coffee breaks during the normal work day, one mid-morning and one mid-afternoon.

ARTICLE FIFTEEN - STANDBY AND SHOW-UP PAY

Standby

15.01 When the Employee is requested by the Employer to standby and be available to perform emergency work outside the normal workday as shown in Clause 14.01 of this Agreement they shall be paid the equivalent of four hours pay at the employee's base rate of pay per seven day week.

All qualified employees must accept standby duties on an evenly distributed rotational basis.

The Employer will provide a suitable communication device to an Employee when on standby who shall only use such communication device for company business or in an emergency situation.

Show-Up

15.02 An Employee reporting for work at the regular starting time and for whom no work is available shall receive one (1) hours pay at the Employee's basic wage rate plus benefits as per Clause 8.01 of this Agreement. To be eligible to receive reporting pay the Employee must report to the shop at the regular starting time and remain there for one (1) hour unless said Employee is released sooner by the Employer. Should the Employer notify the Employee at least one (1) hour prior to the start of the shift that no work is available there will be no show-up time paid to said Employee. Should an Employee receive during his/her regular day shift three (3) or more hours straight time pay on a day that said Employee is entitled to show-up pay then that Employee shall not be entitled to said show-up pay for that given day.

ARTICLE SIXTEEN - RECOGNIZED HOLIDAYS AND VACATION WITH PAY

16.01 All work performed on the following recognized holidays shall be paid for at the rate of double time, plus any applicable shift differential, as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day

Family Day
First (1st) Monday in August

Boxing Day

- 16.02** Should an additional holiday be proclaimed by the Federal or Provincial Government, it shall be added to the list of holidays in Clause 16.01.
- 16.03** Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.
- 16.04** No work shall be performed on Labour day, except for the preservation of life or imminent danger to property.
- 16.05** In lieu of pay for the above recognized holidays the Employer shall pay an additional 4% to the Employee's total hourly earnings each pay period, including travel time hours and overtime hours.
- 16.06** Employees annual Vacation Pay shall be 6% of the Employee's total hourly earnings. Such total hourly earnings shall be deemed to include straight time hours, overtime hours, and travel time hours and shall be paid each pay period with the Employee's regular pay.
- 16.07** Should an employee employed under this Agreement experience a death in his immediate family (i.e. spouse, parents, grandparents, siblings or children) he/she shall be allowed three (3) days bereavement leave without pay. Should more time be required by the employee he shall be granted leave of absence without pay for a reasonable period as mutually agreed with his/her Employer.

ARTICLE SEVENTEEN - TRAVEL TIME AND TRANSPORTATION EXPENSE

- 17.01** Excluding Saturday, Sunday, Statutory Holidays and non-scheduled maintenance work travel between the hours of 6:00 a.m. to 8:00 p.m. Monday to Friday shall be paid at straight time rates. All travel time prior to 6:00 a.m. and after 8:00 p.m. Monday to Friday shall be paid at the applicable overtime rates contained in this Agreement. Employees must be notified twelve (12) hours prior to the commencement of their next regular day shift that they will be required to travel prior to the normal start time (8:00 a.m.) contained in this Agreement.
- Any combination of travel hours and regular working hours totaling more than twelve (12) hours will be paid at the applicable overtime rates contained in Article 14.04 of this Agreement.
- 17.02** Employees shall not supply vehicles for the Employer's work. All vehicles shall be supplied by the Employer.
- 17.03** An Employee whose Employer requests that he/she work in an out of town location shall receive their board, accommodation and any other expense that the

Employee may incur on behalf of their Employer. The Employer shall supply transportation to and from the jobsite. Accommodation shall be assigned on the basis of one person to a room. All expenses shall be subject to review and approval as to their reasonableness by the Employer and shall not in any case be paid to an Employee working within one hundred (100) kilometer radius of the employer's shop.

17.04 The parties to this Agreement recognize the Alberta and Northwest Territories Building Trades Council Camp Standards Agreement negotiated with Construction Labour Relations.

17.05 Where it is the responsibility of the Employer to provide camp facilities in accordance with Clause 17.04 Employees shall avail themselves of such camp facilities and subsistence will not be paid to those Employees pursuant to this Agreement.

ARTICLE EIGHTEEN - TOOLS, EQUIPMENT, UNIFORMS AND PROTECTIVE CLOTHING

18.01 The journeymen and apprentice Employees shall only be required to supply the basic hand tools and equipment listed in Clause 18.02 of this Agreement. The first year apprentice shall not be required to supply the voltmeter or presto-lite leak detection, installation and repair kit.

18.02 Tool List

Tool Box
Refrigeration Test Manifold
Pocket Thermometer
Adjustable Wrenches (crescent type - set consisting of 6", 8", 10", 12", and 16")
Pipe Wrenches (8", 14", and 24")
Refrigeration Service Wrenches (3/16" to 1/2")
Tube Cutters (1/4" to 1 5/8")
Refrigeration Flaring Kit (Imperial Eastman quality or equivalent)
Screw Drivers (complete set of Flat, Robinson, & Phillips)
Combination Wrenches (box end and open end 1/4" through 1 1/8")
Pliers (needle nose, channel locks, combination, vice grips, linesman)
Side Cutter (and /or wire stripper)
Hammers, Ball Peen (small and large) and Claw
Allan Wrenches (set 1/16" to 1/2" and 2mm. to 12mm.)
Punch and Chisel Set
Leak Detector (Halide or equivalent)
Soldering and Brazing Kit (Turbo Torch)
Cordless Electric Drill (3/8")
Tape Measure (25', 1" width min.)
Flash Light
Clamp on volt-Ampmeter (Amprobe or better)
One digital multi-meter (Fluke or equivalent)
For winter operations a deflection meter is recommended

Subject to approval by the Employer, any tools supplied by the employee in addition to the above list will be identified in writing to the Employer.

- 18.03** The Employer shall supply all other tools not listed in Clause 18.02 of this Agreement as well as equipment required to carry out work performed under this Agreement. The Employee may be held responsible for loss or damage of said tools and equipment through willful conduct or negligence on his/her part.
- 18.04** The Employer agrees to repair or replace all items mentioned in Clause 18.02 and any other tools and equipment that the Employee has supplied to carry out work under this Agreement if loss or damage is caused through negligence of the Employer, or other Employees.
- 18.05** The Employer agrees to supply all non-durable items used on the Employer's work covered under this Agreement such as files, cutter wheels, drill bits, manifold hoses, etc.
- 18.06** The Employer agrees to supply all protective clothing and safety equipment, as required when necessary, according to the Workers Compensation Act, the Occupational Health and Safety Act, or any related safety legislation in effect, at no cost to the Employee. The Employee is responsible for said clothing and equipment but the Employer accepts responsibility for normal wear and tear of article upon return of same. This clause shall be deemed to include steel toed safety boots which shall be reimbursed to a maximum of one hundred and fifty dollars (\$150.00) annually with the submission of a receipt.
- 18.07** When uniforms and/or coveralls are required by the Employer for work covered by this Agreement the Employer shall pay 100% of the invoiced cost of said clothing. Such uniforms or coveralls required by the Employer shall be compliant with Alberta Occupation Health and Safety Regulations in respect to fire safety.
- Where the Employer requires his employees to wear uniforms such uniforms shall be maintained by the employees as to their cleanliness and appearance while in the employ of the Employer. Employees not maintaining their uniforms shall be subject to disciplinary action determined by the Employer for failure to maintain said uniforms. The Employer takes responsibility for normal wear and usage of said uniforms.
- 18.08** If an Employee's tools, as outlined in **Clause 18.02**, are lost or destroyed due to fire, flood or forcible entry of his personal tool box, job box or job shack while on a job site they shall immediately be replaced by the Employer. Any Employees tools which are stolen by forcible entry or destroyed while contained within an Employer owned or operated vehicle at any location shall be replaced immediately by the Employer. In the event of theft by forcible entry the police department and management must be notified immediately.
- 18.09** All Employer supplied vehicles used by Employees shall as a minimum be required to meet all relevant Provincial and Federal safety standards in respect to the transportation of goods and/or persons.

ARTICLE NINETEEN – HEALTH AND SAFETY

19.01 Employees are expected to be at work in a condition fit for work. As such the Employer may require an Employee or candidate for employment to participate in tests to determine the capabilities of that person to safely perform the tasks normal for the trade in any particular assignment. Tests will be reasonable and agreed to by both parties. Union approval will not be withheld without valid and justifiable reason.

19.02 The parties recognize the standards specified in the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule. As such, Employees may be required to undergo alcohol and drug testing in the manner specified in the Canadian Model Policy. In addition, an Employer may institute a system of lawful pre-employment and/or random drug and/or alcohol tests.

19.03 All Employees are expected to hold current WHMIS (Workplace Hazardous Materials Information System) and TDG (Transportation of Dangerous Goods) tickets. Starters, first year apprentices, and new members to the Local Union will be required to take the training as soon as practically possible after the Joint Educational Trust Fund receives sufficient contributions on the Employee's behalf to pay for the training fees.

All journeymen will carry a current standard first aid ticket (St. John Ambulance or equivalent). Apprentices will not be required to hold this ticket but are encouraged to do so.

Within the first year of the effective date of this agreement Employees will complete this training. After this one year period, new members of the Local will have this training completed upon the Joint Educational Trust Fund receiving sufficient contributions to pay for the training fees.

ARTICLE TWENTY - CLASSIFICATION OF EMPLOYEES

20.01 **Journeymen:** An Employee who holds a certification of qualification for his/her respective trade in accordance to the Alberta Apprenticeship, Training and Certification Act (or its successor).

20.02 **Apprentices:** An Employee who has either filed application for or has a contract of apprenticeship in his/her respective trade in accordance with the Alberta Apprenticeship Training and Certification Act (or its successor) shall before progressing to the next level carry out the following:

- (1) Complete all tasks set forth by the Alberta Apprenticeship, Training and Certification Division.

20.03 Maintenance Mechanic: An Employee who has been qualified by the Employer and performs work as laid out in Appendix "A" of this Agreement. There shall be two classifications of Maintenance Mechanics:

(a) Maintenance Mechanic - Junior

(b) Maintenance Mechanic - Senior

The Junior Maintenance Mechanic shall be paid first year apprentice wages plus benefits as per Clause 8.01 of this Agreement and shall progress to a Senior Maintenance Mechanic after twelve (12) months employment under this Agreement. The Senior Maintenance Mechanic shall be paid second year apprentice wages and benefits as per Clause 8.01 of this Agreement.

The Maintenance Mechanic classification shall not replace the apprentice classification nor shall the maintenance mechanic classification become a pre-requisite prior to an Employee making application for apprenticeship in any trade covered by this Agreement.

20.04 Foreman: The selection of a foreman shall rest solely with the Employer. Only Building Trades Journeymen shall be elevated to foreman(s) positions for work under this Agreement. The foreman(s) rate of pay shall be as in Clause 8.02 of this Agreement.

ARTICLE TWENTY-ONE - PERIODIC CONFERENCES

21.01 The Employer and the Union agree to hold periodic conferences in order to review the operation of this Agreement, labour supply, the general technical and economic conditions of the Refrigeration and Air-conditioning Industry and may make, as a group, recommendations to Government, or any other parties for the benefit of the general public and the Industry.

21.02 The parties shall attempt to meet two (2) times annually or notice can be given by the parties, in writing, to arrange for meetings which are mutually agreed.

ARTICLE TWENTY-TWO - GRIEVANCE AND ARBITRATION PROCEDURE

22.01 A difference may refer to a policy grievance between the Employer or Union or a grievance between the Employer and its employees. A policy grievance shall be defined as an obligation that is alleged to arise out of the Collective Agreement and shall be adjusted as specified herein. Should any difference arise between the Employer and any of its employees as to the interpretation, application, administration or alleged violation of this Agreement the aggrieved employee shall submit his grievance, in writing, to the Union and to the Employer's representative on the job within three (3) working days of the occurrence, giving rise to the grievance. The employee may request assistance of the Job Steward and/or Business Representative of the Union in submitting the grievance.

22.02 If a grievance has not been resolved within three (3) days following the preceding steps of the Grievance Procedure, either Party may request that a Joint Grievance Panel (JGP) be established to conduct a hearing in respect to the issue. Such Joint Grievance Panel will consist of two nominees of the Employer and two nominees of the Union. The nominees of the employer may not be employees of the contractor involved in the dispute and the nominees of the Union must not be representatives of the grievor's union. The Joint Grievance Panel will hold a hearing into the matter within ten working days of being appointed and will issue their recommendations forthwith, but in any event within three working days of the date the hearing was held. In the event either Party determines that it is not prepared to accept the terms of the JGP decision, either Party may then refer the matter to Arbitration in accordance with 22.03

22.03 If the parties are unable to resolve a difference, as referred to at 22.01, within fifteen (15) working days of notification of the difference either party may notify the other, in writing, of its desire to submit the matter to Arbitration. The notice referred to in this Clause shall contain:

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

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

- (a) decide whether to appoint an Arbitration Board or single Arbitrator to settle the difference;
- (b) if it elects to appoint a single Arbitrator and
 - (i) if it accepts a person suggested as single Arbitrator, notify the other party within five (5) days of its acceptance of such an Arbitrator,
 - (ii) if it does not accept any of the persons suggested, notify the other party accordingly within five (5) days and submit, with such notice, a list of persons that it is willing to accept as single Arbitrator;
- (c) if it elects to appoint an Arbitration Board notify the other party accordingly and name its nominee to the Arbitration Board. The nominees to the Arbitration Board shall endeavor to agree to a person to be appointed as Chairman of the Arbitration Board.

If the parties are unable to agree to a person to act as single Arbitrator within fifteen (15) days of notification of the desire to submit a matter to Arbitration, or if the nominees to an Arbitration Board are unable to agree to a person to act as

Chairman within ten (10) days of the last nominee being appointed, either party may request the Minister of Labour, in writing, to appoint the single Arbitrator or Arbitration Board Chairman.

The single Arbitrator or Arbitration Board Chairman shall, within five (5) days of his appointment, schedule a hearing to resolve the matter in question.

- 22.05** Under the terms of this Agreement a grievance is a complaint regarding:
- (a) an alleged violation of the Collective Agreement;
 - (b) an alleged contravention of the Collective Agreement;
 - (c) unjust discipline.
- 22.06** The Arbitrator or Arbitration Board shall have the power to determine all questions of arbitrability and shall issue a decision which is final and binding on all parties, upon the parties and upon any employee or Employer affected by it. Where both parties have agreed, together with the Arbitrator or Arbitration Board to the procedure to be followed, no appeal as to the use of that procedure shall be taken.
- 22.07** The Arbitrator or Arbitration Board shall determine his/its own procedure but shall give full opportunity to all parties to present evidence and to make representations. The Arbitrators shall also have the power to relieve against non-compliance within time limits or any other technicality or irregularity.
- 22.08** The Arbitrator or Arbitration Board shall determine the real issue in dispute according to the merits and make whatever disposition he/it deems just and equitable. The Arbitrator or Arbitration Board shall also provide reasons, in writing, for such decisions within twenty (20) days from the date of the hearing of the grievance. However, except as permitted in the next Clause, the Arbitrator or Arbitration Board shall not alter, amend, change, modify or extend the terms or conditions of the Collective Agreement.
- 22.09** If the Arbitrator or Arbitration Board, by his/its award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator or Arbitration Board may substitute/modify such penalty for the discharge or discipline as to him seems just and fit in all the circumstances.
- 22.10** 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 three hundred dollars (\$300.00) per day for each nominee.
- 22.11** Notwithstanding clause 22.10 above, the Arbitrator or Arbitration Board may exercise his/its discretion in an appropriate case to rule that the cost of the Arbitration Board or Arbitrator is shared equally.

ARTICLE TWENTY-THREE - SAVING CLAUSE

- 23.01** If any Article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law the remainder of this Agreement shall not be affected thereby.
- 23.02** If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any **applicable act of law**, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place an article or provision which will meet the objects to its invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

ARTICLE TWENTY-FOUR - ENABLING CLAUSE

- 24.01** Where an Owner/Client expresses the intention of tendering or awarding non-construction work such as a maintenance contract on the open market (i.e.: without regard to Union affiliation or its lack), and where in the opinion of the Employer, the award of the work is likely to be to an open-shop or merit shop entity because the conditions of this Agreement may not be competitive in the market then prevailing, the parties to this Agreement shall meet and bargain collectively in good faith in an honest attempt to arrive at terms and conditions for application to work on that project which will be fully competitive in the prevailing market.
- 24.02** All enabled conditions will be available to any signatory contractor bidding the work on which the enabled conditions apply.
- 24.03** Under Clause 24.01 above, terms, conditions and wages contained herein may be varied, altered, amended or modified by the mutual agreement of the Parties.

ARTICLE TWENTY-FIVE - NO STRIKE, NO LOCK-OUT

- 25.01** There shall be no strike or lock-out during the term of this Agreement. Neither the Union nor any of the Employees covered by this Agreement will collectively, concertedly, or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations, or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its Local Officers and Representatives to end any unauthorized interruption of work.
- 25.02** The Employer will not lock out any of the Employees covered by this Agreement during the term of this Agreement. The parties agree that, in the manner set forth in Article 22 of this Agreement, they will submit to arbitration all grievances and disputes that may arise between them and any misunderstanding as to the meaning or intent of all or any part of this Agreement; provided however, the Employer

shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of violation of this Article.

ARTICLE TWENTY-SIX - DURATION, TERMINATION AND AMENDMENTS

26.01 This Agreement comes into full force on September 9, 2007 and shall remain in full force and effect until the 30th day of April, 2011.

26.02 Should either party desire changes to this Agreement they shall give notice of such desire to the other party not less than sixty (60) days or more than one hundred and eighty (180) days prior to the 30th day of April, 2011 or any subsequent anniversary date.

26.03 Notwithstanding clause 26.01, in the event that negotiations continue beyond the anniversary date of this Agreement, it is understood and agreed by the parties to this Agreement that it is in their mutual interest and the interest of the owner/client that the parties maintain an uninterrupted service work force and that work continues in the service sector. Therefore after April 30, 2011 but prior to October 31, 2011, it is agreed that the Union shall not strike and the Employer shall not lockout. After October 31, 2011 this Agreement shall terminate upon the following event(s):

- (a) legal strike; or
- (b) legal lockout; or
- (c) the mutual agreement of the Parties.

26.04 Should the parties conclude the renewal of this Collective Agreement before October 31, 2011, any adjustments to the wage schedule in Clause 8.01 will become effective May 1, 2011.

26.05 If notice to negotiate is not given pursuant to this Article, then the Agreement shall remain in full force and effect yearly thereafter.

26.06 **Wage And Benefit Reopener:**

Notwithstanding the above articles 26.01-26.03, the parties agree to renew the wage and benefit schedule only, as specified at Article 8.01, for the time period May 1, 2009 – April 30, 2011 and any revisions mutually agreed by the parties will be incorporated into this agreement. Negotiations to renew the wage schedule will commence 60-120 days prior to April 30, 2009 upon service of written notice to do so by either party.

Should the parties not reach agreement in respect to the wage and benefit schedule before October 31, 2009 then this entire agreement will be deemed to have expired effective October 31, 2009 and will be subject to negotiation.

In the event that the parties fail to reach agreement in respect to the wage and benefit schedule before October 31, 2009 then after October 31, 2009 this Agreement shall terminate upon the following event(s):

- (a) legal strike; or
- (b) legal lockout; or
- (c) the mutual agreement of the Parties.

Should the parties mutually agree to the renewal of the wage and benefit schedule prior to October 31, 2009 then any adjustments to the wage schedule in Clause 8.01 will become effective May 1, 2009.

ARTICLE TWENTY-SEVEN - EMPLOYER BARGAINING AGENT CONTRIBUTIONS

27.01 Construction Labour Relations - An Alberta Association Dues and Remittances

- (a) In satisfaction of the Employers' obligations to the Association under section 163 of the *Alberta Labour Relations Code* and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to Construction Labour Relations - An Alberta Association (the "C.L.R.") the contribution rates for C.L.R. sponsored initiatives, and the hourly dues levied by the C.L.R. pursuant to section 163 of the *Code* and pursuant to this Collective Agreement. The amounts of the contribution rates and dues shall be established by the C.L.R., and any or all of them may be changed by the Board of Directors of Construction Labour Relations – An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient.
- (b) In the event of a failure on the part of any Employer to contribute to the Association the contribution rates and dues required to be contributed pursuant to section 163 of the *Labour Relations Code* and pursuant to this Letter of Understanding, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association in its own name against the subject Employer. Such a grievance may be referred by the Association to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the arbitration tribunal shall be the Association and the subject Employer. The Association may not, however, simultaneously pursue a violation of this Letter of Understanding through application to the Labour Relations Board and/or other civil action and through the grievance procedure.
- (c) All cost relating to the administration of the fund(s) shall be borne by the Association.

SIGNATORY PAGE

SIGNED THIS _____ day of _____, 2007, by and between

CONSTRUCTION LABOUR RELATIONS -
AN ALBERTA ASSOCIATION

UNITED ASSOCIATION OF
JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA
LOCAL UNION 488

Neil Tidsbury,
President

Larry Matychuk,
Business Manager

Rick Evjen,
Business Representative

APPENDIX "A"

MAINTENANCE MECHANIC

The Maintenance Mechanic shall be qualified to perform and shall be allowed to perform the work listed below:

All routine maintenance and inspections regardless of size or location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer, such as:

- (a) filter changing and maintenance thereof;
- (b) lubrication of equipment, but not changing of refrigeration compressor oil;
- (c) belt replacement and adjustment;
- (d) cleaning of cooling towers, coils, evaporators and condensor tubes and water treatment, but no assembling and disassembling of equipment when not under the direct supervision of a Journeyman or apprentice;
- (e) general housekeeping, cleaning and painting;
- (f) delivery and truck driving of parts or equipment trucks;
- (g) cleaning, repairing, and routine maintenance of solar energy equipment,
- (h) assist Journeymen and apprentices as required;