

# **CMAW CRAFT INSULATORS STANDARD INDUSTRIAL MAINTENANCE AGREEMENT - ALBERTA**

**BY AND BETWEEN:**



**CONSTRUCTION MAINTENANCE  
AND ALLIED WORKERS CANADA**

(Hereinafter referred to as the “Union”)

**AND:**

**ECKO INSULATING LTD.**

(Hereinafter referred to as the “Employer”)

**SEPTEMBER 01, 2023 to AUGUST 31, 2026**





# CMAW

CANADA

Established in 2004, Construction, Maintenance and Allied Workers Canada's role is to establish and maintain the best possible standards of pay, benefits and working conditions for members; to organize the unorganized; to promote progressive labour and human rights legislation; to cooperate with other unions and organizations to achieve these aims; to encourage social unionism; to promote and champion workers' legitimate struggles; to provide aid and assistance to members so they may share in benefits of collective agreements and favourable employment legislation; and to inform and educate workers on the principles and policies of the organization and the benefits they may achieve through organization and collective bargaining. Construction, Maintenance and Allied Workers Canada has agreements with over 130 contractors and a membership of 7,000.

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Bilsland Griffith	Telephone: 1.844.366.2629	Fax: 604.433.8894
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**For CMAW Benefit Plan Enquiries:**

Green Shield Canada	Telephone: 1.888.711.1119	Fax: 604.444.4413
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**For EFAP (Employee & Family Assistance Plan) Enquiries 24/7:**

Inkblot: [www.cmawefap.ca](http://www.cmawefap.ca) to register

**Construction Locals**

Alberta	403.879.2635	Kitimat/Prince Rupert	250.624.5617
Thompson Okanagan	250.542.8814	Vancouver, Lower Mainland, Fraser	604.437.0491
Prince George	250.564.6043	Valley & Whistler	
Vancouver Island &	250.287.2422	Castlegar	250.365.2813
Sunshine Coast			



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**ARTICLE 1.000 – OBJECTS**

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The objects of this Agreement are to: stabilize the construction industry, provide fair and reasonable working conditions and job security for employees in the industry, promote harmonious employment relationships between Employers and employees, provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement, prevent strikes and lockouts, enable the skills of both Employers and employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented, and promote good public relations.

CMAW and its signatory Employers embrace workplace diversity and value the richness and creativity it brings to the worksite. The parties recognize a shared commitment to achieving employment equity within the construction industry and to provide apprenticeship, skills training and employment opportunities to First Nations people, cultural and visible minorities, women in jobs that have been traditionally performed by men and otherwise disadvantaged persons. To that end, the parties have implemented the necessary initiatives to encourage the hiring and integration of such individuals on their worksites.

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**ARTICLE 2.000 – EFFECTIVE DATE AND DURATION**

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- 2.100** This Agreement shall be for the period from and including September 1, 2023 to and including August 31, 2026, and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of such Agreement, which is August 31, 2026, or immediately preceding the last day of August in any year thereafter, by written notice to require the other party to such Agreement to commence collective bargaining.
- 2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.
- 2.300** The operation of Section 50(2) and Section 50(3) of the *Labour Relations Code* are hereby excluded.
- 2.400** A copy of this Agreement shall be filed with the Alberta LRB.

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**ARTICLE 3.000 – EXTENT**

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**3.100** **Scope and Recognition**

- 3.101** This Agreement shall apply to all Employees except those excluded in the Alberta Labour Relations Board Certification. The law, the certification, and this Agreement are the source of rights of the Union and the Employee covered by this Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent for the Employees as defined in the Alberta Labour Relations Board certification order.
- 3.102** All work performed which requires the tools, skills or ability of a tradesperson shall be performed by a member of the Union. Notwithstanding the foregoing, one (1) representative of an Employer who is not a member of the Union shall be allowed to work and/or provide direction on a project.

**3.200** **Union Security and Affiliation**

- 3.201** Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project for:
- (a) rendering assistance to labour organizations, and/or

- (b) refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.

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**ARTICLE 4.000 – MONETARY PACKAGE**

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**4.100 Monetary Package Increases**

The following increases shall apply to the September 1, 2023 Certified Journeyperson employee. The Union shall retain the right to distribute the increases, at its discretion, between the Certified Journeyperson Base Rate, Employer contribution to CMAW Benefits, and Employer contribution to the CMAW Target Pension Plan. Any portion of the increase distributed to the Base Rate shall attract vacation and holiday pay. The monetary package breakdown for all other employee classifications on such projects shall then be recalculated accordingly pursuant to historical standard. The content of all Schedules "A" and all Schedules "B" shall be updated to reflect these increases.

There will be a wage opener for each year of the agreement effective August 31, 2024 & 2025.

**4.200 Allocation of Monetary Package**

- 4.201** Monies may be transferred from the wage package (inclusive of wages, vacation and statutory holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Union Pension Plan, and all other Employer contributions) without the prior mutual agreement, the Union will provide notice in writing of any change of allocation with a minimum of 90 days' notice.

**4.300 Wages and Premiums****4.301 Minimum Straight Time Hourly Wage Rates**

The minimum straight time hourly wage rates as provided for within the attached Schedules shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Article 4.302 for important clarifications and exceptions.

**4.302 First Aid Attendant**

An employee who acts as a first aid attendant shall have their otherwise applicable straight time hourly wage rate increased by one dollar and fifty cents (\$1.50) per hour worked.

**4.400 Employee Classifications**

Unless otherwise restricted elsewhere within this Agreement, all employee classifications shall be entitled to receive annual vacation pay, statutory holiday pay, overtime premiums, shift premiums, travel allowances and any/all other premiums and/or allowance provided pursuant to this Agreement.

**4.401 General Foreperson**

A General Foreperson will be paid at a rate of one hundred and twenty percent (120%) of a Certified Journeyperson. There is no restriction in this Collective Agreement for the Employer to employ a General Foreperson or to not employ a General Foreperson in any circumstance.



**4.402 Foreperson**

- (a) A Foreperson shall be defined as an employee who issues orders or gives direction to other employees. All direction given to employees shall be provided by the Foreperson to whom such employee is regularly assigned. When more than six (6) employees are employed, a "non working" Foreperson shall be employed. The Employer shall not divide employees into several crews for the purpose of not having to employ a "non working" Foreperson.
- (b) The minimum straight time hourly wage rate for a Foreperson shall be one hundred and fifteen percent (115%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

**4.403 Lead Hand**

A Lead Hand will be paid at a rate of one hundred and five percent (105%) of a Certified Journeyman at the Employer's discretion.

**4.404 Certified Journeymen**

A Certified Journeyman shall be defined as an individual who possesses a valid Insulators TQ certificate

**4.405 Apprentices**

- (a) Employers shall endeavor to employ a minimum of one (1) Apprentice, with a maximum ratio of one (1) Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Certified Journeyman on the project.

1<sup>st</sup> Term (55%)    2<sup>nd</sup> Term (65%)    3<sup>rd</sup> Term (80%)    4<sup>th</sup> Term (90%)

**4.406 Material Handlers/Pre-Apprentices**

- (a) The minimum straight time hourly wage rate for a Material Handler/Pre- Apprentice shall be fifty-five percent (55%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project. No Employer contribution to the CMAW Target Pension Plan shall be required on behalf of a Material Handler/Pre-Apprentice.
- (b) The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the insulator. A Material Handler/Pre-Apprentice shall in the case of competent workers be a possible source of future apprentices.

**4.500 Annual Vacation and Statutory Holidays****4.501 Vacation Pay and Statutory Holiday Pay**

The Employer shall pay to the Employee for each hour worked a vacation allowance equal to six (6%) percent of the Employee's straight time hourly rate, and a holiday pay allowance equal to four (4%) percent of the Employee's straight time hourly rate.

**4.502 Annual Vacation**

An employee may take up to two (2) weeks annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the employee and the Employer.

#### **4.503 Statutory Holidays**

- (a) The following statutory holidays shall apply to all work governed by this Agreement.

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day shall be observed.

- (b) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at one and one-half (1 ½ ) times the otherwise applicable straight time hourly wage rate.

#### **4.600 Employer Contributions**

The Employer contributions as provided for within the attached Schedules shall apply to all work performed in accordance with this Agreement. All remittances and contributions shall be calculated on the basis of "hours worked".

##### **4.601 CMAW Benefits**

The Employer shall contribute the required amount to CMAW Benefits in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.

##### **4.602 CMAW Target Pension Plan**

- (a) The Employer shall contribute the required amount to the CMAW Target Pension Plan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the attached Schedules.
- (b) The required Employer contribution to the CMAW Target Pension Plan on behalf of Apprentices shall be the applicable rate in accordance with Schedule "A" and Schedule "B".
- (c) No Employer contribution to the CMAW Target Pension Plan shall be required on behalf of Material Handlers/Pre-Apprentices.

##### **4.603 Retired Members**

The Union maintains its sole discretion to allocate monies from the wage package to Benefit and Pension or Industry Funds at any time during the life of the Agreement. Where monies are allocated to the Benefit Fund because Bill C-30 prohibits those monies from being allocated to the Pension Fund the Pension Fund administrator will advise the Employer of the reallocation to facilitate appropriate tax reporting.

#### **4.700 Employee Deductions**

Notwithstanding any contrary interpretation of Article 4.700, the Union may, pursuant to the *Labour Relations Code*, alter any existing required Employee deduction amount or implement any new

**4.702 CMAW Local Check Off**

The Employer shall deduct the required amount for CMAW Local Check Off when working within the respective geographical jurisdiction of each CMAW Local which requires same, and shall process such deduction in the manner set forth in Article 5.000. Each CMAW Local retains the right to not require the deduction of CMAW Local Check Off.

**4.800 Payment of Wages**

Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

- 4.801** The Employer shall, at least every second Friday, pay to each employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.
- 4.802** The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an employee at the time of termination of employment. Alternatively, in the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- 4.803** The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. Notwithstanding the foregoing, cheque statements may be provided electronically via secure internet/email.
- 4.804** Where an employee is not paid in accordance with Articles 4.801 and 4.802, CMAW will contact the Employer for rectification within one (1) business day. If not rectified, such employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.
- 4.805** Any Employer whose head office is located outside of Alberta shall establish a payroll office within Canada.

**4.900 Bonding and Payroll Failures**

- 4.901** Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to fifteen thousand dollars (\$15,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
- 4.902** Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

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**ARTICLE 5.000 – MONTHLY REMITTANCES**

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The timely remittance of Employer contributions and employee deductions required in accordance with this Agreement is essential for the protection of the employees and other beneficiaries.

**5.100    General Provisions**

- 5.101**    The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement, on behalf of all employees working under the terms of this Agreement. Refer to the attached Schedules.
- 5.102**    Such Employer remittance shall:
- (a)    be made by a single payment, payable to CMAW Fund, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month,
  - (b)    be accompanied by a correctly completed Monthly Report to the Administrator, and
  - (c)    be received by the CMAW Fund not later than the fifteenth (15<sup>th</sup>) day of the month following that for which such payments are payable.
- 5.103**    (a)    The Union designated Plan Administrator shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.
- (b)    Notwithstanding Article 5.103(a), the Union designated Plan Administrator may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated and/or distributed.

**5.200    "Nil" Reports**

The Employer shall submit a "Nil" report if such Employer had employed no employees during the period for which payments would otherwise have been payable. The Employer shall not be required to submit a "Nil" report for a period in which no employees had been employed, if the Union has been notified, in writing, that such Employer is no longer in business.

**5.300    Delinquent Remittance**

- 5.301**    In the event the Employer fails to remit Employer contributions and employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.
- 5.302**    The Union shall advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

**5.400     Monthly Report to the Administrator**

The Union shall supply Employers with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports.

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**ARTICLE 6.000 – HOURS OF WORK AND OVERTIME**


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**6.100     Regular Hours**

**6.101**     Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.

**6.102**     The regular work week shall be between 8:00 am Monday and 4:30 pm Friday, and the regular work day shall be as per the following schedule:

Straight Time:	8:00 am to 12:00 noon	4.0 hours
Meal:	12:00 noon to 12:30 pm	0 hours
Straight Time	12:30 pm to 4:30 pm	4.0 hours
Total Straight Time Hours:		8.0 hours

**6.103     Starting and Stopping Times**

Notwithstanding any/all contrary provisions of this Agreement:

- (a) This Article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.
  - (i) The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.
  - (ii) The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of Union members employed on such project. If the starting and stopping time is varied by more than (1) hour, the Union shall retain the right to revoke the Union members employed on such project once over the duration of the project.
  - (iii) The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b) The starting time of the employees shall be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

**6.104     Notice of Termination**

The Employer shall provide an employee with one (1) hour's notice of termination, or one (1) hour's pay in lieu thereof. The employee shall use such notice to gather their personal tools and prepare such tools for the next project.

**6.200     Overtime Hours**

Overtime work shall be voluntary, and no employee shall be discriminated against for refusal to work overtime hours.

**6.201** All overtime, including Saturdays, Sundays and Statutory holidays, shall be paid at time and one half (1.5x), double time (2.0x) after twelve (12) hours.

**6.202** A minimum break of eight (8) hours shall be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

**6.300 Compressed Work Week**

A compressed work week may be established by the Employer with the mutual agreement of the Union. Alternatively, the Employer may establish a compressed work week without the mutual agreement of the Union if requested to do so by the project client. The Employer shall notify the Union, in writing, upon receiving such a request. The terms and conditions of such compressed work week shall supersede any contrary provisions of this Agreement.

**6.301 Hours of Work**

- (a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week night shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) The scheduled start time of the shift may be varied in accordance with Article 6.103.

**6.302 Overtime**

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

- (a) The first twelve (12) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) All overtime, including Saturdays, Sundays and Statutory holidays, shall be paid at time and one half (1.5x), double time (2.0x) after twelve (12) hours.

**6.303 Statutory Holidays**

All statutory holidays which occur during a compressed (or alternate) work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.).

**6.400 Shifts**

**6.401 Scheduling of Shifts**

- (a) The Employer may schedule a night shift as required. It shall not be necessary for

there to be a day shift in order for there to be a night shift.

- (b) Where employees are requested to take a shift change, as much notice as possible will be given. If eight (8) hours notice is not provided then all regular hours worked on the first shift on the new schedule will be paid at time and one-half (1-1/2).

#### **6.402 Shift Premiums**

The Employer shall pay a shift premium to any Employee who is employed on a night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all employee classifications based on their percentage of the equivalent Journey person rate. Second and subsequent meal breaks shall not be considered hours worked.

Night Shift: The premium shall be two dollars (\$2.00) per hour worked on any shift which commences between 7:00 pm and 11:59 pm.

#### **6.500 Call-Out Time**

- 6.501** When an employee reports for work, unless previously advised there is no work available, they shall be entitled to two (2) hours pay at the appropriate day or shift rate. Should the employee start work or be required to wait at the jobsite, they shall be paid for hours worked or actual waiting time past the two (2) hours minimum.
- 6.502** Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which employees shall be required to work inside and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.
- 6.503** Notwithstanding Article 6.501 and/or Article 6.502, in the event an employee reports to work after the scheduled start time of their shift, and/or elects to leave work prior to the scheduled completion of their shift, such employee shall only be paid for actual hours worked.

#### **6.600 Rest Breaks**

- 6.601** Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) or nine (9) hour shift. A third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.
- 6.602** Only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been so advised prior to the completion of the previous days' shift.
- 6.603** Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

#### **6.700 Meal Breaks**

##### **6.701 Regularly Scheduled Shifts of Ten (10) Hours or Less**

One (1) meal break of one-half (½) hour shall be provided on all regularly scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

**6.702 Shifts in Excess of Ten (10) Hours**

Additional meal breaks are required on all shifts in excess of ten (10) hours. This applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to Appendix "B" (Letter of Interpretation Re: Meal Breaks) for details.

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**ARTICLE 7.000 – TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS**

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All out of town projects shall require a Pre-job to be completed with the Union. If changes to travel and accommodation are required and mutually agreed upon then the pre job shall take precedent over any language referring to travel and accommodation.

Initial and terminal travel amounts for all out-of-town projects shall be determined in the Pre-job. Initial and terminal travel amounts will be reviewed by the parties should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) Calendar days on the job or at lay-off. Terminal travel will be paid at lay-off. Employees who quit or are terminated for just cause prior to the entitlement payment of either the initial or terminal amounts are not entitled to any travel payments outstanding.

**7.100 Daily Travel Allowance****Daily Travel:**

On those projects that are located between forty-five (45) radius kilometers to one hundred and twenty (120) radius kilometers from Edmonton, Red Deer and/or Calgary City Hall(s) or other Hiring Hall locations, the Company shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

Alternatively, the Company shall pay to each employee a transportation cost at the CRA maximum allowable per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) radius kilometer free zone to the project and return. The transportation cost will be reviewed by the parties should there be general increases or reductions in the reference agreements.

**Accommodation Allowance:**

Subsistence will be paid, or camp provided on projects which are more than one hundred and twenty (120) radius kilometers from the city Hall(s) of Edmonton, Red Deer and Calgary or other Hiring Hall locations.

Option 1: Subsistence will be paid at a rate of one hundred and eighty-five dollars (\$185.00) per day worked or reported for/ or

Option 2: Employer provides room and eighty-five dollars per diem (\$85.00) per day worked or reported for work.

It shall be the employee's choice of option 1 or option 2 as stated above.

On sites which are four hundred and seventy-five (475) radius kilometers plus as noted above, subsistence will be paid on a seven (7) day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the Employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the



day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the City Hall(s) of Edmonton, Red Deer and Calgary, or other hiring hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e., receipt or registration verification).

**7.200** On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments pursuant to Article 7.100 a) if they reside outside a forty-five (45) radius kilometer free zone around the project.

**7.300** On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return according to the CRA maximum allowable.

**7.400 Termination of Employment**

In the event an employee voluntarily terminates their own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the employee's final pay cheque.

**7.500 Marshalling Points**

**7.501** On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of thirty (30) minutes.

**7.502** Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of return to that point on conclusion of work, excluding the meal period where applicable, shall be paid at the applicable straight time or overtime hourly wage rate.

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**ARTICLE 8.000 – HIRING AND MOBILITY OF WORKFORCE**

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The interpretation and application of these provisions shall be consistently applied by the various Union representatives in each and every Local throughout the province. Past practice shall be superseded by the terms of this Agreement unless otherwise mutually agreed, in writing, by the Union and the Employer.

**8.100 General Provisions**

**8.101** The term "project Local" as used within Article 8.000 shall be defined as the Local in whose jurisdiction the project is located.

**8.102** The term "transfer" as used within Article 8.000 shall not be misconstrued to mean the transfer of Union membership from one (1) Local to another.

**8.103** Notwithstanding any/all contrary provisions of Article 8.000:

- (a)** The Employer may not transfer an employee from their home Local to another Local unless the employee's home Local is an affiliate member in good standing of the Union.
- (b)** There shall also be no restrictions/limitations on the Employer's right to transfer employees from one (1) project to another throughout the province. When a non local

resident employee is transferred between two (2) out-of-town projects, such employee shall be paid the required initial and terminal travel allowance in accordance with Article 7.100, plus an additional travel allowance payable from the point of the first project to the point of the second project. The "per road kilometre" rate for the additional travel allowance shall be the same as the applicable initial and terminal allowance rate. The initial travel allowance shall be payable from point of dispatch to the point of the first project, while the terminal travel allowance shall be paid from the point of the second project back to the point of dispatch.

#### **8.200 Exempt Employees**

- 8.201** Whereas the parties agree that generous mobility is required during the initial terms of this agreement, the Employer may:
- (a) transfer to the project up to one half (1/2) of the required workers currently on the employer's payroll, regardless of the home local of such employees, or
  - (b) name request a maximum of one half (1/2) of required workers from any local which is an affiliate member in good standing of the Union, or
  - (c) Utilize a combination of transfers or name requests to a maximum of one half (1/2) employees and/or members, and employ such employees and/or members on the project for the duration of the project.
- 8.202** The Employer has the right to rehire any Employee who worked for the Employer in the previous twelve (12) months.

#### **8.300 Inability of Local to Fulfill Dispatch Request**

Notwithstanding Articles 8.200, if the project Local is unable to dispatch employees within twenty-four (24) hours of the project Local's receipt of the Employer's dispatch request, the Employer may proceed as follows, but only to the extent that doing so is necessary to fulfill the Employer's dispatch request.

- 8.301** Transfer to the project any remaining employees currently on the Employer's payroll, regardless of the home Local of such employees,
- 8.302** Choose to obtain employees elsewhere, provided that any such individuals become Union members within two (2) weeks of date of hire and remain Union members as a condition of continuing employment, and/or
- 8.303** Request the project Local to dispatch any required employees from another Local which is an affiliate member in good standing of the Union. When making such a request, the Employer shall retain the right to choose the order in which such other Local(s) are contacted. The intent of the parties is to minimize the cost to the Employer for initial and terminal travel.

#### **8.400 Differentiation of Employee Classifications**

The project Local shall not make any attempt to dispatch an employee of a different employee classification (i.e. Certified Journeyperson, Apprentice, Unticketed Insulator, Material Handler/Pre-Apprentice) than was requested by the Employer. In particular, the project Local shall not make any attempt to restrict or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.405(a).

#### **8.500 Reduction in Project Crew**

**8.501** The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.

**8.502** When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards and resident members of the project Local. Such preference shall not supersede the right to continued employment which applies to exempt employees employed on the project in accordance with Article 8.200.

**8.600 Rehiring of Injured Employees**

The Employer shall give preference of re-employment to an injured employee when such employee is able to return to work, provided sufficient work is available.

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**ARTICLE 9.000 – JOB STEWARDS AND UNION REPRESENTATIVES**

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**9.100 Job Stewards**

**9.101** The Union shall notify the Employer of the appointment of all Job Stewards.

**9.102** Job Stewards shall be recognized on all projects and shall not be discriminated against.

**9.103** The Employer shall provide a Job Steward with sufficient time to carry out his duties.

**9.104** Refer also to Article 8.502 regarding preference for continued employment of Job Stewards.

**9.105** Job Stewards will be paid a premium of \$1.50 per hour on major projects only. Major projects shall be defined as lasting 3 or more.

**9.200 Union Representatives**

Union Representatives shall have access to all projects governed by this Agreement, after first notifying the Employer, however in no way shall such Representatives interfere with employees during working hours unless permission is granted.

**9.300 Leave of Absence**

**9.301** The Employer shall grant a non-paid leave of absence to an employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

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

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**ARTICLE 10.000 – HEALTH AND SAFETY**

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**10.100 Safety Equipment**

**10.101** The employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear.

The Employer shall provide, at no cost to the employee, safety headgear and all other items of personal protective equipment required pursuant to WCB/Occupational Health & Safety (OH&S) - Alberta regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an employee's pay cheque if such equipment is not returned.

- 10.102** All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee refuse to work in conditions or use equipment that do not meet prescribed safety standards or regulations.

**10.200 Accident Prevention Regulations**

- 10.201** The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Workers Compensation Act* and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.

- 10.202** Any refusal by an employee to abide by known Workers' Compensation Board – Alberta (WCB-Alberta)/OH&S regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.

- 10.203** Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

**10.300 Project Inspections**

The Job Steward, or where there is a safety committee, a Union representative of such committee, shall accompany the WCB/OH&S - Alberta Inspector on all project inspections.

**10.400 Injured or Sick Employees**

- 10.401** The Employer shall cover all transportation costs not otherwise covered by WCB/OH&S - Alberta for any employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing shall also apply for any employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WCB/OH&S - Alberta, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.

- 10.402** If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Occupational First Aid Attendant recommends rest until the next day, then the injured employee shall be paid for the full shift.

- 10.403** Refer also to Article 8.600 and Article 11.502.

**10.500 Drug and Alcohol Testing**

The parties agree that a drug and alcohol policy will be in effect in accordance with the provisions of the "Canadian Model for Providing a Safe Workplace" as the same may be amended from time to time. In the event that a work site owner or contractor has a policy that the Employer is required to follow in order to work on that site, the Employee will be bound by that work site policy in addition to this policy, and in the event of conflict, the work site policy will prevail. Specifically, if the work site

policy requires access testing, random testing or incident testing, then both the Employer and the Employee shall be bound to cooperate in that testing regime.

**10.600 Fitness for Work**

It is the Employee's obligation to report fit for work on each and every shift. Fit for work means free from impairment by drugs, alcohol, or fatigue. The Employee shall also report to work physically fit in sufficient measure so as to be able to satisfactorily perform the customary duties and obligations of the employee's trade.

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**ARTICLE 11.000 – WORKING CONDITIONS**

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**11.100 Harassment and Discrimination**

Employees shall have the right to work in an environment free from harassment. In addition, the Parties agree that discrimination under the prohibited grounds of the Alberta *Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

**11.200 Project Facilities**

**11.201 Toilets**

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fibreglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every fifteen (15) building tradespersons on a project.

**11.202 Drinking Water**

Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets shall also be supplied.

**11.203 Telephone Access**

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

**11.204 Clean Up Facilities**

The Employer shall provide clean up facilities, hand cleaner and paper towels.

**11.300 Lockup**

**11.301** A lockup shall be provided for employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room, and as a lunch room.

**11.302** Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of fifteen (15) square feet per employee.

**11.303** Each lockup shall have venting with adequate lighting and provision for continuous heat

twenty-four (24) hours a day.

- 11.304** The Employer shall be responsible for having lockups cleaned out daily and kept clear of building material and other construction paraphernalia.

**11.400 Vehicles**

No employee shall be permitted to use their own motor vehicle in a manner which is unfair to other employees or contrary to the best interests of the Union.

**11.500 Tools, Equipment and Protective Clothing**

- 11.501** The tools of an employee starting a new job shall be in good condition and shall be kept so on the Employer's time.

- 11.502** The cost of transporting an employee's tools shall be paid by the Employer. Although employees will normally take their tools with them, when the Employer makes other arrangements for transporting an employee's tools such employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick employee to the employee's point of dispatch.

- 11.503** If the following tools or equipment - ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.

- 11.504** In the event an employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

**11.600 Insurance**

An employee shall submit an inventory of their tools and working apparel on the project to the Employer upon request, and the Employer shall replace an employee's tools and working apparel they are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.

**11.700 Cell Phone Apps**

No employee shall be required to install any app on their personal phone as a condition of employment.

**11.800 Pregnancy and Parental Leave**

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

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**ARTICLE 12.000 – JOINT LABOUR/MANAGEMENT MEETINGS**

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The parties may meet to address issues of mutual interest and importance. Such meetings shall be scheduled on an "as needed basis". Any proposed changes to this Agreement which are mutually agreed to by the parties at such meetings shall be in writing, but shall not be implemented until such changes are duly ratified by the parties.

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**ARTICLE 13.000 – JOINT RECOVERY PROGRAM**

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**13.100 Process**

- 13.101** The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project.
- 13.102** The Joint Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost or decreases the Employer's flexibility with respect to any term of this Agreement.

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**ARTICLE 14.000 – GRIEVANCE PROCEDURE**

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**14.100 Definitions**

- 14.101** A grievance shall be defined as any difference between the parties to this Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.
- 14.102** The two (2) parties to any grievance shall be the Union and the respective signatory Employer.

**14.200 Time Limits**

No grievance shall be entertained by either party or an arbitrator unless instituted by the aggrieved party within thirty (30) calendar days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (15) calendar days of its occurrence. An occurrence shall be each day an alleged violation continues. (The foregoing time limits do not apply to wage claims.)

**14.300 Procedure****14.301 Step 1**

The Job Steward or Union Representative shall first discuss the grievance with the Foreperson or project superintendent, and if they agree their decision shall be final. An Employer shall first discuss the grievance with the Union Representative.

**14.302 Step 2**

Failing settlement within two (2) business days of a grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree their decision shall be final.

**14.303 Step 3**

If the grievance is not resolved pursuant to Step 2 within ten (10) business days of being set out in writing and delivered to the other party, the grievance shall be referred to arbitration by a single Arbitrator. The parties shall be free to mutually agree on a single Arbitrator. If the parties do not agree, the Board will appoint a single Arbitrator.

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**ARTICLE 15.000 – MANAGEMENT RIGHTS**

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The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement or in applicable federal or provincial legislation.

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**ARTICLE 16.000 – SAVINGS CLAUSE**

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- 16.100** In the event that any clause, section or article of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 16.200** In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.
- 16.300** In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 14.000.

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**ARTICLE 17.000 – “CLEAN UP” OF AGREEMENT**

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During the preparation of this Agreement, mutually agreed upon adjustments were made to format and language in order to address/delete redundant provisions, vague language, logic, consistency, and grammar. The parties have agreed to the resulting changes and provisions.



**SIGNATURE OF PARTIES**

Dated this 8 day of Sept., 2023.

Signed on behalf of the Employer:

**ECKO INSULATIONS LTD**

"Signature on File"

Ernest Ortiz, President

"Signature on File"

Deborah Ortiz, Director

Signed on behalf of the Union:

**CONSTRUCTION, MAINTENANCE AND  
ALLIED WORKERS CANADA**

"Signature on File"

Chris Wasilenchuk, President

"Signature on File"

Blair Rawlings, Secretary Treasurer

**SCHEDULE "A1.1"**  
**INSULATORS****MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective September 01, 2023

Schedule "A1.1" shall apply to all industrial projects which are located inside the Province of Alberta.

Employee Classifications	%	Base Rate	VP/SHP (10%)	Employer Contributions					Total Package
				CMAW Benefits	CWAW Pension Plan	CMAW Admin Fund	CMAW Training Fund	Member Assistance Fund	
Base Rates		44.82	0.10	2.70	2.28	0.19	0.15	0.05	
<b>Journey person</b>									
General Foreperson (GF)	120%	53.78	5.38	2.70	2.28	0.19	0.15	0.05	64.53
Foreperson (FP)	115%	51.54	5.15	2.70	2.28	0.19	0.15	0.05	62.06
<b>Certified Journey person (CJP)</b>	<b>100%</b>	<b>44.82</b>	<b>4.48</b>	<b>2.70</b>	<b>2.28</b>	<b>0.19</b>	<b>0.15</b>	<b>0.05</b>	<b>54.67</b>
<b>Apprentice Carpenter</b>									
4th Term (4th)	90%	40.34	4.03	2.70	2.28	0.19	0.15	0.05	49.74
3rd Term (3rd)	80%	35.86	3.59	2.70	2.28	0.19	0.15	0.05	44.82
2nd Term (2nd)	65%	29.13	2.91	2.70	2.28	0.19	0.15	0.05	37.41
1st Term (1st)	55%	24.65	2.47	2.70	2.28	0.19	0.15	0.05	32.49
<b>Non Ticketed Journey person (9600 hours +)</b>	90%	40.34	4.03	2.70	2.28	0.19	0.15	0.05	49.74
<b>Material Handler/Pre-Apprentice (MH/PA)</b>	55%	24.65	2.47	2.70	0.00	0.19	0.15	0.05	30.21

**Employee Deductions and Employer Contributions per hour on hours "WORKED"**

Hourly Dues to CMAW

\$0.89

Local Union Check Off

Refer to Article 4.702

**SCHEDULE "B1.1"**  
**INSULATORS**
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective September 01, 2023

Schedule "B1.1" shall apply to all industrial projects which are located inside the Province of Alberta.

		Employee Classifications								
		<<< Apprentice Carpenters >>>								
<u>Employer Contributions:</u>		GF	FP	CJP	4th	3rd	2nd	1st	NTJP	MH/PA
CMAW Benefits	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70
CMAW Target Pension Plan	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	0.00
CMAW Admin Fund	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19
CMAW Training Fund	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Member Assistance Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
<b>*Total Employer Contributions</b>	<b>5.37</b>	<b>5.37</b>	<b>5.37</b>	<b>5.37</b>	<b>5.37</b>	<b>5.37</b>	<b>5.37</b>	<b>5.37</b>	<b>5.37</b>	<b>3.09</b>
<u>Employee Deductions:</u>										
Field Dues	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Local Union Check Off		Refer to Article 4.702								
<b>*Total Employee Deductions</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>	<b>0.89</b>
<b>Total Hourly Remittance to CWF</b>	<b>ST</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>3.98</b>
	<b>1.5x OT</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>3.98</b>
	<b>2x OT</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>6.26</b>	<b>3.98</b>
<b>Total Hourly Remittance to Other Locals</b>	<b>ST</b>	Refer to Article 4.702								
	<b>1.5x OT</b>									

\*All Employer Contributions and Employee Deductions shall be calculated on the basis of hours "WORKED"



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**APPENDIX “A”**  
**SCHEDULE OF STATUTORY HOLIDAYS**


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The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

**2023**

<b><u>Statutory Holiday</u></b>	<b><u>Actual Date</u></b>	<b><u>Observed Date</u></b>
New Year's Day	Sunday, January 1	Monday, January 2
Family Day	Monday, February 20	Monday, February 20
Good Friday	Friday, April 7	Friday, April 7
Victoria Day	Monday, May 22	Monday, May 22
Canada Day	Saturday, July 1	Monday, July 3
Heritage Day	Monday, August 7	Monday, August 7
Labour Day	Monday, September 4	Monday, September 4
National Day for Truth and Reconciliation	Saturday, September 30	Monday, October 2
Thanksgiving Day	Monday, October 9	Monday, October 9
Remembrance Day	Saturday, November 11	Monday, November 13
Christmas Day	Monday, December 25	Monday, December 25
Boxing Day	Tuesday, December 26	Tuesday, December 26

**2024**

<b><u>Statutory Holiday</u></b>	<b><u>Actual Date</u></b>	<b><u>Observed Date</u></b>
New Year's Day	Monday, January 1	Monday, January 1
Family Day	Monday, February 19	Monday, February 19
Good Friday	Friday, March 29	Friday, March 29
Victoria Day	Monday, May 20	Monday, May 20
Canada Day	Monday, July 1	Monday, July 1
Heritage Day	Monday, August 5	Monday, August 5
Labour Day	Monday, September 2	Monday, September 2
National Day for Truth and Reconciliation	Monday, September 30	Monday, September 30
Thanksgiving Day	Monday, October 14	Monday, October 14
Remembrance Day	Monday, November 11	Monday, November 11
Christmas Day	Wednesday, December 25	Wednesday, December 25
Boxing Day	Thursday, December 26	Thursday, December 26

**2025****Statutory Holiday****Actual Date****Observed Date**

New Year's Day	Wednesday, January 1	Wednesday, January 1
Family Day	Monday, February 17	Monday, February 17
Good Friday	Friday, April 18	Friday, April 18
Easter Monday	Monday, April 21	Monday, April 21
Victoria Day	Monday, May 19	Monday, May 19
Canada Day	Tuesday, July 1	Tuesday, July 1
Heritage Day	Monday, August 4	Monday, August 4
Labour Day	Monday, September 1	Monday, September 1
National Day for Truth and Reconciliation	Tuesday, September 30	Tuesday, September 30
Thanksgiving Day	Monday, October 13	Monday, October 13
Remembrance Day	Tuesday, November 11	Tuesday, November 11
Christmas Day	Thursday, December 25	Thursday, December 25
Boxing Day	Friday, December 26	Friday, December 26

**2026****Statutory Holiday****Actual Date****Observed Date**

New Year's Day	Thursday, January 1	Thursday, January 1
Family Day	Monday, February 16	Monday, February 16
Good Friday	Friday, April 3	Friday, April 3
Easter Monday	Monday, April 6	Monday, April 6
Victoria Day	Monday, May 18	Monday, May 18
Canada Day	Wednesday, July 1	Wednesday, July 1
Heritage Day	Monday, August 3	Monday, August 3
Labour Day	Monday, September 7	Monday, September 7
National Day for Truth and Reconciliation	Wednesday, September 30	Wednesday, September 30
Thanksgiving Day	Monday, October 12	Monday, October 12
Remembrance Day	Wednesday, November 11	Wednesday, November 11
Christmas Day	Friday, December 25	Friday, December 25
Boxing Day	Saturday, December 26	Monday, December 28

**APPENDIX "B"****LETTER OF INTERPRETATION RE: MEAL BREAKS**

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The following terms and conditions shall supersede any contrary application or interpretation of the CMAW Craft Insulators Standard Industrial Agreement. In particular, the parties agree that the provisions of this Letter of Interpretation are applicable only on shifts in excess of ten (10) hours.

Where mutual agreement is referenced within this Letter of Interpretation, the voluntary consent of the majority of employees on a crew shall be required in order for such agreement to have been achieved.

**A. Shifts in Excess of Ten (10) Hours**

The parties agree that shifts in excess of ten (10) hours occur as a result of either a "Scheduled Shift" or an "Unscheduled Overtime Shift". Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Interpretation.

**1. Scheduled Shifts**

When an employee commences work on a shift in excess of ten (10) hours and such employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be eleven (11) hours and the employee only works eleven (11) hours.

**2. Unscheduled Overtime Shifts**

- a. When an employee commences work on a shift in excess of ten (10) hours but such employee ultimately works more than the originally scheduled hours, such a shift would be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eleven (11) hours but the employee ultimately works twelve (12) hours.
- b. When an employee commences work on a shift of ten (10) hours or less but such employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours but the employee ultimately works eleven (11) hours.

**B. Objective**

The objective of this Letter of Interpretation is to address the practical differences between providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

**C. Paid Meal Breaks and Hot Meals**

The second, third and any subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. In the event that a hot meal is not supplied, the Employer shall pay a seventeen dollar (\$17.00), or the amount specified by CRA as reasonable for an overtime meal allowance, meal allowance to each affected employee in lieu thereof.

**D. Meal Breaks on Scheduled Shifts****1. Scheduled Shifts In Excess of Ten (10) Hours**

Two (2) meal breaks of one-half ( $\frac{1}{2}$ ) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including twelve (12) hours.

## APPENDIX "B"

cont'd

## LETTER OF INTERPRETATION RE: MEAL BREAKS

- a. The first one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the one-third ( $\frac{1}{3}$ ) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the two-thirds ( $\frac{2}{3}$ ) point of the shift and shall not be considered as time worked/earned.
- c. **Example - Scheduled Shift of Twelve (12) Hours**

4.0 hours	8:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
4.0 hours	12:30 pm to 4:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	4:30 pm to 5:00 pm	second meal break (payable at straight time)
4.0 hours	5:00 pm to 9:00 pm	work (straight time or overtime as the day/shift warrants)

## 2. Scheduled Shifts in Excess of Twelve (12) Hours

Three (3) meal breaks of one-half ( $\frac{1}{2}$ ) hour each shall be provided on all Scheduled Shifts in excess of twelve (12) hours, up to and including sixteen (16) hours.

- a. The first one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the one-quarter ( $\frac{1}{4}$ ) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the one-half ( $\frac{1}{2}$ ) point of the shift and shall not be considered as time worked/earned.
- c. The third one-half ( $\frac{1}{2}$ ) hour meal break shall be scheduled as near as is practical to the three-quarters ( $\frac{3}{4}$ ) point of the shift and shall not be considered as time worked/earned.
- d. **Example - Scheduled Shift of Fourteen (14) Hours**

3.5 hours	8:00 am to 11:30 am	work (straight time or overtime as the day/shift warrants)
0.5 hours	11:30 am to 12:00 noon	first meal break (not paid)
3.5 hours	12:00 noon to 3:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm	second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm	third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:30 pm	work (overtime as the day/shift warrants)

## E. Meal Breaks on Unscheduled Overtime Shifts

The parties acknowledge that it is the "unscheduled" nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

### Option #1 - Early Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of twelve (12) hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original shift was a nine (9) hour or ten (10) hour shift.

## APPENDIX "B"

cont'd

## LETTER OF INTERPRETATION RE: MEAL BREAKS

**Option #2 - Late Decision to Work Unscheduled Overtime**

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

**a. Default Provision**

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

**b. Flexible Provision**

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected employees in order to determine if a majority of the crew wishes to delay the second meal break until after the one-half (½) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

5.0 hours	7:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
5.0 hours	12:30 pm to 5:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	5:30 pm to 6:00 pm	work (overtime)
0.5 hours	6:00 pm to 6:30 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for employees to depart for home at 6:00 pm, and be paid the meal allowance in lieu of the hot meal.