CEWA grieves after warehouse worker in Nisku, Alta. terminated in mass job cuts

AFTER a series of challenging years for ATCO Electric in Alberta, the company began to lay off hundreds of workers in 2015.

But on Sept. 23, Christina Henderson was terminated from her position as senior warehouseman in Nisku, Alta. — despite being one of the most senior of 11 fellow employees. She was originally hired on Oct. 31, 2007.

According to the grievance letter, filed by the Canadian Energy Workers’ Association (CEWA) union on Oct. 28, Henderson felt that “as the only female in the warehouse and of the third most seniority, I was dismissed.”

The grievance letter states that Henderson was “incredibly embarrassed and ashamed when I was forced to walk out after being dismissed in front of coworkers, rather than being accompanied in a private manner while the supervisor of Nisku and Jean Loitz, director of corporate services] sat at the end of the hall talking and laughing. It’s apparent that there was no intention or necessary measures taken for the dignified exit of female employees.”

see Arbitration > pg. 7

Employer switches contractors mid-job due to pace of work

WHEN a job to build a firewall ran into difficulties, the employer made the decision to switch contractors, triggering a policy grievance.

Aecon Construction Group was the main contractor at a K+S Potash Canada job site in 2016 when it sub-contracted a fire-stopping wall job to Kaefer Industrial Services, which had a collective agreement with the International Association of Heat and Frost Insulators and Allied Workers (HFI-AW), Local 119.

In January 2017, Aecon decided to switch contractors and cea

see No language > pg. 7

FIRE FIGHTING
City of Airdrie

Airdrie, Alta.
(71 firefighters, fire prevention officers) and the Airdrie Professional Firefighters Association, Local 4778

Shift premium: $1 per hour for each hour worked between 6 p.m. and 8 a.m. (not subject to overtime percentages).

see Collective agreements > pg. 3

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Website: irc.queensu.ca
B.C. municipal workers vote to strike

COLDSTREAM, B.C. — Members of the Canadian Union of Public Employees (CUPE), Local 626 working for the District of Coldstream in Coldstream, B.C. voted 96 per cent in favour of taking job action in a strike vote held on Sept. 20.

“This is not an action we take lightly. We’ve been working to resolve this issue at the bargaining table but are facing demands we simply cannot accept,” says Bryce de Dood, CUPE 626 president.

The parties began bargaining in May and made substantial progress in six full days of negotiations. Talks broke down in August with the employer seeking a wage settlement lower than the provincial average for surrounding communities and ing a wage settlement lower than proposed by the employer without being forced to withdraw our services. A strike would disrupt the vital services that our members provide to the 165,000 residents in Greater Sudbury as well as the districts of Sudbury and Manitoulin,” says Vicki McKenna, ONA president.

The contract for these nurses — who provide a wide range of services for about 165,000 residents — expired last March, says McKenna.

ONA expects this employer to negotiate a fair collective agreement that values the care nurses provide to their community,” says McKenna. “No nurse ever wants to be forced to withdraw services, and we believe this employer does not wish to see services withdrawn either. The community’s health and wellness is too important, and we hope to see respectful and productive conciliation tomorrow.”

JLM Supply workers in Edmonton join UFCW

EDMONTON — Warehouse workers at JLM Supply in Edmonton joined the United Food and Commercial Workers (UFCW) Canada, Local 401 on Sept. 20 after voting to join the union. The main reasons these workers chose to create a union was to fix job security and improve worker safety,” says Saba Mossagizi, UFCW 401 union organizer.

The new members work with gaskets, valves, strainiers, swivel joints, bolting and other products and perform physically demanding work that involves shipping, receiving and welding-fabrication, says the union.

“We will be commencing bargaining within 30 days and have agreed to start the process of first contract arbitration within 90 days if necessary,” says Chris O’Halloran, director of organizing at Local 401.

The first contract arbitration process is a new, fast-paced approach to bargaining first-contracts in Alberta that involves high levels of member engagement, says the union. Members expect to see surveys and gauge their wants and expectations. The union will also be looking for members to join the health and safety committee and take up rolls as union stewards, says UFCW.
Paid holidays: 12 days. Banked holiday time accrued and not scheduled for use by end of year will be paid out in pay period 24. Maximum 24 hours earned for Christmas Day and Boxing Day can be carried over for use in coming year. 

Vacations with pay: For suppression staff: 2 weeks or 6.6% to start, 3 weeks or 6.6% after 5 years, 3 weeks or 8.8% after 6 years, 3 weeks or 11% after 13 years, 3 weeks or 13.2% after 24 years. For non-suppression staff: 2 weeks or 6% to start, 3 weeks or 6% after 5 years, 3 weeks or 8% after 6 years, 3 weeks or 10% after 13 years, 3 weeks or 13.2% after 24 years. Employees may carry- 

years, 3 weeks or 13.2% after 24 years, 3 weeks or 6% after 3 years, 4 weeks or 5 years, 3 weeks or 8.8% after 10 years, 5 weeks or 10% after 15 years, 5 weeks or 12 after 18 years. 

Overtime: Time and one-half for all work in excess of scheduled regular hours. May be banked. Double time for all hours worked in excess of regular scheduled hours on statutory holiday. 

Meal allowance: Employer will make provisions for supplying refreshments to firefighters on duty at incident or to those who have worked overtime for more than 3 hours or to firefighters who are called back and required to stand by for more than 3 hours and which occurs over normal meal time. 

Sick leave: 12 hours per month, maximum accrual of 144 hours per year for firefighter; 8 hours per month, maximum accrual of 86 hours per year for non-suppression staff. 

Pension: Employer will support participation in supplementary pension plan, which will be in addition to Local Authorities Pension Plan. Employer will contribute 3%, employee will contribute 2.5%. 

Bereavement leave: 48 hours for death of relative (current spouse, son, daughter, ward, brother, sister, parent, parent of spouse or significant other, grandson, granddaughter, grandparent, son-in-law, daughter-in-law, grandparent of spouse or significant other, related dependant of employee living in household of employee). 12 hours for death of non-relative. Extension of maximum 24 hours may be granted for travel in excess of 300 kilometres (1 way). 

Seniority – recall rights: 12 months for layoff; 24 months for absence due to illness, disability, injury. 

Call-in pay: Minimum 2 hours’ pay at double time. Pay will commence from time of page-out. 

Probationary period: First year worked. 

 Discipline: Sunset clause is 2 years. 

Uniforms/clothing: Employer will provide firefighters with required seasonal uniform issue, personal protective clothing, specialized clothing and gear. 

Sample rates of annual pay (current, after 4% increase): 

- Platoon chief 135%: $136,962.51 rising 2 steps to $142,495.79 
- Captain 122%: $123,773.52 rising 2 steps to $128,773.97 
- Senior firefighter 103.5%: $105,004.59 rising 2 steps to $109,246.77 
- First-class firefighter 100%: $101,453.71 rising 2 steps to $105,552.44 
- Firefighter second-class 92.5%: $93,844.68 rising 2 steps to $97,6360 
- Firefighter third-class 84.5%: $85,728.38 rising 2 steps to $89,191.81 
- Firefighter probationary 74.6%: $75,684.47 rising 2 steps to $78,742.12 
- Fire prevention officers 
  - FPO level 3 122%: $123,773.52 rising 2 steps to $128,773.97 
  - FPO level 2 112%: $113,628.15 rising 2 steps to $118,218.73 
  - FPO level 1 106%: $107,540.93 rising 2 steps to $111,885.58 

Editor’s notes: On-call: $2 per hour; defined as preplanned emergency response scheduling. Line-of-duty death: Employer agrees to contribute maximum $5,000 towards costs incurred to provide full honours line-of-duty death ceremonial service for active firefighter whose death has been attributed to work they perform on behalf of employer and ruled as compensable by WCB (Workers Compensation Board of Alberta). Service pay: $600 after 10 years of service; $800 after 15 years of service; $1,200 after 20 years of service; $1,400 after 30 years of service. 

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H.M. Trimble and Sons (1983) 

Alberta/British Columbia/Saskatchewan/Yukon/Alaska (160 drivers) and the International Union of Operating Engineers (IUOE), Local 115 


Shift premium: $0.75 per hour (previously $0.50 per hour) for night shift on all straight-time hours. $5 per hour for drivers who carry out additional and various duties of training of personnel and for specific training which does not run over entire trip. $0.01 per mile on 7-axle and $0.015 per mile on 8-axle for all loaded miles between Hope and Trail, Castlegar or Rossland via Hope-Princeton Highway. 

Paid holidays: 10 days. 

Vacations with pay: 2 weeks or 4% after 1 year, 3 weeks or 6% after 3 years, 4 weeks or 8% after 10 years, 5 weeks or 10% after 15 years, 5 weeks or 12 after 18 years. 

Overtime: Time and one-half for all work after 9 or 10 hours per day. Time and one-half for all work after 60 hours per week in Dawson Creek branch. Time and one-half for sleeper operations for all productive hours in excess of 20 productive hours in each 24-hour period (maximum of 4 hours will be paid per 24-hour period). 

Meal allowance: $40 for breakdowns longer than 24 hours. 

Medical benefits: Employer pays 50% of premiums, employer pays 100% of premiums for provincial medical services plan premiums. 

Dental: Employer pays 50% of premiums, employee pays 50% of premiums. 

Vision: Employer pays 50% of premiums, employee pays 50% of premiums. 

STD: Employer pays 50% of premiums, employee pays 50% of premiums. 

LTD: Employer pays 50% of premiums, employee pays 50% of premiums. 

AD&D: Employer pays 50% of premiums, employer pays 50% of premiums. 

Life insurance: Employer pays 50% of premiums, employee pays 50% of premiums. 

Uniforms/clothing: Employer will provide firefighters with specialized clothing and gear. 

Sample rates of hourly pay (current, after 4% increase): 

Area 1 and 2 

- 5 axles/6 axles/8 axles: $26.01 rising 2 steps to $27.06
Editor’s notes: Expenses: $40 per day for meals; hotel room supplied by employer; pay for all hours spent on training at regular work-time rate; pay at regular rate for travel time when attending training out-of-branch or travelling to out-of-town branch, when employee attend training or work out of another branch. Hearing protection: Employer will provide 1 set of moulded ear plugs every 2 years and will supply annual hearing tests upon request. Years of service: 3% of gross earnings to be paid on each pay after 1 year; 5% of gross earnings to be paid on each pay after 3 years; 7% of gross earnings to be paid on each pay after 5 years of service (premium will not apply to drivers hired after Nov. 1, 2016 or where letter of understanding exists). 2% quarterly gross earnings bonus will be added to hourly rate effective April 1, 2018 for drivers with greater than 5 years of experience as of Dec. 11, 2016 for Kamloops, Dawson Creek drivers.
Vacations with pay:
1 day per
11 days.
10 years of service
pointed. $0.65 per hour after

B-6 meat manager and bakery
manager Extra Foods
0 to 500: $18.10
501 to 1,000: $18.30
1,001 to 1,500: $18.50
1,501 to 2,000: $18.70
2,001 to 2,500: $18.95
2,501 to 3,000: $19.15
3,001 to 3,500: $19.40
3,501 to 4,000: $19.67
4,001 to 4,500: $19.80
4,501 to 5,000: $19.95

More than 1,561 to 2,080: $12.10
2,001 to 2,500: $17.35
3,001 to 3,500: $17.70
3,501 to 4,000: $17.95
4,001 to 4,500: $18.30

Over 4,500: $21.79 rising
4 steps to $22.29
B-8 head cashier Extra Foods
0 to 500: $15.10
501 to 1,000: $15.42
1,001 to 1,500: $15.64
1,501 to 2,000: $15.76
2,001 to 2,500: $16.08
2,501 to 3,000: $16.30
3,001 to 3,500: $16.52
3,501 to 4,000: $16.99
4,001 to 4,500: $17.46

Over 4,500: $21.79 rising
4 steps to $22.29

Editor’s notes: Training fund: Employer will contribute to $0.10 per hour into Manitoba Food and Commercial Workers, Local 832, Education and Training Trust Fund.

Core-Mark International

Calgary/Edmonton
(134 warehouse employees, drivers) and the United Food and Commercial Workers Canada Union, Local 401

Signed on Sept. 1, 2018.
Shift premium: $0.75 per hour shift for all hours worked between 3 p.m. and 8 a.m. as scheduled night-shift work.
$0.75 per hour for work between 3 p.m. to 8 a.m. $0.75 per hour to shippers/receivers/dry room/loaders for all hours worked. $1.25 per hour premium to employees assigned to freezer room. $0.75 per hour to lead-person for all time appointed. $0.65 per hour after 10 years of service
Paid holidays: 11 days.
Vacations with pay: 1 day per month, maximum 10 days, or 4% to start, 2 weeks or 4% after 1 year, 3 weeks or 6% after 8 years, 4 weeks or 8% after 16 years, 5 weeks or 10% after 16 years. All employees hired prior to March 10, 2019, who have completed 13 years of service, will receive $200 vacation bonus per year upon commencement of first week of vacation. All employees with 10 years of seniority will receive a paid holiday. All employees with 11 years of seniority will receive 1 additional paid holiday (2 days maximum in each vacation year going forward).

Overtime: Time and one-half for first 3 hours after 8 hours per day, 5 days per week or 10 hours per day, 4 days per week. Double time after 3 hours of overtime or on Saturday, Sunday. Minimum 4 hours when employee is called in for shift of overtime.

Medical benefits: After probationary period is done, employer pays 100% of premiums for coverage for employees of basic health insurance, extended health plan, dental plan, life insurance, accidental death and dismemberment, short-term disability insurance, vision-care insurance.

Sick leave: 10 hours (previously 8 hours) for 3 months of service, maximum 160 hours.

LTD: Employee pays 100% of premiums.

Pension: Employees may contribute maximum 10% to employer RRSP. Employer will match $0.50 for each dollar contributed on first 6% contributed.

Bereavement leave: For death in immediate family, employee will be granted leave of absence, with pay, to attend funeral or to attend to other arrangements, at time of bereavement, with consideration given to travel time. Length of such absence will be mutually agreed to (father, mother, legal dependant, sister, brother, spouse (including same-sex, common-law), child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, stepfather, stepmother).

Seniority – recall rights: 6 months.

Probationary period: 65 days worked or 6 months continuous service, whichever comes first.

Discipline: Sunset clause is 18 months; 24 months for reprimands of serious nature (relating to serious misconduct or workplace violence).

Safety shoes: $160 per year for CSA-approved safety boots (any unused funds left from purchase of safety boots may be used to purchase additional safety equipment).

Uniforms/clothing: Employer will provide, without cost to employee, all needed wearing apparel.

Sample rates of hourly pay (current, after 1$-per-hour increase):
Warehouse
12 months: $22.99 rising 3 steps to $23.99
36 months: $26.95 rising 3 steps to $27.95
Tier 2 (employees hired after June 22, 2009) Start: $21.15 rising 3 steps to $22.15
3 steps: $21.55 rising 3 steps to $22.55
12 months: $22.05 rising 3 steps to $23.05
24 months: $22.55 rising 3 steps to $23.55
36 months: $23.05 rising 3 steps to $24.05
48 months: $23.55 rising 3 steps to $24.55
60 months: $24.05 rising 3 steps to $25.05

Part-time (employees hired after June 22, 2009)
Start: $20.10 rising 3 steps to $21.10
3 months: $20.70 rising 3 steps to $21.70
12 months: $21.55 rising 3 steps to $22.55
Class 1 drivers
Start: $26.35 rising 3 steps to $27.35
3 months: $27.65 rising 3 steps to $28.65
12 months: $28 rising 3 steps to $29
36 months: $29 rising 3 steps to $30
48 months: $29.50 rising 3 steps to $30.50
60 months: $29.85 rising 3 steps to $30.85
Class 3/5 drivers
Start: $23.25 rising 3 steps to $24.25
36 months: $25.65 rising 3 steps to $26.65
48 months: $26.30 rising 3 steps to $27.30
60 months: $26.85 rising 3 steps to $27.85
Signing bonus: All employees on payroll at March 10, 2019

Editor’s notes: Licence suspensions: Driver may apply for leave of absence for duration of suspension of licence or driver may be assigned non-driving work in warehouse. Off-day meetings: Minimum of 4 hours’ pay at applicable rate when employee attends pre-scheduled meeting on day off. Per diems: Drivers away for 16 to 24 hours will be paid $20 for dinner; away for 24 to 30 hours will be paid $30 for dinner, breakfast; away for 30 to 36 hours will be paid $45 for dinner, breakfast, lunch; away for 36 to 42 hours will be paid $65 for dinner, breakfast, lunch (each per diem is paid out to each driver of team).

Motor Coach Industries
Winnipeg

Shift premium: $0.40 per hour for evening shift, $0.75 per hour for evening shift, $0.50 per hour when employee is appointed to act as team leader. $0.10 per hour when employee is designated as forklift operator. $0.05 per hour to employee for time worked in experimental department and special projects.
Paid holidays: 10 days, plus Terry Fox Day, 3 Christmas holidays between Boxing Day and New Year’s Day. Employees may request to take birthday off within 1 year following date of birthday by providing not less than 1 week’s notice (request will be granted and not unreasonably withheld subject to operational requirements).
Vacations with pay: Employees hired prior to March 22, 2002: Pro-rated, maximum 10 days or 4% to start, 10 days or 4% after 1 year, 15 days or 6% after 3 years, 20 days or 8% after 8 years, 25 days or 10% after 15 years, 30 days or 12% after 25 years, 35 days or 14% after 35 years. Employees hired after March 22, 2002: Pro-rated, maximum 10 days or 4% to start, 10 days or 4% after 1 year, 15 days or 6% after 5 years, 20 days or 8% after 15 years, 25 days or 10% after 25 years.
Overtime: Time and one-half for all work after number of hours for which employee was scheduled for that day and after 40 hours per week. Time and one-half for all work on general holiday, Saturday, Sunday, provided that days are not part of employee’s current schedule. Meal allowance: $10 should notice not be given at least 1 day in advance and when overtime work extends beyond 2 hours.
Medical benefits: Employer pays 80% of premiums, employee pays 20%.
Dental: Employer pays 100% of premiums for coverage of $1,625 (previously $1,575). Effective Feb. 1, 2020: $1,650. 80% coinsurance basis.
Vision: Coverage of $375 per family member (previously $350), once every 24 months (amount may include prescription eyewear, annual eye examinations).
Weekly indemnity: Employer pays 100% of premiums for coverage of 66 2/3% of weekly basic earnings, maximum 26 weeks. Additional 5 weeks’ coverage after employee has exhausted initial 26 weeks plus coverage afforded under Employment Insurance benefits.
Sick leave: 1 day per year, provided employee has worked minimum 1,600 regular hours per year, maximum 3 days of accumulation.
Life insurance: Employer pays 100% of premiums for coverage of $45,000.
Pension: Employed prior to March 22, 2002 are required to contribute 4% of earnings to existing pension plan. Employer will contribute 5.5% of earnings (previously 5%) for employees with less than 25 years of service. Employer will contribute 6.5% of earnings (previously 6%) for employees with less than 25 years of service. Employees hired after March 22, 2002 will be required to contribute 3% of earnings to existing pension plan; employer will also contribute 3% of earnings. Employer will contribute 7% of earnings for employees with 40 years of service.
Seniority – recall rights: 3 years for permanent employee on layoff.
Probationary period: 1,000 hours in 12-consecutive month period.
Discipline: Sunset clause is 12 months in which at least 1,600 regular hours must have been worked (employee not completing 1,600 hours within 12-month period will have period extended until 1,600 hours have been worked).
Safety shoes: $125 (previously $95) for safety boots once within 12-month period. Employees who normally work outside during winter months may purchase 1 pair of winter safety boots, in addition to above.
Uniforms/clothing: Employer will provide face shields, painter’s masks/respirators, welder’s leather aprons/welder’s leather jacket, welder’s sleeves, welder’s gloves, disposable coveralls, work gloves, chaps/spats, fall-protection harnesses, hearing protection or custom hearing protection (if prescribed by audiologist), welder’s speed glass helmets (over life of collective agreement). Employer will provide suitable safety glasses at no cost. Safety glasses lost or broken negligently will be replaced at employee’s cost. Safety glasses rendered useless in preventing an accident will be replaced at no cost to employee.
Sample rates of hourly pay (current, after increase):
Rate A (coach assembly associate, tooling and fixture associate): $18.02 rising 3 steps to $19.99.
Rate B (paint systems associate, primary mfg associate, welding associate, coach tech associate, maintenance systems associate, tooling and fixtures associate): $16.48 rising 3 steps to $18.68.

Editor’s notes: Safety glasses: Every 2 years, employer will pay, to employees who are required to wear prescription glasses, cost of prescription safety glasses when purchased in accordance with employer’s prescription safety eyewear program. Longevity premium: Employer will pay for years of service: $0.05 per hour after 5 years of service; $0.10 per hour after 10 years of service; $0.15 per hour after 15 years of service; $0.30 per hour after 20 years of service; $0.35 per hour after 25 years of service; $0.50 per hour after 30 years of service.
Seniority not determinative factor in dismissal: employer

to have this handled in a private manner.”
As well, according to Henderson, Loitz had continually singled her out in the past and decreased her workload and number of hours worked.

Henderson hadn’t received a negative review and she was the only warehouse employee to take courses to further her education so it was wrong of the employer to dismiss her, she testified.

The employer also posted a new employee to the warehouse, which “effectively added a permanent employee to Nisku through a back door, doing a job that I could have been doing. I believe this should be considered a breach of article 34 by management for my dismissal, and that I should be reinstated,” said Henderson in a note sent to the employer after her termination.

According to article 34, “if the company needs to reduce the workforce, it will invite employees from the job classes being reduced to volunteer for severance. The company will choose the employees to be terminated from the list of volunteers. If there are insufficient volunteers to meet the proposed reduction, the company may select additional employees to be terminated.”

However, Henderson was chosen for dismissal due to various reasons (for example, she had caused some friction with other employees and sometimes over-reached her boundaries with customers), according to Loitz. And the new employee hired at the Nisku location was not in the warehouse department but in the transmission classification, she said.

Seniority was only one factor in the decision but not the determinative one, said Loitz.

As well, Henderson was rude during the termination meeting and she swore at Loitz on the way out, said Loitz, which justified management’s consensus to end her employment with ATCO.

Arbitrator D.P. Jones (backed by fellow board member Roger Hofer and dissented by Mark Wells) found the grievance was not valid and dismissed it.

“Although [Henderson] perceived that she was targeted by Jean Loitz, both in her remarks at the termination meeting and in her evidence at the arbitration hearing, there is no evidence of any prior difficulty in the relationship between the two of them that would substantiate such a perception.”


No language restricting which company does what job

the work wasn’t progressing well enough, so it changed the subcontractor to the Lancaster Group of Companies, which had a collective agreement on the same site but with the Sheet Metal Workers union.

“I have heard a rumour about fire-stop work; can you confirm or deny that Aecon has taken the fire-stop away from Kaefer, and awarded it to Lancaster,” wrote Chuck Rudder, business manager for HFIAW, to Myles Bellefontaine, project manager for Kaefer.

“They have taken it away from us but who is doing the work I will have to follow up on. Considering we can’t keep up to our current work fronts, I didn’t make a great fuss about it,” replied Bellefontaine.

On Feb. 13, the union grieved the employer’s decision and requested “to be made whole, as if the work was performed by workers of Local 119,” according to the grievance letter.

It argued that the work retracted from Kaefer fell under the relevant collective agreement but when it was transferred to Lancaster, the contract was breached as the new company’s union was not the “sole collective bargaining agent for all employees falling within the jurisdiction of the union,” that was referred to in article 3 of the deal that ran from June 28, 2015 to April 30, 2017.

Aecon had the right to assign any work to any contractor and there were no restrictions on this power in the collective agreement, said the company.

The job was Kaefer’s to complete once it was assigned to it and fell under the one-job provision, said the HFIAW, which meant that the entire work had to be completed by Kaefer.

However, arbitrator William Hood disagreed and dismissed the grievance.

“Employers have the right to contract out work from members of the bargaining unit unless the right is prohibited or restricted by very specific language in the collective agreement. There is no language, let alone specific language, that prohibits or restricts management’s right to contract out the fire-stopping work to be performed by a sub-subcontractor that is not signatory to the collective agreement where the work is performed by union members who are not members of the insulators union.”

“With respect, I do not find the above decisions persuasive or of much assistance in determining whether the fire-stopping work must be completed by a subcontractor signatory to the collective agreement, or work performed by its members because the work was initially performed by a sub-subcontractor under the terms of the collective agreement.”

The union’s argument that once Kaefer began a job, it must complete it, was also rejected by the arbitrator.

“It would be an unreasonable interpretation to prevent the employer from its rights to assign the work to Lancaster merely because it let Kaefer and the members of the insulators’ union in the front door to initially perform the work. I do not see this any differently than if the retraction of the work was initiated by Kaefer walking off the job site and refusing or unable to continue performing the fire-stopping work. It would not seem reasonable if the fire-stopping work could be initially awarded to Lancaster or some other contractor to a different trade union, or no union, that — absent clear and explicit language in the collective agreement — the employer would be precluded from awarding the work that remained like it could have initially,” said Hood.

## UNEMPLOYMENT RATE — 5.7 PER CENT, AUGUST 2019

<table>
<thead>
<tr>
<th>Province</th>
<th>Labour force (000s)</th>
<th>Employment (000s)</th>
<th>Unemployment (000s)</th>
<th>Unemployment rate (%)</th>
<th>Change from previous month (%)</th>
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<tr>
<td>Newfoundland and Labrador</td>
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<td>224.9</td>
<td>33.9</td>
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### All Canada

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<th>Age Group</th>
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<th>Unemployment (000s)</th>
<th>Unemployment rate (%)</th>
<th>Change from previous month (%)</th>
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<td>11.5</td>
<td>up 0.1</td>
</tr>
<tr>
<td>25 to 54</td>
<td>13,004.8</td>
<td>615.7</td>
<td>4.7</td>
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<td>55+</td>
<td>4,399.1</td>
<td>214</td>
<td>4.9</td>
<td>unchanged</td>
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<tr>
<td>25+, men</td>
<td>9,231.3</td>
<td>469.6</td>
<td>5.1</td>
<td>unchanged</td>
</tr>
<tr>
<td>25+, women</td>
<td>8,172.5</td>
<td>360.1</td>
<td>4.4</td>
<td>unchanged</td>
</tr>
<tr>
<td>Total</td>
<td>20,271.6</td>
<td>1,160.1</td>
<td>5.7</td>
<td>unchanged</td>
</tr>
</tbody>
</table>

## CONSUMER PRICE INDEX — 1.9 PER CENT, AUGUST 2019

### CONSUMER PRICE INDEX — PROVINCES, AUGUST 2019

<table>
<thead>
<tr>
<th>Province</th>
<th>August 2019 (2002=100)</th>
<th>% change from July 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newfoundland and Labrador</td>
<td>139.9</td>
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</tr>
<tr>
<td>Prince Edward Island</td>
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<tr>
<td>Nova Scotia</td>
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<td>0.1</td>
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<td>New Brunswick</td>
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<td>0.2</td>
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<tr>
<td>Quebec</td>
<td>132.4</td>
<td>0.2</td>
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<tr>
<td>Ontario</td>
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<tr>
<td>Manitoba</td>
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<tr>
<td>Saskatchewan</td>
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<tr>
<td>Alberta</td>
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<tr>
<td>British Columbia</td>
<td>132.2</td>
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