

PROVINCIAL

SHEET METAL

COLLECTIVE AGREEMENT

Between

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

Pursuant to Registration Certificate No. 18

and

**The Sheet Metal Workers' International Association
Local Union No. 8**

July 5, 2004 to April 3, 2007

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Provincial Collective Agreement

between

Construction Labour Relations, an Alberta Association Sheet Metal (Provincial) Trade Division

(hereinafter referred to as "the association", or "the registered employers organization", or "the trade division")

as agent for and on behalf of all employers affected by
Registration Certificate Number 18
(each of which employers is hereinafter referred to as the "employer")

and

The Sheet Metal Workers' International Association Local Union Number 8 (hereinafter referred to as the "union", or "the local union" and the members and employees represented by them.)

WHEREAS, the representatives of the parties have bargained collectively pursuant to Registration Certificate number 18 and the provisions of the Alberta Labour Relations Code, and

WHEREAS, pursuant to the terms of the said Code, the terms of a collective agreement have now been agreed or ratified or otherwise established,

NOW THEREFORE, this agreement witnesseth that the terms of the collective agreement between the parties are as follows:

***** Unless noted otherwise all Articles and Clauses apply to both the INDUSTRIAL and the COMMERCIAL/INSTITUTIONAL disciplines.**

Where an Article or Clause is applicable to the INDUSTRIAL discipline only, the Article or Clause highlights the word INDUSTRIAL. The same is true if the Article or Clause is specific to the COMMERCIAL/INSTITUTIONAL discipline only.

ARTICLE ONE - PREAMBLE

- 1.01**
- (a) This Agreement is composed of a main body referred to as the "Provincial Collective Agreement" whose terms and conditions shall apply to all areas of the Province of Alberta.
 - (b) The object of this Agreement is to raise the standard and stabilize the Sheet Metal Industry in the Province of Alberta, to promote apprenticeship training, good-will and understanding within the Trade and between the Employers and Employees, to facilitate the peaceful adjustment of all disputes and grievances and to attempt to prevent strikes, lockouts, waste and avoidable delays throughout the Industry.

ARTICLE TWO - RECOGNITION

- 2.01**
- (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer covered by the scope of this Agreement, for whom the Union has the right of collective bargaining.
 - (b) The Union recognizes the "Construction Labour Relations, Sheet Metal (Provincial) Trade Division", as the sole and exclusive bargaining representative of all Employers bound by this Collective Agreement, in accordance with the scope of their own certification or subsisting voluntary recognition, and those Employers who may subsequently become bound by the terms of this Collective Agreement to the extent of their own certification or subsisting voluntary recognition.

ARTICLE THREE - AREA JURISDICTION

- 3.01** The area jurisdiction of the Union is all of The Province of Alberta and the District of MacKenzie in the Northwest Territories.

ARTICLE FOUR - WORK JURISDICTION

- 4.01**
- (a) The work jurisdiction covered by this Agreement is all construction Sheet Metal and Associated Work as established and claimed or generally recognized as coming under the jurisdiction of the Sheet Metal Workers' International Association and/or as defined in the Sheet Metal Workers' International Association Constitution - and/or with respect to the Apprenticeship and Industry Training Act.
 - (b) The Parties agree that the terms and conditions of this Collective Agreement do not apply to any Residential Construction Work that is within the work jurisdiction of Local Union #8.

- (c) In recognition of jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency of the Building Trades Department of the American Federation of Labour.
- (d) Notwithstanding 4.01 (c) above any jurisdictional dispute between the Union and any other Building and Construction Trades Union or between the Employer and the Union that involves any work undertaken by the Employer shall be settled in accordance with the Procedural Rules stipulated in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

4.02 The Union and/or its members and the Employers agree that they will not sanction any strike, lock-out, stoppage of work, slow down or other collective action that interferes with work procedures except as may be provided by the Labour Relations Code, Province of Alberta.

ARTICLE FIVE - MANAGEMENT RIGHTS

5.01 The Union agrees that, subject to the terms of this Agreement, the management of the plant and direction of the working force is vested exclusively in the Employer, including but not limited to the right to select, hire, promote, transfer, layoff, assess competency, discipline, discharge for cause, make and enforce rules, determine methods of process and other technological changes and to operate and manage in accordance with its commitments and responsibilities.

ARTICLE SIX - UNION RIGHTS AND MEMBERSHIP RIGHTS & HIRING PROCEDURES

- 6.01** (a) For those employees falling within the scope of this Agreement, the Employer agrees to employ only members or applicant members of the Sheet Metal Workers' International Association, Local Union No. 8, providing the Union can supply workmen acceptable to the Employer in sufficient numbers to take care of the Employer's needs. If the Union cannot supply the required workmen within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the Employer may hire workmen elsewhere. In such cases, the employees so hired shall make application to become members of the Union within thirty (30) days from commencement of employment.
- (b) Except as provided for elsewhere in this collective agreement the employers agree to hire only members of the Union in good standing through the appropriate Union office, for the performance of all work coming within the scope of this agreement. The employer may hire pursuant to 6.01 (c), and/or shall request workers to be dispatched from the union office.

- (c) Personal job search and hiring is permitted under the terms of this collective agreement, providing the member or applicant member obtains clearance or a referral slip from the Union prior to the commencement of employment. Employers shall only employ members whose union dues are current. Arrangements for the payment of any outstanding levies shall be made between the union and member or applicant member. The referral slip or clearance shall not be unreasonably withheld.
- (d) Should it be inconvenient for a union member, due to place of residence, to obtain a referral slip prior to commencement of employment, the Local Union agrees to make suitable and reasonable arrangements to convey the appropriate referral slip to the member or his employer.
- (e) The Parties to this agreement agree that they will not enact or enforce any by-law, local rule(s) or constitutional provision within their respective organizations that has the effect of contravening any provision of this Collective Agreement
- (f) Business Representatives or other designated officials of the Union are to have access to members and jobs covered by this agreement in the carrying out of their regular duties after notifying the Employer or his representative of their presence, subject to any site and safety rules.
- (g) Where in the opinion of the Union, a Job Steward is deemed necessary, the Steward shall be a working Journeyman appointed by the Business Manager of the Union or his representative, who shall, in addition to his work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The union shall notify the employer, by letter, of the name of the Job Steward or any replacement of same. Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the "Canadian Model for providing a safe workplace - Alcohol and Drug Guidelines and Work Rule (as amended from time to time).
- (h) No employees shall carry on any Union activities during working hours, except the Steward.

6.02

In accordance with the Labour Relations Code, Province of Alberta, the Employer with written authorization from the employee, shall withhold from the first wages paid to each employee in each calendar month, the monthly Union dues and initiation fees established by the Union for its members or applicant members. In the case where an employee has fallen into arrears in his union dues, the Union shall notify the Employer in writing of the amount of the arrears and the amounts of the dues in arrears to be deducted from the first wages paid each month in addition to the regular dues deductions referred to above. Such dues deductions for dues in arrears shall also require the written authorization of the Employee. The sum thus withheld shall be held in trust by the Employer and shall be forwarded to the Local Union Office located in Edmonton, Alberta, in care of the Financial Secretary-Treasurer of Local Union No. 8, Sheet Metal Workers' International Association, in the manner and format approved by Local Union No. 8, prior to the fifteenth (15th) day of the calendar month following the period for which the deductions are being reported.

6.03 Employers shall complete and forward with the Union dues and initiation fee deductions the appropriate reporting forms, listing the employees in respect of whom the funds had been withheld.

- (a) In addition to the above provisions for the Local 8 jurisdiction the employer shall deduct five cents (5) per hour worked from the wages of the employee as a check-off to defray the Union's costs to the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council. Such deduction shall be paid for each and every employee covered by the terms and conditions of this Collective Agreement. The monies so deducted shall be remitted in the same manner as Union Dues are remitted under this Collective Agreement, and within the same time frames. All such hourly remittances received from the Employer shall be deemed to be held in Trust by the Union. At the option of the Employer, the Employer may remit such monies directly to an account designated by the Union.
- (b) The employer shall report to the Union in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:
 - (1) the name and social insurance number for each employee on whose behalf the deduction was made;
 - (2) the number of hours worked;
 - (3) the amount of money deducted;
 - (4) a nil return where applicable.
- (c) The sums deducted shall and shall be deemed to be held in trust and as such, these sums shall and shall be deemed to be held separate and apart from the Employer's own funds.

6.04 Local Union No. 8, through its properly accredited Financial Secretary, shall certify changes in dues one (1) month in advance in writing to the Employer and such changes will be implemented by the Employer upon receipt of written direction.

6.05 Employment Out-of-Province

- (a) When the Employer has any work as specified in Article 4 - Work Jurisdiction, to be performed outside the area jurisdiction of Local Union No. 8 and within the area of another Local Union of the Sheet Metal Workers' International Association, then no more than two (2) qualified members of Local Union No. 8 per job shall be sent into that area; except

if there are no qualified members available from that Local Union, this limit may be exceeded.

- (b) Local Union No. 8 members shall receive from the Employer, when employed outside the area jurisdiction of Local Union No. 8, at least the established wage scale and benefits as covered by this Agreement. Union members must comply with Article Sixteen (16) of the Sheet Metal Workers' International Association Constitution and Ritual.

ARTICLE SEVEN - LOCAL RESIDENTS

- 7.01**
- (a) A local resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.
 - (b) Local Residents residing within a forty (45) km. radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.
 - (c) Local residents residing between a forty (45) km radius and a seventy-five (75) km radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of thirty dollars (\$30.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of fifteen dollars (\$15.00) will be paid for each day worked. For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Saprae Creek will be considered to be residents of Fort McMurray for projects north of Fort McMurray and residents of Fort McKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray.
 - (d) Where a Camp Kitchen is established and where all workers, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to receive hot soup.
 - (e) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

- (f) The parties agree that the early participation of qualified local resident employees in work undertaken under this agreement is most desirable and will be strongly promoted. In support of this the Union agrees that local qualified tradesmen will be given an opportunity to join the Union and will be dispatched to the job when positions become available, subject to the mutual agreement of the parties. The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members the Parties will meet and address the issue.

ARTICLE EIGHT - HOURS OF WORK AND OVERTIME

- 8.01**
- (a) Eight (8) hours shall constitute a normal work day normally beginning at 8:00 a.m. and ending 4:30 p.m. with one half (1/2) hour lunch break scheduled at or near the middle of the work day. When job conditions or circumstances necessitate a one (1) hour lunch break, the work day will normally end at 5:00 p.m.
- (b) The Employer may vary the start/quit times by changing the scheduled starting time up to two hours at his option. The starting times for the week do not necessarily have to be the same each day. Where circumstances require further deviation from the schedule, so advised, the Employer shall consult the Steward (if appointed) or a representative of the Union concerning such further deviation.
- (c) Variances beyond two (2) hours may be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
- (d) Two (2) breaks of ten (10) minutes (**15 minutes where a ten hour day is being worked**) each shall be allowed each shift and scheduled by the Employer. Such breaks shall be taken at the specific work area of the employee or the area designated by the Employer.
- (e) If overtime is worked and exceeds two (2) hours, an additional ten (10) minute break or meal break shall be allowed for each two (2) hours of overtime worked, provided the work will continue beyond the respective two (2) hour increments.
- (f) The Parties hereto understand and agree that on remote jobsites or where special conditions apply scheduling of extended work weeks and/or days off may be beneficial to completion of the work. The Local Union and the Contractor must mutually agree to a work schedule to meet job conditions. Special Project needs will be addressed by the Parties in concert with other stakeholders in accordance with the process established by the Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations.

8.02 Forty (40) hours shall constitute a work week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.

Industrial

8.03 (a) The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one half (1½) times the applicable rate of pay.

(b) All other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.

8.04 For the purposes of calculating overtime hours, overtime shall normally be paid upon the completion of the regular days shift. When an Employee is required to work prior to the commencement of his regular shift, such time shall be considered as overtime.

8.05 All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay.

8.06 When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a meal at no cost to the employees, for those involved. One-half (1/2) hour at the straight time rate of pay shall be allowed for the consumption of the meal. Should an employee be requested to continue work, then an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

Should an employee not be provided with meals as set out in the preceding paragraph, he shall receive twenty-five dollars (\$25.00) in lieu of each meal and the time spent to consume it.

Where a supervisor is required to:

- (i) start up to one (1) hour earlier, or
- (ii) finish up to one (1) hour later, or
- (iii) start up to one half (½) hour earlier and finish up to one half (½) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions in the paragraph above will not apply unless those provisions are applicable to the rest of the crew.

COMPRESSED WORK WEEK

8.07 The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period unless varied by mutual consent between the employer and the Union. Such consent will not be unreasonably withheld.

8.08 Where this option is worked, all hours in excess of ten (10) hours per day Monday through Thursday, shall be paid for at two (2) times the applicable rate of pay. When Friday is worked, the first ten hours shall be paid at one and one-half (1.5) times the applicable rate of pay.

8.09 When job circumstances merit a change in the hours of work, the Employer shall notify the Union office at least seven (7) calendar days, where practical, before such change becomes effective.

INDUSTRIAL

8.10 When a compressed work week is being worked and a statutory holiday falls on a regularly scheduled work day(s) off, then the following regular work day(s) will be observed in lieu thereof unless varied by mutual consent. When a statutory holiday falls in the middle of a work week, the Union and the Employer shall mutually agree to the work schedule for that week.

Overtime - Commercial and Institutional Work

8.11 (i) Time and one-half (1½x) for any overtime hours worked on a weekday being Monday through Friday inclusive.

(ii) Time and one-half (1½x) for regular hours worked on. Regular hours shall be as determined in Article 8.01 and shall be the same for Saturday as they were Monday to Friday.

(iii) Double time (2x) shall apply to all overtime hours that are not included in (i) and (ii) above.

(iv) All hours worked on Sunday and Statutory Holidays shall be paid at two times (2x) the applicable rate of pay.

8.12 When an employee is required to work overtime or shift work, he shall not be required to return to work until a full uninterrupted eight (8) hour break occurs. If the employee is required to return to work the overtime and/or shift, payment shall continue until such time as the full uninterrupted eight (8) hour break occurs.

8.13 For the purpose of Article 8.14, a "week" shall be defined as that period from 12:01 a.m. Sunday to midnight (12:00 p.m.) Saturday.

8.14 This Article is not to be confused with the work week as defined in Article 8.02. No provisions herein shall be construed as establishing a guaranteed number of hours work either per day or per week.

Shift Work

8.15 Shift work may be performed at the option of the Employer, however, when shift work is performed at least two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least three (3) consecutive working days. Should each of the shifts outlined above not continue for a period of three (3) consecutive working days, all hours worked shall be deemed overtime and paid at the applicable rates contained in this Agreement.

- 8.16** When a shift is commenced and has run for at least the three (3) consecutive days referred to above, should the shift terminate in the middle of the week, or any employee hires on in a week in which a shift ends, affected employee(s) shall only be entitled to shift premium on regular hours of work.
- 8.17** By mutual agreement, shifts may be established for periods of less than three (3) consecutive regular working days and in such event, the deemed overtime that would otherwise be payable shall not apply. The first shift shall work a normal shift as set out in Article 8.01 of this Agreement, with the applicable overtime rate after eight (8) or ten (10) hours of work as applicable.

Industrial

- 8.18** Shift work other than the normal shift as outlined in clause 8.01 may be utilized provided such shift(s) commence between 3.00 PM and 6.00 AM. The hourly rate for employees on any alternate shift(s) as outlined above shall be \$2.00 per hour greater than the applicable day time rate of pay. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.

Commercial and Institutional

- 8.19** For shift work on the second (2nd) and third (3rd) shift on commercial and institutional work the shift premium shall be one dollar (\$1.00) per hour greater than the applicable day time rate of pay.
- 8.20** No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate, plus shift differential, after each shift until a break of eight (8) consecutive hours occurs, exclusive of travel allowance.
- 8.21** When an employee loses a regular day, through implementation or termination of shift work, then the employee shall be paid a regular days pay for the day lost.
- 8.22** Shift premiums for apprentices will be determined by their appropriate ratio to the journeyman rate.
- 8.23** Where the owner/client may require work to be done on a single shift basis at start/quit times that may be at variance with the start/quit for a regular shift, single shift operations shall be permitted subject to the payment of shift differential. The shift differential shall be paid on all hours worked and at the highest rate that the employee would have been entitled to if the operation would consist of more than one (1) shift. Overtime shall be payable on all hours in excess of eight (8) hours per day and forty (40) hours per week and on Saturdays, Sundays or Statutory Holiday

ARTICLE NINE - WAGES AND BENEFITS**9.01** Wages and Benefits shall be in accordance with the following schedules:

(a) Commercial and Institutional

COMMERCIAL & INSTITUTIONAL

DATE	NET RATE (A)	V.P.& S.H.P. (B)	H&W (C)	PENSION (D)	SUPP. BEN. (E)	TOTAL (F)
Foreman A						
05.July.04	\$27.94	\$2.79	\$1.00	\$2.50	\$0.16	\$34.39
31.Oct.05	\$28.44	\$2.84	\$1.05	\$2.65	\$0.16	\$35.14
30.Oct.06	\$28.94	\$2.89	\$1.10	\$2.80	\$0.16	\$35.89
Foreman B						
05.July.04	\$26.94	\$2.69	\$1.00	\$2.50	\$0.16	\$33.29
31.Oct.05	\$27.44	\$2.74	\$1.05	\$2.65	\$0.16	\$34.04
30.Oct.06	\$27.94	\$2.79	\$1.10	\$2.80	\$0.16	\$34.79
Journeyman						
05.July.04	\$25.44	\$2.55	\$1.00	\$2.50	\$0.16	\$31.65
31.Oct.05	\$25.94	\$2.60	\$1.05	\$2.65	\$0.16	\$32.40
30.Oct.06	\$26.44	\$2.65	\$1.10	\$2.80	\$0.16	\$33.15
4th Year Apprentice						
05.July.04	\$21.62	\$2.16	\$1.00	\$2.50	\$0.16	\$27.44
31.Oct.05	\$22.05	\$2.21	\$1.05	\$2.65	\$0.16	\$28.12
30.Oct.06	\$22.47	\$2.25	\$1.10	\$2.80	\$0.16	\$28.78
3rd Year Apprentice						
05.July.04	\$19.08	\$1.91	\$1.00	\$2.50	\$0.16	\$24.65
31.Oct.05	\$19.46	\$1.95	\$1.05	\$2.65	\$0.16	\$25.27
30.Oct.06	\$19.83	\$1.98	\$1.10	\$2.80	\$0.16	\$25.87
2nd Year Apprentice						
05.July.04	\$16.54	\$1.65	\$1.00	\$2.50	\$0.16	\$21.85
31.Oct.05	\$16.86	\$1.69	\$1.05	\$2.65	\$0.16	\$22.41
30.Oct.06	\$17.19	\$1.72	\$1.10	\$2.80	\$0.16	\$22.97
1st Year Apprentice						
05.July.04	\$12.72	\$1.27	\$1.00	\$0.00 *	\$0.16	\$15.15
31.Oct.05	\$12.97	\$1.30	\$1.05	\$0.00 *	\$0.16	\$15.48
30.Oct.06	\$13.22	\$1.32	\$1.10	\$0.00 *	\$0.16	\$15.80
Probationary Apprentice						
05.July.04	\$10.18	\$1.02	\$1.00	\$0.00 *	\$0.16	\$12.36
31.Oct.05	\$10.37	\$1.04	\$1.05	\$0.00 *	\$0.16	\$12.62
30.Oct.06	\$10.58	\$1.06	\$1.10	\$0.00 *	\$0.16	\$12.90

Welders Commercial**Journeyman**

05.July.04	\$25.44	\$2.55	\$1.00	\$2.50	\$0.16	\$31.65
31.Oct.05	\$25.94	\$2.60	\$1.05	\$2.65	\$0.16	\$32.40
30.Oct.06	\$26.44	\$2.65	\$1.10	\$2.80	\$0.16	\$33.15

3rd Year Apprentice

05.July.04	\$22.90	\$2.29	\$1.00	\$2.50	\$0.16	\$28.85
31.Oct.05	\$23.35	\$2.34	\$1.05	\$2.65	\$0.16	\$29.55
30.Oct.06	\$23.80	\$2.38	\$1.10	\$2.80	\$0.16	\$30.24

2nd Year Apprentice

05.July.04	\$19.08	\$1.91	\$1.00	\$2.50	\$0.16	\$24.65
31.Oct.05	\$19.46	\$1.95	\$1.05	\$2.65	\$0.16	\$25.27
30.Oct.06	\$19.83	\$1.98	\$1.10	\$2.80	\$0.16	\$25.87

1st Year Apprentice

05.July.04	\$15.26	\$1.53	\$1.00	\$0.00	\$0.16	\$17.95
31.Oct.05	\$15.56	\$1.56	\$1.05	\$0.00	\$0.16	\$18.33
30.Oct.06	\$15.86	\$1.59	\$1.10	\$0.00	\$0.16	\$18.71

9.01 (b) Industrial**INDUSTRIAL**

DATE	NET	V.P.& RATE	H&W S.H.P	PENSION	SUPP.	TOTAL
	(A)	(B)	(C)	(D)	(E)	(F)
Foreman A						
05.July.04	\$36.62	\$3.66	\$1.00	\$3.54	\$0.16	\$44.98
02.May.05	\$37.05	\$3.71	\$1.00	\$3.54	\$0.16	\$45.46
31.Oct.05	\$37.24	\$3.72	\$1.05	\$3.77	\$0.16	\$45.94
01.May.06	\$37.67	\$3.77	\$1.05	\$3.77	\$0.16	\$46.42
30.Oct.06	\$38.07	\$3.81	\$1.10	\$4.00	\$0.16	\$47.14
Foreman B						
05.July.04	\$35.62	\$3.56	\$1.00	\$3.54	\$0.16	\$43.88
02.May.05	\$36.05	\$3.61	\$1.00	\$3.54	\$0.16	\$44.36
31.Oct.05	\$36.24	\$3.62	\$1.05	\$3.77	\$0.16	\$44.84
01.May.06	\$36.67	\$3.67	\$1.05	\$3.77	\$0.16	\$45.32
30.Oct.06	\$37.05	\$3.71	\$1.10	\$4.00	\$0.16	\$46.02
Journeyman						
05.July.04	\$33.12	\$3.31	\$1.00	\$3.54	\$0.16	\$41.13
02.May.05	\$33.55	\$3.36	\$1.00	\$3.54	\$0.16	\$41.61
31.Oct.05	\$33.74	\$3.37	\$1.05	\$3.77	\$0.16	\$42.09
01.May.06	\$34.17	\$3.42	\$1.05	\$3.77	\$0.16	\$42.57
30.Oct.06	\$34.57	\$3.46	\$1.10	\$4.00	\$0.16	\$43.29

4th Year Apprentice

05.July.04	\$28.15	\$2.82	\$1.00	\$3.54	\$0.16	\$35.67
02.May.05	\$28.52	\$2.85	\$1.00	\$3.54	\$0.16	\$36.07
31.Oct.05	\$28.68	\$2.87	\$1.05	\$3.77	\$0.16	\$36.53
01.May.06	\$29.04	\$2.90	\$1.05	\$3.77	\$0.16	\$36.92
30.Oct.06	\$29.38	\$2.94	\$1.10	\$4.00	\$0.16	\$37.58

3rd Year Apprentice

05.July.04	\$24.84	\$2.48	\$1.00	\$3.54	\$0.16	\$32.02
02.May.05	\$25.16	\$2.52	\$1.00	\$3.54	\$0.16	\$32.38
31.Oct.05	\$25.31	\$2.53	\$1.05	\$3.77	\$0.16	\$32.82
01.May.06	\$25.63	\$2.56	\$1.05	\$3.77	\$0.16	\$33.17
30.Oct.06	\$25.93	\$2.59	\$1.10	\$4.00	\$0.16	\$33.78

2nd Year Apprentice

05.July.04	\$21.53	\$2.15	\$1.00	\$3.54	\$0.16	\$28.38
02.May.05	\$21.81	\$2.18	\$1.00	\$3.54	\$0.16	\$28.69
31.Oct.05	\$21.93	\$2.19	\$1.05	\$3.77	\$0.16	\$29.10
01.May.06	\$22.21	\$2.22	\$1.05	\$3.77	\$0.16	\$29.41
30.Oct.06	\$22.47	\$2.25	\$1.10	\$4.00	\$0.16	\$29.98

1st Year Apprentice

05.July.04	\$16.56	\$1.66	\$1.00	\$3.54	\$0.16	\$22.92
02.May.05	\$16.78	\$1.68	\$1.00	\$3.54	\$0.16	\$23.16
31.Oct.05	\$16.87	\$1.69	\$1.05	\$3.77	\$0.16	\$23.54
01.May.06	\$17.09	\$1.71	\$1.05	\$3.77	\$0.16	\$23.78
30.Oct.06	\$17.29	\$1.73	\$1.10	\$4.00	\$0.16	\$24.28

Probationary Apprentice

05.July.04	\$13.25	\$1.33	\$1.00	\$0.00	\$0.16	\$15.74
02.May.05	\$13.42	\$1.34	\$1.00	\$0.00	\$0.16	\$15.92
31.Oct.05	\$13.50	\$1.35	\$1.05	\$0.00	\$0.16	\$16.06
01.May.06	\$13.67	\$1.37	\$1.05	\$0.00	\$0.16	\$16.25
30.Oct.06	\$13.82	\$1.38	\$1.10	\$0.00	\$0.16	\$16.46

Welders Industrial**Journeyman**

05.July.04	\$33.12	\$3.31	\$1.00	\$3.54	\$0.16	\$41.13
02.May.05	\$33.55	\$3.36	\$1.00	\$3.54	\$0.16	\$41.61
31.Oct.05	\$33.74	\$3.37	\$1.05	\$3.77	\$0.16	\$42.09
01.May.06	\$34.17	\$3.42	\$1.05	\$3.77	\$0.16	\$42.57
30.Oct.06	\$34.57	\$3.46	\$1.10	\$4.00	\$0.16	\$43.29

3rd Year Apprentice

05.July.04	\$29.81	\$2.98	\$1.00	\$3.54	\$0.16	\$37.49
02.May.05	\$30.20	\$3.02	\$1.00	\$3.54	\$0.16	\$37.92
31.Oct.05	\$30.37	\$3.04	\$1.05	\$3.77	\$0.16	\$38.39
01.May.06	\$30.75	\$3.08	\$1.05	\$3.77	\$0.16	\$38.81
30.Oct.06	\$31.11	\$3.11	\$1.10	\$4.00	\$0.16	\$39.48

2nd Year Apprentice

05.July.04	\$24.84	\$2.48	\$1.00	\$3.54	\$0.16	\$32.02
02.May.05	\$25.16	\$2.52	\$1.00	\$3.54	\$0.16	\$32.38
31.Oct.05	\$25.31	\$2.53	\$1.05	\$3.77	\$0.16	\$32.82
01.May.06	\$25.63	\$2.56	\$1.05	\$3.77	\$0.16	\$33.17
30.Oct.06	\$25.93	\$2.59	\$1.10	\$4.00	\$0.16	\$33.78

1st Year Apprentice

05.July.04	\$19.87	\$1.99	\$1.00	\$0.00	\$0.16	\$23.02
02.May.05	\$20.13	\$2.01	\$1.00	\$0.00	\$0.16	\$23.30
31.Oct.05	\$20.24	\$2.02	\$1.05	\$0.00	\$0.16	\$23.47
01.May.06	\$20.50	\$2.05	\$1.05	\$0.00	\$0.16	\$23.76
30.Oct.06	\$20.74	\$2.07	\$1.10	\$0.00	\$0.16	\$24.07

* NOTE: Pension contributions may apply see ARTICLE 14.02 (b) (#5)

- 9.02**
- (a) If any Contractor is found by the Trustees of the respective funds to be in default in remitting payments required to be made pursuant to Articles 18, 19 and 20 of this Agreement and if such default continues for 20 days thereafter, the contractor shall pay to the applicable Trust Fund as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for each month or part thereof in which the contractor is in default. The failure to pay each month shall constitute a separate offense, and shall subject the Contractor to the 10% payment. Thereafter interest shall run at the rate of 2% per month on any unpaid arrears, including liquidated damages.
 - (b) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.
 - (c) In those instances where an Employer may be delinquent on the payment of remittances pursuant to Articles 18, 19 and 20 of this Agreement it shall remain the responsibility of the Employer to ensure that all outstanding remittance forms are filled out completely, and provided monthly to the Union and/or affected Trust Funds.

ARTICLE TEN - SHOW UP AND TERMINATION

- 10.01** Unless the employee has been notified prior to his normal starting time not to report for work, an employee who reports for work at his scheduled starting time and no work is available due to circumstances within the control of the Employer, the employee shall be given two (2) hours pay. The employee must remain on the job, if requested, for the two (2) hour period and perform any work requested by the foreman.
- 10.02** Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.
- 10.03** When an employee is laid off or leaves work of his own accord, one (1) hour's notice shall be given by either party.

ARTICLE ELEVEN - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

- 11.01** For the purpose of this Collective Agreement travel and transportation provisions, the radius referred to shall be taken from:

Calgary - Calgary Tower
Edmonton - 101 Street & Jasper Avenue
Lethbridge - Canadian Government Grain
Elevator, - North of Highway 3
Red Deer - Gaetz & Ross
Fort McMurray - Main Post Office

DAILY TRAVEL

- 11.02** The following conditions as listed in clauses 11.02 to 11.04 will apply on jobs within daily commuting distance of those locations as noted in 11.01 above, or any location with a hiring hall, and on jobs from which employees commute daily from temporary accommodation provided or paid for by the Employer.
- (a) A forty-five (45) kilometer radius free zone from the centre of the cities listed above or around any place in which employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument for Edmonton is 101 Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone
- (a.1) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed 750, the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The parties shall take into account such considerations as climate, seasons, road capacity, other

projects and industries using the same corridors, workforce curves, and site infrastructure.

- (b) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options;
- to provide transportation and pay travel allowance, or
 - reimburse the employees, as a vehicle allowance, at the rate of thirty nine cents (\$0.39) per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

Example Only --

A Journeyman member traveling to a project located 40 road kilometers from the edge of the free zone at 80km per hour each way would receive the following for each day worked:

Travel Allowance:	
80 km @ 80 km/hr= 1 hr.@ base rate of	\$33.12
Vehicle Allowance:	
80 km. @ \$0. 39 per km. =	<u>\$31.20</u>
for a daily total of	<u>\$64.32</u>

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

- (b.1) When an employee is being paid subsistence allowance in accordance with Article 11.03(a)(iii) or (b)(iii), and when there is no accommodation available within 45 km. of the project on which the employee is engaged, the employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometers beyond a 45 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and

shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometer radius of the project becomes available, the payment of the travel allowance will cease.

- (c) Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- (d) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
- (e) When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances beyond the control of the employees, the employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.
- (f) If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of thirty nine cents (\$0.39) per kilometer traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (g) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the employee shall be paid the normal rate for time traveled during the regular working day only.

ACCOMMODATION, ROOM & BOARD

INDUSTRIAL

- 11.03** (a) Applicable within a 475 kilometer radius of the Cities of Edmonton and Calgary (excluding National Parks)

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

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by

way of a subsistence allowance in the amount of eighty five dollars (\$85.00) per day except for:

- the **Fort McMurray** region where the rate will be One Hundred and Twenty Five dollars (\$125.00);
- (iv) On a project / jobsite located over two hundred and fifty (250) radius kilometers from the geographic centers of either the City of Edmonton or Calgary (as applicable) one additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free bus trip back to the city on the same day as the last shift of the week, this provision shall not be applicable.
- (b) Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the employee reports for work on the work day immediately preceding and following the Statutory Holiday.
- (c) Applicable beyond a 475 kilometer radius of the Cities of Edmonton and Calgary (excluding National Parks and Northwest Territories)

When an employee is directed or dispatched to work on an out-of-town job which will last at least five days, the employer will provide, on a seven (7) days per week basis:

- (i) camp accommodation; or
 - (ii) Mutually agreed room and board, or subsistence allowance as follows.
 - (iii) reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of eighty five (\$85.00) per day
- (d) Employees failing to report for work on the work day immediately preceding and following a week-end or Statutory Holiday will receive the above for days worked only.
- (e) In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses 11.03(a)(ii) or 11.03(c)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered employers' organizations, which

committee shall make a final and binding decision within five days from the date of referral.

- (f) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the employer's obligations pursuant to this article.
- (g) (i) In certain situations, employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the employer shall provide one of the following options:
- provide suitable room and board; or
 - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building trades Council that a Subsistence review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities

where Employees will be domiciled. In the event that the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 11.03. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included;
- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
 - To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.

- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at
- The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

There shall be no more than one reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.

(h) Applicable to all Regions

(i) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work or other days as set out in Article 11.03(c).

- To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to his primary Alberta residence due to the medical, work, site or weather conditions.
- In the event return to the employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
- It is expected that circumstances to which this provision applies will be of short duration.
- For the purposes of this Article, for an employee who does not maintain a primary residence in Alberta, that employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

(i.1) If an Employee chooses to leave before the completion of the shift without the consent of the Employer he will not be entitled to subsistence allowance for that day (and may be subject to other disciplinary or corrective measures). If an Employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the

shift is worked and half a day's subsistence if less than half a shift is worked.

- (ii) All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 1999 - 2008 camp rules and regulations.
- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.
- (iv) If an employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the employee shall be paid two hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings.

COMMERCIAL/INSTITUTIONAL

11.04

- (a) Where employees are employed in the area beyond that in which daily travel applies and up to a radius of 475 km from the center of the cities of Edmonton or Calgary, as may be appropriate, the employer may elect to provide:
 - Camp accommodations (in accordance with the current camp rules and regulations, or any successor standards) which remain available on weekends for those who elect to remain in camp; or
 - Mutually agreed room and board; or
 - Subsistence allowance as follows:
 - The amount to be negotiated in consultation with the Union, however, in the event no Agreement is reached with the Union a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.
- (b) Beyond a 475 kilometer radius from the center of the cities of Edmonton or Calgary, as may be appropriate, the employer, where his employees do not return daily, has the same elections as above, but on the basis of seven (7) days per week.
- (c) Clause 11.03 (g) (i) (ii) (iii) are applicable to Commercial & Institutional work.
- (d) All of the above Article 11.00 conditions apply except there may be two (2) persons to a room and the amount paid for board and

lodging and/or subsistence is to be negotiated between the Employer and the Local Union Business Manager or his Representative in consultation with the affected employee(s).

11.05 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES INDUSTRIAL

(a) Employees directed or dispatched to a project / jobsite from which they do not return daily shall be paid travel allowance for initial travel and transportation to the project and return, upon termination of the job or his employment, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:

- (i) up to 200 kilometers \$70.00 each way;
- (ii) 201 kilometers to 300 kilometers - \$100.00 each way
- (iii) 301 kilometers to 375 kilometers, and the Empress area - \$120.00 each way
- (iv) over 375 kilometers to 475 kilometers \$180.00 each way, or actual Airfare if suitable proof of air transport is provided to the employer.
- (iv) over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of \$275.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.

(a.1) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid.

- When transportation is provided by means of weekly bussing, an employee, at the time of dispatch, will be allowed to elect to use the bus or to receive collective agreement initial / return / rotation allowances. Buses must comply with article 11.02(c).
- An employee who has elected to receive collective agreement initial / return / rotation allowances will no longer be paid any such payments not yet received if a new bus route is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.
- An employee who has elected collective agreement initial / return / rotation allowances and who is found using bus transportation will become disentitled to further collective agreement initial / return / rotation allowances, as one consequence.
- If a person who elects collective agreement initial / return / rotation allowances uses bus transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.

- Regulations shall be established for the use of bus transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
- Notwithstanding the foregoing, an employee who has elected to use provided busses, and who is hired, laid off, or terminated on a day when weekly bussing is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.

(b)

- An Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for fifteen (15) calendar days.
- If the employee remains on the job until completion of thirty (30) calendar days, the employee shall qualify for return transportation allowance to be paid with his final pay at the subject site.
- If, prior to having qualified for either transportation allowance, the employee is laid off, or the job is completed, or the employee is transferred to a different work site which is outside the area for which the transportation allowance was to apply, that employee will be paid any outstanding transportation allowance(s) with their next regular pay.
- If the employee is transferred to a different work site that is within the area to which the transportation allowance was to apply, the employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational leave.

**(c) Initial And Return Transportation To Remote Sites
Commercial and Institutional**

Employees directed or dispatched to work from which they do not return daily shall be paid travel allowance for initial travel and transportation to the project and return upon termination of the job or his employment, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:

- (1)** up to 200 km \$35.00 each way;
- (2)** 200 to 300 km \$60.00 each way;
- (3)** 300 to 400 km \$75.00 each way;
- (4)** over 400 km scheduled airline air fare or as mutually agreed.

Notwithstanding the above, for projects located in the Ft. McMurray, Peace River and Grande Prairie areas initial and return travel allowance shall be negotiated, as to amount paid, on a project by project basis but in no event to exceed scheduled airline air fare.

(d) Clause 11.05 (b) above shall also apply to commercial institutional work.

11.06 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Pay an allowance of One Hundred and forty dollars (\$140.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job. Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.
 - (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of Two Hundred and Fifty Dollars (\$250.00) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
 - (ii) Allow Employees Five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (d) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances referred to in 11.06 (a.i), (b.i), and 11.05(a.2).

11.07 ROTATIONAL LEAVE (TURNAROUNDS) COMMERCIAL\INSTITUTIONAL

- (a) For COMMERCIAL and INSTITUTIONAL Work the allowance for the Turnaround Leave is to be negotiated between the Employer and the union. (based on the Industrial format in clause 11.06(a)(i)&(b)(i)), however in the event that no agreement is reached between the employer and the union a decision shall be made by the Registered Employers Organization, which decision shall be final and binding.

(b) Clause 11.05 (b) above shall also apply to commercial institutional work.

11.08 Qualifying times and resulting entitlements as set out in Article 11.00 shall apply only on condition that the employees have worked the total regular hours per week as set out in Article 8.00 or if the project does not last one (1) week or longer, on condition that they work the regular hours per day unless incapacitated by illness or other legitimate cause(s) as agreed to by the Employer's representative and the Union representative at the jobsite. Any other unexcused absences will result in, but are not limited to, an adjustment in the qualifying time periods being adjusted by the time absent.

11.09 An employee is not required to own, supply or use his personal vehicle for the purposes of the Employer's business. Refusal by an employee to use his personal vehicle on Employer's business will not be just cause for dismissal or discipline.

ARTICLE TWELVE - WORKING RULES AND COMMITMENTS

12.01 The use of liquor or illegal drugs or being under the influence of same will not be tolerated during working hours.

The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule (as amended from time to time) will apply on all work sites.

12.02 Wages shall be paid weekly or biweekly on the job on Employer time. No more than five (5) days pay shall be withheld except where delay is beyond the Employer's control. Notwithstanding the foregoing the Employer may, at his option, utilize direct deposit banking for the payment of wages for all Employees unless they are unable to have a bank account.

12.03 When an employee is laid off or leaves work of his own accord, one (1) hour's notice shall be given by either party.

12.04 (a) Employees who are laid off or dismissed by the employer shall normally receive their final wages, vacation pay due, and E.I. record of employment/dismissal slip, before they leave the jobsite.

(b) It is recognized that there will be certain occasions when the above procedure is not possible. In these cases final wages, vacation pay due, and E.I. record of employment/dismissal slip, will be mailed to the employees within three (3) working days exclusive of Saturday, Sunday, and Statutory holidays.

- (c) Upon discharge for cause or quit the final pay cheque, record of employment and any vacation pay and statutory holiday pay owing shall be given or mailed to the employee within five (5) working days, excluding Saturdays, Sundays and Statutory Holidays.
- (d) The time constraints in 12.04 will also apply when payment is by direct deposit. When payment has been by direct deposit the Employer may, at his option, process the final pay by cheque. With the written agreement of the Employee, the Employer may use direct deposit for the final pay to occur on the regular payday.

12.05 Employees when working for an Employer shall not engage in any Sheet Metal or Allied Work for which he receives remuneration, except work done for themselves on their own premises. Any employee covered by this Agreement who, while in full employment of an Employer, engages in any work in violation of this article may be subject to disciplinary action by the Employer and the Union.

12.06 The minimum rate of pay for any workman employed by the Employer as an "Applicant for Apprenticeship" shall be forty percent (40%) of the Journeyman rate.

12.07 The parties agree to abide by the regulations made under the authority of the Occupational Health and Safety Act as they apply to this industry and further the Employer agrees to provide: eg.:

1. Sanitary facilities in appropriate sanitary condition as required and where they are not provided employees will not be penalized for availing themselves of the nearest proper facilities.
2. Adequate scaffolding and ladders which the employee has a right to refuse to use if, in his opinion, they are unsafe.
3. Transportation for injured workmen to treatment facilities.
4. Hard hats, and unused sweat bands, winter liners, eye protection equipment and ear mufflers and ear plugs.
5. Welding gloves, welding jackets, boot protection, spat leggings and eye protection for employees engaged in welding.

12.08 Where personal protective equipment is provided to employees for their protection and/or the protection of others, the use of such equipment is mandatory. Employees failing to use safety equipment provided to them may be subject to discipline.

12.09 Personal protective equipment as required above may be provided on a charge-out refund basis.

12.10 When it is alleged that an Employer has violated the Occupational Health and Safety Act, such an allegation will be resolved either through procedures specified in the Act or will be the subject of a grievance under this Collective Agreement, but not both.

12.11 Members of the Union shall not be permitted to work for Employers not signatory to this Agreement at Sheet Metal Work covered by the work jurisdiction of this Agreement when work is available with Employers bound by this Agreement.

ARTICLE THIRTEEN - TOOLS - EMPLOYEE SUPPLIED

13.01 A Journeyman shall possess in good condition the following tools:

- | | |
|--|----------------------------|
| 1 pair pliers | 1 pair dividers (large) |
| 1 pocket tape | 1 tinners hammer |
| 2 cold chisels | 1 ball peen hammer |
| 1 centre punch | 1 set Allen wrenches |
| 1 drift punch | 2 crescent wrenches or |
| 2 pair Metal Masters (left and right) | 1 set open end wrenches |
| 1 small level | 1 tool box |
| 1 hacksaw frame | 1 set square |
| 1 pair trammel points | 1 scratch awl |
| 1 - 50 ft. tape | 1 pop riveter 1/8-5/32 |
| 1 wide nosed folding pliers (hand) | 1 pair vice grips |
| 1 pair heavy hand shears | 1 pair regular hand shears |
| 1 set Robertson screwdrivers (3 various sizes) | |
| 1 set Phillips screwdrivers (3 various sizes) | |

13.02 Each Sheet Metal Apprentice upon commencement of employment shall progressively acquire prior to being indentured and shall possess at time of indenture the following tools in good condition:

- 1 hammer
- 2 screwdrivers - 1 blade & 1 Robertson
- 1 scratch awl
- 1 pair combination snips (hand shears)
- 1 pair pliers
- 1 pair wide nosed folding pliers
- 2 metal masters
- tool box or equal
- 1 pocket tape
- 1 pair vice-grips (left & right)

Each Sheet Metal Apprentice after the completion of the first period of Apprenticeship Training shall in addition possess in good condition the following tools:

1 cold chisel	1 tool box or equal
1 set blade type	1 pop riveter 1/8 - 5/32
1 pair dividers (2 other sizes than above)	screwdrivers
1 centre punch	1 set square
1 pair heavy hand shears (Bull snips)	1 hacksaw frame
1 set open end wrenches (3 various sizes)	
1 set Allen Wrenches	1 small level
1 set Robertson screwdrivers (2 other sizes than above)	
2 crescent wrenches or	
1 set Phillips screwdrivers	

Each Sheet Metal Apprentice after the completion of the second period of Apprenticeship Training, shall possess in good condition the following tools in addition to the above:

1 cold chisel
 1 pair trammel points
 1 drift punch
 1 ball peen hammer
 1 - 50 ft. tape

- 13.03** The Employer shall supply and the employee shall use suitable lock-up facilities for tools.
- 13.04** The Employer will provide at no cost to the employee; springs for Metal Masters; jaws for Pop Riveters:
- 13.05** Upon hire, a workman shall sign a tool list which shall be subject to inspection and verification by the Foreman. Tools may be subject to further periodic inspections.
- 13.06** Employees will be responsible for loss by proven negligence or damage due to misuse of hand tools and associated like equipment supplied by the Employer. Employees must sign for those hand tools and associated like equipment which they receive from the Employer. It is understood and agreed by all parties to this Agreement that refusal by an employee to sign for hand tools and associated like equipment, which is not in reasonable repair, shall not be cause for disciplinary action against the employee.
- 13.07** The Employer shall replace an employee's tools lost from the shop or jobsite within three (3) days where practical as a result of fire, theft by break-in or forcible entry, or where proven due to another unlawful act, the evidence of which is beyond reasonable doubt, providing such tools were located in a Company arranged lock-up facility or lost during transportation while in the care or control of the Employer.

ARTICLE FOURTEEN - APPRENTICES

14.01 Apprentices shall be employed in accordance with the Provisions of the Apprenticeship and Industry Training Act , and the total parties agree to observe the Provisions of said Act.

When an Employer requires an apprentice to replace an apprentice attending school and an unemployed indentured apprentice at the level required, or lower, is available the Employer agrees to give preferential consideration of employment to that unemployed indentured apprentice.

In order for an apprentice to advance to a higher classification in the apprenticeship program the following criteria must be attained:

- (a) Complete a minimum of 1425 hours of on-the-job training.
- (b) Attend school and pass the appropriate examination.

If apprenticeship test results are not received within forty-five (45) calendar days of writing the test the employee will be paid his incremental increase effective forty-five (45) calendar days from completion of school, if successful in passing the examination and if the apprentice has completed the required hours of work in the appropriate period of apprenticeship.

- 14.02**
- (a) A probationary apprentice shall make application to join the union. Providing union dues are deducted and remitted to the union an employer may engage a probationary apprentice for a period of sixty (60) days without payment of H&W, Retirement Trust Fund, or Benevolent Fund contributions, Upon completion of the sixty (60) day probationary period, the employer shall begin to make contributions to the various funds as required under articles 18.00, 19.00, 20.00. The employer agrees to fairly evaluate each probationary apprentice engaged pursuant to this provision.
 - (b) The following rules shall govern the treatment of benefits for probationary and first year apprentices.
 - (1) The employer is responsible to insure that the probationary apprentice makes application to join the union forthwith upon being hired.
 - (2) The employer must deduct and remit union dues to the union commencing with the first pay cheque.

- (3) The employer shall include the name of any new probationary, or first year apprentice, and record the hours worked from his first day of employment, on the forms submitted to the applicable Trust Funds, beginning with the first form required to be submitted following the date of hire of any new probationary apprentice.
- (4) In order to comply with 14.02 (a), the employer shall begin to contribute H & W and Benevolent Fund benefits on behalf of each new probationary apprentice after 350 hours of employment has been recorded for any such probationary apprentice.
- (5) In order to comply with 14.02 (b) the employer shall begin to submit Retirement Trust Fund contributions for a probationary, or first year apprentice after an accumulation of 1425 hours, or after one year following the date of hire, whichever is the earliest date.
- (6) In the event that a probationary, or first year apprentice is laid off prior to having accumulated sufficient hours the employer shall advise the union of the number of hours accumulated and the union shall include that information on the referral slip to the apprentice's next employer.
- (7) Any employer hiring a probationary, or first year apprentice who is partially through his first year shall begin to make Retirement Trust Fund contributions when the apprentice has accumulated the 1425 hours, between his previous and present employers.

ARTICLE FIFTEEN - FOREMEN

15.01 The selection and appointment of Foreman shall be the sole and exclusive right of the Employer.

15.02 The wage rates for Foremen for **Industrial** shall be:

- In charge of up to twelve (12) workmen (foreman excluded), the foreman shall be paid two dollars and fifty cents (\$2.50) per hour over the basic wage rate.
- In charge of more than twelve (12) workmen (foreman excluded), the foreman shall be paid three dollars and fifty cents (\$3.50) per hour over the basic wage rate.

15.03 The wage rates for Foremen for **Commercial and Institutional** shall be:

- In charge of up to twelve (12) workmen (foreman excluded), the foreman shall be paid one dollar and fifty cents (\$1.50) per hour over the basic wage rate.
- In charge of more than twelve (12) workmen (foreman excluded), the foreman shall be paid two dollars and fifty cents (\$2.50) per hour over the basic wage rate.

ARTICLE SIXTEEN - VACATION

16.01 All employees covered by the terms of this Agreement shall be entitled to an annual vacation of three (3) weeks. During July and August at least two (2) consecutive weeks vacation shall be granted, if requested, at a time mutually agreed upon between the Employer and Employee. Three (3) consecutive weeks may be taken during July and August if mutually agreed upon. During other months three (3) consecutive weeks shall be granted, if requested, at a time mutually agreed upon between the Employer and Employee.

16.02 Vacation pay shall be based on six percent (6%) of the applicable rate of pay. This vacation pay shall be calculated on the applicable rate of pay of each pay period and paid to the employee on the pay cheque covering that pay period. Earnings shall include all wages of the employee but does not include benefit plan contributions.

16.03 An employee shall not enter into, or engage in, gainful employment during his vacation period.

ARTICLE SEVENTEEN - STATUTORY HOLIDAYS

17.01 The following shall be paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1st Mon. in Aug.)	

and any day declared a general holiday by the Federal or Provincial Government.

Statutory Holiday pay shall be based on four percent (4%) of the applicable rate of pay.

This Statutory Holiday pay shall be calculated on the applicable rate of pay of each pay period and paid to the employee on the pay cheque covering that pay period. Earnings shall include all wages of the employee but does not include benefit plan contributions.

- 17.02** In the event of any of the Statutory or Civic Holidays falling on an employee's regular day or days off, the next regular working day or days will be the observed holiday or holidays.
- 17.03** No work shall be performed on Labour Day except where danger to life or property makes it necessary. No more than eight (8) hours work shall be performed on a Statutory Holiday, except in the case of emergency.
- 17.04** Should Statutory Holiday(s) fall within an employee's annual vacation an extra day(s) shall be provided in conjunction with the annual vacation.
- 17.05** If an employee absents himself from working either the last working day prior to a holiday, or the working day immediately following a holiday, he shall be subject to disciplinary action.

ARTICLE EIGHTEEN - HEALTH AND WELFARE PLAN

- 18.01**
- (a) The Employer shall contribute to the Alberta Sheet Metal Health & Welfare Plan the amount indicated in the wage schedule for every hour that an employee, covered by the terms of this Agreement, is employed. Such contributions shall commence on the first day of employment for such employees.
 - (b) The obligation of each Employer under the Trust Fund and Plan is limited to:
 - (i) paying the amount the Employer is required to contribute to the Plan in accordance with the Collective Agreement within fifteen (15) days of the end of each monthly reporting period;
 - (ii) providing the Trustees with a list which shows the number of hours of covered employment during each monthly reporting period of each employee covered by the Collective Agreement;
 - (iii) providing the Trustees with such information as is needed to determine eligibility for benefits of a Member of the Plan.
- 18.02** The Employer, Supervisory, and Office Staff of the firm shall also be allowed to participate in the Plan without union membership, subject to approval of the Joint Board of Trustees of the Health and Welfare Plan.

- 18.03** Employees, when hired, shall be required to sign a necessary enrollment card required for eligibility and participation in the Plan.
- 18.04** The contributions made pursuant to this Article shall be forwarded to the Office of the Administrator, The Alberta Sheet Metal Health and Welfare Plan, in the manner and format approved by the Trustees, prior to the fifteenth (15th) day in the calendar month following the period for which the contributions are being reported.
- 18.05** Employers shall complete and forward with the contributions the reporting forms required by the Alberta Sheet Metal Health and Welfare Plan.
- 18.06** An annual report including the audited financial statements is to be provided to the Parties to this Collective Agreement upon request to the Administrator.
- 18.07** The liability of any Employer to the Health and Welfare Trust Fund or any beneficiary or proposed beneficiary of the Plan shall be limited to his obligation to pay the amounts stated in this Agreement at the times and the manner stated.
- 18.08**
- (a) The Parties to this Collective Agreement agree that, where the Board of Trustees of the Retirement Trust Fund and or the Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Article 18 and 19 of the Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.
 - (b) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment

or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE NINETEEN - RETIREMENT TRUST FUND

19.01 For Commercial / Institutional work, the Employer shall contribute to the Alberta Sheet Metal Workers' Retirement Trust Fund the amount indicated in the wage schedule for every hour that an employee, covered by the terms of this Agreement, is employed.

For Industrial work only, the Employer shall contribute to the Alberta Sheet Metal Workers' Retirement Trust Fund the amount indicated in the wage schedule for every hour earned at the applicable rate of pay, that an employee, covered by the terms of this Agreement, is employed.

Such contributions shall commence on the first day of employment for such employees, except as follows:

Any member of Local #8 who is receiving a Pension, or has made application to the Alberta Sheet Metal Workers' Retirement Trust Fund to receive a Pension, and is entitled to receive a pension shall advise his employer, who shall no longer be required to contribute to the Alberta Sheet Metal Workers' Retirement Trust Fund. The employer in consultation with the employee involved will agree to add the hourly contribution amount to a combination of the employee's wages and SHP and VP, or will deposit the hourly contribution amount to the employee's individual RRSP.

- (a)** The obligation of each Employer under the Trust Fund and Plan is limited to:
 - (i)** paying the amount the Employer is required to contribute to the Plan in accordance with the Collective Agreement within fifteen (15) days of the end of each monthly reporting period;
 - (ii)** providing the Trustees with a list which shows the number of hours of covered employment during each monthly reporting period of each employee covered by the Collective Agreement;
 - (iii)** providing the Trustees with such information as is needed to determine eligibility for benefits of a Member of the Plan.
- (b)** Benefits shall be determined on the basis that the contributions required to be made by Employers under the applicable Collective Agreement are sufficient, based on the estimates last made by the Actuary, to pay the expected cost of the benefits, the expected cost of the administration and

the payments which are required to amortize the experience deficiency over the period specified in the Employment Pension Plans Act.

In no event shall such determination make Employers liable for contributions in excess of the rate of contributions required to be paid in accordance with this Article.

- 19.02** The Employer, Supervisory, and Office Staff of the firm shall also be allowed to participate in the Plan, without union membership, subject to the approval of Joint Board of Trustees of the Alberta Sheet Metal Workers' Retirement Trust Fund.
- 19.03** Employees, when hired, shall be required to sign the necessary enrollment card required for eligibility and participation in the Plan.
- 19.04** The contributions made pursuant to this Article shall be forwarded to the Office of the Administrator, The Alberta Sheet Metal Workers' Retirement Trust Fund, in the manner and format approved by the Trustees, prior to the fifteenth (15th) day of the calendar month following the period for which the contributions are being reported.
- 19.05** Employers shall complete and forward with the contributions the reporting forms required by The Alberta Sheet Metal Workers' Retirement Trust Fund.
- 19.06** An annual report including the audited financial statements is to be provided to the Parties to this Collective Agreement upon request to the Administrator.
- 19.07** The liability of any Employer to the Retirement Trust Fund or any beneficiary or proposed beneficiary of the Plan shall be limited to his obligation to pay the amounts stated in this Agreement at the times and the manner stated.
- 19.08** Clause 18.08 shall also be applicable to the Retirement Trust Fund.

ARTICLE TWENTY - BENEVOLENT FUND

- 20.01** The Employer agrees to contribute the amount shown in Article 9.00 wage schedules, on hours worked, to Local No. 8 Benevolent Fund.

This fund shall be used to provide:

- (a) assistance to members in paying Health and Welfare premiums where required;

- (b) training and upgrading for workers such as, fall protection, rigging, manlift, swingstage, CSTS, first aid, fire extinguisher use supervisor training, and H2S.
- (c) other Benevolent Services for and on behalf of members.

The fund shall not be disbursed for purposes that can work against the better interest of the contributing Employer.

- 20.02** The contributions made pursuant to Article 20.01 shall be forwarded to the Local Union No. 8 Benevolent Fund, in the manner and format approved by Local Union No. 8, prior to the fifteenth (15th) day of the calendar month following the period for which the contributions are being reported.
- 20.03** Employers shall complete and forward with the contributions the reporting forms required by the Local No. 8 Benevolent Fund.

ARTICLE TWENTY ONE - EMPLOYER ASSOCIATION FUND

- 21.01** The amounts specified in 21.03 (a) below shall be contributed for all hours worked under the terms of this Collective Agreement, by each Employer working under the terms of this Collective Agreement.
- 21.02** These contributions shall be forwarded to the Office of the appropriate Association(s) prior to the fifteenth (15th) day of the calendar month following the period for which the contributions are being reported.
- 21.03** The Employer shall complete and forward, with the contributions, the reporting forms as required.
- (a) Six cents (6¢) per hour worked shall be forwarded to CLR-A at 2725 – 12th Street, N.E. Calgary, Alberta T2E 7J2 , to satisfy the Employers obligation to the CLR-A, a Sheet Metal (Provincial) Trade Division pursuant to Section 163 of the Labour Relations Code of Alberta and this Collective Agreement.
 - (b) In addition to the contributions stipulated in (a) above, one and one half cents (1.5¢) per hour worked, shall be forwarded to Construction Labour Relations at 2725 – 12th Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR-A to provide an Employee and Family Assistance Benefit Plan (EFAP) for all bargaining unit employees employed under the terms of this Collective Agreement pursuant to the plan rules.

- (c) The Sheet Metal (Provincial) Trade Division of Construction Labour Relations – Alberta may, by notice in writing to the Union, change the amount of cents per man hour in (a) and (b) above.
- (d) All cost relating to the administration of the fund(s) shall be borne by the association.

ARTICLE TWENTY TWO - GRIEVANCE PROCEDURE

- 22.01** Any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement, or any question as to whether any difference is arbitrable arises between the Employer and an employee of the Union shall be dealt with as follows without stoppage of work or refusal to perform work. Time limits specified within Article Twenty Two may only be extended by mutual agreement between the Union and the Employer.
- 22.02** The person or party who feels there is a difference shall meet and discuss with the other party the difference, within ten (10) working days of the occurrence or first awareness of the difference and endeavor to resolve the difference.
- 22.03** If the difference remains unresolved at the end of the above mentioned ten (10) working days or if any involved person or party concerning the difference is not satisfied with the disposition of a resolve, an employee shall immediately, refer the matter to Local Union No. 8, if not already involved and the Employer may refer the matter to his authorized bargaining representative.

Pre-Arbitration Process

- (i) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (ii) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration commencing with step (e) within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (iii) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative

of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.

- (iv) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
- (v) Each of the parties shall advise the other, within five days [*of receipt of the recommendation*] (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
- (vi) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (vii) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration *commencing with step (e)* within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.
- (viii) No lawyers shall be permitted to participate in the JGP proceedings.

22.04 If the difference continues to remain unresolved, the unsatisfied party shall, within ten (10) working days following the expiry of the ten (10) working days, as indicated in 22.02 of this Article, serve notice on the opposite party, by personal delivery or registered mail, a statement of the difference and the name of its appointee to an Arbitration Board.

22.05 The recipient of the notice shall, within five (5) working days of receipt of the notice, inform the other party of its appointee to the Arbitration Board. The two appointees shall, within five (5) working days from the date of notification of the second appointee, appoint a third person who shall be chairman of the Arbitration Board. If the two (2) Arbitration Board appointees fail to agree upon or appoint a chairman, within the time limit, the two (2) appointees shall, immediately upon the expiry of the time limit, request the Minister of Labour to appoint a chairman to the Arbitration Board.

22.06 The Arbitration Board shall meet within ten (10) working days following the appointment of the chairman and hear and determine the difference. Subsequent meetings of the Arbitration Board may be scheduled, within reasonable time

limits, if deemed necessary to obtain further information or evidence. The Arbitration Board shall issue an award in writing, within five (5) working days following the meeting in which it has reached a decision and the award shall be final and binding upon the parties and any employee affected by it.

22.07 The parties may mutually agree that the Arbitration shall be by way of a single arbitrator in accordance with The Labour Relations Code, Province of Alberta.

22.08 (a) Either party's appointee to the Arbitration Board shall not be a lawyer. Upon agreement from the other party this clause may be waived.

(b) The Employer and the Union agree that the cost of the Arbitrator or Arbitration Board shall be borne by the unsuccessful party, provided always, that the cost shall be limited to the actual cost of the Arbitrator or Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of three hundred dollars (\$300.00) per day for each nominee.

(c) Notwithstanding Clause 22.08(b) above, the Arbitrator or Arbitration Board may exercise his/its discretion in an appropriate case to rule that the cost of the Arbitration Board or Arbitrator is shared equally.

22.09 Jurisdictional Disputes which arise shall not be processed through the Grievance Procedure, but shall be settled in accordance with Article 4.00.

22.10 In the case of a dispute involving late remittances in respect of any of the funds provided for in this Agreement, the Union may proceed directly to Arbitration in accordance with the procedures specified in this Article, provided the matter is submitted to Arbitration within thirty (30) calendar days of the date at which funds should have been contributed.

22.11 In the case of a dispute involving the failure of an Employer to remit in a timely fashion the full amounts required by Article 21.00, the Association (C.L.R.A.) may directly pursue such failure to comply with this Collective Agreement. The Association may, in its own name, file a grievance against such an Employer. Such a grievance may be referred by the Association to an Arbitration Board without being processed through any intervening steps other than written notice in reference to Arbitration for the purpose of such a grievance. The Parties to the Grievance for the purposes of appointment to the Arbitration Board shall be the Association and the subject Employer.

ARTICLE TWENTY THREE - REGIONAL JOINT ADJUSTMENT BOARD

- 23.01** A Joint Adjustment Board as established in each regional area shall consist of three (3) regular representatives of the Union and three (3) regular representatives of the Employers.
- 23.02** The Joint Adjustment Board shall meet twice a year or more often as circumstances warrant.
- 23.03** There may be referred to the Joint Adjustment Board matters of industrial controversy, matters of general technical concern and matters of benefit to the industry where such matters may affect relations between the parties.
- 23.04** The Joint Adjustment Board may render recommendations on such matters as are referred to it.
- 23.05** One (1) representative of the Union and one (1) representative of the Employers from each Region shall be appointed to meet on matters of general technical concern and matters of benefit to the Industry on a provincial basis. Decisions and recommendations arising from any Provincial meeting must be discussed and approved, amended, or revised at the next Joint Adjustment Board meeting.

ARTICLE TWENTY FOUR - INDUSTRIAL PROJECTS

- 24.01** Industrial Construction shall mean all construction work that is within the work jurisdiction of Local Union No. 8 in respect to the following types of facilities:

- Breweries and distilleries;
- Electrical Power Generation;
- The Development of Mining and Smelting Properties;
- The Development of Oil Sands Properties;
- Oil Refineries, Upgraders and all form of hydro carbon production, extraction or processing;
- The Development of Chemical Plants from any and all forms of feed stocks or other sources;
- Pulp, Paper or Timber/Wood processing mills or sawmills;
- Toxic Waste Disposal Systems;
- Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide or any other manufactured gases;
- Base/Precious/Other Metal Production Plants or upgraders of any and all kinds;
- Pumping stations and compressor stations;
- Cement, Lime and Gypsum Plants.

Commercial and Institutional Work

24.02 Commercial and Institutional Construction shall mean all other construction work not specifically covered by the definition in 24.01 above that is within the jurisdiction of Local Union No. 8.

24.03 (a) Notwithstanding the definitions in 24.01 and 24.02 above, an Employer, expecting to be tendering Industrial work against "open" shop competition, may tender the work using commercial and institutional rates, terms and conditions.

Notwithstanding the definition in 24.02 above, work on Industrial sites as listed in 24.01 above shall be tendered using Industrial terms and conditions when it is known that the project is to be constructed by Union forces only. The Union is required to advise the Employers' Bargaining Agent in writing where they are knowledgeable that this provision should apply.

Where in the opinion of the Employer, the work is being tendered on an "open" shop basis, the Employer shall immediately notify the Employers' Bargaining Representative who in turn shall contact the Business Manager of Local Union No. 8 or his designate and advise him of the circumstances with respect to the work being tendered.

The Employers' Bargaining Representatives and the Business Manager of Local Union No. 8 shall endeavor to decide as to whether the work should be tendered using Industrial terms and conditions or commercial and institutional terms and conditions. Any decision will apply to all Employers tendering the work.

In the event that they cannot agree on a decision then the matter shall be referred to the Joint Adjustment Board in the Regional Area where the project is located. The decision of the Joint Adjustment Board shall be final and binding on both the Employer(s) and the Union.

The Parties recognize that time is of the essence and the members of the Joint Adjustment Board must be willing to meet on short notice, by telephone conference call if necessary, to make the necessary decisions as described above.

Any Employer failing to advise the Employers' Bargaining Representative of the need to tender using commercial and institutional terms and conditions shall be required to tender the work in question using Industrial terms and conditions.

24.04 "Blanket Enabling" for Commercial / Institutional Projects: Notwithstanding the foregoing, any Employer who wishes to apply a rate to a commercial / institutional project that is less than the rate set out in this Agreement respecting such a project, shall so advise the Registered Bargaining Agent for the Employers (the Association) of the minimum journeyman base rate necessary to be competitive in the tendering of the identified project. In the event only one such

contractor so contacts the Association respecting the project identified, the Association shall advise Local Union # 8 of the project and of the rate determined for that project prior to the tendering respecting the said project, and the rate so identified shall be the minimum rate for the journeyman employees of the said Employer who are engaged on the said project and the minimum rates for other employees of the said Employer on the said project shall be calculated on the said minimum journeyman rate.

In the event more than one Employer advises the Association of an intent to apply a lesser minimum journeyman base rate to a particular project, then the Association shall convene a meeting of the Employers who so advise the Association of such intent, and the minimum journeyman base rate to be applied to such project shall be decided by the meeting of such Employers. The Association shall advise Local Union # 8 of the project and of the rate so determined for that project prior to the tendering respecting the said project, and the rate so identified shall be the minimum rate for the journeyman employees of the said Employers and only of the said Employers who are engaged on the said project and the minimum rates for other employees of the said Employers on the said project shall be calculated on the said minimum journeyman rate.

ARTICLE TWENTY FIVE - SAVINGS CLAUSE

25.01 Should any Article, provision or any part of this agreement be void by reason of being contrary to law, the remainder of this agreement shall not be affected thereby.

ARTICLE TWENTY SIX - TERMS OF AGREEMENT

26.01 The Agreement shall be in full force and effect from the 5th day of July, 2004, up to and including the 30th day of April, 2007, and thereafter it shall be renewed from year to year unless notice for change is given as set forth below.

Should either party wish to change this Agreement they shall give notice of such desire to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to the 30th day of April 2007, or any subsequent anniversary date. Notice shall be given in writing to either party.

When notice to negotiate has been given by either party, this Agreement shall continue in full force and effect during any period of negotiations until termination. This Agreement shall terminate upon the following event(s):

- (i) legal strike; or
- (ii) legal lockout; or

(iii) the mutual agreement of the Parties.

It is mutually agreed by both the Employer and the Union that every effort shall be made by both parties to this Agreement to conclude negotiations for a renewal of the Agreement prior to the first day of May, 2007 should changes be desired by either party.

SIGNED THIS _____ day of _____, 2004, in _____ Alberta

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

**The Sheet Metal Workers'
International Association
Local Union #8**

per _____
Neil Tidsbury, President

per _____
Greg Reid

per _____
J. Peter Wyatt

JOB TARGETING APPENDIX

**to the
Collective Agreement
entered into by and between
Construction Labour Relations an Alberta Association
Sheet Metal (Provincial) Trade Division**

and

**Sheet Metal Workers' International Association Local #8, Edmonton, Alberta pursuant to
Registration Certificate Number 18**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from July 5th, 2004 to April 30, 2007 as set out in the said Collective Agreement, and

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

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

Now Therefore It Is Agreed As Follows:

- 1** Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Coordinating Committee of registered employers' organizations and of the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.
- 2** This Job Targeting Appendix shall remain in effect until terminated on sixty (60) days notice by either party or until April 30, 2007 whichever is the earlier. It is further understood that the parties shall meet periodically to review the application and operation of this Job Targeting Appendix and may amend the terms or operation of this Appendix at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Appendix, where there has been agreement upon special terms and conditions of employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.

This Job Targeting Appendix shall be attached to and part of the Collective Agreement between the Parties hereto.

This Agreement Signed this _____ day of _____, 2004

in Edmonton, Alberta by and between

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

**The Sheet Metal Workers'
International Association
Local Union #8**

per _____
Neil Tidsbury, President

per _____
Greg Reid

per _____
J. Peter Wyatt

LETTER OF UNDERSTANDING

BY AND BETWEEN

Construction Labour Relations, an Alberta Association Sheet Metal (Provincial) Trade Division

and

The Sheet Metal Workers' International Association Local Union Number 8

The Parties agree that an employer may utilize a blended rate respecting all projects enabled under clause 24.04, along with all projects for which the full commercial institutional rates are being utilized. The blended rate shall be subject to the approval of the Business Manager of Local #8, the employer, and the C.L.Ra Labour Relations representative for the Trade Division.

This Letter of Understanding shall be attached to and form part of the 2004-2007 Collective Agreement entered into between the parties pursuant to Registration Certificate #18.

This Agreement Signed this ____ day of _____, 2004

in Edmonton, Alberta by and between

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

**The Sheet Metal Workers'
International Association
Local Union #8**

per _____
Neil Tidsbury, President

per _____
Greg Reid

per _____
J. Peter Wyatt

Letter of Understanding

by and between

**Construction Labour Relations – An Alberta Association
Sheet Metal (Provincial) Trade Division
and**

**Sheet Metal Workers' International Association Local #8, Edmonton, Alberta pursuant to
Registration Certificate Number 18**

Re: Canadian Model for Providing a Safe Workplace and Return to Work Study

Whereas the Parties have entered into a Collective Agreement which prescribes the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule (as amended from time to time), and

Whereas the Parties agree that their shared interests may be best served by further investigation and study into issues surrounding return to work subsequent to a worker failing to comply with the Canadian Model for Providing a Safe Workplace,

Now Therefore It Is Agreed as follows:

- 1.** The Union and the Trade Division will each appoint three (3) members to a Committee to review the potential benefits and legal ramifications of the following subsequent to a worker failing to comply with the Canadian Model:
 - Subsequent assessment.
 - Rehabilitation if indicated.
 - Return to work with previous or new employer.
 - Eligibility for dispatch.
 - Privacy issues.
 - Return to work agreements between employers, workers and the union.
- 2.** The Parties agree to meet within six (6) months of this Collective Agreement becoming effective and to make a recommendation within six (6) months of the date of the first meeting if mutual agreement on a recommendation can be reached.
- 3.** If there is mutual agreement between the Union and the Trade Division, the recommendations may be incorporated into the Collective Agreement entered into between the Parties pursuant to Registration Certificate No. 18.

This Agreement Signed this _____ day of _____, 2004

in Edmonton, Alberta by and between

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

**The Sheet Metal Workers'
International Association
Local Union #8**

per _____
Neil Tidsbury, President

per _____
Greg Reid

per _____
J. Peter Wyatt