

ROOFERS

COLLECTIVE AGREEMENT

between

Construction Labour Relations – An Alberta Association:
Roofers (Provincial) Trade Division
(hereinafter referred to as the "Association")

on behalf of and as agent for all Employers who employ
Members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 59

(hereinafter referred to as the "Employers")

Party of the First Part

and

United Brotherhood of Carpenters & Joiners of America Local 1325

and

The Sheet Metal Workers International Association Local Union Number 8

and

The Construction and General Workers Local 92

May 24, 2015 to April 30, 2019

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ROOFERS COLLECTIVE AGREEMENT
FOR THE GENERAL CONSTRUCTION SECTOR

May 24, 2015 to April 30, 2019

Between

Construction Labour Relations – An Alberta Association:
Roofers (Provincial) Trade Division

(hereinafter referred to as the "Association")

on behalf of and as agent for all Employers who employ
Members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 59

(hereinafter referred to as the "Employers")

Party of the First Part

and

United Brotherhood of Carpenters & Joiners of America Local 1325

and

The Sheet Metal Workers International Association Local Union Number 8

and

The Construction and General Workers Local 92

(singularly or together hereinafter referred to as the "Union(s)")

Parties of the Second Part

WHEREAS, the representatives of the above-noted parties have bargained collectively pursuant to the provisions of the Alberta Labour Relations Code; and

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

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

ARTICLE ONE - OBJECTS

- 1.01** This Agreement shall be in full force and effect from May 24, 2015 up to and including the 30 day of April, 2019, and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.
- 1.02** Either party to this Agreement may, not less than 60 days or more than 120 days, immediately preceding the expiry date of this Agreement, require by notice in writing to the other party by registered or certified mail, to commence Collective Bargaining for the revision, renewal or replacement of this Collective Agreement. If notice to negotiate has been given, this Agreement shall remain in full force and effect until the commencement of a lawful strike or lockout or until the date that a new Collective Agreement comes into effect.
- 1.03** Notwithstanding 1.02 above, either party to this Collective Agreement may, not less than 60 days and not more than 120 days immediately preceding the expiry date of this Agreement, serve notice to the other party by registered or certified mail of its intent to terminate this Agreement on the expiry date listed in 1.01 above.
- 1.04** The Employer agrees that there shall be no lockout during the term of this Agreement.
- 1.05** The Union agrees that there be no strike, stoppage of work, slow down or work to rule or other collective action which would stop or interfere with the Employer's operations during the term of this Agreement.

ARTICLE TWO - TERRITORIAL JURISDICTION

- 2.01** The scope of this Agreement, as it applies to each individual Employer, shall be that established in the voluntary recognition or certification as it applies to each of the Employers within the Roofers' trade jurisdiction as specified in the Registration Certificate No. 59

ARTICLE THREE - JURISDICTIONAL DISPUTES

- 3.01** There shall be no strikes or lock-outs by the Union or the Employer during the term of this Agreement because of a jurisdictional dispute.
- 3.02** In the event of a jurisdictional dispute the Employer shall make an immediate assignment, in writing, of the disputed work and shall not change the assignment until a settlement is reached between the disputing parties.
- 3.03** In directing or making assignment of work under 3.02 of this Article such assignment shall be made on local area practices only.

- 3.04** All Jurisdictional Disputes shall be settled in accordance with the Procedural Rules stipulated in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

ARTICLE FOUR- MANAGEMENT RIGHTS

- 4.01** Subject only to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its plant and the direction of the working forces, including the right to hire and select workmen, promote and/or transfer any Employee or to discharge any Employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.
- 4.02** Employees party to this Agreement shall work under the conditions herein set out. The Employer shall be given preference in the supplying of Union Employees.
- 4.03** Employees who are working or are offered the number of hour's employment provided by this Agreement shall not engage in any other employment within the scope of this Agreement for remuneration or which interferes with their ability to perform their work.

ARTICLE FIVE - UNION RIGHTS

- 5.01** A Job Steward shall be recognized on all jobs and shall not be discriminated against. He shall be one of the last Members employed provided he is qualified for the classification of the work being performed. The Employer will notify the Business Manager or Representative prior to the dismissal of the Steward, except for reasons of safety. Job Stewards shall be allowed sufficient time to perform their duties provided they have received approval from their immediate supervisor which shall not unreasonably be with-held. All Job Stewards shall be appointed by the Business Manager of the Local Union and the Employer shall be notified in writing. Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the "Canadian Model - Alcohol and Drug Guidelines and Work Rule".
- 5.02** An Official Representative of the Union shall have access to all jobs covered by this Agreement in carrying out his regular duties after first notifying the Superintendent or person in charge and upon the condition that he shall not interfere with the performance of the work and agrees to comply with all safety regulations on site. A list of Roofers on the jobsite, if available on site, may be made available to the Union Representative on request. Information pertaining to jobsite locations shall be made available to the Union Representative upon request.

- 5.03** The Union shall have the right to have approved notices posted at designated places on the jobsite or in company workshops subject to approval by the Employer's authorized representative.
- 5.04** No Employee shall be recognized as a Foreman unless he has an Alberta certificate of qualifications as a Journeyman Roofer, and no Journeyman shall be required to take orders or instructions from any Foreman who does not have the above mentioned certificate.
- 5.05** The Employer agrees to hire only Members of the Union in good standing. If Members of the Union are not available, other men may be employed but shall make application to become Members of the Union within 30 days as a condition of employment.
- 5.06** The Employer agrees to deduct Union dues, including working dues as a condition of employment. Initiation fees and assessments shall be deducted immediately when the Employer is presented with the properly signed authorization. Such dues, initiation fees and assessments shall be remitted to the Secretary-Treasurer of the appropriate Union, accompanied by a list of the Employees for whom the deductions are made not later than the 15th day of the month following the month in which the deductions are made. The Employer agrees to provide the amount of dues deducted on the Employee's T4 Form.
- 5.07** Designated tradesmen ordered by the Employer from the Union office and appearing on the job at the designated time with referral slips and not put to work shall be paid 2 hours' pay plus traveling allowance where applicable.
- 5.08 Alcohol and Drug Policy**
- (a) Concurrence**
Except for the matters set out in Clause 5.08(b)&(c) below, the *Canadian Model* dated October 8, 2014, Version 5.0, [the "*Canadian Model*"], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.
 - (b) Random Testing**
Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* will not be applied by agreement. If applied to a Worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.
 - (c) Site Access Testing and Dispatch Conditions**
Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model*

will not be applied by agreement. If applied to a Worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the Owner or if the Owner itself imposes site access testing, section 5.5 of the *Canadian Model* will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the Worker will be under any obligation under the *Canadian Model* with respect to such a positive test.

(d) Test Results

The Employer, upon request from an Employee or Former Employee, will provide the confidential written report issued pursuant to 4.9 of the *Canadian Model* in respect to that Employee or Former Employee.

(e) Collection Site Documentation

In the event that a Worker's collection is determined to be incomplete or a refusal, with the consent and authorization of the Worker, the Union shall, upon request, be promptly provided with the information documented pursuant to sections II (10) and/or III (11) of Appendix A of the *Canadian Model*.

(f) Reasonable Cause and Post Incident Testing

Any drug testing required by the Employer pursuant to 4.4, 4.5 or 4.6 of the *Canadian Model* shall be conducted by oral fluid testing in accordance with 4.8.2 of the *Canadian Model*.

5.09 Aboriginal Closed Tender Work:

Where a Local Aboriginal Council deems that roofing work to be performed on Aboriginal Lands will be open for tender exclusively to Employers who are a Party to this Collective Agreement, it is agreed that no less than 15% of the roofing crew on that work will consist of aboriginal residents.

The Executive Secretary Treasurer or Business Representative shall coordinate the hiring under this Clause and shall supply the Employer with a list of prequalified workers to select from.

It is understood that the 15% minimum participation by aboriginal workers will be maintained provided sufficient numbers of qualified and competent Aboriginal Workers are available to work on the project on a full time basis. The Employer will process the apprenticeship of qualified Aboriginal tradespeople if requested.

5.10 The parties recognize that it is in their mutual best interest to include significant involvement of women, aboriginal peoples and Registered Apprenticeship

Program (RAP) students in the workforce. The Employer and the Union agree to cooperate in initiatives to this end.

The Employer agrees to notify the Union of the employment of any RAP students and it is agreed that other than this Article. RAP students will not be covered by the Collective Agreement.

ARTICLE SIX - SCOPE

6.01 The Employers recognize the Unions as the exclusive bargaining agents for all of the companies' Employees in the roofing industry as defined hereafter. Foremen, Roofer Journeymen, and Apprentices, operating and maintaining all types of mechanical tools and equipment used in the performance of work in connection with the roofing industry. All Employees employed in roofing, damp and waterproofing, insulation, concrete and clay tile, driving trucks, loading or unloading, rigging and hoisting and clean-up of all materials used in the roofing trade, including the hauling of men and materials on all jobsites.

Those Employees as listed above, engaged in the construction, repair, and demolition of all roofs.

6.02 For the purposes of this Agreement "Industrial Construction" shall be defined as construction work in respect of the roofing of buildings containing the plant process involved in facilities of the following types:

- Electrical power generation, hydro or thermal power plants;
- Development of Mining and Smelting Properties;
- Development of Oil Sands Properties;
- Oil Refineries, Upgraders and all forms of hydrocarbon production, extraction or processing;
- 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, liquid petroleum products and 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.

The above definition may be amended as may be mutually agreed by a Committee as set out in Article 16.

This Committee shall meet at the request of either the Employer or the Union, giving 24 hours' notice, in writing, to the other party.

ARTICLE SEVEN - HOURS OF WORK

7.01 Hours of Work and Overtime Applicable to Industrial Projects:

The regular hours of work shall be 8 hours per day 5 days per week or 10 hours per day 4 days per week, to a maximum of 40 hours per week.

- (a) The first 2 hours worked beyond the regular or shift hours as defined in this Article when working an 8 hour shift will be paid at 1½ times the applicable base wage rate. All other overtime hours worked will be paid at 2 times the applicable base wage rate.
- (b) The first 10 hours worked on a compressed work week day off when working a 10 hours per day 4 days per week shift will be paid at 1½ times the applicable base wage rate. All hours worked in excess of 10 hours per day or on a Saturday or Sunday will be paid at double the applicable base wage rate.
- (c) Hours lost due to inclement weather may be made up at straight time rates as agreed between the Foreman and the crew.

Back to Back Four Tens

- (d) A 10 day on 4 day off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in 1 week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half and the Saturday and Sunday will be paid at double time.
- (e) When a 10 day on 4 day off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least 3 working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

7.02 Hours of work Applicable to Commercial/Institutional Projects:

- (a) The regular straight time hours of work shall be 10 hours per day and 44 hours per week. Time worked beyond 10 hours in a day shall be paid at 1½ times the basic hourly rate. All time worked in excess of 44 hours in a week shall be paid at 1½ times the basic hourly rate. Hours worked on Sunday and Recognized Holidays [or the day observed in lieu] will be paid at the rate of 2 times the basic hourly rate.

- (b) Time lost due to inclement weather may be made up at straight time rates on a Saturday to a maximum of 10 hours. These hours shall be worked on a purely voluntary basis. This formula shall be governed on a biweekly basis.
- (c) When work is performed on out of town projects and where the 10 hour day straight time provisions are implemented [as referenced in (a)] and the crew is required by the Employer to stay in the area over the weekend then, if the crew requests the right to work on Saturday and work is available, that work will be made available even if Saturday is deemed to be an overtime day.
- (d) In the event that the Employer requires the Employees to work on a Saturday, and 44 hours straight time has already been achieved, then mandatory work on a Saturday will be paid at 1½ times the basic hourly rate, however if 5x8 hour days is the established work practice, then mandatory overtime starts after 44 hours.

7.03 In cases where more than 1 shift is worked in a 24 hours period the second and/or third shift will be paid a premium of \$1.00 per hour.

7.04 No Employees shall work more than 1 shift in a 24 hour period. A 24 hour period shall be from midnight to midnight.

7.05 Provision of Meals on Unscheduled Overtime

When Employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the tenth hour, to provide a meal at no cost to the Employees, for those involved. A ½ 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 4 hours, under the same conditions as above.

On projects when is it impractical for the contractor to provide a meal the Employee shall be paid a 15 minute paid break at the applicable rate of pay and the Employer shall pay a meal allowance of \$40.00 in lieu of the meal and time spent to consume the meal. This shall not apply in a circumstance where the overtime is projected to extend the work day beyond 12 hours.

Where a supervisor is required to:

- (a) start up to 1 hour earlier, or
- (b) finish up to 1 hour later, or
- (c) start up to a ½ hour earlier and finish up to a 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.

7.06 When an Employee reports to work at the regular starting time and such Employee is directed to remain on the work site, but not put to work, the Employee shall be entitled to a minimum of 2 hours pay at the applicable rate of pay or any longer period that they are directed to remain on the work site. These conditions shall also apply to Employees put to work and later sent home prior to the end of the regular shift.

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

7.08 Industrial Work - Overtime and Personal Time Off

- (a) It is accepted that an Employee may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) An Employee who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full 8 or 10 hours as scheduled for that shift. In the case of an Employee on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.
- (c) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. An Employee that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their Employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Employees who are absent from

work without pre-authorization, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.

7.09 Industrial Work - Two Break Option

When 10 hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, paid at the applicable rate, approximately equally spaced in the 10 hour shift. In the event an Employee is not able to take a break, the Employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of 10 hours. A change in the scheduling of breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change.

ARTICLE EIGHT - VACATIONS AND HOLIDAYS

8.01 (a) General Holidays shall be:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	

When one of these holidays falls on a Saturday or Sunday [or the Monday or Friday off if a compressed work week is in effect], the following regular working day shall be observed as the holiday. When Christmas falls on Saturday or Sunday, the following Monday and Tuesday shall be observed as the holidays.

Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the Collective Agreement prescribes straight time rates for the regular working day as set out in Clause 7.01 or 7.02. Under these circumstances, work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

(b) No work shall be performed on Labour Day except in an emergency situation.

8.02 Industrial Work - The Employer shall pay to the Employee for each hour worked [not including any pay for time traveled] a vacation allowance equal to 6% percent of the applicable rate of pay, and a holiday pay allowance equal to 4% percent of the applicable rate of pay.

Non-Industrial Work - The Employer shall pay to the Employee for each hour worked [as defined in Article 7 hereof] a vacation allowance equal to 6% percent of the Employee's straight time hourly rate, and a holiday pay allowance equal to 4% percent of the Employee's straight time hourly rate.

8.03 Holiday Observance

For the purposes of this section, a "regular work day" is a day for which straight time rates would apply and an "overtime day" is a day for which overtime rates would apply to all hours worked.

Where a General Holiday falls on an overtime day, the General Holiday will be observed on the next regular work day. Under these circumstances, work performed on the day on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

ARTICLE NINE - TRANSPORTATION, BOARD AND ROOM

9.01 Local Residents

- (a) A Local Resident is an individual who resides within a 75 kilometer radius of the center 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 45 kilometer 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.

Local Residents residing between a 45 kilometer radius and a 75 kilometer 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 \$36.00 per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of

\$19.00 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

- (c) 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.. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the job site, Local Residents shall also be entitled to receive hot soup.
- (d) Where a Local Resident Employee is required to work overtime, the Employee shall be entitled to overtime meals in accordance with this Agreement.
- (e) 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 Tradesperson 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.

A/ TRAVEL AND ACCOMMODATION FOR INDUSTRIAL PROJECTS

9.02 The following conditions as listed in Clauses 9.02 to 9.04 will apply on jobs within daily commuting distance of Edmonton, Calgary, or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.

- (a) (i) A 45 kilometer radius free zone from the center of the cities of Edmonton or Calgary; [Geodetic Monument] 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 101st Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone.
- (ii) No transportation or travel allowance shall be applicable within the free zone [subject to 9.02(a)(iii) and 9.02(b)]

(iii) The time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Employees shall be paid an allowance for time regularly and routinely in excess of 45 minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each Employee. The allowance will be paid only to Employees who ride on the provided buses, and only for the days on which they ride the buses.

(b) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the bus transportation system of those cities, where it is expected that the total construction workforce will exceed 500, 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.

9.03

(a) For projects beyond the 45 kilometer free zone for which daily travel is required, the Employer will have the following options;

(i) to provide transportation and pay travel allowance, or

(ii) reimburse the Employees, as a vehicle allowance, at the rate of \$0.52 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 kilometer per hour, at the Employee's applicable base rate, from the point where the edge of the 45 kilometer radius free zone intersects the road which takes the shortest, most appropriate route, to the project and return to the intersecting point.

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

The Coordinating Committee and the Building Trades of Alberta shall examine, during January of each year of the Collective Agreement, the information published by Canada Revenue Agency respecting the vehicle allowance amounts that will not be treated as taxable income, and that will be permitted as business expenses for Employers. Such information

normally establishes a maximum rate for the first 5,000 kilometers, and a lower rate for additional kilometers. The Coordinating Committee and the Building Trades of Alberta shall determine a rate that is midway between those 2 rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Building Trades of Alberta.

- (b) 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.

When there is Employer provided transportation and the driver of the vehicle is a member of the bargaining unit, the driver will be paid 15% above the regular base rate of pay.

- (c) 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.
- (d) 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 2 hours at the applicable straight time rate.
- (e) If an Employee is required by the Employer to move from 1 job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of \$0.52 per kilometer traveled if the Employee uses his/her own vehicle. The Employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (f) Employees required to travel out of a city or town to another job after working a shift, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of 1 ½ times 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

- 9.04 (a) Applicable within a 450 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 7 days per week; or
- (ii) mutually agreed room and board; or Employer provided room and \$60.00 per day for 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 \$110.00 per day except for the following regions:

[Note – to ensure accurate and up to date subsistence rates established for specific communities and regions as posted go to www.clra.org and click on subsistence rates.]

Athabasca	150.00	Grande Prairie	150.00
Bonnyville	150.00	Hanna	150.00
Camrose	120.00	Hardisty / Wainwright	155.00
Canmore/Exshaw	155.00	Hinton	150.00
Caroline	140.00	Lloydminster	160.00
Cold Lake	150.00	Medicine Hat	140.00
Drumheller	155.00	Peace River	150.00
Edson	125.00	Pincher Creek / Waterton	140.00
Elk Point/Vermilion	150.00	Red Deer	135.00
Empress	135.00	Rocky Mountain House	150.00
Forestburg	135.00	Stettler	120.00
Fox Creek	150.00	Swan Hills	115.00
Ft. McMurray	195.00	Whitecourt	150.00
Grande Cache	150.00		

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

Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled 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.

- (b) Applicable beyond a 450 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 5 days, the Employer will provide, on a 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 \$110.00 per day except for the following regions:

(Note – to ensure accurate and up to date subsistence rates established for specific communities and regions as posted go to www.clra.org and click on subsistence rates.)

Athabasca	150.00	Grande Prairie	150.00
Bonnyville	150.00	Hanna	150.00
Camrose	120.00	Hardisty / Wainwright	155.00
Canmore/Exshaw	155.00	Hinton	150.00
Caroline	140.00	Lloydminster	160.00
Cold Lake	150.00	Medicine Hat	140.00
Drumheller	155.00	Peace River	150.00
Edson	125.00	Pincher Creek / Waterton	140.00
Elk Point/Vermilion	150.00	Red Deer	135.00
Empress	135.00	Rocky Mountain House	150.00
Forestburg	135.00	Stettler	120.00
Fox Creek	150.00	Swan Hills	115.00
Ft. McMurray	195.00	Whitecourt	150.00
Grande Cache	150.00		

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.

- (c) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to Clauses 9.04(a)(ii) or 9.04(b)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations, which

committee shall make a final and binding decision within 5 days from the date of referral.

- (d) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these 3 options will satisfy the Employer's obligations pursuant to this Article.
- (e) (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:
- (1) provide suitable room and board; or
 - (2) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - (3) 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 Building Trades of Alberta 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 Building Trades of Alberta that a Subsistence review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within 5 working days of such request.
- (iii) The Subsistence Review Committee will consist of:
- 1 representative appointed by the Building Trades of Alberta;
 - 1 representative appointed by the Coordinating Committee of Registered Employers' Organizations;
 - 1 representative appointed by the National Maintenance Council; and
 - 1 representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the

National Maintenance Agreement and/or the General Presidents Agreement.

Appointees shall not 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 3 meals per day in the community or communities where Employees will be domiciled. In the event that the majority of 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 the majority of the Committee agrees with the resolve. Any such mutually agreed upon decision shall be issued within 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 5 days in accordance with the provisions of Article 14. 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 5 full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades of Alberta. 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;

- (1) 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.
- (2) 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.
- (3) Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- (4) 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.
- (5) Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

There shall be no more than 1 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.

(f) Applicable to all Regions

- (i) Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for days that they were scheduled to work [or other days as set out in 9.04 (b)].
 - (1) 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 medical, work site, or weather conditions.
 - (2) In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.

- (3) It is expected the circumstances to which this provision applies will be of short duration.
 - (4) 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.
- (ii) If an Employee chooses to leave before the completion of the shift without the consent of the Employer, the Employee 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, the Employee will be paid a full day's subsistence if less than half a shift is worked.
 - (iii) All camps must meet the specifications as negotiated by the Building Trades of Alberta and Construction Labour Relations - An Alberta Association 2010 - 2018 Camp Rules and Regulations, or any successor thereto.
 - (iv) All grievances concerning a camp will be resolved through the grievance procedure provided in the Building Trades of Alberta and Construction Labour Relations - An Alberta Association 2010 - 2018 Camp Rules and Regulations.
 - (v) If an Employee, who is housed in a camp, is required by the Employer to transfer from 1 camp room to another, the Employee shall be paid 2 hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings. Should the request to move from 1 room to another come from authorized persons employed by the Camp Manager or the Client, the Employee must inform the Employer of the move by the following work day to be eligible for this payment.

9.05

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 - \$88.00 each way;
 - (ii) 201 kilometers to 300 kilometers - \$124.00 each way;
 - (iii) 301 kilometers to 375 kilometers - \$150.00 each way;

- (iv) over 375 kilometers to 475 kilometers - \$224.00 each way, or actual Airfare if suitable proof of air transport is provided to the Employer,
- (v) over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of \$344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.

The Initial and Return Transportation Allowances [applicable to Industrial work] set out herein shall be subject to review in January of each year of this agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to Article 11.01(c), each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2016, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2016.

- (b) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid subject to the provisions of Article 9.05(c) below.
- (c) When transportation is provided by the Employer by way of air, bus, or other surface transportation acceptable to the Union and the Employer, prior to the commencement and following the conclusion of a work cycle [being scheduled days of work for which there is no more than a 1 day of rest scheduled within consecutive scheduled days], an Employee, at the time of dispatch, will be allowed to elect to use the Employer provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article 9.03(b).
 - (i) An Employee who has elected collective agreement initial/return/rotation allowances will no longer be paid any such payments not yet received if transportation is established and the Employee elects to use it. Such an Employee will not be required to return payments received to that point.
 - (ii) An Employee who has elected collective agreement initial/return/rotation allowances and who is found using Employer provided transportation will become disentitled to further collective agreement initial/return/rotation allowances, as one consequence.
 - (iii) If a person who elects collective agreement initial/return/rotation allowances uses Employer provided transportation for the initial

trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.

- (iv) Regulations shall be established for the use of Employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
- (v) Notwithstanding the foregoing, an Employee who has elected to use Employer provided transportation and who is hired, laid off, or terminated on a day when such transportation is not available shall be reimbursed the cost of a 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.
- (d) (i) 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 15 calendar days.
- (ii) If the Employee remains on the job until completion of 30 calendar days, the Employee shall qualify for return transportation allowance to be paid with his final pay at the subject site.
- (iii) 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.

9.06

ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL

- (a) On jobs located beyond a 300 kilometer radius to a maximum of 475 kilometer from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:

- (i) Pay an allowance of \$174.00 after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.

Where the Employee accepts Employer supplied transportation, the Employee shall not be entitled to the above allowance.

- (ii) Allow Employees 5 working days leave after each 35 calendar days of employment on the job.

- (b) On jobs located beyond a 475 kilometer 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 airline air fare where scheduled air service is available, or pay an allowance of \$312.00 where airline service is not available, after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.
 - (ii) Allow Employees 5 working days leave after each 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 than 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, subject to the provisions of 9.05(c) above.
- (e) Time taken off of 5 days, [4 on compressed work week] or longer shall not count towards the accumulation of days towards the next rotational leave.

B/ TRAVEL AND ACCOMMODATION - COMMERCIAL/INSTITUTIONAL PROJECTS

Daily Travel

- 9.07** A 45 kilometer radius free zone from the centers of the cities of Edmonton or Calgary [Geodetic Monument] or each jobsite, shall be established. The location of the Geodetic Monument of Edmonton is 101st Street and Jasper Avenue and for Calgary, the Calgary Tower.
- 9.08** For projects beyond the 45 kilometer free zone for which daily travel is required, the Employer will provide transportation plus provide a travel allowance equivalent to pay at the Employee's basic hourly wage rate [not including benefit Contributions or holiday and vacation pay] for time spent traveling from the Employer's shop to the jobsite and return. Time spent traveling will not be considered as time worked for the purposes of calculating overtime or for benefit Contributions owing. For Employers located outside of Edmonton or Calgary, the commercial travel provisions will remain as per the established practice for that Employer unless that Employer was following the provisions of the previous collective agreement, in which case the provisions of this clause will apply to them.

Where the Employer is required to supply transportation, such transportation shall be first class means of transportation to convey Employees, with sufficient seating accommodation for each person. Pick up points shall be mutually agreed upon.

When there is Employer provided transportation and the driver of the vehicle is a member of the bargaining unit, the driver will be paid 15% above the regular base rate of pay.

9.09 Camp and Subsistence

Where Employees are employed in the area beyond that in which daily travel applies and up to a radius of 450 kilometers from the center of the cities in which Local Unions are centered, as may be appropriate, the Employer may elect to provide:

- (a) 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**
- (b) mutually agreed room and board; or Employer provided room and \$60.00 per day for board, or
- (c) subsistence allowance of \$110 per day worked with the following exceptions.

[Note – to ensure accurate and up to date subsistence rates established for specific communities and regions as posted go to www.clra.org and click on subsistence rates.]

Athabasca	150.00	Grande Prairie	150.00
Bonnyville	150.00	Hanna	150.00
Camrose	120.00	Hardisty / Wainwright	155.00
Canmore/Exshaw	155.00	Hinton	150.00
Caroline	140.00	Lloydminster	160.00
Cold Lake	150.00	Medicine Hat	140.00
Drumheller	155.00	Peace River	150.00
Edson	125.00	Pincher Creek / Waterton	140.00
Elk Point/Vermilion	150.00	Red Deer	135.00
Empress	135.00	Rocky Mountain House	150.00
Forestburg	135.00	Stettler	120.00
Fox Creek	150.00	Swan Hills	115.00
Ft. McMurray	195.00	Whitecourt	150.00
Grande Cache	150.00		

- 9.10 Beyond a 450 kilometer radius from the center of the cities in which Local Unions are centered, as may be appropriate, the Employer, where the Employees do not return daily, has the same elections as above, but on the basis of 7 days per week.

9.11 Initial and Return Travel

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 employment based upon a radius from the cities in which Local Unions are centered, as applicable, as follows:

- (i) up to 200 kilometers - \$88.00 each way;
- (ii) 201 kilometers to 300 kilometers - \$124.00 each way;
- (iii) 301 kilometers to 375 kilometers - \$150.00 each way;
- (iv) over 375 kilometers to 475 kilometers - \$224.00 each way, or actual Airfare if suitable proof of air transport is provided to the Employer.
- (v) over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of \$344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.

9.12 Employees required to travel out of a city or town to another job after working a shift, and before an 8 hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the Employee shall be paid the normal rate for time traveled during the regular working day only.

9.13 If Employees leave the job of their own volition or are discharged for just cause within 15 calendar days, transportation and traveling allowance to and from the job may be withheld at the discretion of the Employer.

9.14 If Employees leave the job of their own volition or are discharged for just cause within 45 calendar days, transportation and traveling allowance from the job may be withheld at the discretion of the Employer.

9.15 When an Employee is directed or dispatched to work on a project in a National Park or other area where all available accommodation is inflated in price, the Employer will provide suitable room and board or the subsistence allowance shall be adjusted by mutual consent to meet the cost of the available accommodation.

9.16 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 2 hours at the applicable straight time rate.

9.17 Under no circumstances shall Employees accept any form of payment in lieu of the above provisions, unless prior agreement has been reached between the Employer and the Executive Secretary Treasurer or the Employees representative.

9.18 For projects in remote areas [i.e. areas where Employees cannot return home on weekends] turn-around leave shall be negotiated and mutually agreed upon, based upon the job schedule, but in any event not more than 45 days shall exist between turn-arounds.

9.19 Clause 9.09 shall apply only on condition that the Employees have worked the total regular hours per week as set out in Article 7.00 or if the project does not last 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.

9.20 Vehicle Allowance

Where the transportation prescribed in Clause 9.08 is not provided by the Employer to an Employee employed pursuant to this Collective Agreement, the Employer shall pay to the Employee a daily vehicle allowance, being the product of twice the distance in kilometers from the edge of the relevant free zone to the subject project times \$0.52 per kilometer. The Employer will insure that drivers will be covered by appropriate vehicle insurance under such circumstances.

ARTICLE TEN - WORKING CONDITIONS

10.01 A heated area for eating meals [apart and separate from the work area] and adequate sanitary facilities shall be provided on each jobsite.

10.02 In the event that the above facilities cannot be provided no Employee will be penalized for temporarily leaving the jobsite to gain access to proper facilities.

10.03 Cool drinking water in approved sanitary containers shall be provided where same is not available from taps.

10.04 All Employees covered by this Agreement shall be permitted 10 minutes in the first ½ and 10 minutes in the second ½ of a shift for a coffee break on the job during regular working hours.

10.05 Roofers Tool List (supplied by Journeymen and Apprentices)

- 1 - multi-purpose tool pouch
- 2 - utility knives (blades supplied by Employer)
- 1 – 25' x 1" tape measure
- 1 - 100' chalk line
- 1 – 10' crescent wrench

10.06 Following a fire, theft or loss of an Employee's tools and or gear the Employer shall compensate the Employee up to \$500.00 within 2 business days for any real

loss of their tools and or gear, providing the Employee provided an accurate list of their tools and gear to the Employer. Should there be changes to the list of tools and or gear it is the responsibility of the Employee to advise the Employer. The Employer has the right to confirm at any time the accuracy of the tool list provided by any Employee.

10.07 Tools and Protective Equipment

The Employer agrees to provide adequate protection and storage for all tools, safety equipment or protective clothing issued and to accept responsibility for normal wear and tear on return of broken or worn tools. Tools, safety equipment or protective clothing shall be kept in good condition at all times. Employees willfully misusing or failing to report the loss of tools, safety equipment or protective clothing may be subject to the cost of replacement and/or discipline.

Adequate shelter for storage and change of clothing, modern proper flush toilets, urinals and wash basins, are to be provided on all jobs by the Employer, as soon as job conditions permit. At the commencement of the Employer's phase of the project, where job conditions do not permit these sanitary facilities to be established; then other conditions may be agreed upon between the Employer and the Union. These facilities will be appropriately heated. They will be maintained in a clean and sanitary condition, and subject to Union and health department inspection.

ARTICLE ELEVEN - PAYMENT CONDITIONS

11.01 Pay day shall be weekly or biweekly and not more than 5 days' pay may be held back, unless other arrangements are made between the Employer and the Union. Employees are to be paid before the end of their regular shift, except when they are required to work a second or third shift on pay day, in which case they shall be paid on the preceding day. At the option of the Employer, direct deposit may be used for payment.

When Employees are laid-off or discharged, they shall be paid the wages due them at the time of lay-off or discharge and given their record of employment, except in the case where the Employer has not established a pay office at the jobsite. Payment will be mailed within 1 working day. Where direct deposit is used the Employer may provide the final pay on a cheque if payment is made on a day other than payday or use direct deposit payment on the next regular payday.

When an Employee voluntarily terminates their employment, the Employer will mail the Employees' wages to the last known address without undue delay but no longer than 2 working days [excluding Saturday, Sunday, and holidays] after termination.

Any Employee who terminates their employment while away from the project will notify the payroll office immediately and will receive the pay cheque in

accordance with this Article and all personal belongings may be shipped collect to the Employees' last known address unless previous arrangements have been made.

Where the Employer terminates or lays-off an Employee while away from the project, any personal belongings will be shipped prepaid to the Employees last known address unless alternative arrangements have been made.

The Employer shall make arrangements for the Employees to cash their pay cheques without exchange cost at a chartered bank.

It is understood that, for the purposes of scheduling hours of work, the work week will be based on a Sunday to Saturday.

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

- (a) straight-time hours paid
- (b) overtime hours paid
- (c) statutory holiday pay and vacation pay
- (d) travel time
- (e) pension
- (f) RRSP [if applicable – see Article 18]
- (g) shift premium paid

11.03 The Employer shall further provide each Employee with a statement of earnings for each pay period showing all amounts deducted.

11.04 Statutory Holiday pay and vacation pay shall be paid to each Employee every pay period.

11.05 Electronic Records

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

ARTICLE TWELVE - WAGES

Should any Employer become signatory to either the Sheet Metal Union or the Labourers Union under this Collective Agreement, the Trade Division would immediately enter into negotiations with the newly certified Union(s) to determine benefit Contribution related issues but not to vary gross wage rates, increment dates or other terms and conditions of employment in this collective agreement.

CARPENTER ROOFERS'**CARPENTER ROOFERS' INDUSTRIAL WAGE SCHEDULE**

	BASE	H&V	H&W	PENSION	TRAINING	TOTAL
Certified Journeyman						
24-May-15	40.09	4.01	1.60	2.80	0.00	48.50
Journeyman						
24-May-15	39.09	3.91	1.60	2.80	0.00	47.40
Fourth Year Apprentice						
24-May-15	38.09	3.81	1.60	2.80	0.00	46.30
Third Year Apprentice						
24-May-15	34.08	3.41	1.60	2.80	0.00	41.89
Second Year Apprentice						
24-May-15	30.07	3.01	1.60	2.80	0.00	37.48
First Year Apprentice						
24-May-15	26.06	2.61	1.60	2.80	0.00	33.07
Truck Driver						
24-May-15	37.68	3.77	1.60	2.80	0.00	45.85
Pre Apprentice Rates and Benefits - apply after 400 hours worked						
24-May-15	22.05	2.21	1.60	2.80	0.00	28.66
Roofer Helper Rates and Benefits - apply after 400 hours worked						
24-May-15	20.05	2.01	1.60	2.80	0.00	26.46
Pre Apprentice – During First 400 hours worked						
24-May-15	22.05	2.21	0.00	0.00	0.00	24.26
Roofer Helper – During First 400 hours worked						
24-May-15	20.05	2.01	0.00	0.00	0.00	22.06

Note - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 400 hours worked in either or both classifications combined. After the first 400 hours worked they shall be eligible for the noted Contributions.

Hours worked in the Roofing Trade not covered by this Collective Agreement shall be recognized by the Employer if such experience is satisfactory to the Employer

The Industrial Foreman rate will be \$4.50 above the Certified Journeyman rate. This rate will increase to \$5.00 above the Certified Journeyman rate when supervising 4 or more Employees.

CARPENTER ROOFERS'**CARPENTER ROOFERS' COMMERCIAL/INSTITUTIONAL WAGE SCHEDULE**

	BASE	H&V	H&W	PENSION	TRAINING	TOTAL
Certified Journeyman						
24-May-15	36.20	3.62	1.60	3.50	0.00	44.92
Journeyman						
24-May-15	35.30	3.53	1.60	3.50	0.00	43.93
Fourth Year Apprentice						
24-May-15	34.39	3.44	1.60	3.50	0.00	42.93
Third Year Apprentice						
24-May-15	30.77	3.08	1.60	3.50	0.00	38.95
Second Year Apprentice						
24-May-15	27.15	2.72	1.60	3.50	0.00	34.97
First Year Apprentice						
24-May-15	23.53	2.35	1.60	3.50	0.00	30.98
Pre Apprentice Rates and Benefits - apply after 710400 hours worked						
24-May-15	19.91	1.99	1.60	3.50	0.00	27.00
Roofer Helper Rates and Benefits - apply after 710400 hours worked						
24-May-15	18.10	1.81	1.60	3.50	0.00	25.01
Pre Apprentice - First 710400 hours Worked						
24-May-15	19.91	1.99	0.00	0.00	0.00	21.90
Roofer Helper - First 710400 Hours Worked						
24-May-15	18.10	1.81	0.00	0.00	0.00	19.91

Note - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 400 hours worked in either or both classifications combined. After the first 400 hours worked they shall be eligible for the noted Contributions.

Hours worked in the Roofing Trade not covered by this Collective Agreement shall be recognized by the Employer if such experience is satisfactory to the Employer.

The Commercial/Institutional Foreman rate will be \$4.00 above the Certified Journeyman rate.

SHEET METAL ROOFERS'**SHEET METAL ROOFERS' INDUSTRIAL WAGE SCHEDULE**

	BASE	H&V	H&W	PENSION	TRAINING	TOTAL
Certified Journeyman						
24-May-15	40.09	4.01	1.60	2.50	0.30	48.50
Journeyman						
24-May-15	39.09	3.91	1.60	2.50	0.30	47.40
Fourth Year Apprentice						
24-May-15	38.09	3.81	1.60	2.50	0.30	46.30
Third Year Apprentice						
24-May-15	34.08	3.41	1.60	2.50	0.30	41.89
Second Year Apprentice						
24-Nov-14	30.07	3.01	1.60	2.50	0.30	37.48
First Year Apprentice						
24-May-15	26.06	2.61	1.60	2.50	0.30	33.07
Truck Driver						
24-May-15	37.68	3.77	1.60	2.50	0.30	45.85
Pre Apprentice Rates and Benefits - apply after 400 hours worked						
24-May-15	22.05	2.21	1.60	2.50	0.30	28.66
Roofer Helper Rates and Benefits - apply after 400 hours worked						
24-May-15	20.05	2.01	1.60	2.50	0.30	26.46
Pre Apprentice – During First 400 hours worked						
24-May-15	22.05	2.21	0.00	0.00	0.00	24.26
Roofer Helper – During First 400 hours worked						
24-May-15	20.05	2.01	0.00	0.00	0.00	22.06

Note - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 400 hours worked in either or both classifications combined. After the first 400 hours worked they shall be eligible for the noted Contributions.

Hours worked in the Roofing Trade not covered by this Collective Agreement shall be recognized by the Employer if such experience is satisfactory to the Employer.

The Industrial Foreman rate will be \$4.50 above the Certified Journeyman rate. This rate will increase to \$5.00 above the Certified Journeyman rate when supervising four or more Employees.

SHEET METAL ROOFERS'**SHEET METAL ROOFERS' COMMERCIAL/INSTITUTIONAL WAGE SCHEDULE**

	BASE	H&V	H&W	PENSION	TRAINING	TOTAL
Certified Journeyman						
24-May-15	36.34	3.63	1.65	3.00	0.30	44.92
Journeyman						
24-May-15	35.44	3.54	1.65	3.00	0.30	43.93
Fourth Year Apprentice						
24-May-15	34.53	3.45	1.65	3.00	0.30	42.93
Third Year Apprentice						
24-May-15	30.91	3.09	1.65	3.00	0.30	38.95
Second Year Apprentice						
24-May-15	27.29	2.73	1.65	3.00	0.30	34.97
First Year Apprentice						
24-May-15	23.67	2.36	1.65	3.00	0.30	30.98
Pre-Apprentice after 400 hours						
24-May-15	20.05	2.00	1.65	3.00	0.30	27.00
Roofer Helper after 400 hours						
24-May-15	18.24	1.82	1.65	3.00	0.30	25.01
Pre-Apprentice – First 400 hours						
24-May-15	19.86	1.99	0.00	0.00	0.00	21.85
Roofer Helper – First 400 hours						
24-May-15	18.05	1.81	0.00	0.00	0.00	19.86

Note - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 400 hours worked in either or both classifications combined. After the first 400 hours worked they shall be eligible for the noted Contributions.

Hours worked in the Roofing Trade not covered by this Collective Agreement shall be recognized by the Employer if such experience is satisfactory to the Employer

The Commercial/Institutional Foreman rate will be \$4.00 above the Certified Journeyman rate.

ARTICLE THIRTEEN - APPRENTICESHIP

- 13.01** Roofer apprentices shall be employed in accordance with the following:
- 13.02** Employees must complete 710 hours of employment as a Pre Apprentice prior to becoming an Indentured Apprentice. No qualified Employee will be denied the opportunity to commence an Apprenticeship Program upon request to do so. Should the Employer wish to Indenture a Roofer Helper as an Apprentice Roofer the hours worked as a Roofer Helper may be considered by the Employer to be hours worked as a Pre-Apprentice for the purposes of this clause.
- 13.03** Non-Journeymen, once registered, must continue with the Apprenticeship Program and successfully complete each year of in school training before they can be advanced to higher status in this trade.
- 13.04** All presently employed persons, except qualified Journeymen Roofers, will be required to attend Apprenticeship Training School to obtain the status of a qualified Journeyman before qualifying for Journeyman rate of pay. Credit for existing experience shall be as of the signing of this Agreement. Credit for existing experience shall be as agreed with the Training School. Pay shall be in accordance with the Credits granted by the Department.
- 13.05** The application for registration shall be forwarded to the Apprenticeship Board with a copy to the Employer and the Union.
- 13.06** In the hiring of Apprentices the Employer shall give preference to suitable duly Registered Apprentices that are registered as unemployed at the Union Office.
- 13.07** All Apprentices, as a condition of employment, are required to attend at least once of the first 3 classes of the Apprentice Training Program.
- 13.08** The Apprentice, if unable to obtain approval from Employer and the Union for delaying participation in the Apprenticeship Training, may make application to the Consultative Committee for final decision.
- 13.09** Apprentices must attend Trade School when notified by the Apprenticeship Board unless exempt as per Clause 13.08. Failure to attend shall result in suspension from the roofing trade and employment from the Employer.
- 13.10** No Employee will qualify for Apprentice rates of pay as set out in Article 12 unless the Apprenticeship Program is adhered to. Progression from 1 years' Apprentice rate to the next higher rate shall depend upon the successful completion of the school program and training, applicable to the preceding year.

ARTICLE FOURTEEN - GRIEVANCE PROCEDURE

14.01 All time limits in this Article are defined as week days [excluding Saturday, Sunday and Holidays]. All time limits in this Article may be extended by the Parties to a specific date or for a specific time period by mutual written agreement.

In the event that either the Employer, Trade Division, or the Union wish to initiate a grievance regarding the interpretation, application, operation, or an alleged violation of this Agreement, such grievance shall be reduced to writing and shall be submitted by one party to the other within 15 days of the event giving rise to the grievance.

Every effort shall be made to resolve the grievance during this time period, however if a grievance has not been resolved within the preceding time frame of the Grievance Procedure, the grievance shall be advanced to a Joint Grievance Panel 14.02 (JGP) within 20 days of the alleged violation of this Agreement, unless one of the Parties to the grievance serves written notice within 20 days of the alleged violation of this Agreement of an intention to bypass the JGP in favour of referring the matter directly to Arbitration 14.03.

14.02 Joint Grievance Panel (JGP)

- (a) The JGP will consist of 2 appointees of the Employer and 2 appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (b) The JGP shall hold a hearing into the matter within 10 days of being appointed and shall issue their recommendation forthwith, but in any event within 3 days of the date the hearing was held.
- (c) Each of the Parties shall advise the other, within 5 days of receipt of the recommendation as to whether they accept or reject the recommendation.
- (d) In the event the Parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the Parties shall implement the recommendation within 10 days or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (e) 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 within 5 days of receipt of the JGP recommendations.
- (f) No lawyers shall be permitted to participate in the JGP proceedings.

14.03

Arbitration

- (a) The Arbitration Board shall be comprised of 1 Member appointed by each of the Parties and a neutral chairman appointed by the appointed Members. Each Party shall bear the expense of their appointee, and cost of the Arbitration Board Chair shall be borne by the unsuccessful Party, provided always, that the cost shall be limited to the actual cost of the Chair.
- (b) If either party fails to appoint a Member to the Arbitration Board within 10 days of the matter being referred to arbitration, or if the appointed Members cannot agree on a neutral chairman within 10 days of the appointment of the second Member, such appointments shall be made in accordance with the Labour Relations Code.
- (c) The Arbitration Board shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within 15 days of the appointment of the Chairman.
- (d) It shall not alter, amend, or change the terms of this Agreement. The majority decision of the Arbitration Board shall be final and binding on both Parties but if there is no majority award, the decision of the Chairman shall be the award.

ARTICLE FIFTEEN - WORKPLACE HEALTH & SAFETY

- 15.01** It is understood and agreed that the parties to this Agreement shall, at all times, comply with the Occupational Health and Safety Regulations as they apply to the roofing trade and any refusal on the part of an Employee to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.
- 15.02** Any Employee suffering injury must, if possible, report immediately at the First Aid Department or at the Time Office or to the Foreman and must also report to the Time Office before returning to work.
- 15.03** Employees shall use safety equipment, as required by the Occupational Health and Safety Regulations, which shall be provided by the Employer at no cost to the Employee.
- 15.04** **Safety Training Certificates**

The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, Workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of

contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, Workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

15.05 Special Requirements for Footwear and Eyewear

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

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

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

ARTICLE SIXTEEN - CONSULTATIVE COMMITTEE

- 16.01** The parties mutually agree that there shall be a Consultative Committee set up consisting of not less than 4 Members or more than 6 Members with equal representation from each of the parties.
- 16.02** The objective of this Committee is to attempt to resolve problems such as agreement obsolescence and matters not specifically outlined in this Agreement and alleged violations of this Agreement.
- 16.03** This Committee may agree to recommend changes to the provisions of this Agreement to provide for greater uniformity and/or conditions unique to the special needs of the industry. Any changes to the Agreement must be ratified by the CLR-A Roofers Provincial Trade Division and the appropriate Local Union before they are implemented.

ARTICLE SEVENTEEN - HEALTH AND WELFARE

- 17.01** The Employer shall contribute the amount set forth in Article 12 to the Alberta Carpenters & Allied Workers Health and Wellness Plan for Carpenter Roofers or Alberta Sheet Metal Health and Welfare Plan for Sheet Metal Roofers as the case may be. The said contribution [hereinafter sometimes called "Contributions"] shall be remitted in respect to each and every hour an Employee works.

Such Contributions are to be made solely by the Employer and no Employer will deduct such Contributions or any portion thereof from the Employee's wages.

Such Contributions are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Fund, the Employer's liability to the said Fund shall be limited to remittance of the above noted Contributions in the manners and at the times set out herein.

- 17.02** Upon the wages of any Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Health and Welfare Fund identified in this Article.
- 17.03** The Employer shall forward Contributions payable to the Health and Welfare Fund by the fifteenth day of the following month accompanied by a report of particulars that the Employee has worked, on a reporting form as approved from time to time by the Trustees.
- 17.04** The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the parties hereto.
- 17.05** The Employer by the execution of this Collective Agreement is bound to the applicable Health and Welfare Trust Agreement as if the Employer had executed the Trust Agreement and accepts the status of an Employer thereunder, which said respective Trust Agreement is incorporated by reference into and becomes part of this Collective Agreement.
- 17.06** Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not in any way limit any rights which the Union may have under this Agreement or otherwise.
- 17.07** It is agreed that during the term of this Collective Agreement that the Parties will monitor the benefits provided by the current Contribution levels with the intent of preserving current benefit levels. Any increase to the Health and Welfare Plan agreed upon by the Parties will be funded from the agreed upon gross wage rate increases.

ARTICLE EIGHTEEN - PENSION PLANS

Carpenter Roofers Pension Plan

- 18A.01** The Employer shall contribute the amount set forth in the Schedule attached hereto to the Pension Trust Fund applicable to the territory in which work is

performed. The said Contribution shall be remitted in respect to each and every hour worked within each of the respective territories.

Such Contributions are to be made solely by the Employer and no Employer will deduct such Contributions or any portions thereof from an Employee's wages. Such contributions [hereinafter sometimes called "Contributions"] are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

Notwithstanding any provision of this Collective Agreement or of any other document, including any document respecting the establishment or administration of the said Funds, the Employer's liability to the said Funds shall be limited to remittance of the above noted Contributions in the manner and at the times set out herein.

18A.02 Upon the wages of an Employee becoming due, the Contributions for that Employee will be calculated by the Employer and the aggregate of the Contributions for all Employees in a month shall be deemed to be monies held in trust for the Pension Fund in this Article.

18A.03 The Employer shall forward Contributions payable to the respective Local Union's Pension Fund, by the fifteenth day of the following month accompanied by a report of particulars on a reporting form as approved from time to time by the Trustees. Contributions may be remitted by cheque or direct deposit.

18A.04 The Trustees of the said Fund are to have the right, upon the request of either party hereto, to arrange for an inspection of the pay records of any Employer by a Chartered Accountant or other qualified person, not directly associated with either of the Parties hereto.

18A.05 The Employer by the execution of this Collective Agreement is bound to the respective Trust Agreements made as of the first day of June, 1975 A.D. between Local Union 1325 and the first day of April, 1975 A.D. and the Alberta Provincial Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and those Employers signatory to a Collective Agreement, as if he had executed the Trust Agreement and accepts the status of an Employer there under.

18A.06 Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not in any way limit any rights which the Union may have under this Agreement or otherwise.

Sheet Metal Roofers Pension Plan

18B.01 The Employer shall contribute to the Alberta Sheet Metal Workers 'Retirement Trust Fund the amount indicated in the wage schedule for every hour worked

under the terms of this Agreement. Such Contributions shall commence on the first day of employment for such Employees.

(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 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.

18B.02 Employees, when hired, shall be required to sign the necessary enrollment card required for eligibility and participation in the Plan.

18B.03 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 day of the calendar month following the period for which the Contributions are being reported.

18B.04 Employers shall complete and forward with the Contributions the reporting forms required by The Alberta Sheet Metal Workers' Retirement Trust Fund.

18B.05 An annual report on Trust Funds will be provided to the Parties to the Agreement upon request to the Administrator. [The Joint Board of Trustees must give formal approval prior to this clause taking effect.]

18B.06 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.

ARTICLE NINETEEN - SHEET METAL ROOFER TRAINING FUND

19.01 The Employer agrees to contribute the amount shown in Article 12.00 wage schedules, on hours worked, to the Sheet Metal Workers Education Trust Fund.

This fund shall be used to provide training and upgrading for workers such as, fall protection, rigging, manlift, swingstage, CSTS, first aid, fire extinguisher use, supervisor training, and H2S.

19.02 The Contributions made pursuant to Article 19 shall be forwarded to the Sheet Metal Workers Education Trust Fund, in the manner and format approved by Union, prior to the fifteenth day of the calendar month following the period for which the Contributions are being reported.

19.03 Employers shall complete and forward with the Contributions the reporting forms required by the Sheet Metal Workers Education Trust Fund.

ARTICLE TWENTY - SAVING CLAUSE

20.01 If any provision of this Agreement is in conflict with the laws or regulations of Canada or Alberta, such provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared this provision of this Agreement invalid or inoperable, the Association and the Union, within 15 days' notice of either upon the other, shall commence negotiations the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provision within 7 days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with the Grievance & Arbitration provisions of this Agreement.

ARTICLE TWENTY-ONE - EMPLOYER ASSOCIATION FUNDS

21.01 (a) In satisfaction of the Employers' obligations under Section 165 of the Labour Relations Code and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to the Association the hourly dues levied by the Association pursuant to Section 165 of the Code.

The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be \$0.07 per hour for each and every hour worked by Employees of the Employer that are affected by Construction Registration Certificate No. 59 and by this Collective Agreement. This amount may be amended from time to time, and notice to the Employer of an amendment shall be sufficient to amend this obligation.

In the event of a failure on the part of any Employer to contribute to the Association the dues required to be contributed pursuant to Section 165 of the Labour Relations Code and pursuant to this Article of this Collective Agreement, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association against the subject Employer. The Association may not, however, simultaneously pursue a violation of this Article through application to the Labour Relations Board and/or other civil action and through the grievance procedure.

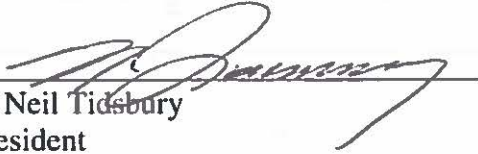
- (b) In addition to the contributions stipulated above, the Employer shall contribute to the Association amounts set by the Association, and amended from time to time by notice to the Employer, for the Construction Employee and Family Assistance Program, the Rapid Site Access Program, the Audiometric Program, and for Workforce Development Initiatives such as Helmets to Hardhats Canada and Trade Winds To Success. These amounts may be applicable to specific work carried out under this Collective Agreement, as stipulated in the notices to the Employer.

21.02 All cost relating to the administration of the fund(s) shall be borne by the above Association.

SIGNING PAGE

SIGNED THIS 1st DAY OF September, 2015 IN THE CITY OF EDMONTON, ALBERTA

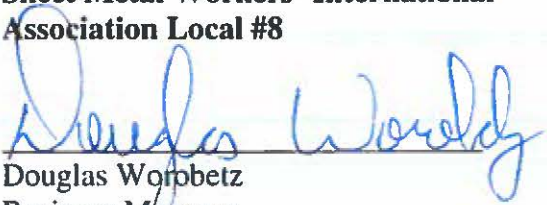
**Construction Labour Relations -
An Alberta Association
Roofers (Provincial) Trade Division**


R. Neil Tidsbury
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**


Martyn Piper
Executive Secretary Treasurer

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


Douglas Worobetz
Business Manager

**Construction and General
Workers' Local Union #92**


John Desrosiers
Business Manager

**Letter of Understanding
by and between**

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

(hereinafter referred to as the "Association")

**on behalf of and as agent for all Employers who employ
Members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 59**

(hereinafter referred to as the "Employers")

Party of the First Part

and

United Brotherhood of Carpenters & Joiners of America Local 1325

and

The Sheet Metal Workers International Association Local Union Number 8

and

The Construction and General Workers Local 92

SPECIAL PROJECT NEEDS

Whereas the Parties have entered into a Collective Agreement, pursuant to Registration Certificate #59, which shall remain in effect from May 1st, 2015 through April 30, 2019 as set out in the said Collective Agreement, and

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

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

Now Therefore It Is Agreed As Follows:

- 1 A Special Project Needs Agreement ["SPNA"] shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
- 2 An Owner is an organization developing an Industrial Construction project in Alberta.
- 3 A Employer shall be a General Contractor on the date of application bound by at least 4 Registration Collective Agreements.
- 4 The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.
- 5 An Owner, an Employer or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations [the "Coordinating Committee"] and shall specify the location of the project and the scope of the work to be performed.
- 6 If the project gate is beyond daily commuting distance [beyond 125 kilometers of the city centre of either Calgary or Edmonton] the SPNA for the project shall be in the form Template A posted at www.clra.org and www.albertacarpenters.com .
- 7 If the project gate is within daily commuting distance [within 125 kilometers of the city centre of either Calgary, or Edmonton or within 45 kilometers of the city centre of Red Deer] the SPNA for the project shall be in the form Template B posted at www.clra.org and www.albertacarpenters.com .
- 8 Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
- 9 Either Party to this Collective Agreement, who challenges that an applicant Owner or Employer meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
- 10 Upon the filing of a grievance under Clause 9, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under Article 14 of this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
- 11 Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the thirty-first day after the SPNA is received from the Chair of the Coordinating Committee.

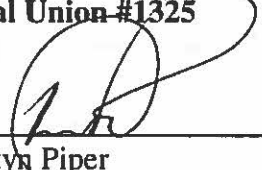
- 12 This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.
- 13 Special project needs may also be addressed by the Parties, on their own or in concert with others, by agreement.
- 14 This Letter of Understanding shall be attached to and be part of the Collective Agreement between the Parties hereto.

SIGNED THIS 1st DAY OF September, 2015 IN THE CITY OF EDMONTON, ALBERTA

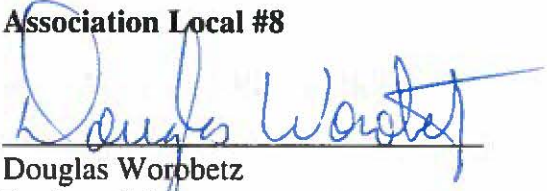
**Construction Labour Relations -
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**Letter of Understanding
by and between**

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

(hereinafter referred to as the "Association")

on behalf of and as agent for all Employers who employ
Members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 59

(hereinafter referred to as the "Employers")

Party of the First Part

and

United Brotherhood of Carpenters & Joiners of America Local 1325

and

The Sheet Metal Workers International Association Local Union Number 8

and

The Construction and General Workers Local 92

INDUSTRIAL PROJECTS IN THE EDMONTON AND CALGARY AREAS

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 59, and


Whereas, the Parties have determined a need to be competitive on industrial projects within daily commuting distances from Edmonton and Calgary,

Now Therefore It Is Agreed as follows:

1. On industrial projects within a 75 kilometer radius of Edmonton or Calgary the Employer may opt to use industrial terms with commercial rates of pay.
2. When this provision is utilized there will be no travel allowance payable on projects within the city limits of Edmonton or Calgary.
3. When this provision is utilized, daily travel allowance beyond the City limits will be calculated from the geodetic monument to the work site.
4. This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed the 1st day of February 2015, and signed on behalf of the Parties:

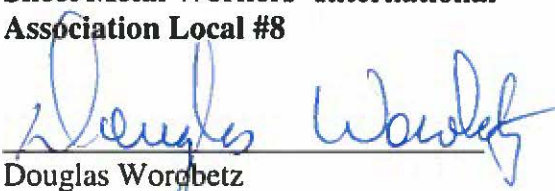
**Construction Labour Relations -
An Alberta Association
Roofers (Provincial) Trade Division**


R. Neil Tidsbury
President

**United Brotherhood of Carpenters
and Joiners of America
Local Union #1325**


Martyn Piper
Executive Secretary Treasurer

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


Douglas Wordbetz
Business Manager

**Construction and General
Workers' Local Union #92**


John Desrosiers
Business Manager

**Letter of Understanding
by and between**

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

(hereinafter referred to as the "Association")

**on behalf of and as agent for all Employers who employ
Members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 59**

(hereinafter referred to as the "Employers")

Party of the First Part

and

United Brotherhood of Carpenters & Joiners of America Local 1325

and

The Sheet Metal Workers International Association Local Union Number 8

and

The Construction and General Workers Local 92

INDUSTRIAL WAGE DETERMINATION

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 59, and

Whereas, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

I Definitions and Application

- (a) **"CPI Change"** shall be the average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm> .

- (b) **“Oil Price”** shall be the average of the daily prices posted for West Texas Intermediate Oil, in current \$US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>.
- (c) **“Group 4 Average Wage”** shall, with reference to the Consolidation Order issued in respect to the 2015 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Ironworkers – Structural, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month of April prior to a calculation.
- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.
- (e) A wage adjustment shall not be less than zero.

2 Calculations

- (a) There will be no adjustment to wages on the effective date of the agreement.
- (b) The wage adjustment for November, to be calculated in the first week of September, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
- (c) The wage adjustment for May, to be calculated in the first week of March, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by Group 4 Average Wage.

- (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
- (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.
- (e) In the event the above calculations do not result in an increase in 2015 and 2016, the Framework Bargaining Committee shall reconvene discussions in the first week of September, 2016.

3 Wage Schedules

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom. The final determination of the wage schedules shall be issued no later than the 7th day of March or September, for the May and November adjustments, respectively.

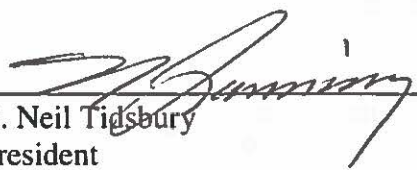
4 Effective Dates

The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

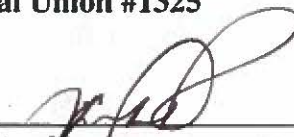
5 This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed the 1st day of September 2015, and signed on behalf of the Parties:

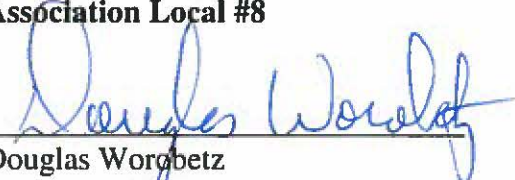
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John Desrosiers
Business Manager

**Letter of Understanding
by and between**

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

(hereinafter referred to as the "Association")

**on behalf of and as agent for all Employers who employ
Members of the bargaining unit and who are bound by the
Collective Agreement under Registration Certificate No. 59**

(hereinafter referred to as the "Employers")

Party of the First Part

and

United Brotherhood of Carpenters & Joiners of America Local 1325

and

The Sheet Metal Workers International Association Local Union Number 8

and

The Construction and General Workers Local 92

COMMERCIAL WAGE DETERMINATION

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 59, and

Whereas, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

1) Calculations for Commercial/Institutional Work

- (a) There will be no adjustment to wages on the effective date of the agreement. The first Commercial Wage adjustment calculation will occur in May 2016.
- (b) The wage adjustment for May 2016, to be calculated in the first week of March, shall be:
 - (i) The annual percentage adjustment of the Commercial wage adjustments will be calculated on the percentage of the November 2015 Roofers Industrial adjustment plus the percentage of the May 2016 Roofers Industrial adjustment to a total maximum of 3% of the of the current Commercial Journeyperson gross rate.
 - (ii) The annual percentage adjustment of the Commercial wage adjustments in May 2017 will be calculated on the percentage of the November 2016 Roofers Industrial adjustment plus the percentage of the May 2017 Roofers Industrial adjustment to a total maximum of 3% of the of the Commercial Journeyperson gross rate established in May 2016.
 - (iii) The annual percentage adjustment of the Commercial wage adjustments in May 2018 will be calculated on the percentage of the November 2017 Roofers Industrial adjustment plus the percentage of the May 2018 Roofers Industrial adjustment to a total maximum of 3% of the of the Commercial Journeyperson gross rate established in May 2017.
 - (iv) If the Commercial wage increase in May 2018 is below the maximum of 3% for 2018 then there will be November 2018 calculation applied but not to exceed the 3% for the year 2018.
 - (v) In the event that the Commercial wage increase in May 2018 has reached the maximum of 3% then there will be no wage calculation for November 2018.

2) Wage Schedules

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom. The final determination of the wage schedules shall be issued no later than the 7th day of March or September, for the May and November adjustments, respectively.

3) Effective Dates

The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed on the 15th day of September 2015, and signed on behalf of the Parties:

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


R. Neil Tidsbury
President

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Local Union #1325**


Martyn Piper
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**on behalf of and as agent for all Employers who employ
Members of the bargaining unit and who are bound by the
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Party of the First Part

and

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and

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and

The Construction and General Workers Local 92

COMPENSATION FOR EMPLOYEES DRAWING PENSION PAYMENTS

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 59, and

Whereas the Parties jointly desire to facilitate the ongoing employment of persons who are drawing pension benefits from the Pension Trust Funds referenced in Article 18.00 A and B of the Collective Agreement, and to provide equitable compensation for such persons,

Now Therefore It Is Agreed As Follows:

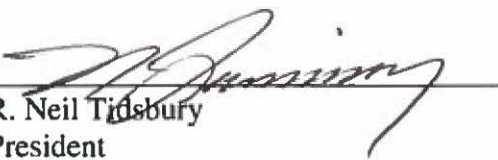
- 1 Certified Journeyman and Journeyman Employees who are receiving Pension Trust Fund benefits at age 60 and over shall be compensated in accordance with the below schedule.

	BASE	H&V	H&W	PENSION	TRAINING	TOTAL
INDUSTRIAL CARPENTER ROOFER						
Certified Journeyman						
24 -May-15	42.13	4.21	1.60	0.00	0.00	47.95
Uncertified Journeyman						
24 -May-15	41.13	4.11	1.60	0.00	0.00	46.84
COMMERCIAL CARPENTER ROOFER						
Certified Journeyman						
24 -May-15	38.74	3.79	1.60	0.00	0.00	44.13
Uncertified Journeyman						
24 -May-15	37.84	3.79	1.60	0.00	0.00	43.23
INDUSTRIAL SHEET METAL ROOFER						
Certified Journeyman						
24 -May-15	41.91	4.19	1.60	0.00	0.30	48.00
Uncertified Journeyman						
24 -May-15	40.91	4.09	1.60	0.00	0.30	46.90
COMMERCIAL SHEET METAL ROOFER						
Certified Journeyman						
24 -May-15	39.52	3.95	1.60	0.00	0.30	45.37
Uncertified Journeyman						
24 -May-15	37.62	3.76	1.60	0.00	0.30	43.28


- 2 Forthwith after wage adjustments are calculated in accordance with the Letters of Understanding respecting Wage Determination, the above schedule shall be updated
- 3 The above calculations shall be reviewed prior to the termination of the Collective Agreement to determine the applicability and appropriateness of the adjustment amounts.
- 4 This Letter of Understanding shall be attached to and part of the Collective Agreement between the Parties hereto.

Signed this 18th day of September, 2015, by and between:

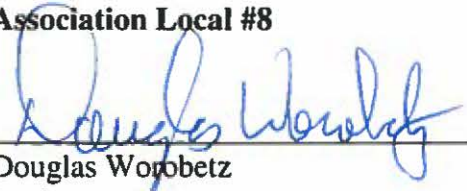
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