

This Letter of Understanding, entered into on this 19<sup>th</sup> day of May, 2009

**By and Between:**

**Construction Labour Relations – An Alberta Association  
Roofers (Provincial) Trade Division  
(hereinafter referred to as the Registered Employers' Organization)**

**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)")**

**Letter of Understanding**

WHEREAS the Registered Employers' Organization and the Regional Council have entered into a collective agreement, which is currently in force and effect, pursuant to Registration Certificate No. 59;

AND WHEREAS representatives of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations, jointly, have considered critically changed circumstances since the initial conclusion of the collective agreement, and there has been a recommendation for adjustment to the collective agreement that has been considered and acted upon by the parties hereto,

AND WHEREAS each of the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations, and their constituent Unions or Registered Employers' Organizations, have approved such an amendment

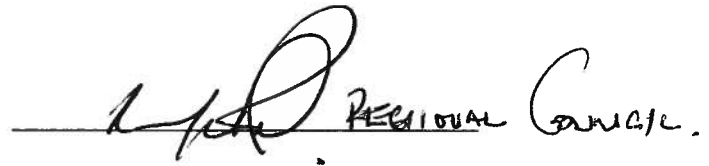
NOW THEREFORE in consideration of the premises and the covenants contained herein the parties by their duly authorized officers agree as follows.

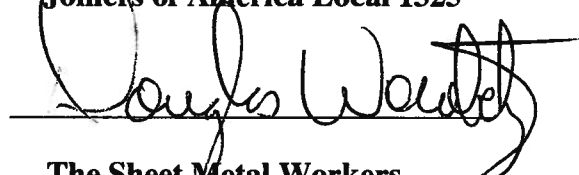
1. That the increase in wages in "Article Twelve - Wages", of the collective agreement scheduled for May 2009 is replaced with the following:


- a) The previously negotiated wage increase of 6.5% is to be divided equally into 2 increments, the first increment to take effect on May 3, 2009 and the second increment to take effect on November 1, 2009, as set out in Appendix A hereto.
  - b) This redistribution of the May 2009 increase is effective for Industrial construction work and those wage schedules which refer to Industrial construction work are amended accordingly.
2. The remainder of the collective agreement remains in effect and is affirmed by the parties.
  3. This Letter of Understanding attaches to and forms part of the collective agreement.

ALL OF WHICH IS AGREED and executed by the parties, by their duly authorized officers on the date first written above.

  
\_\_\_\_\_  
**The Registered Employers' Organization**

  
\_\_\_\_\_  
**United Brotherhood of Carpenters & Joiners of America Local 1325**

  
\_\_\_\_\_  
**The Sheet Metal Workers  
International Association Local Union  
Number 8**

  
\_\_\_\_\_  
**The Construction and General  
Workers Local 92**

**Appendix A  
Carpenter Roofers' Industrial Wage Schedule**

<b>Certified Journeyman</b>	<b>BASE</b>	<b>H&amp;V</b>	<b>H&amp;W</b>	<b>PENSION</b>	<b>TRAINING</b>	<b>TOTAL</b>
28-Oct-07	\$32.68	\$3.27	\$1.10	\$1.10	\$0.30	\$38.45
04-May-08 *	\$33.85	\$3.39	\$1.25	\$1.50	\$0.30	\$40.29
03-May-09 **	\$34.76	\$3.48	\$1.31	\$1.75	\$0.30	\$41.60
01-Nov-09	\$35.91	\$3.59	\$1.36	\$1.75	\$0.30	\$42.91
02-May-10	\$37.47	\$3.75	\$1.40	\$2.00	\$0.30	\$44.92
<b>Journeyman</b>						
28-Oct-07	\$31.86	\$3.19	\$1.10	\$1.10	\$0.30	\$37.55
04-May-08	\$33.01	\$3.30	\$1.25	\$1.50	\$0.30	\$39.36
03-May-09	\$33.90	\$3.39	\$1.31	\$1.75	\$0.30	\$40.65
01-Nov-09	\$35.01	\$3.50	\$1.36	\$1.75	\$0.30	\$41.92
02-May-10	\$36.53	\$3.65	\$1.40	\$2.00	\$0.30	\$43.88
<b>Apprentice 4th Year</b>						
28-Oct-07	\$31.05	\$3.11	\$1.10	\$1.10	\$0.30	\$36.66
04-May-08	\$32.16	\$3.22	\$1.25	\$1.50	\$0.30	\$38.43
03-May-09	\$33.03	\$3.30	\$1.31	\$1.75	\$0.30	\$39.69
01-Nov-09	\$34.11	\$3.41	\$1.36	\$1.75	\$0.30	\$40.93
02-May-10	\$35.60	\$3.56	\$1.40	\$2.00	\$0.30	\$42.86
<b>Apprentice 3rd Year</b>						
28-Oct-07	\$27.78	\$2.78	\$1.10	\$1.10	\$0.30	\$33.06
04-May-08	\$28.77	\$2.88	\$1.25	\$1.50	\$0.30	\$34.70
03-May-09	\$29.55	\$2.96	\$1.31	\$1.75	\$0.30	\$35.87
01-Nov-09	\$30.52	\$3.05	\$1.36	\$1.75	\$0.30	\$36.98
02-May-10	\$31.85	\$3.19	\$1.40	\$2.00	\$0.30	\$38.74
<b>Apprentice 2nd Year</b>						
28-Oct-07	\$24.51	\$2.45	\$1.10	\$1.10	\$0.30	\$29.46
04-May-08	\$25.39	\$2.54	\$1.25	\$1.50	\$0.30	\$30.98
03-May-09	\$26.07	\$2.61	\$1.31	\$1.75	\$0.30	\$32.04
01-Nov-09	\$26.93	\$2.69	\$1.36	\$1.75	\$0.30	\$33.03
02-May-10	\$28.10	\$2.81	\$1.40	\$2.00	\$0.30	\$34.61
<b>Apprentice 1st Year</b>						
28-Oct-07	\$21.24	\$2.12	\$1.10	\$1.10	\$0.30	\$25.86
04-May-08	\$22.00	\$2.20	\$1.25	\$1.50	\$0.30	\$27.25
03-May-09	\$22.59	\$2.26	\$1.31	\$1.75	\$0.30	\$28.21
01-Nov-09	\$23.34	\$2.33	\$1.36	\$1.75	\$0.30	\$29.08
02-May-10	\$24.36	\$2.44	\$1.40	\$2.00	\$0.30	\$30.50
<b>Pre Apprentice Rates and Benefits - apply after 710 hours worked</b>						
28-Oct-07	\$17.97	\$1.80	\$1.10	\$1.10	\$0.30	\$22.27
04-May-08	\$18.62	\$1.86	\$1.25	\$1.50	\$0.30	\$23.53
03-May-09	\$19.11	\$1.91	\$1.31	\$1.75	\$0.30	\$24.38
01-Nov-09	\$19.75	\$1.98	\$1.36	\$1.75	\$0.30	\$25.14
02-May-10	\$20.61	\$2.06	\$1.40	\$2.00	\$0.30	\$26.37

*(Carpenter Roofers' Industrial Wage Schedule continued)*

**Roofer Helper Rates and Benefits - apply after 710 hours worked**

28-Oct-07	\$16.34	\$1.63	\$1.10	\$1.10	\$0.30	\$20.47
04-May-08	\$16.93	\$1.69	\$1.25	\$1.50	\$0.30	\$21.67
03-May-09	\$17.38	\$1.74	\$1.31	\$1.75	\$0.30	\$22.48
01-Nov-09	\$17.96	\$1.80	\$1.36	\$1.75	\$0.30	\$23.17
02-May-10	\$18.74	\$1.87	\$1.40	\$2.00	\$0.30	\$24.31

**Truck Driver**

28-Oct-07	\$30.72	\$3.07	\$1.10	\$1.10	\$0.30	\$36.29
04-May-08	\$31.93	\$3.19	\$1.10	\$1.50	\$0.30	\$38.02
03-May-09	\$32.66	\$3.27	\$1.31	\$1.75	\$0.30	\$39.29
01-Nov-09	\$33.72	\$3.37	\$1.36	\$1.75	\$0.30	\$40.50
02-May-10	\$35.19	\$3.52	\$1.40	\$2.00	\$0.30	\$42.41

**Pre Apprentice - First 710 hours Worked**

28-Oct-07	\$17.97	\$1.80				\$19.77
04-May-08	\$18.62	\$1.86				\$20.48
03-May-09	\$19.11	\$1.91				\$21.01
01-Nov-09	\$19.75	\$1.98				\$21.73
02-May-10	\$20.61	\$2.06				\$22.67

**Roofer Helper - First 710 Hours Worked**

28-Oct-07	\$16.34	\$1.63				\$17.97
04-May-08	\$16.93	\$1.69				\$18.62
03-May-09	\$17.38	\$1.74				\$19.12
01-Nov-09	\$17.96	\$1.80				\$19.76
02-May-10	\$18.74	\$1.87				\$20.61

**Note** - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 710 hours worked in either or both classifications combined. After the first 710 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 (4) or more employees.**

**Note \*** - All classifications on this increment reflect the agreed amendment to the Health and Welfare Contribution.

**Note \*\*** - All classifications on this increment reflect the cost of living adjustment.

## SHEET METAL Roofers' Industrial Wage Schedule

INDUSTRIAL	BASE	H&V	H&W	PENSION	TRAINING	TOTAL
<b>Certified Journeyman</b>						
28-Oct-07	\$32.86	\$3.29	\$1.10	\$1.00	\$0.20	\$38.45
04-May-08	\$33.95	\$3.39	\$1.20	\$1.50	\$0.25	\$40.29
03-May-09 **	\$34.82	\$3.48	\$1.30	\$1.75	\$0.25	\$41.60
01-Nov-09	\$36.01	\$3.60	\$1.30	\$1.75	\$0.25	\$42.91
02-May-10	\$37.47	\$3.75	\$1.40	\$2.00	\$0.30	\$44.92
<b>Journeyman</b>						
28-Oct-07	\$32.05	\$3.20	\$1.10	\$1.00	\$0.20	\$37.55
04-May-08	\$33.10	\$3.31	\$1.20	\$1.50	\$0.25	\$39.36
03-May-09	\$33.95	\$3.40	\$1.30	\$1.75	\$0.25	\$40.65
01-Nov-09	\$35.11	\$3.51	\$1.30	\$1.75	\$0.25	\$41.92
02-May-10	\$36.53	\$3.65	\$1.40	\$2.00	\$0.30	\$43.88
<b>App – 4<sup>th</sup> Year</b>						
28-Oct-07	\$31.24	\$3.12	\$1.10	\$1.00	\$0.20	\$36.66
04-May-08	\$32.25	\$3.23	\$1.20	\$1.50	\$0.25	\$38.43
03-May-09	\$33.08	\$3.31	\$1.30	\$1.75	\$0.25	\$39.69
01-Nov-09	\$34.21	\$3.42	\$1.30	\$1.75	\$0.25	\$40.93
02-May-10	\$35.60	\$3.56	\$1.40	\$2.00	\$0.30	\$42.86
<b>App – 3<sup>rd</sup> Year</b>						
28-Oct-07	\$27.97	\$2.79	\$1.10	\$1.00	\$0.20	\$33.06
04-May-08	\$28.87	\$2.88	\$1.20	\$1.50	\$0.25	\$34.70
03-May-09	\$29.61	\$2.96	\$1.30	\$1.75	\$0.25	\$35.87
01-Nov-09	\$30.62	\$3.06	\$1.30	\$1.75	\$0.25	\$36.98
02-May-10	\$31.85	\$3.19	\$1.40	\$2.00	\$0.30	\$38.74
<b>App – 2<sup>nd</sup> Year</b>						
28-Oct-07	\$24.69	\$2.47	\$1.10	\$1.00	\$0.20	\$29.46
04-May-08	\$25.48	\$2.55	\$1.20	\$1.50	\$0.25	\$30.98
03-May-09	\$26.13	\$2.61	\$1.30	\$1.75	\$0.25	\$32.04
01-Nov-09	\$27.03	\$2.70	\$1.30	\$1.75	\$0.25	\$33.03
02-May-10	\$28.10	\$2.81	\$1.40	\$2.00	\$0.30	\$34.61
<b>App – 1<sup>st</sup> Year</b>						
28-Oct-07	\$21.42	\$2.14	\$1.10	\$1.00	\$0.20	\$25.86
04-May-08	\$22.09	\$2.21	\$1.20	\$1.50	\$0.25	\$27.25
03-May-09	\$22.65	\$2.26	\$1.30	\$1.75	\$0.25	\$28.21
01-Nov-09	\$23.44	\$2.34	\$1.30	\$1.75	\$0.25	\$29.08
02-May-10	\$24.36	\$2.44	\$1.40	\$2.00	\$0.30	\$30.50
<b>Pre-App after 710 hours</b>						
28-Oct-07	\$18.15	\$1.82	\$1.10	\$1.00	\$0.20	\$22.27
04-May-08	\$18.71	\$1.87	\$1.20	\$1.50	\$0.25	\$23.53
03-May-09	\$19.16	\$1.92	\$1.30	\$1.75	\$0.25	\$24.38
01-Nov-09	\$19.85	\$1.99	\$1.30	\$1.75	\$0.25	\$25.14
02-May-10	\$20.61	\$2.06	\$1.40	\$2.00	\$0.30	\$26.37

**SHEET METAL Roofers' Industrial Wage Schedule CONTINUED**

**Roofer Helper after 710 hours**

28-Oct-07	\$16.52	\$1.65	\$1.10	\$1.00	\$0.20	\$20.47
04-May-08	\$17.02	\$1.70	\$1.20	\$1.50	\$0.25	\$21.67
03-May-09	\$17.44	\$1.74	\$1.30	\$1.75	\$0.25	\$22.48
01-Nov-09	\$18.07	\$1.80	\$1.30	\$1.75	\$0.25	\$23.17
02-May-10	\$18.74	\$1.87	\$1.40	\$2.00	\$0.30	\$24.31

**Truck Driver**

28-Oct-07	\$30.90	\$3.09	\$1.10	\$1.00	\$0.20	\$36.29
04-May-08	\$31.88	\$3.19	\$1.20	\$1.50	\$0.25	\$38.02
03-May-09	\$32.72	\$3.27	\$1.30	\$1.75	\$0.25	\$39.29
01-Nov-09	\$33.82	\$3.38	\$1.30	\$1.75	\$0.25	\$40.50
02-May-10	\$35.19	\$3.52	\$1.40	\$2.00	\$0.30	\$42.41

**Pre-App – First 710 hours**

28-Oct-07	\$18.15	\$1.82				\$19.97
04-May-08	\$18.71	\$1.87				\$20.58
03-May-09	\$19.16	\$1.92				\$21.08
01-Nov-09	\$19.85	\$1.98				\$21.83
02-May-10	\$20.61	\$2.06				\$22.67

**Roofer Helper – First 710 hours**

28-Oct-07	\$16.52	\$1.65				\$18.17
04-May-08	\$17.02	\$1.70				\$18.72
03-May-09	\$17.44	\$1.74				\$19.18
01-Nov-09	\$18.07	\$1.81				\$19.88
02-May-10	\$18.74	\$1.87				\$20.61

**Note** - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 710 hours worked in either or both classifications combined. After the first 710 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.**

**Note \*\*** - All classifications on this increment reflect the cost of living adjustment.

# **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

**from October 28, 2007 to April 30, 2011**

*Revision May 5 2009*

## TABLE OF CONTENTS

<b><u>ARTICLE ONE - OBJECTS</u></b>	<b><u>4</u></b>
<b><u>ARTICLE TWO - TERRITORIAL JURISDICTION</u></b>	<b><u>4</u></b>
<b><u>ARTICLE THREE - JURISDICTIONAL DISPUTES</u></b>	<b><u>4</u></b>
<b><u>ARTICLE FOUR - MANAGEMENT RIGHTS</u></b>	<b><u>5</u></b>
<b><u>ARTICLE FIVE - UNION RIGHTS</u></b>	<b><u>5</u></b>
<b><u>ARTICLE SIX - SCOPE</u></b>	<b><u>6</u></b>
<b><u>ARTICLE SEVEN - HOURS OF WORK</u></b>	<b><u>7</u></b>
<b><u>ARTICLE EIGHT - VACATIONS AND HOLIDAYS</u></b>	<b><u>9</u></b>
<b><u>ARTICLE NINE - TRANSPORTATION, BOARD AND ROOM</u></b>	<b><u>10</u></b>
<b><u>ARTICLE TEN - WORKING CONDITIONS</u></b>	<b><u>23</u></b>
<b><u>ARTICLE ELEVEN - PAYMENT CONDITIONS</u></b>	<b><u>24</u></b>
<b><u>ARTICLE TWELVE - WAGES</u></b>	<b><u>25</u></b>
<b><u>ARTICLE THIRTEEN - APPRENTICESHIP</u></b>	<b><u>34</u></b>
<b><u>ARTICLE FOURTEEN - GRIEVANCE PROCEDURE</u></b>	<b><u>34</u></b>
<b><u>ARTICLE FIFTEEN - ACCIDENT PREVENTION</u></b>	<b><u>36</u></b>
<b><u>ARTICLE SIXTEEN - CONSULTATIVE COMMITTEE</u></b>	<b><u>37</u></b>
<b><u>ARTICLE SEVENTEEN - HEALTH AND WELFARE</u></b>	<b><u>37</u></b>
<b><u>ARTICLE EIGHTEEN - PENSION PLAN</u></b>	<b><u>38</u></b>
<b><u>ARTICLE NINETEEN - SHEET METAL ROOFER TRAINING FUND</u></b>	<b><u>40</u></b>
<b><u>ARTICLE TWENTY - SAVING CLAUSE</u></b>	<b><u>40</u></b>
<b><u>ARTICLE TWENTY-ONE - EMPLOYER ASSOCIATION FUNDS</u></b>	<b><u>40</u></b>
<b><u>SIGNING PAGE</u></b>	<b><u>42</u></b>
<b><u>LETTER OF UNDERSTANDING RE: CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE</u></b>	<b><u>43</u></b>



**ROOFERS COLLECTIVE AGREEMENT  
FOR THE GENERAL CONSTRUCTION SECTOR**

**October 28, 2007 to April 30, 2011**

**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 October 28, 2007 up to and including the 30th day of April, 2011, 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 sixty (60) days or more than one hundred and twenty (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 sixty (60) days and not more than one hundred and twenty (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 hours 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 thirty (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 Local 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 two (2) hours' pay plus traveling allowance where applicable.

**5.08** The 2005 edition of the Canadian Model for Providing a Safe Workplace will be applied on all work sites as set out in the attached Letter of Understanding.

**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 contractors who are a Party to this Collective Agreement, it is agreed that no less than fifteen percent (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 contractor 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 contractor will process the apprenticeship of qualified aboriginal tradesmen 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 twenty-four (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 eight (8) hours per day/five days per week or ten (10) hours per day/four days per week, to a maximum of forty (40) hours per week.

- (i) The first two hours worked beyond the regular or shift hours as defined in this Article when working an eight hour shift will be paid at one and one half times (1.5x) the applicable base wage rate. All other overtime hours worked will be paid at two times (2x) the applicable base wage rate.
- (ii) The first ten (10) hours worked on a compressed work week day off when working a ten hours per day / four days per week shift will be paid at one and one-half times (1.5x) the applicable base wage rate. All hours worked in excess of ten hours per day or on a Saturday or Sunday will be paid at double the applicable base wage rate.

Hours lost due to inclement weather may be made up at straight time rates as agreed between the Foreman and the crew.

### **7.02 Hours of work Applicable to Commercial and Institutional Projects:**

- (a) The regular straight time hours of work shall be ten (10) hours per day and forty-four (44) hours per week. Time worked beyond ten hours in a day shall be paid at one and one-half times (1.5x) the basic hourly rate. All time worked in excess of forty four (44) hours in a week shall be paid at one and one-half (1.5x) the basic hourly rate. Hours worked on Sunday and Recognized Holidays (or the day observed in lieu) will be paid at the rate of double (2x) 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 ten (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 ten (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 forty-four (44) hours straight time has already been achieved, then mandatory work on a Saturday will be paid at one and one-half times (1.5x) the basic hourly rate, however if five eight hour days is the established work practice, then mandatory overtime starts after forty-four (44) hours.

**7.03** In cases where more than one shift is worked in a twenty-four (24) hours period the second and/or third shift will be paid a premium of one dollar (\$1.00) per hour.

**7.04** No employees shall work more than one (1) shift in a twenty-four (24) hour period. A twenty-four (24) hour period shall be from midnight to midnight.

**7.05** If a worker is required to work in excess of ten (10) hours the Company shall supply a suitable hot meal and time to eat it at no cost to the employee. When it is impractical to provide a meal the Employer will provide a \$25.00 meal allowance and one half hour pay at straight time rates in lieu of the meal and the time spent to consume it.

Where a supervisor is required to:

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

- 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 two (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** Should the Union be successful in organizing five (5) non-union roofing contractors performing work in the northern area of the province (Ponoka North) who employ twenty (20) or more employees in the bargaining unit, the regular work hours on commercial will be amended from ten (10) hours per day and forty-four (44) hours per week, to eight (8) hours per day, forty (40) hours per week effective on the date of the next scheduled increase, provided all five (5) of the above noted contractors is certified or voluntarily recognizes the Union on or before the date of the next scheduled increase. Should the number of major roofing contractors certified in the northern area of the province (Ponoka North) who employ twenty (20) or more employees in the bargaining unit fall below five (5) [due to a revocation of certification(s) ] the regular commercial work week will revert to forty-four (44) hours per week.

## **ARTICLE EIGHT - VACATIONS AND HOLIDAYS**

- 8.01** All work performed on the following recognized holidays and any such day as may be declared by the Federal or Alberta Governments shall be paid for at the rate of double time (2x), plus any applicable shift differential as follows:
- |                |                        |
|----------------|------------------------|
| New Year's Day | Thanksgiving Day       |
| Family Day     | Remembrance Day        |
| Good Friday    | Christmas Day          |
| Victoria Day   | Boxing Day             |
| Canada Day     | First Monday in August |
| Labour Day     |                        |
- 8.02** Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.
- 8.03** No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.

#### **8.04 HOLIDAY & VACATION PAY**

The employer shall pay to the Employee for each hour worked (not including any pay for time traveled) a vacation allowance equal to six (6) percent of the applicable rate of pay, and a holiday pay allowance equal to four (4) percent of the applicable rate of pay.

Monies so credited shall be disbursed with every pay cheque.

### **ARTICLE NINE - TRANSPORTATION, BOARD AND ROOM**

#### **9.01 Local Residents**

(a) A local resident is an individual who resides within a seventy-five (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 forty-five (45) km. radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.

Local residents residing between a forty-five (45) km radius and a seventy-five (75) km radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of thirty three dollars (\$33.00) (Note - \$36.00 on May 3, 2009) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of sixteen dollars and fifty cents (\$16.50) (Note \$18.00 on May 3, 2009) 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 no Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the job site, Local Residents shall also be entitled to receive hot soup.

(d) Where a Local Resident Employee is required to work overtime, he 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 tradesmen will be given an opportunity to join the Union and



will be dispatched to the job when positions become available, subject to the mutual agreement of the parties. The Parties to the Collective Agreement agree that they will undertake a monitoring process to evaluate the employment status of Local Resident Members residing in the Wood Buffalo region, and such other region where a client expresses a concern during the term of the Agreement. If it is determined that there is an underutilization of Local Resident Members the Parties will meet and address the issue.

## **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) A forty-five (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 101<sup>st</sup> Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone
- (a.1) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the bus transportation system of those cities, where it is expected that the total construction workforce will exceed 750, the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The parties shall take into account such considerations as climate, seasons, road capacity, other projects and industries using the same corridors, workforce curves, and site infrastructure.

## **INDUSTRIAL**

- 9.03**
- (a) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options;
    - to provide transportation and pay travel allowance, or
    - reimburse the employees, as a vehicle allowance, at the rate of forty nine cents (\$0.49) per kilometer traveled each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

- (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.
- (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 two (2) hours at the applicable straight time rate.
- (e) If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of forty seven nine cents (\$0.49) per kilometer traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (f) Employees required to travel out of a city or town to another job after working a shift, and before an eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half the normal rate. If still traveling the following day, the employee shall be paid the normal rate for time traveled during the regular working day only.

**ACCOMMODATION, ROOM & BOARD  
INDUSTRIAL**

- 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 seven days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred dollars (\$100.00) per day with the following exceptions:

Athabasca	\$120.00
Bonnyville	\$135.00
Camrose	\$120.00
Canmore/Exshaw	\$155.00
Cold Lake	\$135.00
Drumheller	\$130.00
Edson	\$125.00
Forestburg	\$110.00
Fox Creek	\$125.00
Ft. McMurray	\$195.00
Grande Prairie	\$130.00
Hanna	\$120.00
Hardisty	\$120.00
Hinton	\$135.00
Lloydminster	\$145.00
Peace River	\$125.00
Pincher Creek/Waterton	\$140.00
Red Deer	\$125.00
Stettler	\$120.00
Swan Hills	\$115.00
Wainwright	\$120.00
Whitecourt	\$130.00

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

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 five days, the employer will provide, on a seven (7) days per week basis:

- (i) camp accommodation; or
- (ii) Mutually agreed room and board, or subsistence allowance as follows.
- (iii) reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred dollars (\$100.00) per day.

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 Council and the Coordinating Committee of registered employers' organizations, which committee shall make a final and binding decision within five days from the date of referral.

- (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 three 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:
- provide suitable room and board; or
  - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
  - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:
- (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Alberta Building trades Council that a Subsistence review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.
- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where Employees will be domiciled. In the event that the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the

allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 14.00. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.
- (v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included;
- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
  - To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.
  - Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at

- The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective Agreement, over an average weekly period.
- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this clause.

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

**(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)).
- 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.
- In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
- It is expected the circumstances to which this provision applies will be of short duration.
- For the purposes of this Article, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

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

**(iii)** All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations Association 1999 - 2008 camp rules and regulations, or any successor thereto.

(iv) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.

(v) If an employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the employee shall be paid two hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings. Should the request to move from one 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 - \$77.00 (Note \$84.00 on May 3, 2009) each way;
- (ii) 201 kilometers to 300 kilometers - \$110.00 (Note \$120.00 on May 3, 2009) each way,
- (iii) 301 kilometers to 375 kilometers, and the Empress area - \$132.00 (Note \$144.00 on May 3, 2009) each way,
- (iv) over 375 kilometers to 475 kilometers - \$198.00 (Note \$216.00 on May 3, 2009) 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 \$302.50 (Note \$330.00 on May 3, 2009) each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.

(a.1) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid subject to the provisions of Article 9.05 (a.2) below.

(a.2) 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 one 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).



- 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.
- 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.
- If a person who elects collective agreement initial/return/rotation allowances uses employer provided transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
- Regulations shall be established for the use of employer provided transportation governing behaviour and the use of, e.g., alcohol, tobacco and other substances.
- 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.

**(b)**

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

**9.06 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL**

- (a)** On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and seventy-five (475) km. from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i)** Pay an allowance of One Hundred and fifty four dollars (\$154.00) (Note \$168.00 on May 3, 2009) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

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

- (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy-five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
  - (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of Two Hundred and Seventy Five Dollars (\$275.00) (Note \$300.00 on May 3, 2009) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
  - (ii) Allow Employees Five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (d) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the provisions of 9.05 (a.2) above.
- (e) Time taken off of five (5) days, (four (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 AND INSTITUTIONAL PROJECTS**

### **Daily Travel**

- 9.07** A forty-five (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 forty-five (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 contractors located outside of Edmonton or Calgary, the commercial travel provisions will remain as per the established practice for that contractor unless that contractor 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.

**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 four hundred and fifty (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**
- (c) subsistence allowance of one hundred dollars (\$100.00) per day worked with the following exceptions.

Athabasca	\$120.00
Bonnyville	\$135.00
Camrose	\$120.00
Canmore/Exshaw	\$155.00
Cold Lake	\$135.00
Drumheller	\$130.00
Edson	\$125.00
Forestburg	\$110.00
Fox Creek	\$125.00
Ft. McMurray	\$195.00
Grande Prairie	\$130.00
Hanna	\$120.00
Hardisty	\$120.00
Hinton	\$135.00
Lloydminster	\$145.00
Peace River	\$125.00
Pincher Creek/Waterton	\$140.00
Red Deer	\$125.00
Stettler	\$120.00
Swan Hills	\$115.00
Wainwright	\$120.00
Whitecourt	\$130.00

**9.10** Beyond a four hundred and fifty (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 seven (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 his employment based upon a radius from the cities in which Local Unions are centered, as applicable, as follows:

- (i) up to 200 kilometers - \$77.00 (Note \$84.00 on May 3, 2009) each way;
- (ii) 201 kilometers to 300 kilometers - \$110.00 (Note \$120.00 on May 3, 2009) each way
- (iii) 301 kilometers to 375 kilometers, and the Empress area - \$132.00 (Note \$144.00 on May 3, 2009) each way
- (iv) over 375 kilometers to 475 kilometers - \$198.00 (Note \$216 on May 3, 2009) 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 \$302.50 (Note \$330.00 on May 3, 2009) 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 eight (8) hour break occurs, shall be paid for all time traveled at the rate of time and one-half (1½x) 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 fifteen (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 forty-five (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 two (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 his 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 forty-five (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 one 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 Article 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 forty nine cents (49¢) 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 ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the job during regular working hours.

**10.05** Roofers Tool List (supplied by Journeymen and Apprentices

- One (1) muti-purpose tool pouch
- Two (2) utility knives (blades supplied by employer)
- One (1) twenty-five foot one inch tape measure
- One (1) one hundred foot chalk line
- One (1) ten inch crescent wrench

**10.06** Following a fire, theft or loss of an employees tools and or gear the employer shall compensate the employee up to five hundred dollars (\$500.00) within two 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.

## **ARTICLE ELEVEN - PAYMENT CONDITIONS**

**11.01** Pay day shall be weekly or biweekly and not more than five (5) days' pay may be held back, unless other arrangements are made between the Employer and the Union. 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 one (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 his employment, the Employer will mail his wages to his last known address without undue delay but no longer than two (2) working days (excluding Saturday, Sunday, and holidays) after termination.

Any employee who terminates his employment while away from the project will notify the payroll office immediately and will receive his pay cheque in accordance with this Article and his personal belongings may be shipped collect to his 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 his 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:

- (i) straight-time hours paid
- (ii) overtime hours paid
- (iii) statutory holiday pay and vacation pay
- (iv) travel time
- (v) pension
- (vi) RRSP (if applicable – see Article 18.00)
- (vii) shift premium paid

- 11.03** The Employer shall further provide each employee with a statement of his 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.

## **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.

### **INDUSTRIAL**

- Increase gross Certified Journeyman rate by the following amounts;
- Effective on Sunday following ratification, increase the gross rate by 6.5% of the gross rate at expiry of the 2003 to 2007 Collective Agreement
- Effective on May 4/08 increase the gross rate by either 5% of the gross rate at expiry of the 2003 to 2007 Collective Agreement or by a percentage equivalent to the “CPI Alberta Rate” increase for the year 2007 plus 1% calculated on the gross rate at expiry of the 2003 – 2007 Collective Agreement, whichever amount is greater.
- Effective on May 3/09 increase the gross rate by either 6.5% of the gross rate at May 4/08 or by a percentage equivalent to the “CPI Alberta Rate” increase for the year 2008 plus 1% calculated on the gross rate at May 4/08, whichever amount is greater.
- Effective on May 2/10 Increase the gross rate by either 5% of the gross rate at May 4/08 or by a percentage equivalent to the “CPI Alberta Rate” increase for the year 2009 plus 1% calculated on the gross rate at May 4/08, whichever amount is greater.
- Where the “CPI Alberta Rate” increase for a particular year is used in this article, it shall mean the rate of change between the Consumer Price Index published for December of the year immediately prior to the effective date of the wage adjustment, and that for December of the year before that. The indices referenced shall be those published by Statistics Canada on the web page “Consumer Price Index (monthly) (Alberta)” (e.g. <http://www40.statcan.ca/101/cst01/cpis01j.htm>) “All Items” index.

**12.01 WAGE SCHEDULE****CARPENTER ROOFERS****Carpenter Roofers' Industrial Wage Schedule**

<b>Certified Journeyman</b>	<b>BASE</b>	<b>H&amp;V</b>	<b>H&amp;W</b>	<b>PENSION</b>	<b>TRAINING</b>	<b>TOTAL</b>
28-Oct-07	\$32.68	\$3.27	\$1.10	\$1.10	\$0.30	\$38.45
04-May-08 *	\$33.85	\$3.39	\$1.25	\$1.50	\$0.30	\$40.29
03-May-09 **	\$34.76	\$3.48	\$1.31	\$1.75	\$0.30	\$41.60
01-Nov-09	\$35.91	\$3.59	\$1.36	\$1.75	\$0.30	\$42.91
02-May-10	\$37.47	\$3.75	\$1.40	\$2.00	\$0.30	\$44.92
<b>Journeyman</b>						
28-Oct-07	\$31.86	\$3.19	\$1.10	\$1.10	\$0.30	\$37.55
04-May-08	\$33.01	\$3.30	\$1.25	\$1.50	\$0.30	\$39.36
03-May-09	\$33.90	\$3.39	\$1.31	\$1.75	\$0.30	\$40.65
01-Nov-09	\$35.01	\$3.50	\$1.36	\$1.75	\$0.30	\$41.92
02-May-10	\$36.53	\$3.65	\$1.40	\$2.00	\$0.30	\$43.88
<b>Apprentice 4th Year</b>						
28-Oct-07	\$31.05	\$3.11	\$1.10	\$1.10	\$0.30	\$36.66
04-May-08	\$32.16	\$3.22	\$1.25	\$1.50	\$0.30	\$38.43
03-May-09	\$33.03	\$3.30	\$1.31	\$1.75	\$0.30	\$39.69
01-Nov-09	\$34.11	\$3.41	\$1.36	\$1.75	\$0.30	\$40.93
02-May-10	\$35.60	\$3.56	\$1.40	\$2.00	\$0.30	\$42.86
<b>Apprentice 3rd Year</b>						
28-Oct-07	\$27.78	\$2.78	\$1.10	\$1.10	\$0.30	\$33.06
04-May-08	\$28.77	\$2.88	\$1.25	\$1.50	\$0.30	\$34.70
03-May-09	\$29.55	\$2.96	\$1.31	\$1.75	\$0.30	\$35.87
01-Nov-09	\$30.52	\$3.05	\$1.36	\$1.75	\$0.30	\$36.98
02-May-10	\$31.85	\$3.19	\$1.40	\$2.00	\$0.30	\$38.74
<b>Apprentice 2nd Year</b>						
28-Oct-07	\$24.51	\$2.45	\$1.10	\$1.10	\$0.30	\$29.46
04-May-08	\$25.39	\$2.54	\$1.25	\$1.50	\$0.30	\$30.98
03-May-09	\$26.07	\$2.61	\$1.31	\$1.75	\$0.30	\$32.04
01-Nov-09	\$26.93	\$2.69	\$1.36	\$1.75	\$0.30	\$33.03
02-May-10	\$28.10	\$2.81	\$1.40	\$2.00	\$0.30	\$34.61
<b>Apprentice 1st Year</b>						
28-Oct-07	\$21.24	\$2.12	\$1.10	\$1.10	\$0.30	\$25.86
04-May-08	\$22.00	\$2.20	\$1.25	\$1.50	\$0.30	\$27.25
03-May-09	\$22.59	\$2.26	\$1.31	\$1.75	\$0.30	\$28.21
01-Nov-09	\$23.34	\$2.33	\$1.36	\$1.75	\$0.30	\$29.08
02-May-10	\$24.36	\$2.44	\$1.40	\$2.00	\$0.30	\$30.50



**Carpenter Roofers' Industrial Wage Schedule continued****Pre Apprentices Rates and Benefits - apply after 710 hours worked**

28-Oct-07	\$17.97	\$1.80	\$1.10	\$1.10	\$0.30	\$22.27
04-May-08	\$18.62	\$1.86	\$1.25	\$1.50	\$0.30	\$23.53
03-May-09	\$19.11	\$1.91	\$1.31	\$1.75	\$0.30	\$24.38
01-Nov-09	\$19.75	\$1.98	\$1.36	\$1.75	\$0.30	\$25.14
02-May-10	\$20.61	\$2.06	\$1.40	\$2.00	\$0.30	\$26.37

**Roofer Helper Rates and Benefits - apply after 710 hours worked**

28-Oct-07	\$16.34	\$1.63	\$1.10	\$1.10	\$0.30	\$20.47
04-May-08	\$16.93	\$1.69	\$1.25	\$1.50	\$0.30	\$21.67
03-May-09	\$17.38	\$1.74	\$1.31	\$1.75	\$0.30	\$22.48
01-Nov-09	\$17.96	\$1.80	\$1.36	\$1.75	\$0.30	\$23.17
02-May-10	\$18.74	\$1.87	\$1.40	\$2.00	\$0.30	\$24.31

**Truck Driver**

28-Oct-07	\$30.72	\$3.07	\$1.10	\$1.10	\$0.30	\$36.29
04-May-08	\$31.93	\$3.19	\$1.10	\$1.50	\$0.30	\$38.02
03-May-09	\$32.66	\$3.27	\$1.31	\$1.75	\$0.30	\$39.29
01-Nov-09	\$33.72	\$3.37	\$1.36	\$1.75	\$0.30	\$40.50
02-May-10	\$35.19	\$3.52	\$1.40	\$2.00	\$0.30	\$42.41

**Pre Apprentices - First 710 hours Worked**

28-Oct-07	\$17.97	\$1.80				\$19.77
04-May-08	\$18.62	\$1.86				\$20.48
03-May-09	\$19.11	\$1.91				\$21.01
01-Nov-09	\$19.75	\$1.98				\$21.73
02-May-10	\$20.61	\$2.06				\$22.67

**Roofer Helper - First 710 Hours Worked**

28-Oct-07	\$16.34	\$1.63				\$17.97
04-May-08	\$16.93	\$1.69				\$18.62
03-May-09	\$17.38	\$1.74				\$19.12
01-Nov-09	\$17.96	\$1.80				\$19.76
02-May-10	\$18.74	\$1.87				\$20.61

**Note** - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 710 hours worked in either or both classifications combined. After the first 710 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 (4) or more employees.**

**Note \*** - All classifications on this increment reflect the agreed amendment to the Health and Welfare Contribution.

**Note \*\*** - All classifications on this increment reflect the cost of living adjustment.

**SHEET METAL ROOFERS****SHEET METAL Roofers' Industrial Wage Schedule**

<b>INDUSTRIAL</b>	<b>BASE</b>	<b>H&amp;V</b>	<b>H&amp;W</b>	<b>PENSION</b>	<b>TRAINING</b>	<b>TOTAL</b>
<b>Certified Journeyman</b>						
28-Oct-07	\$32.86	\$3.29	\$1.10	\$1.00	\$0.20	\$38.45
04-May-08	\$33.95	\$3.39	\$1.20	\$1.50	\$0.25	\$40.29
03-May-09 **	\$34.82	\$3.48	\$1.30	\$1.75	\$0.25	\$41.60
01-Nov-09	\$36.01	\$3.60	\$1.30	\$1.75	\$0.25	\$42.91
02-May-10	\$37.47	\$3.75	\$1.40	\$2.00	\$0.30	\$44.92
<b>Journeyman</b>						
28-Oct-07	\$32.05	\$3.20	\$1.10	\$1.00	\$0.20	\$37.55
04-May-08	\$33.10	\$3.31	\$1.20	\$1.50	\$0.25	\$39.36
03-May-09	\$33.95	\$3.40	\$1.30	\$1.75	\$0.25	\$40.65
01-Nov-09	\$35.11	\$3.51	\$1.30	\$1.75	\$0.25	\$41.92
02-May-10	\$36.53	\$3.65	\$1.40	\$2.00	\$0.30	\$43.88
<b>App – 4<sup>th</sup> Year</b>						
28-Oct-07	\$31.24	\$3.12	\$1.10	\$1.00	\$0.20	\$36.66
04-May-08	\$32.25	\$3.23	\$1.20	\$1.50	\$0.25	\$38.43
03-May-09	\$33.08	\$3.31	\$1.30	\$1.75	\$0.25	\$39.69
01-Nov-09	\$34.21	\$3.42	\$1.30	\$1.75	\$0.25	\$40.93
02-May-10	\$35.60	\$3.56	\$1.40	\$2.00	\$0.30	\$42.86
<b>App – 3<sup>rd</sup> Year</b>						
28-Oct-07	\$27.97	\$2.79	\$1.10	\$1.00	\$0.20	\$33.06
04-May-08	\$28.87	\$2.88	\$1.20	\$1.50	\$0.25	\$34.70
03-May-09	\$29.61	\$2.96	\$1.30	\$1.75	\$0.25	\$35.87
01-Nov-09	\$30.62	\$3.06	\$1.30	\$1.75	\$0.25	\$36.98
02-May-10	\$31.85	\$3.19	\$1.40	\$2.00	\$0.30	\$38.74
<b>App – 2<sup>nd</sup> Year</b>						
28-Oct-07	\$24.69	\$2.47	\$1.10	\$1.00	\$0.20	\$29.46
04-May-08	\$25.48	\$2.55	\$1.20	\$1.50	\$0.25	\$30.98
03-May-09	\$26.13	\$2.61	\$1.30	\$1.75	\$0.25	\$32.04
01-Nov-09	\$27.03	\$2.70	\$1.30	\$1.75	\$0.25	\$33.03
02-May-10	\$28.10	\$2.81	\$1.40	\$2.00	\$0.30	\$34.61
<b>App – 1<sup>st</sup> Year</b>						
28-Oct-07	\$21.42	\$2.14	\$1.10	\$1.00	\$0.20	\$25.86
04-May-08	\$22.09	\$2.21	\$1.20	\$1.50	\$0.25	\$27.25
03-May-09	\$22.65	\$2.26	\$1.30	\$1.75	\$0.25	\$28.21
01-Nov-09	\$23.44	\$2.34	\$1.30	\$1.75	\$0.25	\$29.08
02-May-10	\$24.36	\$2.44	\$1.40	\$2.00	\$0.30	\$30.50
<b>Pre-App after 710 hours</b>						
28-Oct-07	\$18.15	\$1.82	\$1.10	\$1.00	\$0.20	\$22.27
04-May-08	\$18.71	\$1.87	\$1.20	\$1.50	\$0.25	\$23.53
03-May-09	\$19.16	\$1.92	\$1.30	\$1.75	\$0.25	\$24.38
01-Nov-09	\$19.85	\$1.99	\$1.30	\$1.75	\$0.25	\$25.14
02-May-10	\$20.61	\$2.06	\$1.40	\$2.00	\$0.30	\$26.37

**SHEET METAL Roofers' Industrial Wage Schedule CONTINUED**

**Roofer Helper after 710 hours**

28-Oct-07	\$16.52	\$1.65	\$1.10	\$1.00	\$0.20	\$20.47
04-May-08	\$17.02	\$1.70	\$1.20	\$1.50	\$0.25	\$21.67
03-May-09	\$17.44	\$1.74	\$1.30	\$1.75	\$0.25	\$22.48
01-Nov-09	\$18.07	\$1.80	\$1.30	\$1.75	\$0.25	\$23.17
02-May-10	\$18.74	\$1.87	\$1.40	\$2.00	\$0.30	\$24.31

**Truck Driver**

28-Oct-07	\$30.90	\$3.09	\$1.10	\$1.00	\$0.20	\$36.29
04-May-08	\$31.88	\$3.19	\$1.20	\$1.50	\$0.25	\$38.02
03-May-09	\$32.72	\$3.27	\$1.30	\$1.75	\$0.25	\$39.29
01-Nov-09	\$33.82	\$3.38	\$1.30	\$1.75	\$0.25	\$40.50
02-May-10	\$35.19	\$3.52	\$1.40	\$2.00	\$0.30	\$42.41

**Pre-App – First 710 hours**

28-Oct-07	\$18.15	\$1.82				\$19.97
04-May-08	\$18.71	\$1.87				\$20.58
03-May-09	\$19.16	\$1.92				\$21.08
01-Nov-09	\$19.85	\$1.98				\$21.83
02-May-10	\$20.61	\$2.06				\$22.67

**Roofer Helper – First 710 hours**

28-Oct-07	\$16.52	\$1.65				\$18.17
04-May-08	\$17.02	\$1.70				\$18.72
03-May-09	\$17.44	\$1.74				\$19.18
01-Nov-09	\$18.07	\$1.81				\$19.88
02-May-10	\$18.74	\$1.87				\$20.61

**Note** - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 710 hours worked in either or both classifications combined. After the first 710 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.**

**Note \*\*** - All classifications on this increment reflect the cost of living adjustment.

**CARPENTER ROOFERS'****Carpenter Roofers' Commercial Wage Schedule**

<b>Certified Journeyman</b>	<b>BASE</b>	<b>H&amp;V</b>	<b>H&amp;W</b>	<b>PENSION</b>	<b>TRAINING</b>	<b>TOTAL</b>
28-Oct-07	\$29.21	\$2.92	\$1.10	\$1.00	\$0.01	\$34.24
04-May-08 *	\$30.95	\$3.09	\$1.25	\$1.50	\$0.01	\$36.80
03-May-09	\$33.00	\$3.30	\$1.36	\$1.75	\$0.01	\$39.42
02-May-10	\$34.65	\$3.47	\$1.40	\$2.00	\$0.01	\$41.53
<b>Journeyman</b>						
28-Oct-07	\$28.48	\$2.85	\$1.10	\$1.00	\$0.01	\$33.44
04-May-08	\$30.18	\$3.02	\$1.25	\$1.50	\$0.01	\$35.96
03-May-09	\$32.18	\$3.22	\$1.36	\$1.75	\$0.01	\$38.52
02-May-10	\$33.79	\$3.38	\$1.40	\$2.00	\$0.01	\$40.58
<b>Apprentice 4th Year</b>						
28-Oct-07	\$27.76	\$2.78	\$1.10	\$1.00	\$0.01	\$32.65
04-May-08	\$29.40	\$2.94	\$1.25	\$1.50	\$0.01	\$35.10
03-May-09	\$31.36	\$3.14	\$1.36	\$1.75	\$0.01	\$37.62
02-May-10	\$32.94	\$3.29	\$1.40	\$2.00	\$0.01	\$39.64
<b>Apprentice 3rd Year</b>						
28-Oct-07	\$24.85	\$2.49	\$1.10	\$1.00	\$0.01	\$29.45
04-May-08	\$26.33	\$2.63	\$1.25	\$1.50	\$0.01	\$31.72
03-May-09	\$28.07	\$2.81	\$1.36	\$1.75	\$0.01	\$34.00
02-May-10	\$29.49	\$2.95	\$1.40	\$2.00	\$0.01	\$35.85
<b>Apprentice 2nd Year</b>						
28-Oct-07	\$21.95	\$2.20	\$1.10	\$1.00	\$0.01	\$26.26
04-May-08	\$23.25	\$2.33	\$1.25	\$1.50	\$0.01	\$28.34
03-May-09	\$24.79	\$2.48	\$1.36	\$1.75	\$0.01	\$30.39
02-May-10	\$26.05	\$2.61	\$1.40	\$2.00	\$0.01	\$32.07
<b>Apprentice 1st Year</b>						
28-Oct-07	\$19.05	\$1.91	\$1.10	\$1.00	\$0.01	\$23.07
04-May-08	\$20.17	\$2.02	\$1.25	\$1.50	\$0.01	\$24.95
03-May-09	\$21.52	\$2.15	\$1.36	\$1.75	\$0.01	\$26.79
02-May-10	\$22.62	\$2.26	\$1.40	\$2.00	\$0.01	\$28.29
<b>Pre Apprentice Rates and Benefits - apply after 710 hours worked</b>						
28-Oct-07	\$16.14	\$1.62	\$1.10	\$1.00	\$0.01	\$19.87
04-May-08	\$17.09	\$1.71	\$1.25	\$1.50	\$0.01	\$21.56
03-May-09	\$18.23	\$1.82	\$1.36	\$1.75	\$0.01	\$23.17
02-May-10	\$19.17	\$1.92	\$1.40	\$2.00	\$0.01	\$24.50

**Carpenter Roofers' Commercial Wage Schedule continued**

**Roofer Helper Rates and Benefits - apply after 710 hours worked**

28-Oct-07	\$14.69	\$1.47	\$1.10	\$1.00	\$0.01	\$18.27
04-May-08	\$15.56	\$1.56	\$1.25	\$1.50	\$0.01	\$19.88
03-May-09	\$16.58	\$1.66	\$1.36	\$1.75	\$0.01	\$21.36
02-May-10	\$17.46	\$1.75	\$1.40	\$2.00	\$0.01	\$22.62

**Pre Apprentice - First 710 hours Worked**

28-Oct-07	\$16.14	\$1.61				\$17.75
04-May-08	\$17.09	\$1.70				\$18.79
03-May-09	\$18.23	\$1.82				\$20.05
02-May-10	\$19.17	\$1.92				\$21.09

**Roofer Helper - First 710 Hours Worked**

28-Oct-07	\$14.69	\$1.47				\$16.16
04-May-08	\$15.56	\$1.56				\$17.12
03-May-09	\$16.58	\$1.66				\$18.24
02-May-10	\$17.46	\$1.75				\$19.21

**Note** - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 710 hours worked in either or both classifications combined. After the first 710 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.

**Note \*** - All classifications on this increment reflect the agreed amendment to the Health and Welfare Contribution.

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

**SHEET METAL ROOFERS'****SHEET METAL Roofers' Commercial Wage Schedule**

<b>Certified Journeyman</b>	<b>BASE</b>	<b>H&amp;V</b>	<b>H&amp;W</b>	<b>PENSION</b>	<b>TRAINING</b>	<b>TOTAL</b>
28-Oct-07	\$29.04	\$2.90	\$1.10	\$1.00	\$0.20	\$34.24
04-May-08	\$30.77	\$3.08	\$1.20	\$1.50	\$0.25	\$36.80
03-May-09	\$32.84	\$3.28	\$1.30	\$1.75	\$0.25	\$39.42
02-May-10	\$34.39	\$3.44	\$1.40	\$2.00	\$0.30	\$41.53
<b>Journeyman</b>						
28-Oct-07	\$28.31	\$2.83	\$1.10	\$1.00	\$0.20	\$33.44
04-May-08	\$30.01	\$3.00	\$1.20	\$1.50	\$0.25	\$35.96
03-May-09	\$32.02	\$3.20	\$1.30	\$1.75	\$0.25	\$38.52
02-May-10	\$33.53	\$3.35	\$1.40	\$2.00	\$0.30	\$40.58
<b>App – 4<sup>th</sup> Year</b>						
28-Oct-07	\$27.59	\$2.76	\$1.10	\$1.00	\$0.20	\$32.65
04-May-08	\$29.23	\$2.92	\$1.20	\$1.50	\$0.25	\$35.10
03-May-09	\$31.20	\$3.12	\$1.30	\$1.75	\$0.25	\$37.62
02-May-10	\$32.67	\$3.27	\$1.40	\$2.00	\$0.30	\$39.64
<b>App – 3<sup>rd</sup> Year</b>						
28-Oct-07	\$24.68	\$2.47	\$1.10	\$1.00	\$0.20	\$29.45
04-May-08	\$26.15	\$2.62	\$1.20	\$1.50	\$0.25	\$31.72
03-May-09	\$27.91	\$2.79	\$1.30	\$1.75	\$0.25	\$34.00
02-May-10	\$29.23	\$2.92	\$1.40	\$2.00	\$0.30	\$35.85
<b>App – 2<sup>nd</sup> Year</b>						
28-Oct-07	\$21.78	\$2.18	\$1.10	\$1.00	\$0.20	\$26.26
04-May-08	\$23.08	\$2.31	\$1.20	\$1.50	\$0.25	\$28.34
03-May-09	\$24.63	\$2.46	\$1.30	\$1.75	\$0.25	\$30.39
02-May-10	\$25.79	\$2.58	\$1.40	\$2.00	\$0.30	\$32.07
<b>App – 1<sup>st</sup> Year</b>						
28-Oct-07	\$18.88	\$1.89	\$1.10	\$1.00	\$0.20	\$23.07
04-May-08	\$20.00	\$2.00	\$1.20	\$1.50	\$0.25	\$24.95
03-May-09	\$21.35	\$2.14	\$1.30	\$1.75	\$0.25	\$26.79
02-May-10	\$22.35	\$2.24	\$1.40	\$2.00	\$0.30	\$28.29
<b>Pre-App after 710 hours</b>						
28-Oct-07	\$15.97	\$1.60	\$1.10	\$1.00	\$0.20	\$19.87
04-May-08	\$16.92	\$1.69	\$1.20	\$1.50	\$0.25	\$21.56
03-May-09	\$18.06	\$1.81	\$1.30	\$1.75	\$0.25	\$23.17
02-May-10	\$18.91	\$1.89	\$1.40	\$2.00	\$0.30	\$24.50
<b>Roof Helper after 710 hours</b>						
28-Oct-07	\$14.52	\$1.45	\$1.10	\$1.00	\$0.20	\$18.27
04-May-08	\$15.39	\$1.54	\$1.20	\$1.50	\$0.25	\$19.88
03-May-09	\$16.42	\$1.64	\$1.30	\$1.75	\$0.25	\$21.36
02-May-10	\$17.20	\$1.72	\$1.40	\$2.00	\$0.30	\$22.62

**SHEET METAL Roofers' Commercial Wage Schedule CONTINUED**

**Pre-App – First 710 hours**

28-Oct-07	\$15.97	\$1.60		\$17.57
04-May-08	\$16.92	\$1.69		\$18.61
03-May-09	\$18.06	\$1.81		\$19.87
02-May-10	\$18.91	\$1.89		\$20.80

**Roofer Helper – First 710 hours**

28-Oct-07	\$14.52	\$1.45		\$15.97
04-May-08	\$15.39	\$1.54		\$16.93
03-May-09	\$16.42	\$1.64		\$18.06
02-May-10	\$17.20	\$1.72		\$18.92

**Note** - Pre Apprentices and Roofer Helpers are not eligible for benefits for the first 710 hours worked in either or both classifications combined. After the first 710 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 an 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.
- 13.03**       Non-journeymen, once registered, must continue with the Apprenticeship Program and successfully complete each year 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 three (3) classes of the Apprentice Training Program.
- 13.08**       The apprentice, if unable to obtain approval from Employer and the Union for delaying his 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 his Apprenticeship Program is adhered to. Progression from one (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 differences between the Employer and the Union regarding the interpretation, application, operation and an alleged violation of this Agreement shall be settled without stoppage of work or lock-out by negotiation or as hereafter provided.
- 14.02**       Either the Union or the Employer may institute a grievance under the terms of this Agreement providing such grievance is submitted to the other Party within thirty (30) calendar days of the first occurrence of the incident complained of. If they fail to settle same within five (5) working days after the grievance is instituted either party may proceed to take the grievance to an arbitrator. The parties agree that an award of such arbitrator may be enforced under the proper provisions of



The Labour Relations Code. The time limit in this clause is mandatory and failure to comply with it shall cause the grievance to fail unless such time limit has been waived in writing by the Parties to this Agreement.

**14.03** An aggrieved employee shall submit his complaint to the steward or, in his absence, to an official representative of the Union who shall endeavor to settle the complaint between the employee and his immediate supervisor. In order to be considered as a grievance the employee's supervisor must be advised of the grievance within thirty (30) calendar days of the first occurrence of the incident complained of. The time limit in this clause is mandatory and failure to comply with it shall cause the grievance to fail unless such time limit has been waived in writing by the Parties to this Agreement.

**14.04** If the complaint is not settled within two (2) days, excluding Saturdays, Sundays and holidays, it may be referred to the project manager and an official representative of the Union.

If the complaint is not settled within three (3) days thereafter, excluding Saturdays, Sundays and holidays, either party may take the grievance to an arbitrator for final and binding settlement. Alternatively the following Pre-Arbitration Process may be utilized

#### **Pre-Arbitration Process**

- (i) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.
- (ii) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (iii) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (iv) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
- (v) Each of the parties shall advise the other, within five days [of receipt of the recommendation] (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.

- (vi) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (vii) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.
- (viii) No lawyers shall be permitted to participate in the JGP proceedings.

- 14.05** If a grievance between an employee and the Employer or the Employer and the Union has not been settled, as provided for above, the grievance shall be set out in writing stating the nature of the complaint, the section or sections of the Agreement infringed upon or claimed to have been violated and the remedy or correction claimed. The Union or its representative may process the grievance at this point on behalf of the employee.
- 14.06** If the Union and the Employer fail to select an arbitrator with three (3) days thereafter, excluding Saturdays, Sundays and holidays, either party may request the Minister of Labour to select an arbitrator.
- 14.07** The parties agree that the unsuccessful party will pay the expenses of the arbitrator.
- 14.08** The arbitrator shall give his decision not later than fourteen (14) days after his appointment except with the consent of both parties such limitation of time may be extended.
- 14.09** If both Chairmen of the Negotiating Committees signatory to this Agreement agree to the intent of any clause in this Agreement the arbitrator shall accept that as evidence at the grievance hearing.
- 14.10** The arbitrator may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement, except as provided for in The Labour Relations Code.

## **ARTICLE FIFTEEN - ACCIDENT PREVENTION**

- 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 a workman 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.

#### **ARTICLE SIXTEEN - CONSULTATIVE COMMITTEE**

- 16.01** The parties mutually agree that there shall be a Consultative Committee set up consisting of not less than four (4) members or more than six (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 Health and Welfare Fund for Carpenter Roofers or Sheet Metal Workers as the case may be. The said contribution 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 (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 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 (15th) 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 he has 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.

## **ARTICLE EIGHTEEN - PENSION PLAN**

**18.01** Employees may advise their employer in writing of their desire to have contributions remitted to a group Registered Retirement Savings Plan established by the Union. Upon being so advised, the Employer will deduct \$1.00 per hour worked and remit these contributions, by the fifteenth day of the month following the month in which the contributions were deducted, to the employee's individual RRSP account at the Financial Institution selected by the Union to administer the Group RRSP Program. The amount can be stipulated once per calendar year by the Employee unless otherwise mutually agreed between the Employer and the Employee.

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

### **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 fifteen (15) days of the end of each monthly reporting period;

- (ii) providing the Trustees with a list which shows the number of hours of covered employment during each monthly reporting period of each employee covered by the Collective Agreement;
  - (iii) providing the Trustees with such information as is needed to determine eligibility for benefits of a Member of the Plan.
- (b) Benefits shall be determined on the basis that the contributions required to be made by Employers under the applicable Collective Agreement are sufficient, based on the estimates last made by the Actuary, to pay the expected cost of the benefits, the expected cost of the administration and the payments which are required to amortize the experience deficiency over the period specified in the Employment Pension Plans Act.

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

- 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 (15th) 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.

### **Carpenters Roofers Pension Plan**

- 18C.01** The Employer shall contribute the amount set forth in the Schedule attached hereto to a Pension Fund. The said Contribution shall be remitted in respect to each and every hour an employee works 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.

#### **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 Local No. 8 Training 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 Local Union No. 8 Training Fund, in the manner and format approved by Local Union No. 8, prior to the fifteenth (15th) day of the calendar month following the period for which the contributions are being reported.

**19.03** Employers shall complete and forward with the contributions the reporting forms required by the Local No. 8 Training 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 fifteen (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 seven (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** The Employer shall complete and forward, with the contributions the reporting forms as required.

- (a) In satisfaction of the Employers' obligations to the Association under section 163 of the *Alberta Labour Relations Code* and in satisfaction of the Employers' obligations under this Collective Agreement, the Employer shall pay to Construction Labour Relations - An Alberta Association (the "C.L.R.") the contribution rates for C.L.R. sponsored initiatives, and the hourly dues levied by the C.L.R. pursuant to section 163 of the *Code* and pursuant to this Collective Agreement. The amounts of the contribution rates and dues shall be established by the C.L.R., and any or all of them may be changed by the Board of Directors of Construction Labour Relations – An Alberta Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient.
- (b) The Employer shall make such contributions on the forms provided not later than the fifteenth day of the month following the month in which the hours were worked. Contributions mailed to:

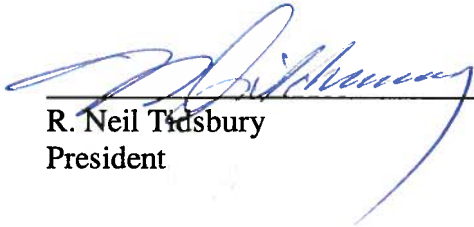
Construction Labour Relations - Alberta  
2725 - 12th Street N.E.  
Calgary, Alberta  
T2E 7J2

- (c) In the event of a failure on the part of any Employer to contribute to the Association the contribution rates and dues required to be contributed pursuant to section 163 of the Labour Relations Code and pursuant to this Letter of Understanding, the Association may, at the sole choice and prerogative of the Association, collect the dues as a debt payable by application to the Labour Relations Board and/or by other civil action, or may collect the dues by way of a grievance filed, notwithstanding any other provision of this Collective Agreement, by the Association in its own name against the subject Employer. Such a grievance may be referred by the Association to arbitration without being processed through any intervening steps other than written notice of the grievance and the reference of the grievance to arbitration. The parties to the grievance for the purposes of appointment of the arbitration tribunal shall be the Association and the subject Employer. The Association may not, however, simultaneously pursue a violation of this Letter of Understanding through application to the Labour Relations Board and/or other civil action and through the grievance procedure.
- (d) All cost relating to the administration of the fund(s) shall be borne by the association.

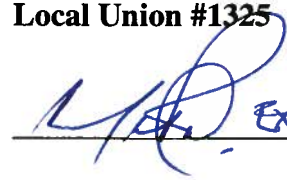
**SIGNING PAGE**

SIGNED THIS 19<sup>th</sup> DAY OF May, 2009 IN THE CITY OF  
EDMONTON, ALBERTA

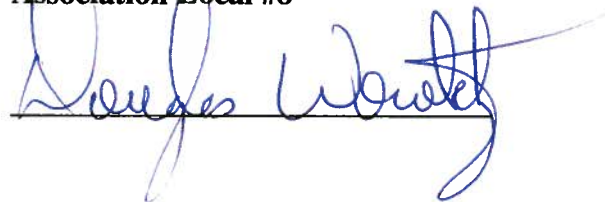
**Construction Labour Relations -  
An Alberta Association  
Roofers (Provincial) Trade Division**

  
\_\_\_\_\_  
R. Neil Tidsbury  
President

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

  
\_\_\_\_\_  
EXEC SECRETARY,  
REG. COUNCIL

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

  
\_\_\_\_\_  
Douglas Woodley

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

  
\_\_\_\_\_  
Mike Reid



**Letter of Understanding**  
**by and between**  
**Construction Labour Relations - An Alberta Association**  
**Roofers (Provincial) Trade Division**  
**[the "Trade Division"]**  
**and**  
**United Brotherhood of Carpenters & Joiners of America Local 1325**  
**[the "Union" ]**  
**and**  
**Sheet Metal Workers International Association Local # 8**  
**(the "Union")**

**Letter of Understanding**                      **Re: Canadian Model for Providing a Safe Workplace**

**Whereas** the Parties have entered into a Collective Agreement pursuant to Registration Certificate 59, which Collective Agreement shall remain in effect from October 28<sup>th</sup>, 2007 to April 30, 2011 as set out in the said Collective Agreement (the "Collective Agreement"), and

**Whereas** there is a reference in the Collective Agreement in Article 5.00 to the *Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule* [the "*Canadian Model*"], and

**Whereas** the *Canadian Model* has been extensively reviewed and amended, resulting in the publication of an edition dated October 2005; and

**Whereas** the Parties hereto desire to set out the provisions of the *Canadian Model* dated October 2005 that will be applied by agreement under the provisions of Article 5.00 in the Parties' Collective Agreement, and to identify the provisions that, if applied, will be applied unilaterally by the employer,

**Now Therefore It is Agreed** between the Parties hereto and on behalf of those represented by each of them,

**1        Concurrence**

Except for the matters set out in paragraphs 2 and 3 below, the *Canadian Model* dated October 2005 will be implemented by agreement under Article 5.00 of the 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.

**2        Random Testing**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* dated October 2005 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 any imposition of random testing in accordance with the Grievance Procedure set out in Article 5.00 of the Collective Agreement.

**3 Mandatory Assessment and Dispatch Conditions**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model* dated October 2005 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 any imposition of site access testing in accordance with the Grievance Procedure set out in Article 5.00 of the 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* dated October 2005 will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the *Canadian Model* dated October 2005 with respect to such a positive test.

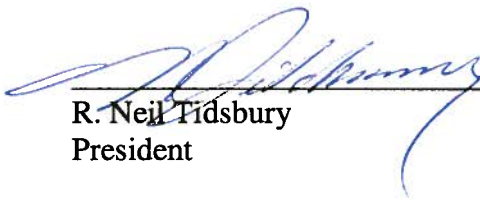
**4 Collective Agreement**

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

All of which is agreed this 18<sup>th</sup> day of May, 2009:

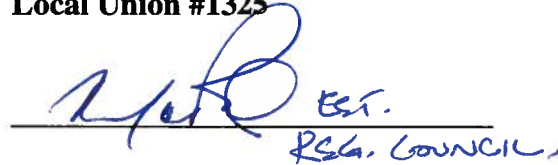
**For the Trade Division:**

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

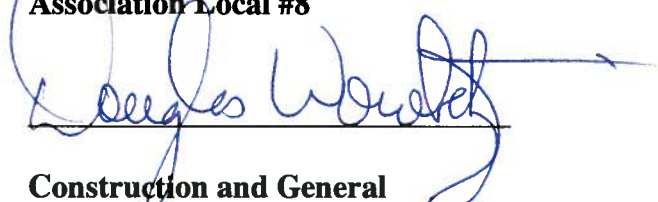
  
\_\_\_\_\_  
R. Neil Tidsbury  
President

**For the Union:**

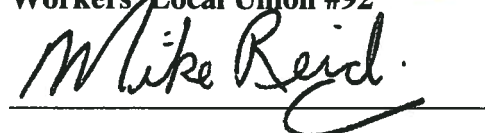
**United Brotherhood of Carpenters  
and Joiners of America  
Local Union #1325**

  
\_\_\_\_\_  
RSLA COUNCIL

**Sheet Metal Workers' International  
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\_\_\_\_\_  
Douglas Wood

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Mike Reid