

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

August 27, 2001 to April 30, 2003

Between

**Freeze Maxwell, Christensen & McLean Roofing Co., and Fraser Brothers Roofing Ltd. (hereinafter referred to as
“the Employers”)**

and

**United Brotherhood of Carpenters & Joiners of America Local 1325
(hereinafter referred to as “the Union”)**

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 1.00 - OBJECTS

- 1.01** This Agreement shall be in full force and effect from the 27th day of August 2001 up to and including the 30th day of April, 2003, 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 2.00 - 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.

ARTICLE 3.00 - SCOPE

- 3.01** 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.
- 3.02** 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, and for which all Roofing Contractors

tendering the work are doing so under the terms of this Collective Agreement or the Registered Collective Agreement for Roofers in the General Construction Sector:

- . 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 4.00 - UNION RIGHTS

- 4.01** 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.
- 4.02** 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.
- 4.03** 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.
- 4.04** 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.

- 4.05** 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.
- 4.06** 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.
- 4.07** 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.

4.08 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 with Local 1325, 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.

ARTICLE 5.00 - HOURS OF WORK

5.01 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 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.

5.02 Hours of work Applicable to Commercial and Institutional Projects:

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 the basic hourly rate. Time worked between forty-four (44) hours and fifty (50) hours per week shall be worked at straight time rates, but on a purely voluntary basis under this overtime agreement as contemplated in Division 4 of the Employment Standards Code. Employees may elect to have their pay for the hours worked between forty-four (44) and fifty (50) contributed directly by the Employer into a group RRSP established by the Union as contemplated in Article 18.01 of this Collective Agreement. This election can be made once per calendar year by the Employee unless mutually agreed between the Employer and the Employee. All time worked in excess of fifty (50) hours in a week shall be paid at time and one-half (1.5x) the basic hourly rate. Hours worked on Sunday and Statutory Holidays 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.

5.03 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 fifty cents (\$0.50) per hour.

5.04 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.

5.05 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.

5.06 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.

ARTICLE 6.00 - MANAGEMENT RIGHTS

6.01 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.

6.02 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.

6.03 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 7.00 - VACATIONS AND HOLIDAYS

7.01 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	

7.02 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.

7.03 No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.

7.04 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 8.00 - TRANSPORTATION, BOARD AND ROOM

8.01 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 dollars (\$30.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of fifteen dollars (\$15.00) will be paid for each day worked.

- (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 provided on 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.

A/ TRAVEL AND ACCOMMODATION FOR INDUSTRIAL PROJECTS

8.02 The following conditions as listed in clauses 8.02 to 8.04 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 101st 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

8.03 (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 thirty nine cents (\$0.39) per kilometer traveled each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

- (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 thirty-nine cents (39¢) per kilometer traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (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

8.04 (a) Applicable within a 450 kilometre radius of the Cities of Edmonton and Calgary (excluding National Parks)

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

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) mutually agreed room and board; or

- (iii) for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of eighty five dollars (\$85.00) per day with the following exception:
 - Fort McMurray - \$115.00 per day
- (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 eighty-five dollars (\$85.00) 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 8.04(a)(ii) or 8.04(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. 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 13.00. 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 8.04 (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.
- (vi) An inconvenience allowance of \$15.00 per day worked shall be paid to employees who are required to travel between the MRC or PTI camps and the Suncor site, or between the Suncor camps and the Aurora 1 or 2, or MRC sites. (This is a "pure" allowance, and is not to be considered part of earnings for the purposes of any calculations.) Similar situations not expressly mentioned in this clause which may arise in the future will be subject to discussion by the Parties to determine if the situation warrants consideration for similar treatment.

8.05 INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES INDUSTRIAL

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

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

(a.1) Notwithstanding the provisions of (a) above, when transportation is provided by the Employer, no travel allowance will be paid subject to the provisions of Article 8.05 (a.2) below.

(a.2)

- When transportation is provided by means of weekly bussing, an employee, at the time of dispatch, will be allowed to elect to use the bus or to receive collective agreement initial / return / rotation allowances. Buses must comply with Article 8.03 (b).
- An Employee who has elected collective agreement initial /return /rotation allowances will no longer be paid any such payment not yet received if a new bus route is established and the employee elects to use it. Such an employee will not be required to return payments received to that point.
- An employee who has elected collective agreement initial / return / rotation allowances and who is found using the bus transportation will become disentitled to further collective agreement initial / return / rotation allowances, as one consequence.
- If a person who elects collective agreement initial /return /rotation allowances uses the bus transportation for his initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
- Regulations shall be established for the use of bus transportation governing behaviour and the use of, e.g., alcohol, tobacco, and other substances.
- Notwithstanding the foregoing, an employee who has elected to use provided busses, and who is hired, laid off, or terminated on a day when weekly bussing is not available shall be reimbursed the cost of a one-way commercial bus ticket to Edmonton or Calgary, whichever is applicable, and transportation from the site to the nearest commercial bus terminal, or equivalent taxi fare.

(b)

- An Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for fifteen (15) calendar days.
- If the employee remains on the job until completion of thirty (30) calendar days, the employee shall qualify for return transportation allowance to be paid with his final pay at the subject site.

- If, prior to having qualified for either transportation allowance, the employee is laid off, or the job is completed, or the employee is transferred to a different work site which is outside the area for which the transportation allowance was to apply, that employee will be paid any outstanding transportation allowance(s) with their next regular pay.

8.06 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and seventy-five (475) km. from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Pay an allowance of One Hundred and Forty dollars (\$140.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
- Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.
- (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy-five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
- (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of Two Hundred and Fifty Dollars (\$250.00) where airline service is not available, after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.
 - (ii) Allow Employees Five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.
- (d) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances, subject to the provisions of 8.05 (a.2) above.

B/ TRAVEL AND ACCOMMODATION - COMMERCIAL AND INSTITUTIONAL PROJECTS **Daily Travel**

- 8.07** 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.

8.08 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.

8.09 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 seventy five dollars (\$75.00) per day worked.
- the Fort McMurray region where the rate will be ninety dollars (\$90.00).

8.10 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.

8.11 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 - \$45.00 each way;
- (ii) 200 kilometers to 300 kilometers - \$65.00 each way;
- (iii) 300 kilometers to 400 kilometers - \$80.00 each way;
- (iv) over 400 kilometers - scheduled airline air fare or as mutually agreed.

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

8.12 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.

- 8.13** 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.
- 8.14** 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.
- 8.15** 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.
- 8.16** 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.
- 8.17** 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.
- 8.18** 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.
- 8.21** Clause **8.09** shall apply only on condition that the employees have worked the total regular hours per week as set out in Article **5.00** 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.
- 8.22** **Vehicle Allowance**
- Where the transportation prescribed in Article **8.08** 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 thirty-nine cents (39¢) per kilometer. The Employer will insure that drivers will be covered by appropriate vehicle insurance under such circumstances.

ARTICLE 9.00 - WORKING CONDITIONS

- 9.01** A heated area for eating meals (apart and separate from the work area) and adequate sanitary facilities shall be provided on each jobsite.
- 9.02** 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.
- 9.03** Cool drinking water in approved sanitary containers shall be provided where same is not available from taps.

- 9.04** 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.

ARTICLE 10.00 - PAYMENT CONDITIONS

- 10.01** 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 may with the written authorization of the Employee 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 paycheque 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 paycheques 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.

- 10.02** 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) shift premium paid
- iv) Statutory Holiday pay and,
- v) vacation pay
- vi) travel time
- vii) RRSP (if applicable – see 18.00)

- 10.03** The Employer shall further provide each employee with a statement of his earnings for each pay period showing all amounts deducted.

10.04 Statutory Holiday pay and vacation pay shall be paid to each employee every pay period.

ARTICLE 11.00 - WAGES**INDUSTRIAL PROJECT WAGE RATES**

11.01 Effective **August 27, 2001** the following wage rates will apply;

	Base Wage	Vac.Pay& Stat.Hol.Pay	Health& Welfare	Gross Wage
Journeyman	\$26.66	\$2.67	\$1.04	\$30.37
Apprentice (completed 2yr.)90%	23.99	2.40	1.04	27.43
Apprentice (completed 1yr.)80%	21.33	2.13	1.04	24.50
Applicant Apprentice 70%	18.66	1.87	1.04	21.57
Truck Driver	25.11	2.51	1.04	28.66

Effective Nov 1, 2001 the following wage rates will apply;

Journeyman	27.46	2.75	1.04	31.25
Apprentice (completed 2yr.)90%	24.71	2.47	1.04	28.22
Apprentice (completed 1yr.)80%	21.97	2.20	1.04	25.21
Applicant Apprentice 70%	19.22	1.92	1.04	22.18
Truck Driver	25.86	2.59	1.04	29.49

Effective May 1, 2002 the following wage rates will apply;

Journeyman	28.32	2.83	1.04	32.19
Apprentice (completed 2yr.) 90%	25.48	2.55	1.04	29.07
Apprentice (completed 1yr.) 80%	22.66	2.27	1.04	25.97
Applicant Apprentice 70%	19.82	1.98	1.04	22.84
Truck Driver	26.66	2.67	1.04	30.37

Effective Nov. 1, 2002 the following wage rates will apply;

Journeyman	28.88	2.89	1.04	32.81
Apprentice (completed 2yr.)90%	25.99	2.60	1.04	29.63
Apprentice (completed 1yr.)80%	23.10	2.31	1.04	26.45
Applicant Apprentice 70%	20.22	2.02	1.04	23.28
Truck Driver	27.20	2.72	1.04	30.96

The Industrial Foreman rate will be \$3.00 above the Journeyman rate. This rate will increase to \$3.50 above the journeyman rate when supervising four (4) or more employees.

COMMERCIAL/INSTITUTIONAL PROJECT WAGE RATES

11.02 The following wage rates will be effective **August 27, 2001**;

	Base Wage	Vac.Pay& Stat.Hol.Pay	Health& Welfare	Gross Wage
Journeyman	21.34	2.13	\$1.04	24.51
Apprentice (completed 2yr.)90%	19.21	1.92	\$1.04	22.17
Apprentice (completed 1yr.)80%	17.07	1.71	\$1.04	19.82
Indentured Apprentice 65%	13.87	1.39	\$1.04	16.30
Applicant Apprentice(2nd 6mo.)60%	12.80	1.28	\$1.04	15.12
Applicant Apprentice(1st 6mo.)50%	10.67	1.07	\$0.00	11.74

Effective Nov 1, 2001 the following wage rates will apply;

Journeyman	21.99	2.20	1.04	25.23
Apprentice (completed 2yr.)90%	19.79	1.98	1.04	22.81
Apprentice (completed 1yr.)80%	17.59	1.76	1.04	20.39
Indentured Apprentice 65%	14.29	1.43	1.04	16.76
Applicant Apprentice(2 nd 6mo.)60%	13.19	1.32	1.04	15.55
Applicant Apprentice(1 st 6mo.)50%	11.00	1.10	0.00	12.10

Effective May 1, 2002 the following wage rates will apply;

Journeyman	22.45	2.24	1.04	25.73
Apprentice (completed 2yr.)90%	20.21	2.02	1.04	23.27
Apprentice (completed 1yr.)80%	17.96	1.80	1.04	20.80
Indentured Apprentice 65%	14.59	1.46	1.04	17.09
Applicant Apprentice(2 nd 6mo.)60%	13.47	1.35	1.04	15.86
Applicant Apprentice(1st 6 mo.)50%	11.23	1.12	0.00	12.35

Effective Nov. 1, 2002 the following wage rates will apply;

Journeyman	22.91	2.29	1.04	26.24
Apprentice (completed 2yr.)90%	20.62	2.06	1.04	23.72
Apprentice (completed 1yr.)80%	18.33	1.83	1.04	21.20
Indentured Apprentice 65%	14.89	1.49	1.04	17.42
Applicant Apprentice(2 nd 6mo.)60%	13.75	1.37	1.04	16.16
Applicant Apprentice(1 st 6mo.)50%	11.46	1.14	0.00	12.60

The commercial / Institutional Foreman rate will be \$3.00 above the Journeyman rate.

Should the Union be successful in organizing the non-union roofing contractors based in Edmonton who were previously union contractors during the term of the 1993 to 1995 Registered Provincial Agreement for General Construction Roofing, an additional 85¢ increase will be applied to the Journeyman gross rate effective on the date of the next scheduled increase subsequent to the date the last of the above noted contractors is certified or voluntarily recognizes the Union, however it may not take effect prior to the scheduled increase on May 1, 2002.

ARTICLE 12.00 - APPRENTICESHIP

- 12.01** Roofer apprentices shall be employed in accordance with the following:
- 12.02** Employees must complete one year of employment as an Applicant 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.
- 12.03** Non-journeymen, once registered, must continue with the Apprenticeship Program and successfully complete each years' in school training before they can be advanced to higher status in this trade.
- 12.04** 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.
- 12.05** The application for registration shall be forwarded to the Apprenticeship Board with a copy to the Employer and the Union.
- 12.06** In the hiring of apprentices the Employer shall give preference to suitable duly registered apprentices that are registered as unemployed at the Union Office.
- 12.07** 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.
- 12.08** 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.
- 12.09** Apprentices must attend Trade School when notified by the Apprenticeship Board unless exempt as per Clause 12.08. Failure to attend shall result in suspension from the roofing trade and employment from the Employer.
- 12.10** No employee will qualify for apprentice rates of pay as set out in Article 11 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 13.00 - GRIEVANCE PROCEDURE

- 13.01** 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.
- 13.02** 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.

- 13.03** 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.
- 13.04** 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.
- 13.05** 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.
- 13.06** 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.
- 13.07** The parties agree that the unsuccessful party will pay the expenses of the arbitrator.
- 13.08** 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.
- 13.09** 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.
- 13.10** 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 14.00 - ACCIDENT PREVENTION

- 14.01** 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.

- 14.02** 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.
- 14.03** 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 15.00 - JURISDICTIONAL DISPUTES

- 15.01** 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.
- 15.02** 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.
- 15.03** In directing or making assignment of work under 15.02 of this Article such assignment shall be made on local area practices only.
- 15.04** All Jurisdictional Disputes shall be settled in accordance with the Procedural Rules stipulated in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

ARTICLE 16.00 - 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 17.00 - HEALTH AND WELFARE

- 17.01** The Employer shall contribute the amount set forth in Article 11 to the Health and Welfare Fund. 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 Trust Agreement made as of the first day of August, 1975 A.D. between Local Union 1325 and those Employers signatory to a Collective 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 18.00 - 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.

ARTICLE 19.00 - SAVING CLAUSE

- 19.01** 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 20.00 - CLR-A EMPLOYER ASSOCIATION DUES

20.01 The Employers who are members of CLR-A agree to contribute the sum of six cents (6¢) per hour worked by each employee working within the scope of this collective agreement to Construction Labour Relations - An Alberta Association. The above amount may be amended by CLR-A if its regular hourly dues are changed.

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**

In addition to the contributions stipulated above, three cents (3¢) per hour worked, shall be forwarded to Construction Labour Relations at 2725 - 12 Street N.E., Calgary, Alberta T2E 7J2. These contributions shall be used by CLR-A to provide an Employee and Family Assistance Benefit Plan (EFAP) for all bargaining unit employees employed under the terms of this Collective Agreement pursuant to the plan rules.

Article 21.00 – Non Advantage Clause

In the event the Union enters into any collective agreement with an employer who is not bound by this collective agreement in respect to any work for which this collective agreement is intended to apply, and the collective agreement with such other employer contains terms more favourable to that employer than the terms set out in this collective agreement, the Employers affected by this collective agreement shall have access to those more favourable terms in respect to any work to which those more favourable terms are intended to apply

SIGNING PAGE

**SIGNED THIS _____ DAY OF _____, 2001, IN THE CITY OF EDMONTON,
ALBERTA**

Freeze Maxwell

**Alberta Northwest Territories Regional
Council of Carpenters and Allied Workers**

Mr. Gary DeWitt

Christensen & McLean Roofing Co

Mr. Phillip Roy

Fraser Brothers Roofing Ltd

Mr. Omar Fraser

**Mr. Martyn Piper, Executive Secretary
Treasurer**

**Mr. Elmer Pruss, President of Local Union
1325**

ROOFERS
COLLECTIVE AGREEMENT

Between

**CONSTRUCTION LABOUR RELATIONS - AN ALBERTA
ASSOCIATION
ROOFERS**

As Agent for and on behalf of those contractors named herein

and

The United Brotherhood of Carpenters & Joiners of America Local 1325

from August 27, 2001 to April 30, 2003

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