AMENDMENT TO THE

PROVINCIAL SHEETERS, DECKERS & CLADDERS

COLLECTIVE AGREEMENT

between

Construction Labour Relations - An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division

Pursuant to Registration Certificate No. 13

- and -

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

September 4, 2011 to April 30th, 2015

Amended WAGE SCHEDULE effective May 5, 2013

Published February 25, 2013

INDUSTRIAL

NOTE: please also see Letter of Understanding entitled "Wage Determination – Industrial."

	BASE	HOL& VAC	H&W	PENSION	TRAINING	BENEV.	TOTAL
General Foreman (115%)							
1-May-11	**$46.75**	**$4.68**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$58.32**
6-May-12	$47.38	$4.74	$1.55	$5.15	$0.30	$0.09	$59.21
4-Nov-12	$48.17	$4.82	$1.55	$5.15	$0.30	$0.09	$60.08
5-May-13	$48.12	$4.81	$1.60	$5.30	$0.30	$0.09	$60.22
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
Foreman (110%)							
1-May-11	**$44.72**	**$4.47**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$56.08**
6-May-12	$45.32	$4.53	$1.55	$5.15	$0.30	$0.09	$56.94
4-Nov-12	$46.08	$4.61	$1.55	$5.15	$0.30	$0.09	$57.78
5-May-13	$46.02	$4.60	$1.60	$5.30	$0.30	$0.09	$57.91
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
Journeyman							
1-May-11	**$40.65**	**$4.06**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$51.60**
6-May-12	$41.20	$4.12	$1.55	$5.15	$0.30	$0.09	$52.41
4-Nov-12	$41.89	$4.19	$1.55	$5.15	$0.30	$0.09	$53.17
5-May-13	$41.84	$4.18	$1.60	$5.30	$0.30	$0.09	$53.31
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
3rd Year Apprentice (85%)							
1-May-11	**$34.55**	**$3.46**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$44.90**
6-May-12	$35.02	$3.50	$1.55	$5.15	$0.30	$0.09	$45.61
4-Nov-12	$35.61	$3.56	$1.55	$5.15	$0.30	$0.09	$46.26
5-May-13	$35.56	$3.56	$1.60	$5.30	$0.30	$0.09	$46.41
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd

Sheeter Decker Cladder, Industrial Wages (cont'd)

	BASE	HOL& VAC	H&W	PENSION	TRAINING	BENEV.	TOTAL
2nd Year Apprentice (75%)							
1-May-11	**$30.49**	**$3.05**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$40.43**
6-May-12	$30.90	$3.09	$1.55	$5.15	$0.30	$0.09	$41.08
4-Nov-12	$31.42	$3.14	$1.55	$5.15	$0.30	$0.09	$41.65
5-May-13	$31.38	$3.14	$1.60	$5.30	$0.30	$0.09	$41.81
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
1st Year Apprentice (65%)							
1-May-11	**$26.42**	**$2.64**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$35.95**
6-May-12	$26.78	$2.68	$1.55	$5.15	$0.30	$0.09	$36.55
4-Nov-12	$27.23	$2.72	$1.55	$5.15	$0.30	$0.09	$37.04
5-May-13	$27.20	$2.72	$1.60	$5.30	$0.30	$0.09	$37.21
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
Probationary (55%)							
1-May-11	**$22.36**	**$2.24**	**$1.50**	**$0.00**	**$0.30**	**$0.09**	**$26.49**
6-May-12	$22.66	$2.27	$1.55	$0.00	$0.30	$0.09	$26.87
4-Nov-12	$23.04	$2.30	$1.55	$0.00	$0.30	$0.09	$27.28
5-May-13	$23.01	$2.30	$1.60	$0.00	$0.30	$0.09	$27.30
3-Nov-13	tbd	tbd	$1.60	$0.00	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$0.00	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$0.00	$0.30	$0.09	tbd

PROVINCIAL SHEETERS, DECKERS & CLADDERS

COLLECTIVE AGREEMENT

between

Construction Labour Relations - An Alberta Association
Sheeters, Deckers, & Cladders (Provincial) Trade Division

Pursuant to Registration Certificate No. 13

and

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

September 4th, 2011 to April 30th, 2015

TABLE OF CONTENTS

PROVINCIAL

Sheeters, Deckers & Cladders Collective Agreement For General Construction Sector

September 4, 2011 to April 30th, 2015
by and between

Construction Labour Relations - An Alberta Association, Sheeters, Deckers & Cladders (Provincial) Trade Division

(hereinafter referred to as "the association", or "the registered employers organization", or "the trade division") on behalf of all employers who are bound or who subsequently become bound by this Collective Agreement by the operation of Registration Certificate 13

(each of which employers is hereinafter referred to as the "Employer")

- and -

Sheet Metal Workers' International Association, Local 8

(hereinafter referred to as the "Union")

on behalf of all employees who are bound or who subsequently become bound by this Collective Agreement by the operation of Registration Certificate 13

(each of which employees is hereinafter referred to as the "Employee")

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.

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

OBJECT

The object of this Agreement is to raise the standard and stabilize the Sheet Metal Industry in the Province of Alberta, to promote apprenticeship training, good-will and understanding within the Trade and between the Employers and Employees, to facilitate the peaceful adjustment of all disputes and grievances and to attempt to prevent strikes, lockouts, waste and avoidable delays throughout the Industry.

ARTICLE ONE - PREAMBLE

1.01 This Agreement is composed of conditions applicable to Industrial Construction as defined in Article 30 and Commercial/Institutional Construction which, together, shall form a Collective Agreement whose terms and conditions shall apply to all areas of the Province of Alberta.

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

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

ARTICLE TWO - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees of the Employer covered by the scope of this Agreement.

2.02 The Union recognizes the association as the sole and exclusive bargaining representative for all Employers who are bound or who subsequently become bound by this Collective Agreement through the operation of Registration Certificate #13.

ARTICLE THREE - AREA JURISDICTION

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

ARTICLE FOUR - WORK JURISDICTION

4.01 This jurisdiction shall apply to all assembling, erection and/or installation, dismantling, reconditioning, adjustment, alterations, repairing and servicing of all Sheet Metal work of No. 10 U.S. or its equivalent or lighter gauges, primarily in the field of Sheeting, Cladding, Decking and Fabrication and installation of Flashing and associated work.

ARTICLE FIVE - MANAGEMENT RIGHTS

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

ARTICLE SIX - UNION RIGHTS AND MEMBERSHIP RIGHTS

6.01 For those employees falling within the scope of this Agreement the contractor agrees to employ only members or applicant members of the Sheet Metal Workers' International Association, Local Union No. 8, providing the Union can supply workmen acceptable to the contractor in sufficient numbers to take care of the contractor's needs. If the Union cannot supply the required workmen within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, the contractor may hire workmen elsewhere. In such cases, the Employees so hired shall make application to become members of the Union within thirty (30) days from commencement of employment.

The Union agrees to provide a system where other Alberta trades could obtain permits for short duration Sheeter, Decker and Cladder work, without having to join Local 8, when adequate manpower cannot be supplied by the Union.

6.02 The Union shall allow personal job search and hiring provided the member or applicant member qualifies for clearance in accordance with the Local Union Hiring Hall Procedures and obtains such clearance from the Local Union prior to commencement of employment. Such clearance will not be unreasonably withheld. Employers shall not engage any person until clearance is provided by the union or a referral slip from the union is presented. Should it be inconvenient for a person, due to place of residence, to obtain a referral slip prior to commencement of employment, the union agrees to make suitable and reasonable arrangements to convey the referral slip to the person or his employer.

The parties recognize that it is in their mutual best interest to include significant involvement of women and aboriginal peoples in the workforce. To this end, the Employer and the Union agree to the following hiring procedure in respect to hiring women and people of aboriginal descent as first year trainees:

- The Employer will first contact the union requesting the union supply a candidate acceptable to the Employer as a first year trainee who is female or of aboriginal descent.
- Should the union be unable to supply an acceptable candidate within two working days then the Employer will have the right to source a candidate from elsewhere. The Employer will notify the Union and any person hired pursuant to this provision will join the union within 30 days of initial hire and be required to maintain union membership as a condition of continuing employment.

On certain projects where client specifications require the hiring of visible minorities a Pre-job meeting will be held between the Contractor, the Trade Division, and the Union in order to accommodate the client requirements.

Without limiting management's rights, workers shall be required to have applicable training including but not limited to fall protection, aerial work platforms, swing stage, CWB puddle welding. In addition to the forgoing, workers require trade specific training relating to fabricating and installing flashings. The Union and Employer will encourage workers to learn new skills on an ongoing basis.

All workers dispatched by the Union shall be in possession of site required training, including but not limited to OSSA certified orientation training and fall protection training if required.

6.03 **(a)** Business Representatives or other designated officials of the Union are to have access to members and jobs covered by this Agreement in the carrying out of their regular duties after notifying the Contractor or his representative of their presence, subject to any site and safety rules.

(b) Where in the opinion of the Union, a Job Steward is deemed necessary, the Steward shall be a working Journeyman appointed by the Business Manager of the Union or his representative, who shall, in addition to his work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times.

Wherever practical, the Job Steward shall have completed a comprehensive training program dealing with the "Canadian Model for providing a safe workplace - Alcohol and Drug Guidelines and Work Rule.

(c) The Union shall notify the Employer, by letter, of the name of the Job Steward or any replacement of same.

(d) On all jobs, other than the foremen, a job steward shall be one of the latter employees terminated or transferred from any project unless by mutual agreement; it being understood that classification, competency, and job conduct must be given first consideration.

(e) No employees shall carry on any Union activities during working hours, except the Steward.

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

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

In addition to the above provisions for the Local 8 jurisdiction the Employer shall deduct six cents ($0.06) per hour worked from the wages of the Employee as a check-off to defray the Union's costs to the Building Trades of Alberta. Such deduction shall be paid for each and every employee covered by the terms and conditions of this Collective Agreement. The monies so deducted shall be remitted in the same manner as Union Dues are remitted under this Collective Agreement, and within the same time frames. All such hourly remittances received from the Employer shall be deemed to be held in Trust by the Union. At the option of the Employer, the Employer may remit such monies directly to an account designated by the Union.

The Employer shall report to the Union in the same manner and timing as are in force for submission of dues to the Union, a list for each month for which the deductions are made, which shall include:

(1) the name and social insurance number for each Employee on whose behalf the deduction was made;

(2) the number of hours worked;

(3) the amount of money deducted;

(4) a nil return where applicable;

(5) the hourly wage rate of each Employee on whose behalf the deductions are made

The sums deducted shall and shall be deemed to be held in trust and as such, these sums shall and shall be deemed to be held separate and apart from the Employer's own funds.

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

ARTICLE SEVEN - EMPLOYMENT AND CONTRACTUAL PROCEDURES

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

ARTICLE EIGHT - EMPLOYMENT OUT-OF-PROVINCE

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

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

ARTICLE NINE - WORK & WORK ASSIGNMENT

9.01 **(a)** In recognition of jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the Impartial Jurisdictional Disputes Board or any successor agency of the Building Trades Department of the American Federation of Labour.

(b) Notwithstanding 9.01 (a) above any jurisdictional dispute between the Union and any other Building and Construction Trades Union or between the Employer and the Union that involves any work undertaken by the Employer shall be settled in accordance with the Procedural Rules stipulated in the Jurisdictional Assignment Plan of the Alberta Construction Industry.

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

ARTICLE TEN - HOURS OF WORK AND OVERTIME

10.01 **(a)** Eight (8) hours shall constitute a regular working day normally beginning at 8:00 a.m. and ending 4:30 p.m. with one half (1/2) hour lunch break scheduled at or near the middle of the work day. When job conditions or circumstances necessitate a one (1) hour lunch break, the regular working day will normally end at 5:00 p.m.

(b) When job conditions dictate, the regular starting and quitting times may be scheduled to vary by up to two (2) hours from those noted above. The Employer shall advise the Employees of the schedule for a given week prior to the commencement of that week. The starting times for this week do not necessarily have to be the same each day. Where circumstances require further deviation from the schedule, so advised, the Employer shall advise the Steward (if appointed) or a representative of the Union concerning such further deviation.

10.02 The regular working week shall be forty (40) hours commencing on Monday and ending on Friday.

10.03 **(a)** The Employer may initiate any other format mutually agreed upon between the Employer and the Employees that will continue to provide a forty (40) hour regular working week over a two (2) week period, such as 4 - 10 hour days, or 4 - 9 hour days plus 1 - 4 hour day.

(b) The Parties hereto understand and agree that on remote jobsites or where special conditions apply scheduling of extended work weeks and/or days off may be beneficial to completion of the work. The Local Union and the Contractor must mutually agree to a work schedule to meet job conditions. **Special Project needs will be addressed by the Parties in concert with other stakeholders in accordance with the process established by the Building Trades of Alberta and the Coordinating Committee of Registered Employers' Organizations.**

(c) **Compressed Work Week**

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

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

10.04 **(a)** Make-up time, at the regular or straight time rate, may be worked in lieu of the regular hours of work provided that:

(1) The make-up hours are a result of time lost due to inclement weather or circumstances beyond the control of the Contractor and the hours are worked on a crew basis and as agreed to by a majority of the involved employees. Make-up hours shall not be worked on an individual Employee basis.

(2) The make-up time provides up to a maximum of forty (40) hours at regular or straight time hours in a week and is worked in the same week as the time has been lost.

(3) The make-up time immediately follows the scheduled regular working day and does not exceed two (2) hours. If a maximum of three (3) hours make-up time is to be worked this can be performed on a Friday off or Saturday.

(b) For the purpose of the compressed work week or make-up time provisions, if a Statutory Holiday or observed day off occurs on a normal work day, that day shall be deemed to be part of the scheduled hours as though the involved hours were worked.

(c) Two (2) breaks of ten (10) minutes each shall be allowed each shift and scheduled by the Employer. Such breaks shall be taken at the specific work area of the Employee or the area designated by the Employer. When Employees are working pursuant to 10.03(a) then a fifteen (15) minute break shall be allowed.

(d) If overtime is worked and exceeds two (2) hours, an additional ten (10) minute break or meal break shall be allowed for each two (2) hours of overtime worked, provided the work will continue beyond the respective two (2) hour increments.

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

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

Where a supervisor is required to:

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

10.05 **(a)** **Industrial Projects**

1. Overtime rates for Industrial Work shall be as follows:

(i) time and one-half (1 1/2x) for the first two hours of overtime worked on a week day, being Monday through Friday inclusive,

(ii) when compressed work weeks are scheduled on a Monday through Thursday basis, time and one-half (1 1/2x) shall apply to the first ten (10) hours worked on the Friday,

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

2. Personal Time:

(i) It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. In order to facilitate this, a worker will accumulate one-half shift (either four hours on an eight hour shift or five hours on a ten hour shift) of unpaid personal absence allowance for each month worked up to a maximum accumulation of two full shifts. An initial one-half shift allowance will be credited upon the start of employment with additional units of one-half shift credited in the months worked subsequently, up to the maximum allowance of two shifts. A worker may request that they be preauthorized to take a personal unpaid absence providing they give a minimum of seven calendar days advance notice of their request to their authorized company representative. Where it is not practical to provide seven calendar days notice the worker must provide as much notice as they are capable of, it being understood that less notice may make it more difficult to accommodate a request for time off. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.

(ii) A worker that is preauthorized to take personal time off pursuant to the above procedure, and who has accumulated sufficient personal absence allowance to cover their absence, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight or ten hours as scheduled for that shift. In the case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.

(iii) Personal absence allowances will be earned on the basis of minimum units of one-half shift and will be utilized on the basis of units of a minimum of one-half shift. An authorized personal absence of up to one-half shift will reduce the accumulated personal absence allowance by one-half shift. If time off exceeds one-half shift, the worker's accumulated personal absence allowance will be reduced by additional one-half shift units.

(iv) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten in a day or forty in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, or workers that have been pre-authorized but who do not have sufficient personal absence allowance accumulated, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.

(v) The Framework Bargaining Committees agree that they will meet to review the provisions of this Article during the months of March and April of 2013, or earlier should they both agree. The Parties to this Agreement agree that, should the Framework Bargaining Committees arrive at recommendations for changes, they will consider amending this article to conform to such recommendations.

(b) Commercial Projects

(1) Hours worked in excess of the regular working day or regular working week shall be deemed to be overtime and shall be paid at one and one-half times (1½x) the Employee's regular or straight time hourly rate, Monday to Friday inclusive.

(2) All hours worked on Saturdays, excluding make-up time, shall be paid at one and one-half times (1½x) the employee's regular or straight time hourly rate.

(3) All hours worked on Sundays and General Holidays shall be paid at two times (2x) the employee's regular or straight time hourly rate.

(c) This Article shall not apply to additional hours of work as provided for by Article 10.03(b).

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

10.07 For the purpose of Article 10, a "week" shall be defined as that period from 12:01 a.m. Monday to midnight (12:00 p.m.) Sunday.

This Article is not to be confused with the regular working week as defined in Article 10.02.

10.08 No provisions herein shall be construed as establishing a guaranteed number of hours work either per day or per week.

10.09 The Employer shall not compel an Employee to work overtime or make-up time or take any disciplinary action against any Employee refusing to work same.

ARTICLE ELEVEN - SHIFT WORK

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

11.02 **(a)** When a shift is commenced and has run for at least the three (3) consecutive days referred to above, should the shift terminate in the middle of the week, or any Employee hires on in a week in which a shift ends, affected Employee(s) shall only be entitled to shift premium on regular hours of work.

(b) By mutual agreement, shifts may be established for periods of less than three (3) consecutive regular working days and in such event, the deemed overtime that would otherwise be payable shall not apply.

11.03 The first shift shall work a regular working day as set out in Article 10.01 of this Agreement, with the applicable overtime rate after eight (8) hours of work.

11.04 **Industrial Only**

Shift work other than the regular working day as outlined in clause 10.01 may be utilized provided such shift(s) commence between 3.00 PM and 6.00 AM. The hourly rate for employees on any alternate shift(s) as outlined above shall be $2.75 ($3.00 effective May 5, 2013) per hour greater than the applicable day time rate of pay. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.

11.05 **Work Covered by the Commercial and Institutional Conditions**

Shift work on the second (2nd) and third (3rd) shift on commercial and institutional work shall be in accordance with Article 11.04 except that the shift premium shall be $1.50 ($1.75 effective May 5, 2013) per hour greater than their applicable day time rate of pay and for the life of the Agreement.

11.06 No Employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An Employee shall continue to receive the overtime rate, plus shift differential, after each shift until a break of eight (8) consecutive hours occurs, exclusive of travel allowance.

11.07 When an Employee loses a regular day, through implementation or termination of shift work, then the Employee shall be paid a regular days pay for the day lost.

11.08 Where the owner/client may require work to be done on a single shift basis at start/quit times that may be at variance with the start/quit for a regular shift, single shift operations shall be permitted subject to the payment of shift differential. The shift differential shall be paid on all hours worked and at the highest rate that the Employee would have been entitled to if the operation would consist of more than one (1) shift. Overtime shall be payable on all hours in excess of eight (8) hours per day and forty (40) hours per week and on Saturdays, Sundays or Statutory Holidays.

ARTICLE TWELVE - SHOW UP AND TERMINATION

12.01 Unless the Employee has been notified prior to his or her normal starting time not to report for work, an Employee who reports for work at his or her scheduled starting time and no work is available due to circumstances within the control of the Employer, the Employee shall be given two (2) hours pay. The Employee must remain on the job, if requested, for the two (2) hour period and perform any work requested by the foreman.

12.02 Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.

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

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

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

(c) Upon discharge for cause or quit the final pay cheque, record of employment and any vacation pay and statutory holiday pay owing shall be given or mailed to the Employee within five (5) working days, excluding Saturdays, Sundays and Statutory Holidays.

(d) The time constraints in 12.04 will also apply when payment is by direct deposit. When payment has been by direct deposit the Employer may, at his or her option, process the final pay by cheque. With the written agreement of the Employee, the Employer may use direct deposit for the final pay to occur on the regular payday when the time owing would have been normally payable.

(e) When an employee quits or is laid off, and the Employer reasonably believes that employee has exhibited performance, attendance and behaviour that did not meet the Employer's expectations, the Employer shall notify the Union of the name and the experience with that employee forthwith after the quit or layoff.

[Please see the Letter of Understanding entitled Records of Employment appended hereto for the Parties' agreement relating to the electronic filing of Records of Employment.]

ARTICLE THIRTEEN - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION & ACCOMMODATION

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

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

DAILY TRAVEL

13.02 The following conditions as listed in clauses 13.02 to 13.04 will apply on jobs within daily commuting distance of those locations as noted in 13.01 above, or any location with a hiring hall, and on jobs from which Employees commute daily from temporary accommodation provided or paid for by the Employer.

(a) **(i)** A forty-five (45) kilometer radius free zone from the center of the cities listed above or around any place in which Employees are temporarily domiciled by the Employer shall be established. The location of the Geodetic Monument for Edmonton is 101 Street and Jasper Avenue and for Calgary, the Calgary Tower. No transportation or travel allowance shall be applicable within the free zone.

(ii) For industrial only, notwithstanding Article 13.02(a)(i), the time in transit on buses between the site and the camp shall be determined by representatives of the Building Trades of Alberta and of the Coordinating Committee of Registered Employers' Organizations, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit. This determination should be carried out twice per year, with any adjustment resulting from a determination applicable until the next determination. Workers shall be paid an allowance for time regularly and routinely in excess of forty five minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses.

(iii) 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 (or, effective May 6, 2012, fifty cents ($0.50) per kilometer traveled), each way between the edge of the free zone and the project job site daily and pay travel allowance.

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

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

Example Only -- A Journeyman member traveling in June, 2011 to a project located 40 road kilometers from the edge of the free zone at 80km per hour each way would receive the following for each day worked:

Travel Allowance:	
80 km @ 80 km/hr = 1 hr.@ base rate of	$33.94
Vehicle Allowance:	
80 km. @ $0.49 per km. =	<u>$39.20</u>
for a daily total of	$73.14

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

(iv) Notwithstanding the foregoing, on major construction projects located within the free zone, around the cities of Edmonton and Calgary, but beyond the city bus transportation system of those cities, where it is expected that the total construction workforce will exceed five hundred (500), the affected parties shall meet to discuss the viability of implementing a system of providing transportation to the site. The parties shall take into account such considerations as climate, seasons, road capacity, other projects and industries using the same corridors, workforce curves, and site infrastructure.

(b) **(i)** When an Employee is being paid subsistence allowance in accordance with Article 13.04 or 13.05, and when there is no accommodation available within 45 km. of the project on which the Employee is engaged, the Employer shall determine the location of the nearest available suitable accommodation, and shall determine the number of road kilometers beyond a 45 kilometer radius of the project that would be required to travel each way from the nearest available suitable accommodation, and shall calculate the travel allowance in accordance with the above provisions. In the event suitable accommodation within a 45 kilometer radius of the project becomes available, the payment of the travel allowance will cease.

(ii) 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 that are reasonably within the control of the Employer or the bussing company, the Employees shall be paid for all such time in excess of fifteen (15) minutes beyond the scheduled arrival 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 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

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

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

(i) camp accommodation, which shall be available seven days per week; or

(ii) mutually agreed room and board; or

(iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of one hundred and ten dollars ($110.00) per day except for subsistence rates established for a specific communities and regions as posted at www.clra.org and http://www.local8.ca.

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

(b) Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday observed on a regularly scheduled work day immediately preceding and following work days normally paid at straight time rates provided the Employee reports for work on the work day immediately preceding and following the General Holiday.

(c) Applicable beyond a 475 kilometer radius of the Cities of Edmonton and Calgary

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 and ten dollars ($110.00) per day except for subsistence rates established for a specific communities and regions as posted at www.clra.org and http://www.local8.ca.

(d) Employees failing to report for work on the work day immediately preceding and following a week-end or Statutory Holiday will receive the above for days worked only.

(e) In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to clauses 13.04(a)(ii) or 13.04(c)(ii) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of registered employers' organizations, which committee shall make a final and binding decision within five days from the date of referral.

(f) The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of room and board is preferable to the payment of subsistence allowance. However, any of these three options will satisfy the Employer's obligations pursuant to this article.

(g) **(i)** In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one of the following options:

- provide suitable room and board; or
- directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
- the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:

(ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Building Trades of Alberta issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Building Trades of Alberta that a Subsistence review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.

(iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Building Trades of Alberta 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 13.03. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an arbitrator in grievance proceedings. The fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

(v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this clause some guidelines are included;

- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.

- To determine seasonal adjustments due to tourism, availability of rooms, etc. which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.

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

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

(h) Applicable to all Regions

(i)

- Employees unable to work due to legitimate illness, material shortage, job-site conditions, or inclement weather, and for whom it is not practical to return to their respective primary Alberta residences, shall receive their board and room or daily allowance for those work days that they were scheduled to work.
- To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to his primary Alberta residence due to the medical, work, site or weather conditions.
- In the event return to the Employee's primary Alberta residence becomes reasonably possible and prudent, the entitlement to subsistence allowance shall cease.
- It is expected that circumstances to which this provision applies will be of short duration.
- For the purposes of this Article, for an Employee who does not maintain a primary residence in Alberta, that Employee's primary Alberta residence shall be deemed to be Edmonton or Calgary, whichever is the nearest.

(i.1) If an Employee chooses to leave before the completion of the shift without the consent of the Employer he or she 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 or she will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.

(ii) All camps must meet the specifications as negotiated by Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 - 2018 camp rules and regulations, or any successor thereto.

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

(iv) If an Employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the Employee shall be paid two hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings.

COMMERCIAL/INSTITUTIONAL

13.05 **(a)** Where Employees are employed in the area beyond that in which daily travel applies and up to a radius of 475 km from the center of the cities of Edmonton or Calgary, as may be appropriate, the Employer may elect to provide:

- Camp accommodations (in accordance with the current camp rules and regulations, or any successor standards) which remain available on weekends for those who elect to remain in camp; or
- Mutually agreed room and board; or
- Subsistence allowance as follows:
- The amount to be negotiated in consultation with the Union, however, in the event no Agreement is reached with the Union a decision shall be made by the Registered Employers' Organization, which decision shall be final and binding.

(b) Beyond a 475 kilometer radius from the center of the cities of Edmonton or Calgary, as may be appropriate, the Employer, where his or her Employees do not return daily, has the same elections as above, but on the basis of seven (7) days per week.

(c) Clause 13.04 (g) (i) (ii) (iii) are applicable to Commercial & Institutional work.

(d) All of the above Article 13.00 conditions apply except there may be two (2) persons to a room and the amount paid for board and lodging and/or subsistence is to be negotiated between the Employer and the Local Union Business Manager or his Representative in consultation with the affected employee(s).

13.06 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 - $84.00 each way;

(ii) 201 kilometers to 300 kilometers - $120.00 each way;

(iii) 301 kilometers to 375 kilometers, and the Empress area $144.00each way;

(iv) over 375 kilometers to 475 kilometers $216.00 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 $330.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.

(vi) The Initial and Return Transportation Allowances set out herein shall be subject to review in January 2013 and January 2014. In the event that there is an adjustment in the vehicle allowance, pursuant to Article 13.02(a)(iii) for 2013 and / or 2014, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2013, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2013.

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

(a.2) When transportation is provided by the employer by way of air, bus, or other acceptable surface transportation, 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 provided transportation or to receive collective agreement initial/return/rotation allowances. Buses must comply with Article **13.02(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.
- If the Employee is transferred to a different work site that is within the area to which the transportation allowance was to apply, the Employee's employment on that different work site shall be deemed to be a continuation of employment on the original work site for the purposes of accumulation of entitlement to transportation allowances and rotational leave.

(c) Initial And Return Transportation To Remote Sites

Commercial and Institutional

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

(1) Up to 200 km – $42.00. If, by operation of 13.06(a)(vi), the industrial rate in 13.06(a)(i) is increased, the amount paid under this provision will increase to an amount equal to fifty percent (50%) of the amended industrial rate in 13.06(a)(i), rounded to the nearest dollar.

(2) 201 to 300 km – $72.00. If, by operation of 13.06(a)(vi), the industrial rate in 13.06(a)(ii) is increased, the amount paid under this provision will increase to an amount equal to sixty percent (60%) of the amended industrial rate in 13.06(a)(ii), rounded to the nearest dollar.

(3) 301 to 400 km – $90.00. If, by operation of 13.06(a)(vi), the industrial rate in 13.06(a)(iii) is increased, the amount paid under this provision will increase to an amount equal to sixty two point five percent (62.5%) of the amended industrial rate in 13.06(a)(iii), rounded to the nearest dollar.

(4) Over 400 km – scheduled airline air fare or as mutually agreed.

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

(d) Clause 13.06 (b) above shall also apply to commercial institutional work.

13.07 ROTATIONAL LEAVE (TURNAROUNDS) – INDUSTRIAL
[There is an agreed interpretation of the below provisions that clarifies that the interpretation is that time spent off the jobsite due to a jobsite closure or scheduled vacation of one work week (5 days or 4 days as the case may be) or longer will not be counted towards the accumulation of calendar days credited towards earning a turnaround leave. A June 1, 2004 letter of interpretation signed on behalf of the Coordination Committee and the ABTC confirms this understanding.]

(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 sixty-eight dollars ($168.00) 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 three hundred dollars $300.00 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) The Rotational Leave Allowances set out herein shall be subject to review in January 2013 and January 2014. In the event that there is an adjustment in the vehicle allowance, pursuant to Article 13.02(a)(iii) for 2013 and / or 2014, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1st of the respective year. For example, if for 2013, the vehicle allowance is increased by 4%, each allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following the 1st of May, 2013.

(d) 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.

(e) Where the Employer supplies transportation the Employee shall not be entitled to the above allowances referred to in 13.06 (a.2), 13.07 (a.1) and 13.07 (b.1).

13.08 ROTATIONAL LEAVE (TURNAROUNDS) COMMERCIAL\INSTITUTIONAL

(a) For COMMERCIAL and INSTITUTIONAL Work the allowance for the Turnaround Leave is to be negotiated between the Employer and the union. (based on the Industrial format in clause 13.07(a)(i)&(b)(i)), however in the event that no agreement is reached between the Employer and the Union a decision shall be made by the Registered Employers Organization, which decision shall be final and binding.

(b) Clause 13.06 (b) above shall also apply to commercial institutional work.

13.09 Qualifying times and resulting entitlements as set out in Article 13.00 shall apply only on condition that the Employees have worked the total regular hours per week as set out in Article 10.00 or if the project does not last one (1) week or longer, on condition that they work the regular hours per unless incapacitated by illness or other legitimate cause(s) as agreed to by the Employer's representative and the Union representative at the jobsite. Any other unexcused absences will result in, but are not limited to, an adjustment in the qualifying time periods being adjusted by the time absent.

ARTICLE FOURTEEN - PERSONAL VEHICLE

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

ARTICLE FIFTEEN - WORKING RULES AND COMMITMENTS

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

The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule will apply on all work sites.

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

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

15.04 **(a)** The minimum rate of pay for any workman employed by the Employer as an "Applicant for Apprenticeship" shall be fifty percent (50%) of the Journeyman rate.

(b) If a Provincial Apprenticeship training program is established in the Province of Alberta by the Department of Apprenticeship for the Sheeting, Cladding and Decking Industry, the percentage rates for the different classifications established at that time will be applicable to this Agreement.

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

1. Sanitary facilities in appropriate sanitary condition as required and where they are not provided Employees will not be penalized for availing themselves of the nearest proper facilities.

2. Adequate scaffolding and ladders which the Employee has a right to refuse to use if in his opinion they are unsafe.

3. Transportation for injured workmen to treatment facilities.

4. Hard hats, and unused sweat bands, winter liners, eye protection equipment and ear mufflers and ear plugs.

5. Welding gloves, welding jackets, boot protection, spat leggings and eye protection for employees engaged in welding.

6. Such other additional equipment and/or apparel necessary to suit job conditions may be determined, as required, from time to time by the Occupational Health and Safety Act.

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

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

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

15.09 **(a)** Boot protection (eg. spat leggings) for welders and glasses protection (eg. clip on shields) shall be made available, when required, by the employee and may be provided on a charge-out refund basis.

(b) Deck Welders will be eligible to have the lenses of their prescription glasses replaced, following twelve (12) months of employment with a Contractor, if damaged by welding, to a maximum of one (1) replacement each year.

ARTICLE SIXTEEN - TOOLS - EMPLOYEE SUPPLIED

16.01 Employees shall possess, in good condition, the following tools:

1 - 16 ft. tape	assorted screwdrivers
1 - 50 ft. tape	1 chalk line
1 vise grip "C" clamp 11R	1 pop riveter,
2 vise grips welding clamp 9R	employer provided maintenance (note 16.04)
1 pair straight snips	1 aircraft snips(left & right)
1 pair folding tongs	1 - 3/8 inch speed wrench
1 hacksaw frame	1 - 2 ft. level
1 tri square	1 - 8 inch crescent wrench
1 hammer	

16.02 Probationary employees shall, after their first pay cheque, provide and have in their possession on the job the following tools:

1 - 16 ft. tape	2 aircraft snips (left & right)

16.03 The Employer shall supply and the Employee shall use suitable lock-up facilities for tools.

16.04 The Employer will make available; replacement springs for Metal Masters, jaws for Pop Riveters, pins.

16.05 The Employer shall replace an Employee's tools lost from the shop or jobsite within three (3) days where practical as a result of fire, theft by break-in or forcible entry, or where proven due to another unlawful act, the evidence of which is beyond reasonable doubt, providing such tools were located in a Company arranged lock-up facility or lost during transportation while in the care or control of the Employer.

16.06 Upon hire, a workman shall sign a tool list which shall be subject to inspection and verification by the Foreman. Tools may be subject to further periodic inspections.

16.07 Employees will be responsible for loss by proven negligence or damage due to misuse of hand tools and associated like equipment supplied by the Employer. Employees must sign for those hand tools and associated like equipment which they receive from the Employer. It is understood and agreed by all parties to this Agreement that refusal by an employee to sign for hand tools and associated like equipment, which is not in reasonable repair, shall not be cause for disciplinary action against the Employee.

ARTICLE SEVENTEEN - INDENTURED APPRENTICES

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

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

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

17.04 A probationary Employee shall make application to join the union. Providing union dues are deducted and remitted to the union, an Employer may engage a probationary Employee (as defined in Article 25) for a period of thirty (30) days without the requirement of, payment of H&W, Retirement Trust Fund, or Benevolent Fund contributions,. Upon completion of the thirty (30) day probationary period, the Employer shall begin to make contributions to the various funds as required under articles 21.00, & 23.00. Probationary Employees will not have Retirement Trust Fund contributions made on their behalf for the first 300 hours of employment. Contributions to the Retirement Trust Fund will begin with the 301st hour of employment.

ARTICLE EIGHTEEN - FOREMEN

18.01 It is the intent of both Parties to this Agreement that the term "Foreman" shall mean any journeyman Employee of a signatory Employer who is designated by such Employer to supervise the activities of other Employees.

18.02 In charge of up to and including ten (10) workmen the foreman shall be paid an additional ten percent (10 %) of the journeyman rate.

In charge of more than ten (10) workmen the general foreman shall be paid a minimum of an additional fifteen percent (15%) of the journeyman rate.

ARTICLE NINETEEN - VACATION

19.01 All Employees covered by the terms of this Agreement with up to five years of employment shall be entitled to an annual vacation of three (3) weeks. Employees with employment of five years and over shall be entitled to an annual vacation of four (4) weeks. During July and August at least two (2) consecutive weeks vacation shall be granted, if requested, at a time mutually agreed upon between the Employer and Employee. Three (3) consecutive weeks may be taken during July and August if mutually agreed upon. During other months three (3) consecutive weeks shall be granted, if requested, at a time mutually agreed upon between the Employer and Employee. For employees with five years or more, the fourth week of vacation dates will be mutually agreed upon.

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

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

ARTICLE TWENTY - GENERAL HOLIDAYS

20.01 The following shall be General Holidays:

New Year's Day	Good Friday
Family Day	Labour Day
Christmas Day	Victoria Day
Civic Holiday	Boxing Day
Canada Day	Thanksgiving Day
Remembrance Day	

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

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

This Statutory Holiday pay shall be calculated on the earnings of each pay period and paid to the employee on the pay cheque covering that pay period.

Earnings shall include all wages of the Employee but does not include benefit plan contributions.

20.02 Where a General Holiday falls on a day for which the Collective Agreement requires, but for the General Holiday, that overtime rates be paid for all hours worked, the General Holiday will be observed on the next day for which the Collective Agreement prescribes straight time rates for some or all of the hours in the regular working day as set out in Article 10.01 or 10.03. Under these circumstances, work performed on the date on which the General Holiday falls will be paid at the overtime rates otherwise required by the Collective Agreement, and work performed on the day on which the General Holiday is then observed will be paid at double time.

20.03 No work shall be performed on Labour Day except where danger to life or property makes it necessary. No more than eight (8) hours work shall be performed on a Statutory Holiday, except in the case of emergency.

20.04 Should Statutory Holiday(s) fall within an Employees annual vacation an extra day(s) shall be provided in conjunction with the annual vacation.

20.05 If an Employee absents himself or herself from working either the last working day prior to a holiday, or the working day immediately following a holiday, he or she shall be subject to disciplinary action.

ARTICLE TWENTY ONE - HEALTH AND WELFARE PLAN

21.01 **(a)** The amount shown in the wage schedules in Article 24.00 shall be contributed by the Employer for each hour worked by each member of the Union employed pursuant to this Collective Agreement shall be contributed by the Employer to the Alberta Sheet Metal Health and Welfare Plan. Such contributions shall commence on the first day of employment of such Employees, or upon such Employees making application for membership in the Union, whichever is the later.

(b) The obligation of each Employer under the Trust Fund and Plan is limited to:

(i) paying the amount the Employer is required to contribute to the Plan in accordance with the Collective Agreement within fifteen (15) days of the end of each monthly reporting period;

(ii) providing the Trustees with a list which shows the number of hours of covered employment during each monthly reporting period of each Employee covered by the Collective Agreement;

(iii) providing the Trustees with such information as is needed to determine eligibility for benefits of a Member of the Plan.

(c) In addition, at all times the contributions to the Plan shall be in accordance with the Standard Form of Agreement of Local Union No. 8 or as may be determined from time to time by the Joint Board of Trustees.

21.02 The Employer, Supervisory, and Office Staff of the firm shall also be allowed to participate in the Plan without Union membership, subject to approval of the Joint Board of Trustees of the Health and Welfare Plan.

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

21.04 The contributions made pursuant to Article 21.01 shall be forwarded to the Office of the Administrator, The Alberta Sheet Metal Health and Welfare Plan, in the manner and format approved by the Trustees, prior to the fifteenth (15th) day in the calendar month following the period for which the contributions are being reported.

21.05 Employers shall complete and forward with the contributions the reporting forms required by the Alberta Sheet Metal Health and Welfare Plan.

21.06 An annual report on Trust Funds will be provided to the Parties to the Agreement upon request to the Administrator.

21.07 The liability of any Employer to the Health and Welfare Trust Fund or any beneficiary or proposed beneficiary of the Plan shall be limited to his obligation to pay the amounts stated in this Agreement at the times and the manner stated.

21.08 **(a)** The Parties to this Collective Agreement agree that, where the Board of Trustees of the Alberta Sheet Metal Workers' Retirement Trust Fund and or the Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Article 21 and 22 of the Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

(b) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE TWENTY TWO - RETIREMENT TRUST FUND

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

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

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

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

(a) The obligation of each Employer under the Trust Fund and Plan is limited to:

(i) paying the amount the Employer is required to contribute to the Plan in accordance with the Collective Agreement within fifteen (15) days of the end of each monthly reporting period;

(ii) providing the Trustees with a list which shows the number of hours of covered employment during each monthly reporting period of each Employee covered by the Collective Agreement;

(iii) providing the Trustees with such information as is needed to determine eligibility for benefits of a Member of the Plan.

(b) Benefits shall be determined on the basis that the contributions required to be made by Employers under the applicable Collective Agreement are sufficient, based on the estimates last made by the Actuary, to pay the expected cost of the benefits, the expected cost of the administration and the payments which are required to amortize the experience deficiency over the period specified in the Employment Pension Plans Act.

(c) 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.

22.02 The Employer, Supervisory, and Office Staff of the firm shall also be allowed to participate in the Plan, without Union membership, subject to the approval of the Joint Board of Trustees of the Retirement Trust Fund

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

22.04 The contributions made pursuant to Article 22.01 shall be forwarded to the Office of the Administrator, of the 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.

22.05 Employers shall complete and forward with the contributions the reporting forms required by The Alberta Sheet Metal Trust Funds.

22.06 An annual report on the Alberta Sheet Metal Workers' Retirement Trust Fund will be provided to the Parties to the Agreement upon request to the Administrator.

22.07 The liability of any Employer to the Retirement Trust Fund or any beneficiary or proposed beneficiary of the Plan shall be limited to his or her obligation to pay the amounts stated in this Agreement at the times and the manner stated.

22.08 **(a)** The Parties to this Collective Agreement agree that, where the Board of Trustees of the Retirement Trust Fund and or the Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Article 21 and 22 of the Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

(b) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

ARTICLE TWENTY THREE - BENEVOLENT / PROMOTIONAL FUND AND TRAINING FUND

23.01 The Employer agrees to contribute the amount shown in Article 24.00 wage schedules, on hours worked, to Local No. 8 Benevolent/Promotional Fund.

This fund shall be used to provide:

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

(b) other Benevolent and / or Promotional services for and on behalf of members.

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

23.02 The contributions made pursuant to Article 23.01 shall be forwarded to the Local Union No. 8 Benevolent/Promotional Fund, in the manner and format approved by Local Union No. 8, prior to the fifteenth (15) day of the calendar month following the period for which the contributions are being reported.

23.03 Employers shall complete and forward with the contributions the reporting forms required by the Local No. 8 Benevolent/Promotional Fund.

23.04 In any event, no payments shall be made from the Benevolent / Promotional Fund that will contravene s.148.1 of the Alberta Labour Relations Code.

Training Fund

23.05 The Employer agrees to contribute the amount shown in Article 24.00 wage schedules, on hours worked, to the Local No. 8 Training Fund.

This fund shall be used to provide:

(a) training and upgrading for workers such as fall protection, rigging, manlift, swingstage, CSTS, first aid, fire extinguisher use, supervisor training and H2S training.

(b) Any other training, upgrading or educational programs as approved by the Board of Trustees of the Sheet Metal Workers Education Trust Fund.

23.06 The contributions made pursuant to Article 23.04 shall be forwarded to Local Union No. 8 Benevolent / Promotional Fund, in the manner and format approved by Local Union No. 8, prior to the fifteenth (15) day of the calendar month following the period for which the contributions are being reported. Such monies are to be held in trust by the Secretary-Treasurer of the Benevolent Fund until forwarded in turn to the Training Fund in accordance with arrangements made between the Secretary- Treasurer of the Benevolent / Promotional Fund and the Trustees of the Training Fund.

23.07 Employers shall complete and forward with the contributions the reporting forms required by the Local No. 8 Benevolent / Promotional Fund.

23.08 In any event, no payments shall be made from the Training Fund that will contravene s.148.1 of the Alberta Labour Relations Code.

ARTICLE TWENTY FOUR - WAGE RATES

24.01 The regular wage or straight time rate for the regular hours worked during a regular work day by the classifications of employees covered by this Agreement shall be in accordance with the "Schedule of Wage Rates" that follows:

INDUSTRIAL

NOTE: please also see Letter of Understanding entitled "Wage Determination – Industrial."

	BASE	HOL& VAC	H&W	PENSION	TRAINING	BENEV.	TOTAL
General Foreman (115%)							
1-May-11	**$46.75**	**$4.68**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$58.32**
6-May-12	$47.38	$4.74	$1.55	$5.15	$0.30	$0.09	$59.21
4-Nov-12	$48.17	$4.82	$1.55	$5.15	$0.30	$0.09	$60.08
5-May-13	$48.12	$4.81	$1.60	$5.30	$0.30	$0.09	$60.22
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
Foreman (110%)							
1-May-11	**$44.72**	**$4.47**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$56.08**
6-May-12	$45.32	$4.53	$1.55	$5.15	$0.30	$0.09	$56.94
4-Nov-12	$46.08	$4.61	$1.55	$5.15	$0.30	$0.09	$57.78
5-May-13	$46.02	$4.60	$1.60	$5.30	$0.30	$0.09	$57.91
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
Journeyman							
1-May-11	**$40.65**	**$4.06**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$51.60**
6-May-12	$41.20	$4.12	$1.55	$5.15	$0.30	$0.09	$52.41
4-Nov-12	$41.89	$4.19	$1.55	$5.15	$0.30	$0.09	$53.17
5-May-13	$41.84	$4.18	$1.60	$5.30	$0.30	$0.09	$53.31
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
3rd Year Apprentice (85%)							
1-May-11	**$34.55**	**$3.46**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$44.90**
6-May-12	$35.02	$3.50	$1.55	$5.15	$0.30	$0.09	$45.61
4-Nov-12	$35.61	$3.56	$1.55	$5.15	$0.30	$0.09	$46.26
5-May-13	$35.56	$3.56	$1.60	$5.30	$0.30	$0.09	$46.41
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd

Sheeter Decker Cladder, Industrial Wages (cont'd)

	BASE	HOL& VAC	H&W	PENSION	TRAINING	BENEV.	TOTAL
2nd Year Apprentice (75%)							
1-May-11	**$30.49**	**$3.05**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$40.43**
6-May-12	$30.90	$3.09	$1.55	$5.15	$0.30	$0.09	$41.08
4-Nov-12	$31.42	$3.14	$1.55	$5.15	$0.30	$0.09	$41.65
5-May-13	$31.38	$3.14	$1.60	$5.30	$0.30	$0.09	$41.81
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
1st Year Apprentice (65%)							
1-May-11	**$26.42**	**$2.64**	**$1.50**	**$5.00**	**$0.30**	**$0.09**	**$35.95**
6-May-12	$26.78	$2.68	$1.55	$5.15	$0.30	$0.09	$36.55
4-Nov-12	$27.23	$2.72	$1.55	$5.15	$0.30	$0.09	$37.04
5-May-13	$27.20	$2.72	$1.60	$5.30	$0.30	$0.09	$37.21
3-Nov-13	tbd	tbd	$1.60	$5.30	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$5.50	$0.30	$0.09	tbd
Probationary (55%)							
1-May-11	**$22.36**	**$2.24**	**$1.50**	**$0.00**	**$0.30**	**$0.09**	**$26.49**
6-May-12	$22.66	$2.27	$1.55	$0.00	$0.30	$0.09	$26.87
4-Nov-12	$23.04	$2.30	$1.55	$0.00	$0.30	$0.09	$27.28
5-May-13	$23.01	$2.30	$1.60	$0.00	$0.30	$0.09	$27.30
3-Nov-13	tbd	tbd	$1.60	$0.00	$0.30	$0.09	tbd
4-May-14	tbd	tbd	$1.65	$0.00	$0.30	$0.09	tbd
2-Nov-14	tbd	tbd	$1.65	$0.00	$0.30	$0.09	tbd

AMENDED

COMMERCIAL

	BASE	HOL& VAC	H&W	PENSION	TRAINING	BENEV.	TOTAL
Foreman A							
1-May-11	$39.03	$3.90	$1.50	$4.00	$0.30	$0.09	$48.82
6-May-12	$39.95	$4.00	$1.55	$4.15	$0.30	$0.09	$50.04
5-May-13	$40.89	$4.09	$1.60	$4.30	$0.30	$0.09	$51.27
4-May-14	$42.06	$4.21	$1.65	$4.50	$0.30	$0.09	$52.81
Foreman B							
1-May-11	$37.33	$3.73	$1.50	$4.00	$0.30	$0.09	$46.95
6-May-12	$38.21	$3.82	$1.55	$4.15	$0.30	$0.09	$48.12
5-May-13	$39.12	$3.91	$1.60	$4.30	$0.30	$0.09	$49.32
4-May-14	$40.23	$4.02	$1.65	$4.50	$0.30	$0.09	$50.79
Journeyman							
1-May-11	$33.94	$3.39	$1.50	$4.00	$0.30	$0.09	$43.22
6-May-12	$34.74	$3.47	$1.55	$4.15	$0.30	$0.09	$44.30
5-May-13	$35.56	$3.56	$1.60	$4.30	$0.30	$0.09	$45.41
4-May-14	$36.57	$3.66	$1.65	$4.50	$0.30	$0.09	$46.77
3rd Year Apprentice							
1-May-11	$28.84	$2.88	$1.50	$4.00	$0.30	$0.09	$37.61
6-May-12	$29.53	$2.95	$1.55	$4.15	$0.30	$0.09	$38.57
5-May-13	$30.23	$3.02	$1.60	$4.30	$0.30	$0.09	$39.54
4-May-14	$31.08	$3.11	$1.65	$4.50	$0.30	$0.09	$40.73
2nd Year Apprentice							
1-May-11	$25.46	$2.55	$1.50	$4.00	$0.30	$0.09	$33.90
6-May-12	$26.06	$2.61	$1.55	$4.15	$0.30	$0.09	$34.76
5-May-13	$26.67	$2.67	$1.60	$4.30	$0.30	$0.09	$35.63
4-May-14	$27.43	$2.74	$1.65	$4.50	$0.30	$0.09	$36.71
1st Year Apprentice							
1-May-11	$22.06	$2.21	$1.50	$4.00	$0.30	$0.09	$30.16
6-May-12	$22.58	$2.26	$1.55	$4.15	$0.30	$0.09	$30.93
5-May-13	$23.11	$2.31	$1.60	$4.30	$0.30	$0.09	$31.71
4-May-14	$23.77	$2.38	$1.65	$4.50	$0.30	$0.09	$32.69
Probationary							
1-May-11	$18.67	$1.87	$1.50		$0.30	$0.09	$22.43
6-May-12	$19.11	$1.91	$1.55		$0.30	$0.09	$22.96
5-May-13	$19.56	$1.96	$1.60		$0.30	$0.09	$23.51
4-May-14	$20.11	$2.01	$1.65		$0.30	$0.09	$24.16

Note: Probationary Apprentices (Commercial & Industrial) shall not receive the Pension contributions.

24.02 **(a)** If any Employer is found by the Trustees of the respective funds to be in default in remitting payments required to be made pursuant to Articles 21, 22, and 23 of this Agreement and if such default continues for 20 days thereafter, the contractor shall pay to the applicable Trust Fund as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for each month or part thereof in which the Employer is in default. The failure to pay each month shall constitute a separate offense, and shall subject the Employer to the 10% payment. Thereafter interest shall run at the rate of 2% per month on any unpaid arrears, including liquidated damages.

(b) Where an Employee performs work that would require the Employer to contribute hourly contributions to the Trust Funds set out in this Agreement, at such an hourly contribution rate as may from time to time be applicable in this Collective Agreement, then the Employer shall and shall be deemed to have kept such an amount separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust on behalf of the Employees until the Employer has paid such monies to the applicable trust fund. Further, in the event of any liquidation, assignment or bankruptcy of such an Employer, an amount equal to the amount that is owed to the applicable Trust Fund by the Employer on whose behalf Employees have performed work entitling them to receive contributions to the fund(s) as is herein before provided for, is deemed to be held in trust for the Trustees of these Trust Fund(s) and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

(c) In those instances where an Employer may be delinquent on the payment of remittances pursuant to Articles 21, 22, and 23 of this Agreement it shall remain the responsibility of the Employer to ensure that all outstanding remittance forms are filled out completely, and provided monthly to the Union and/or affected Trust Funds.

ARTICLE TWENTY FIVE - CLASSIFICATIONS

25.01 **Sheeter and/or Erector:** A workman who has completed the probationary, first period, second period and third period trainee period of employment having worked a minimum of seventy five hundred hours (7500 hours).

Third (3rd) Period Trainee: A workman who has completed the second (2nd) period trainee term shall work two thousand (2,000) hours as a third (3rd) period trainee.

Second (2nd) Period Trainee: A workman who has completed the first trainee term shall work two thousand (2,600) hours as a second period trainee.

First (1st) Period Trainee: A workman who has completed the probationary period shall work two thousand (2,600) hours as a first period trainee.

Probationary Employee: A workman with no previous experience to the completion of the first three hundred (300) hours of employment.

Until September 1, 2007 all current trainees shall be grandfathered for the hours required to reach the next highest classification. After September 1st, the new hours required to progress will then apply.

Probationary Employees will not receive pension contributions.

ARTICLE TWENTY SIX - CREW RATIO

26.01 **(a)** The work force shall be constituted on a crew basis with at least one (1) qualified sheeter on each crew.

(b) There shall be no more than one Probationary Employee on each 3 person crew.

ARTICLE TWENTY SEVEN - GRIEVANCE PROCEDURE

27.01 Any difference concerning the interpretation, application, operation, or any alleged violation of the Agreement or any question as to whether any difference is arbitrable arises between the Employer and Employee shall be dealt with as follows without stoppage of work or refusal to perform work. Timelines within this article may only be extended by mutual agreement between the Union and Employer.

27.02 The person or party who feels there is a difference shall meet and discuss with the other party the difference, within ten (10) working days of the occurrence or first awareness of the difference and endeavor to resolve the difference.

27.03 If the difference remains unresolved at the end of the above mentioned ten (10) working days or if any involved person or party concerning the difference is not satisfied with the disposition of a resolve, an Employee shall immediately, refer the matter to Local Union No. 8, if not already involved and the Employer may refer the matter to his authorized bargaining representative.

Pre-Arbitration Process

(i) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favour of referring the matter directly to arbitration.

(ii) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration pursuant to Article 27.04.

(iii) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.

(iv) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.

(v) Each of the parties shall advise the other, within five days *[of receipt of the recommendation]* (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.

(vi) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.

(vii) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration *commencing with step (e)* within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.

(viii) No lawyers shall be permitted to participate in the JGP proceedings.

27.04 If the difference continues to remain unresolved, the unsatisfied party shall, within ten (10) working days following the expiry of the ten (10) working days, as indicated in 27.02 of this Article, serve notice on the opposite party, by personal delivery or registered mail, a statement of the difference and the name of its appointee to an Arbitration Board.

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

27.06 The Arbitration Board shall meet within ten (10) working days following the appointment of the chair and hear and determine the difference. Subsequent meetings of the Arbitration Board may be scheduled, within reasonable time limits, if deemed necessary to obtain further information or evidence. The Arbitration Board shall issue an award in writing, within five (5) working days following the meeting in which it has reached a decision and the award shall be final and binding upon the parties and any employee affected by it.

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

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

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

(c) Notwithstanding Clause 28.08 (b) above, the Arbitrator or Arbitration Board may exercise his/its discretion, in an appropriate case, to rule that the cost of the Arbitration Board or Arbitrator is shared equally.

27.09 Jurisdictional Disputes which arise shall not be processed through the Grievance Procedure, but shall be settled in accordance with Article 9.

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

ARTICLE TWENTY EIGHT - REGIONAL JOINT ADJUSTMENT BOARD

28.01 A Provincial Joint Adjustment Board shall be established and shall consist of three (3) regular representatives of the Union, one of which shall be the Business Manager of Local 8, and three (3) regular representatives of the Employers, one of which shall be the C.L.R'a, Labour Relations Representative of the Trade Division.

28.02 The Joint Adjustment Board shall meet quarterly or as often as circumstances warrant.

28.03 There may be referred to the Joint Adjustment Board matters of industrial controversy, matters of general technical concern and matters of benefit to the industry where such matters may affect relations between the parties.

28.04 The Joint Adjustment Board may render recommendations on such matters as are referred to it.

ARTICLE TWENTY NINE – DETERMINING RESIDENCY and LOCAL RESIDENTS

29.01 **(a)** A local resident is an individual who resides within a seventy-five (75) kilometer radius of the centre of a job site which is beyond daily commuting distance from Edmonton or Calgary or other locations where a hiring hall is located, and has resided within such radius of the site for a period of not less than six months prior to being engaged on the project. It is understood that the hiring of local residents shall be subject to the hiring procedures and prerogatives set out in this agreement.

(b) Local Residents residing within a forty 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, nor 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 $36.00 per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of $19.00 will be paid for each day worked. For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Saprae Creek will be considered to be residents of Fort McMurray for projects north of Fort McMurray and residents of Fort McKay will be considered to be residents of Fort McMurray for projects located south of Fort McMurray

(c) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.

(d) Where a Camp Kitchen is established and where all workers, generally, on the project who are not Local Residents attend at the Camp Kitchen to eat their lunches, a Local Resident Employee shall be provided the same noon meal arrangements without cost to himself. In those instances where bagged lunches are provided to camp residents and hot soup is delivered to the jobsite, local residents shall be entitled to receive hot soup.

(e) 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.

(f) All Local Residents will be identified by the Employer to the Union for the purposes of this Agreement and utilization of this Article.

29.02 In make the determination as to a person's residency for the purposes of the collective agreement or Project Terms, the following factors will be taken into consideration:

(a) the dwelling place of the person's spouse and dependents;

(b) personal property and social ties to the community;

(c) residential ties elsewhere;

(d) permanence and purpose of residence in a particular community;

(e) documentation of:

(i) property tax or rent receipts, telephone, gas or other utility receipts;

(ii) driver's license;

(iii) vehicle registration or pink card;

(iv) income tax;

(v) unemployment insurance documents;

(vi) voters' list registration;

(vii) employee benefit fund administration registration.

ARTICLE THIRTY - INDUSTRIAL PROJECTS

30.01 The definition of "Industrial Construction" includes the construction, erection, decoration, demolition, removal, relocation or any addition to:

Breweries and distilleries;
Electrical Power Generation, hydro or thermal power plants
Development of Mining and Smelting Properties
Development of Oil Sands Properties
Oil Refineries, Upgraders and all form of Hydrocarbon Production, extraction or processing
Development of Chemical Plants
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 where the aggregate value of new construction at the site is in excess of twenty-five million dollar.
Cement, Lime and Gypsum Plants;
Plants designed for re-cycling of paper, plastics or any other materials to be re-cycled in an environmental program.
Fiberglass Plants

Notwithstanding the above, conditions in this Agreement which apply to "Industrial Construction" will only apply on those sites where there is at least twenty (20) man days of construction which falls within the scope of this Collective Agreement awarded to a contractor bound by this Collective Agreement.

Commercial and Institutional Work

30.02 Commercial and Institutional Construction shall mean all other construction work not specifically covered by the definition in 30.01 above that is within the jurisdiction of Local Union No. 8.

30.03 Notwithstanding the definitions in 30.01 and 30.02 above, an Employer, when expecting to be tendering Industrial work against "open" shop competition, may tender the work using commercial and institutional rates, terms and conditions.

Notwithstanding the definition in 30.02 above, work on Industrial jobs as listed in 30.01 above shall be tendered using Industrial terms and conditions when it is known that the project is to be constructed by Union forces only. The Union is required to advise the Employers' Bargaining Agent in writing where they are knowledgeable that this provision should apply.

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

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

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

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

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

30.04 "Blanket Enabling" for Commercial / Institutional Projects: Notwithstanding the foregoing, any Employer who wishes to apply a rate to a commercial / institutional project that is less than the rate set out in this Agreement respecting such a project, shall so advise the Registered Bargaining Agent for the Employers (the Association) of the minimum journeyman base rate necessary to be competitive in the tendering of the identified project. In the event only one such contractor so contacts the Association respecting the project identified, the Association shall advise Local Union # 8 of the project and of the rate determined for that project prior to the tendering respecting the said project, and the rate so identified shall be the minimum rate for the journeyman employees of the said Employer who are engaged on the said project and the minimum rates for other employees of the said Employer on the said project shall be calculated on the said minimum journeyman rate.

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

ARTICLE THIRTY ONE - CLRa Funding

31.01 The amounts specified in 31.03 below shall be contributed for all hours worked under the terms of this Collective Agreement, by each Employer working under the terms of this Collective Agreement.

31.02 These contributions shall be forwarded to the Office of the Association prior to the fifteenth (15th) day of the calendar month following the period for which the contributions are being reported.

31.03 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) 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.

(c) All cost relating to the administration of the fund(s) shall be borne by the association.

ARTICLE THIRTY TWO – CANADIAN FORCES RESERVES

32.01 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Force" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.

ARTICLE THIRTY-THREE – CANADIAN MODEL

33.01 **Concurrence**

Except for the matters set out in articles 33.02 and 33.03 below, the *Canadian Model* dated October 2005, as updated by the 2010 Addendum [the *"Canadian Model"*], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

33.02 **Random Testing**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

33.03 **Site Access Testing and Dispatch Conditions**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section 5.5 of the *Canadian Model* 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* with respect to such a positive test.

33.04 **Test Results**

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

33.05 Reasonable Cause and Post Incident Testing

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

ARTICLE THIRTY FOUR - SAVINGS CLAUSE

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

ARTICLE THIRTY FIVE - SUB-CONTRACTORS CLAUSE

35.01 The Employer agrees not to sublet or contract any work within the scope of this Agreement, and within the scope and operation of Registration Certificate #13, unless the contractor to whom the work is sublet, is bound, or becomes bound by this agreement, unless an exception is made by agreement between the business manager of the union and the employer.

ARTICLE THIRTY SIX - TERMS OF AGREEMENT

36.01 The Agreement shall be in full force and effect from the 4th day of September, 2011 up to and including the 30th day of April, 2015 and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.

Should either party wish to change or terminate this Agreement then not less than sixty (60) days or more than one hundred and twenty (120) days prior to the designated expiry date or to any anniversary date thereof, notice shall be given in writing to either party.

If notice to negotiate has been given by either party this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said expiry date and until notice or strike or lockout is given pursuant to the provisions of the Labour Relations Code in Alberta and until a work stoppage actually occurs in accordance with said notice, or until the parties shall conclude a renewal or revision of this Agreement, or enter into a new Collective Agreement, whichever event is the earliest.

It is mutually agreed by both the Contractor and the Union that every effort shall be made by both parties to this Agreement to conclude negotiations for a renewal of the Agreement prior to the first (1st) day of May, 2015, should changes be desired by either Party.

SIGNING PAGE

SIGNED THIS 15th day of March, 2012 in Edmonton, Alberta

Construction Labour Relations - An Alberta Association - Sheeter Decker & Cladder (Provincial) Trade Division	**The Sheet Metal Workers' International Association Local Union #8**
per________________ Neil Tidsbury, President	per________________ Douglas Worobetz, Business Manager and Financial Secretary/Treasurer
	per________________ J. Peter Wyatt, Vice President

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division (the "Trade Division")
and
Sheet Metal Workers' International Association Local #8, Edmonton, Alberta (the "Union")
pursuant to Registration Certificate Number #13

WAGE DETERMINATION - INDUSTRIAL

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 13, and

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

Now Therefore It Is Agreed as follows:

1 **Definitions and Application**

(a) **"CPI Change"** shall be the percentage change in the Alberta All Items Consumer Price Index over a twelve month period. For a January calculation, the CPI Change shall be difference between the index for December of the year just ended, and December of the previous year. For a July calculation, the CPI Change shall be the difference between the index for June of that year and June of the previous year. The Index shall be that published at http://www40.statcan.gc.ca/l01/cst01/cpis01j-eng.htm.

(b) **"Oil Price"** shall be the average of the prices posted for West Texas Intermediate Oil, in current $US, over the six months prior to the month of a calculation. The prices to be used shall be those published at http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D .

(c) **"Group 4 Average Wage"** shall, with reference to the Consolidation Order issued in respect to the 2011 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month April prior to a calculation.

(d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.

(e) A wage adjustment shall not be less than zero.

2 **2012**

(a) A calculation shall be performed in January of 2012. The wage adjustment for 2012 shall be the greater of CPI Change and 2%, to a maximum adjustment of 4%.

(b) The adjustment to take effect in May shall be one half the amount determined in (a) above, multiplied by the Group 4 Average Wage.

(c) The adjustment to take effect in November shall be one half of the amount determined in (a) above, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st, 2012.

3 **2013 and 2014**

(a) The wage adjustment to be effective in May of each year shall be calculated in January of that year, and the wage adjustment to be effective in November of each year shall be calculated in July of that year.

(b) The wage adjustment for May shall be:

(i) If Oil Price is less than $60, zero.

(ii) If Oil Price is $60 or greater, but less than $90, one half of CPI Change multiplied by Group 4 Average Wage.

(iii) If Oil Price is $90 or greater, but less than $110, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.

(iv) If Oil Price is $110 or greater, but less than $125, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.

(v) If Oil Price is $125 or greater, one half of the total of CPI Change and 1.5%, multiplied by Group 4 Average Wage.

(c) The wage adjustment for November shall be:

(i) If Oil Price is less than $60, zero.

(ii) If Oil Price is $60 or greater, but less than $90, one half of CPI Change multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(iii) If Oil Price is $90 or greater, but less than $110, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(iv) If Oil Price is $110 or greater, but less than $125, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(v) If Oil Price is $125 or greater, one half of the total of CPI Change and 1.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

(d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

4 **Wage Schedules**

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom.

5 **Effective Dates**

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

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

This Agreement Signed this 15th day of March, 2012

by and between

Construction Labour Relations - An Alberta Association - Sheeter Decker & Cladder (Provincial) Trade Division	**The Sheet Metal Workers' International Association Local Union #8**
per ______ Neil Tidsbury, President	per ______ Douglas Worobetz, Business Manager and Financial Secretary/Treasurer
	per ______ J. Peter Wyatt, Vice President

Schedule 1: Example Calculations

The following are examples only, for the purposes of explaining the formulae in the Letter of Understanding re Wage Determination, and are not to be used for determining compensation.

Example 1: January 2012 Calculation for Trade X:

Hypothetically:

- Gross Wage Rate for Trade X = $54.00
- CPI Change December 2010 – December 2011 = 1.5% (under the 2% minimum).
- Group 4 Average Wage = $55.00
  (Assume the Total of the Industrial Gross Rates Effective on April 1st, 2012 for Boilermaker, Bricklayer Refractory, Carpenter, Electrician, Millwright, and Pipefitter, divided by 6 = $55.00)

May 2012 increase for Trade X:	(2% ÷ 2) x $55.00 = $0.55
November 2012 increase for Trade X:	(2% ÷ 2) x $54.00 = $0.54

Example 2: January 2013 Calculation for Trade X:

Hypothetically:

- Oil Price Average, July – December 2012 = $96.66
- CPI Change December 2011 – December 2012 = 1.5%.
- Group 4 Average Wage April 1st, 2013 = $55.00

May 2013 increase for Trade X:	((1½% + ½%) ÷ 2) x $55.00 = $0.55

Example 3: July 2013 Calculation for Trade X:

Hypothetically:

- April 1st, 2013 Gross Wage Rate for Trade X = $54.00
- Oil Price Average, January – June, 2013 = $91.55
- CPI Change June 2012 – June 2013 = 1.5%.

November 2013 increase for Trade X:	((1½% + ½%) ÷ 2) x $54.00 = $0.54

Check against 2013 annual 5% limit:

$0.55 + $0.54 = $0.99, which is less than the 2013 limit of $54.00 x 5% = $2.70

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division (the "Trade Division")
and
Sheet Metal Workers' International Association Local #8, Edmonton, Alberta (the "Union")
pursuant to Registration Certificate Number #13

RAPID SITE ACCESS PROGRAM

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from September 4, 2011 through April 30, 2015 as set out in the said Collective Agreement, and

Whereas:

A. The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents.

B. The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.

C. Alcohol and other drug work rules, such as the Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule (the "Canadian Model"), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers.

D. Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards and storage of personal information.

E. Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers.

F. Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the Canadian Model and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.

G. In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.

H. Several arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

Now therefore, it is Agreed between the Parties hereto that:

1. Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules,* as amended from time to time.

2. The Union's agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply.

3. Subject to (b) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules,* the Union may opt out of agreeing to said amendment by giving notice in writing to the registered employers' organization and the Rapid Site Access Administrative Committee.

4. For Industrial work, the employer contributions shall be established by the CLR and 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. RSAP contributions shall be forwarded to Construction Labour Relations at #207, 2725 – 12th Street N.E., Calgary Alberta T2E 7J2. These contributions shall be used by CLR to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.

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

This Agreement Signed this 15th day of March, 2012

by and between

Construction Labour Relations -
An Alberta Association -
Sheeter Decker & Cladder
(Provincial) Trade Division

per ______________________
Neil Tidsbury, President

The Sheet Metal Workers'
International Association
Local Union #8

per ______________________
Douglas Worobetz, Business Manager
and Financial Secretary/Treasurer

per ______________________
J. Peter Wyatt, Vice President

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division (the "Trade Division")
and
Sheet Metal Workers' International Association Local #8, Edmonton, Alberta (the "Union")
pursuant to Registration Certificate Number #13

REFERRAL FOR CASE MANAGED AFTERCARE

Whereas
An individual must be referred to a substance abuse expert following a failure to comply with the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "Canadian Model"). Once the individual is assessed by a substance abuse expert, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert's recommendations, entering in to a post assessment agreement, and supporting compliance with prescribed aftercare.

Pursuant to the Union's bylaws, after the Union becomes aware a member has violated the Canadian Model or tested non-negative on a site-access A&D test; the member must be assessed by a substance abuse expert and comply with the resulting recommendations as a condition of being eligible for future dispatches.

There are advantages to referring substance abuse expert recommendations to qualified third party professionals for administration on behalf of the Parties. Third party professionals are positioned to offer a higher level of:

a) confidentiality,
b) consistency, and
c) expertise.

Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

Now therefore, it is Agreed between the Parties hereto that:

1) Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Organizational Health Incorporated (third party professionals). Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any collective agreement for which the Union is signatory. Substance abuse expert recommendations

shall be shared with a contractor only if they are in respect to a current employee, one that has contravened article 3 of the Canadian Model[1] while in the employ of that employer.

2) Service providers including Organizational Health Incorporated will keep all information in accordance with applicable privacy laws.

3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.

4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

This Agreement Signed this 15th day of March, 2012

by and between

Construction Labour Relations - An Alberta Association - Sheeter Decker & Cladder (Provincial) Trade Division

per ______________________
Neil Tidsbury, President

The Sheet Metal Workers' International Association Local Union #8

per ______________________
Douglas Worobetz, Business Manager and Financial Secretary/Treasurer

per ______________________
J. Peter Wyatt, Vice President

[1] 3. Alcohol and Drug Work Rule

3.1 An employee shall not

(a) use, possess or offer for sale alcohol and drugs or any product or device that may be used to attempt to tamper with any sample for a drug an alcohol test while on company property or at a company workplace,

(b) report to work or work

(i) with an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath.

(ii) with a drug level for the drugs set out…[in the Canadian Model]…equal to or in excess of the concentrations set out …[in the Canadian Model],

or

(iii) while unfit for work on account of the use of a prescription or nonprescription drug,

(c) refuse to

(i) comply with a request made by a representative of the company under 4.3 [of the Canadian Model],

(ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 [of the Canadian Model], or

(iii) provide a sample for an alcohol and drug test under 4.8 [of the Canadian Model],

(d) tamper with a sample for an alcohol and drug test given under 4.8 [of the Canadian Model].

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division (the "Trade Division")
and
Sheet Metal Workers' International Association Local #8, Edmonton, Alberta (the "Union")
pursuant to Registration Certificate Number #13

SPECIAL PROJECT NEEDS AGREEMENT

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from September 4, 2011 through April 30, 2015 as set out in the said Collective Agreement, and

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

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

Now Therefore It Is Agreed As Follows:

1. A SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.

2. An Owner is an organization developing an Industrial Construction project in Alberta.

   A Contractor shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.

   The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.

3. An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the "Coordinating Committee") and shall specify the location of the project and the scope of the work to be performed.

4. If the project gate is beyond daily commuting distance (beyond 125 km of the city centre of either Calgary or Edmonton) the SPNA for the project shall be in the form attached as Template A.

5. If the project gate is within daily commuting distance (within 125 km. of the city centre of either Calgary, or Edmonton or within 45 km. of the city centre of Red Deer) the SPNA for the project shall be in the form attached as Template B.

6. Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.

7. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.

8. Upon the filing of a grievance under clause 7, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.

9. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31st day after the SPNA is received from the Chair of the Coordinating Committee.

10. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.

This Agreement Signed this 15th day of March, 2012

by and between

Construction Labour Relations - An Alberta Association - Sheeter Decker & Cladder (Provincial) Trade Division	**The Sheet Metal Workers' International Association Local Union #8**
per Neil Tidsbury, President	per Douglas Worobetz, Business Manager and Financial Secretary/Treasurer
	per J. Peter Wyatt, Vice President

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division (the "Trade Division")
and
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pursuant to Registration Certificate Number #13

COMPRESSED WORK WEEK

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from September 4, 2011 through April 30, 2015 as set out in the said Collective Agreement, and

Whereas the Parties understand that certain of the provisions of the Collective Agreement and the Special Project Needs Agreements entered into there under may not be appropriate in the competition for certain projects, and

Whereas the Parties are jointly committed to the enhancement and retention of the share of the market enjoyed by employers and employees bound by the Collective Agreement.

Now Therefore It Is Agreed As Follows:

1. Notwithstanding Article 10 of the Collective Agreement, the Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday period. On a four (4) - ten (10) schedule, when the scheduled work week day off, (either Friday or Monday) is worked, the first ten hours shall be paid at one and one-half (1½x) times the applicable rate of pay. Double time rates will apply on hours worked after the regularly scheduled work day of the compressed work week and for work on Saturday and Sunday.

2. An Employer may alternate the work weeks from a Tuesday to Friday schedule one week followed by a Monday to Thursday schedule the next in order to provide a four day weekend every second week.. If this schedule is utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at double time (2x).
3. This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 15th day of March, 2012

by and between

Construction Labour Relations -
An Alberta Association -
Sheeter Decker & Cladder
(Provincial) Trade Division

per
Neil Tidsbury, President

The Sheet Metal Workers'
International Association
Local Union #8

per
Douglas Worobetz, Business Manager and Financial Secretary/Treasurer

per
J. Peter Wyatt, Vice President

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division (the "Trade Division")
and
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pursuant to Registration Certificate Number #13

RECORDS OF EMPLOYMENT

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from September 4, 2011 through April 30, 2015 as set out in the said Collective Agreement, and

Whereas the Parties are jointly committed to the use of paperless technologies in furtherance of efficiency and environmental protection,

Whereas the Parties acknowledge that employers are able to issue an employee's Record of Employment (ROE) as contemplated in Article 12 of the Collective Agreement electronically without having to provide a paper copy of the ROE to the employee,

Whereas the Parties acknowledge that an employee may view and print a copy of his or her electronic ROE using an online service provided by the Canadian federal government. This service is provided by Service Canada and can be accessed using the following link: http://www.servicecanada.gc.ca/eng/online/mysca.shtml, and

Whereas the Parties acknowledge that an employee may wish to receive a paper copy of his or her ROE without having to make use of any online service.

Now Therefore It Is Agreed As Follows:

1. Notwithstanding Article 12, an Employer may file an ROE electronically with Service Canada without providing a paper copy to the affected Employee.

2. If the affected Employee provides to his or her Employer a written request for a paper copy of the electronically filed ROE, the Employer will provide same. To avoid duplicate filing, the Employee should not thereafter submit that paper copy of the electronically filed ROE to Service Canada.

3. This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 15th day of March, 2012

by and between

**Construction Labour Relations -
An Alberta Association -
Sheeter Decker & Cladder
(Provincial) Trade Division**

per
Neil Tidsbury, President

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

per
Douglas Worobetz, Business Manager
and Financial Secretary/Treasurer

per
J. Peter Wyatt, Vice President

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division (the "Trade Division")
and
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pursuant to Registration Certificate Number #13

TRAINING OF APPRENTICES

Whereas the Parties agree that their shared interests will be best served by further training of all classifications of trainee apprentice sheeters.

Whereas the Parties agree that during the term of this agreement they shall meet on a quarterly basis each year at prescribed times; and that at said meetings, the parties will design and implement a training system to enhance the skills of the apprentices.

Whereas there is a Joint Training Trust Fund in place, the Parties agree to utilize both the Training Co-ordinator and the Fund when applicable, subject to the approval of the Sheet Metal Workers' Joint Training Trust Fund Trustees.

Whereas the Parties agree that our goal is to develop the sheeting and decking industry.

Now Therefore It Is Agreed between the Parties hereto and on behalf of those represented by each of them:

1) That each Party will appoint four Committee Members, who shall meet on a quarterly basis each year.

2) The Committee will endeavor, over the term of the agreement, to develop a training program for the apprentices utilizing any and all available resources.

3) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed this 15th day of March, 2012

by and between

Construction Labour Relations -
An Alberta Association -
Sheeter Decker & Cladder
(Provincial) Trade Division

per ______________________
Neil Tidsbury, President

The Sheet Metal Workers'
International Association
Local Union #8

per ______________________
Douglas Worobetz, Business Manager
and Financial Secretary/Treasurer

per ______________________
J. Peter Wyatt, Vice President

LETTER OF UNDERSTANDING

by and between

Construction Labour Relations – An Alberta Association
Sheeters, Deckers & Cladders (Provincial) Trade Division (the "Trade Division")
and
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SMWIA CODE OF EXCELLENCE

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from September 4, 2011 through April 30, 2015 as set out in the said Collective Agreement,

Whereas the Parties agree that it is in their shared interest to adopt a program which promotes higher levels of performance, superior craft skills, professionalism and best practices.

Whereas the Union has developed a SMWIA Code of Excellence Program (the "Code") to promote the parties' shared interests.

Whereas the Union has ensured that the Code is in compliance with the Alberta Labour Relations Code.

Whereas the Trade Division agrees with and supports the principles articulated in the Code.

Now Therefore It Is Agreed between the Parties hereto and on behalf of those represented by each of them:

1. The Code is adopted as a policy to promote higher levels of performance, superior craft skills, professionalism and best practices within the membership of SMWIA.

2. Nothing in the Code will create any right to grieve beyond what already exists in the Collective Agreement.

3. This Letter of Understanding will be attached to and be part of the Collective Agreement.

This Agreement Signed this 15th day of March, 2012

by and between

Construction Labour Relations - An Alberta Association - Sheeter Decker & Cladder (Provincial) Trade Division	**The Sheet Metal Workers' International Association Local Union #8**
per ____________ Neil Tiedsbury, President	per ____________ Douglas Worobetz, Business Manager and Financial Secretary/Treasurer
	per ____________ J. Peter Wyatt, Vice President