

PROVINCIAL

**Sheeters, Deckers & Cladders Collective Agreement
For General Construction Sector**

May 1st 1999 to April 30th 2001
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 Contractors 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 Employer'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.
- 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.
- 6.03**
- (a) Business Representatives or other designated officials of the Union are to have access to shops and jobs of work 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.
 - (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. 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 five cents (5) per hour worked from the wages of the employee as a check-off to defray the Union's costs to the Alberta and Northwest Territories (District of MacKenzie) Building and Construction Trades Council. Such deduction shall be paid for each and every employee covered by the terms and conditions of this Collective Agreement. The monies so deducted shall be remitted in the same manner as Union Dues are remitted under this Collective Agreement, and within the same time frames. All such hourly remittances received from the Employer shall be deemed to be held in Trust by the Union.

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.

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 Contractors 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 normal work day normally beginning at 8:00 a.m. and ending 4:30 p.m. with one half (1/2) hour lunch break scheduled at or near the middle of the work day. When job conditions or circumstances necessitate a one (1) hour lunch break, the work day will normally end at 5:00 p.m.
 - (b) When job conditions dictate, the normal 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 normal work week shall be forty (40) hours commencing on Monday and ending on Friday.

- 10.03**
- (a) The Contractor may initiate any other format mutually agreed upon between the Contractor and the members that will continue to provide a forty (40) hour work 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.

10.04 Make-up Time

- (a) Make-up time, at the regular or straight time rate, may be worked in lieu of the normal 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 normal work 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 Contractor. Such breaks shall be taken at the specific work area of the Employee or the area designated by the Contractor. 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.

10.05 (a) Industrial Projects

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

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

(b) 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,

(c) double time (2x) shall apply to all overtime hours that are not included in (a) and (b) above.

(b) Commercial Projects

- (1) Hours worked in excess of the scheduled normal work day or work 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 up to eight (8) hours in a day. Thereafter they shall be paid at two times (2x) the employees regular rate.
- (3) All hours worked on Sundays and Statutory Holidays shall be paid at two times (2x) the employee's regular or straight time hourly rate.
- (4) 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 work 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 Contractor 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 normal shift 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 normal shift 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 \$2.00 per hour greater than the applicable day time rate of pay. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.

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 one dollar (\$1.00) 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 normal starting time not to report for work, an employee who reports for work at his scheduled starting time and no work is available due to circumstances within the control of the Employer, the employee shall be given two (2) hours pay. The employee must remain on the job, if requested, for the two (2) hour period and perform any work requested by the foreman.

- 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 own accord, one (1) 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.

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 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

- (a) For projects beyond the forty-five kilometer (45 km) free zone for which daily travel is required, the Employer will have the following options;
 - to provide transportation and pay travel allowance, or

- reimburse the employees, as a vehicle allowance, at the rate of thirty four cents (\$0.34) 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.

Example Only --

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

Travel Allowance:	
80 km @ 80 km/hr = 1 hr. @ base rate of	\$26.21
Vehicle Allowance:	
80 km. @ \$0.34 per km. =	<u>\$27.20</u>
for a daily total of	\$53.41

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

- (b) Where the Employer supplies the transportation, such transportation shall, at a minimum, be a safe, clean and modern means of transportation with sufficient seating for each person allowing adequate comfort for adults. School buses shall not be used for such transportation. Where the employer is supplying transportation, and when the size of the crew is such that the capacity of a coach-type bus is required, such bus transportation will be provided. Pick up points shall be mutually agreed upon.
- (c) Employees who are transported to a job site but who refuse to start work at the prescribed time due to a picket line or other form of labour relations dispute will not be paid transportation or travel allowance for that day.
- (d) When the transportation provided by the Employer for the conveyance of employees is delayed by circumstances beyond the control of the employees, the employees shall be paid for all such time, up to a limit of two (2) hours at the applicable straight time rate.
- (e) If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate of thirty four cents (\$0.34) per kilometre 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 kilometre radius of the Cities of Edmonton and Calgary (excluding National Parks)

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

- (i) camp accommodation, which shall be available seven days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the employee's board and lodging, and any goods and services tax paid by the employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of seventy five dollars (\$75.00) per day except for:
 - the **Hinton** region during the June through September period during which the rate will be Eighty-five dollars (\$85.00);
 - the **Fort McMurray** region where the rate will be Ninety dollars (\$90.00);
 - the **Peace River** and **Grande Prairie** region, where the rate will be Eighty-five dollars (\$85.00);
 - the **Grand Cache** region, where the rate will be Eighty dollars (\$80.00); and
 - the **Cold Lake** region, where the rate will be Eighty dollars (\$80.00).

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

(b) Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday which falls on a scheduled work day other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the employee reports for work on the work day immediately preceding and following the Statutory Holiday.

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

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 seventy five dollars (\$75.00) per day.
- (d) Employees failing to report for work on the work day immediately preceding and following a week-end or Statutory Holiday will receive the above for days worked only.
- (e) In the event that any difference arises respecting the adequacy of accommodation provided by the employer pursuant to clauses 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 President of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within five (5) working days of such request.

- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand.

The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where Employees will be domiciled. In the event that the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specified adjustment is necessary shall be final and binding provided that both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and the Building Trades.

- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Article 13.03. 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 shall receive their board and room or daily allowance.
 - (ii) All camps must meet the specifications as negotiated by Alberta Provincial Building Trades Council and Alberta Construction Labour Relations - Alberta 1999-2008 Camp Rules and Regulations, or any successor thereto.
 - (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the A.B.T.C. / C.L.R.A. Camp Rules and Regulations.

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 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 - \$60.00 each way;
 - (ii) 201 kilometers to 300 kilometers - \$90.00 each way;
 - (iii) 301 kilometers to 375 kilometers, and the Empress area \$110.00each way;
 - (iv) over 375 kilometers to 475 kilometers \$165.00 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 \$250.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project / jobsite.

- (b) Employees will qualify for and receive transportation allowance to the job site after being employed at the site for fifteen (15) calendar days and if the employee remains on the job until completion of thirty (30) calendar days, or until the job is completed, or until the employee is laid off, whichever occurs first, he shall be entitled to return transportation allowance. Transportation allowance shall be paid on the first pay in respect to employment at the site, and deducted from final cheque if the employee does not qualify.

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

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

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

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

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

13.07 ROTATIONAL LEAVE (TURNAROUNDS) - INDUSTRIAL

- (a) On jobs located beyond a Three Hundred (300) km radius to a maximum of Four Hundred and Seventy five (475) km from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Pay an allowance of One Hundred and twenty-five dollars (\$125.00) after thirty-five (35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job. Where the Employee accepts Employer supplied transportation he shall not be entitled to the above allowance.
 - (ii) Allow Employees five (5) working days leave after each thirty-five (35) calendar days of employment on the job.
- (b) On jobs located beyond a Four Hundred and Seventy five (475) km radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (i) Provide a negotiated transportation allowance, not to exceed scheduled air line air fare where scheduled air service is available, or pay an allowance of Two Hundred and Twenty-Five Dollars (\$225.00) where airline service is not available, after thirty-five

(35) calendar days of employment on the job and thereafter for each subsequent thirty-five (35) calendar days of employment on the job.

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

(c) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.

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 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 day unless incapacitated by illness or other legitimate cause(s) as agreed to by the Employer's representative and the Union representative at the jobsite.

13.10 Transportation allowance to be paid on first pay and deducted from final cheque if the employee does not qualify.

ARTICLE FOURTEEN - PERSONAL VEHICLE

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

ARTICLE 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. Violation of this rule shall be just cause for instant dismissal by the Contractor. Upon such dismissal the Union may temporarily suspend the member involved from Local #8 for a minimum of fifteen (15) calendar days for the first offence and thirty (30) calendar days for the second offence.

15.02 Wages shall be paid weekly or biweekly on the job or in the shop on Employee 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.

- 15.03** Employees when working for a Employer shall not engage in any Sheet Metal or Allied Work for which he receives remuneration, except work done for themselves on their own premises. Any employee covered by this Agreement who, while in full employment of 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 maint supplied |
| 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 Contractor 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 Contractor.

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 Provisions of the Alberta Manpower Development 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** Notwithstanding anything contained elsewhere in this agreement, and providing a probationary employee makes application to join the union, and 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. Any probationary employee hired subsequent to July 21st 1997 will not have Retirement Trust Fund contributions made on their behalf for 1000 hours. Contributions to the Retirement Trust Fund will begin with the 1001st 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 ten (10) workmen the foreman shall be paid an additional six percent (6%) of the journeyman rate.
- In charge of more than ten (10) workmen the foreman shall be paid an additional ten percent (10%) of the journeyman rate.

ARTICLE NINETEEN - VACATION

- 19.01** All employees covered by the terms of this Agreement shall be entitled to an annual vacation of three (3) weeks. During July and August at least two (2) consecutive weeks vacation shall be granted, if requested, at a time mutually agreed upon between the Contractor 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 Contractor and Employee.
- 19.02** Vacation pay shall be based on six percent (6%) of gross earnings. 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. Gross 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 - STATUTORY HOLIDAYS

20.01 The following shall be paid 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 general holiday by the Federal or Provincial Government.

Statutory Holiday pay shall be based on four percent (4%) of gross earnings.

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

Gross earnings shall include all wages of the employee but does not include benefit plan contributions.

20.02 In the event of any of the Statutory or Civic Holidays falling on an employee's regular day or days off, the next regular working day or days will be the observed holiday or holidays.

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 from working either the last working day prior to a holiday, or the working day immediately following a holiday, he shall be subject to disciplinary action.

ARTICLE 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 Contractor 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 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. 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 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 FUND

23.01 The Contractor agrees to contribute the amount shown in the wage schedule per worked hour to Local No. 8 Benevolent Fund.

This fund shall be used to provide:

- (a) assistance to members in paying Health and Welfare premiums where required,
- (b) up-grading courses for Tradesmen,
- (c) other Benevolent Services for and on behalf of members.

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

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

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

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:

24.01 Schedule of Wage Rates

Commercial Rates:

DATE	NET RATE (A)	V.P & S.H.P. (B)	H&W (C)	PENS. (D)	SUPP. BEN. (E)	TOTAL (F)
FOREMAN A						
May 1 st 1999	\$23.34	\$2.33	\$0.85	\$1.50	\$0.13	\$28.15
Nov 1st 1999	\$23.54	\$2.35	\$0.85	\$2.00	\$0.14	\$28.88
May 1st 2000	\$24.62	\$2.46	\$0.85	\$2.00	\$0.14	\$30.07
Nov 1st 2000	\$25.15	\$2.52	\$0.85	\$2.00	\$0.14	\$30.66
FOREMAN B						
May 1 st 1999	\$22.49	\$2.25	\$0.85	\$1.50	\$0.13	\$27.22
Nov 1st 1999	\$22.68	\$2.27	\$0.85	\$2.00	\$0.14	\$27.94
May 1st 2000	\$23.72	\$2.37	\$0.85	\$2.00	\$0.14	\$29.08
Nov 1st 2000	\$24.23	\$2.42	\$0.85	\$2.00	\$0.14	\$29.64
JOURNEYMAN						
May 1 st 1999	\$21.22	\$2.12	\$0.85	\$1.50	\$0.13	\$25.82
Nov 1st 1999	\$21.40	\$2.14	\$0.85	\$2.00	\$0.14	\$26.53
May 1st 2000	\$22.38	\$2.24	\$0.85	\$2.00	\$0.14	\$27.61
Nov 1st 2000	\$22.86	\$2.30	\$0.85	\$2.00	\$0.14	\$28.15
3RD YEAR						
May 1 st 1999	\$18.04	\$1.80	\$0.85	\$1.50	\$0.13	\$22.32
Nov 1st 1999	\$18.19	\$1.82	\$0.85	\$2.00	\$0.14	\$23.00
May 1st 2000	\$19.02	\$1.90	\$0.85	\$2.00	\$0.14	\$23.91
Nov 1st 2000	\$19.43	\$1.94	\$0.85	\$2.00	\$0.14	\$24.36
2ND YEAR						
May 1 st 1999	\$15.92	\$1.59	\$0.85	\$1.50	\$0.13	\$19.99
Nov 1st 1999	\$16.05	\$1.61	\$0.85	\$2.00	\$0.14	\$20.65
May 1st 2000	\$16.79	\$1.68	\$0.85	\$2.00	\$0.14	\$21.46
Nov 1st 2000	\$17.15	\$1.72	\$0.85	\$2.00	\$0.14	\$21.86
1ST YEAR						
May 1 st 1999	\$13.79	\$1.38	\$0.85	\$1.50	\$0.13	\$17.65
Nov 1st 1999	\$13.91	\$1.39	\$0.85	\$2.00	\$0.14	\$18.29
May 1st 2000	\$14.55	\$1.46	\$0.85	\$2.00	\$0.14	\$19.00
Nov 1st 2000	\$14.86	\$1.49	\$0.85	\$2.00	\$0.14	\$19.34
Probationary						
May 1 st 1999	\$10.61	\$1.06	\$0.85	\$0.00	\$0.13	\$12.65
Nov 1st 1999	\$10.70	\$1.07	\$0.85	\$0.00	\$0.14	\$12.76
May 1st 2000	\$11.19	\$1.12	\$0.85	\$0.00	\$0.14	\$13.30
Nov 1st 2000	\$11.43	\$1.14	\$0.85	\$0.00	\$0.14	\$13.56

24.01 Schedule of Wage Rates

Industrial rates:

DATE	NET RATE (A)	V.P & S.H.P. (B)	H&W (C)	PENS. (D)	SUPP. BEN. (E)	TOTAL (F)
FOREMAN A						
May 1 st 1999	\$28.83	\$2.88	\$0.85	\$1.50	\$0.13	\$34.19
Nov 1st 1999	\$29.00	\$2.90	\$0.85	\$2.00	\$0.14	\$34.89
May 1st 2000	\$30.44	\$3.04	\$0.85	\$2.00	\$0.14	\$36.47
Nov 1st 2000	\$30.44	\$3.04	\$0.85	\$2.54	\$0.14	\$37.01
FOREMAN B						
May 1 st 1999	\$27.78	\$2.78	\$0.85	\$1.50	\$0.13	\$33.04
Nov 1st 1999	\$27.94	\$2.79	\$0.85	\$2.00	\$0.14	\$33.72
May 1st 2000	\$29.33	\$2.93	\$0.85	\$2.00	\$0.14	\$35.25
Nov 1st 2000	\$29.33	\$2.93	\$0.85	\$2.54	\$0.14	\$35.79
JOURNEYMAN						
May 1 st 1999	\$26.21	\$2.62	\$0.85	\$1.50	\$0.13	\$31.31
Nov 1st 1999	\$26.36	\$2.64	\$0.85	\$2.00	\$0.14	\$31.99
May 1st 2000	\$27.67	\$2.77	\$0.85	\$2.00	\$0.14	\$33.43
Nov 1st 2000	\$27.67	\$2.77	\$0.85	\$2.54	\$0.14	\$33.97
3RD YEAR						
May 1 st 1999	\$22.28	\$2.23	\$0.85	\$1.50	\$0.13	\$26.99
Nov 1st 1999	\$22.41	\$2.24	\$0.85	\$2.00	\$0.14	\$27.64
May 1st 2000	\$23.52	\$2.35	\$0.85	\$2.00	\$0.14	\$28.86
Nov 1st 2000	\$23.52	\$2.35	\$0.85	\$2.54	\$0.14	\$29.40
2ND YEAR						
May 1 st 1999	\$ 19.66	\$1.97	\$0.85	\$1.50	\$0.13	\$24.11
Nov 1st 1999	\$ 19.77	\$1.98	\$0.85	\$2.00	\$0.14	\$24.74
May 1st 2000	\$ 20.75	\$2.08	\$0.85	\$2.00	\$0.14	\$25.82
Nov 1st 2000	\$ 20.75	\$2.08	\$0.85	\$2.54	\$0.14	\$26.36
1ST YEAR						
May 1 st 1999	\$17.04	\$1.70	\$0.85	\$1.50	\$0.13	\$21.22
Nov 1st 1999	\$17.13	\$1.71	\$0.85	\$2.00	\$0.14	\$21.83
May 1st 2000	\$17.99	\$1.80	\$0.85	\$2.00	\$0.14	\$22.78
Nov 1st 2000	\$17.99	\$1.80	\$0.85	\$2.54	\$0.14	\$23.32
Probationary						
May 1 st 1999	\$13.11	\$1.31	\$0.85	\$0.00	\$0.13	\$15.40
Nov 1st 1999	\$13.18	\$1.32	\$0.85	\$0.00	\$0.14	\$15.49
May 1st 2000	\$13.84	\$1.38	\$0.85	\$0.00	\$0.14	\$16.21
Nov 1st 2000	\$13.84	\$1.38	\$0.85	\$0.00	\$0.14	\$16.21

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.

Third (3rd) Period Trainee: A workman who has completed the second (2nd) period trainee term shall be employed between the first (1st) day of the twenty-fifth (25th) month to the last day of the thirty-sixth (36th) month (more than 4,000 hours and up to 6,000 hours) as a third (3rd) period trainee.

Second (2nd) Period Trainee: A workman who has completed the first trainee term shall be employed between the first (1st) day of the sixteenth (16th) month to the last day of the twenty-fourth (24th) month (more than 2,500 hours and up to 4,000 hours) as a second period trainee.

First (1st) Period Trainee: A workman who has completed the probationary period shall be employed between the first (1st) day of the seventh (7th) month to the last day of the fifteenth (15th) month (more than 1,000 hours and up to 2,500 hours) as a first period trainee.

Probationary Employee: A workman with no previous experience to the completion of the first (1st) six (6) months (1,000 hours) of employment.

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 a member of the Union shall be dealt with as follows without stoppage of work or refusal to perform work.

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.

- 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 28.02 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 chairman of the Arbitration Board. If the two (2) Arbitration Board appointees fail to agree upon or appoint a Chairman, within the time limit, the two (2) appointees shall, immediately upon the expiry of the time limit, request the Minister of Labour to appoint a Chairman to the Arbitration Board.
- 27.06** The Arbitration Board shall meet within ten (10) working days following the appointment of the Chairman and hear and determine the difference. Subsequent meetings of the Arbitration Board may be scheduled, within reasonable time limits, if deemed necessary to obtain further information or evidence. The Arbitration Board shall issue an award in writing, within five (5) working days following the meeting in which it has reached a decision and the award shall be final and binding upon the parties and any employee affected by it.
- 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 Chairman of the Arbitration Board and the costs of each nominee to an Arbitration Board to a maximum of three hundred dollars (\$300.00) per day for each nominee.
 - (c) Notwithstanding Clause 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 Article 6 and Article 27, the Union may proceed directly to Arbitration in accordance with the procedures specified in this Article, provided the matter is submitted to Arbitration within thirty (30) calendar days of the date at which funds should have been contributed.

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 - LOCAL RESIDENTS

- 29.01** (a) A local resident is an individual who resides within a seventy-five (75) kilometre 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 twenty seven dollars (\$27.00) per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of thirteen dollars and fifty cents (\$13.50) will be paid for each day worked.
- (c) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.
- (d) 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.

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

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.

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.

It is specifically understood and agreed that any service work will not have industrial construction terms and conditions applied to it regardless of the work site on which it is performed.

All shop Fabrication to be done using the commercial rate, regardless what type of project the fabrication is for.

30.02 Commercial and Institutional Work

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, and within the scope of Registration certificate # 13.

30.03 (a) Notwithstanding the definition in 30.02 above, work on Industrial sites 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.

- (b) Notwithstanding the definitions in 30.01 and 30.02 above, a commercial and institutional Employer, when tendering Industrial work against "open" shop competition, may tender the work using commercial and institutional rates, terms and conditions as follows;
- (c) 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 and advise him of the circumstances with respect to the work being tendered.
- (d) The Employers' Bargaining Representatives and the Business Manager of Local Union No. 8 shall endeavor to decide as to whether the work should be tendered using Industrial terms and conditions or commercial and institutional terms and conditions.
- (e) 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 binding on both the Employer(s) and the Union.
- (f) The Employers' Representative will be responsible to insure that all known Union Employers tendering the work are made aware of the decision as to how the work should be tendered.
- (g) 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.
- (h) 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. Twelve cents (12¢) per hour worked shall be forwarded to Construction Labour Relations an Alberta Association at 10949 - 120 Street, Edmonton, Alberta T5H 3R2 to satisfy the Employers obligation to the CLR-A, Sheeters, Deckers & Cladders (Provincial) Trade Division pursuant to Section 163 of the Labour Relations Code of Alberta and this Collective Agreement.
- 31.04** All cost relating to the administration of the fund shall be borne by the Association.

ARTICLE THIRTY TWO - SAVINGS CLAUSE

- 32.01** 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 THREE - SUB-CONTRACTORS CLAUSE

- 33.01** 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 FOUR - TERMS OF AGREEMENT

- 34.01** The Agreement shall be in full force and effect from the 1st day of May, 1999 up to and including the 30th day of April, 2001 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, 2001, should changes be desired by either Party.

SIGNING PAGE

SIGNED THIS _____ day of _____, 1999, at
_____, Alberta

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

per _____
Neil Tidsbury, President

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

per _____
Greg Reid

per _____
J. Peter Wyatt

JOB TARGETING APPENDIX

**to the
Collective Agreement
entered into by and between
Construction Labour Relations an Alberta Association
Sheeters, Deckers, & Cladders (Provincial) Trade Division**

and

**Sheet Metal Workers' International Association Local #8,
Edmonton, Alberta pursuant to registration certificate number 13**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1st, 1999 to April 30th, 2001 as set out in the said Collective Agreement, and

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

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

Now Therefore It Is Agreed As Follows:

- 1.** Notwithstanding any of the terms and conditions of employment set out in the said Collective Agreement, if representatives of the Coordinating Committee of registered employers' organizations and of the Alberta and Northwest Territories (District of Mackenzie) Building and Construction Trades Council agree on different terms and conditions of employment for any job or project, those special terms and conditions of employment shall prevail over any counterpart terms and conditions of employment set out in the Collective Agreement for the duration of the job or project for which they were agreed.

2. This Job Targeting Appendix shall remain in effect until terminated on sixty (60) days notice by either party or until April 30, 2001 whichever is the earlier. It is further understood that the parties shall meet periodically to review the application and operation of this Job Targeting Appendix and may amend the terms or operation of this Appendix at any time by mutual agreement. It is further understood and agreed that, irrespective of the termination or amendment of this Job Targeting Appendix, where there has been agreement upon special terms and conditions of employment for application to any particular job or project, those special terms and conditions shall apply for the duration of the said job or project.

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

This Agreement Signed this _____ day of _____, 1999
in Edmonton, Alberta by and between

C.L.R a Sheeters Deckers, & Cladders (Provincial) Trade Division

Per _____
R. Neil Tidsbury

Sheet Metal Workers' International Association Local #8

Per _____
Greg Reid

Per _____
J. Peter Wyatt

P R O V I N C I A L
C O L L E C T I V E A G R E E M E N T

S H E E T E R S , D E C K E R S &
C L A D D E R S

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**

From May 1st, 1999 to April 30th, 2001

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