

**PROVINCIAL
SHEET METAL
COLLECTIVE AGREEMENT**

- between -

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

Pursuant to Registration Certificate No. 18

- and -

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

May 1, 2015 to April 30, 2019

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PROVINCIAL COLLECTIVE AGREEMENT

between

**Construction Labour Relations, an Alberta Association
Sheet Metal (Provincial) Trade Division**

(hereinafter referred to as the "Association", or the Registered Employers Organization",
or "the Trade Division")

as agent for and on behalf of all Employers affected by
Registration Certificate No.18
(each of which Employers is hereinafter referred to as the "Employer")

and

The Sheet Metal Workers' International Association Local Union 8
(hereinafter referred to as the "Union",
and the Members and Employees represented by them.)

WHEREAS, the representatives of the parties have bargained collectively pursuant to Registration Certificate number 18 and 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 or ratified or otherwise established,

NOW THEREFORE, this agreement witnesseth that the terms of the collective agreement between the parties are as follows:

***** 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 ONE - PREAMBLE

- 1.01** **(a)** This Agreement is composed of a main body referred to as the "Provincial Collective Agreement" whose terms and conditions shall apply to all areas of the Province of Alberta.
- (b)** 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 TWO - RECOGNITION

- 2.01** **(a)** The Employer recognizes the Union as the exclusive bargaining agent for all Employees of the Employer covered by the scope of this Agreement, for whom the Union has the right of collective bargaining.
- (b)** The Union recognizes the "Construction Labour Relations, Sheet Metal (Provincial) Trade Division", as the sole and exclusive bargaining representative of all Employers bound by this Collective Agreement, in accordance with the scope of their own certification or subsisting voluntary recognition, and those Employers who may subsequently become bound by the terms of this Collective Agreement to the extent of their own certification or subsisting voluntary recognition.

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** **(a)** The work jurisdiction covered by this Agreement is all construction Sheet Metal and Associated Work as established and claimed or generally recognized as coming under the jurisdiction of the Sheet Metal Workers' International Association and/or as defined in the Sheet Metal Workers' International Association Constitution - and/or with respect to the Apprenticeship and Industry Training Act.
- (b)** The Parties agree that the terms and conditions of this Collective Agreement do not apply to any Residential Construction Work that is within the work jurisdiction of the Union.

- (c) 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.
- (d) Notwithstanding **Clause 4.01(c)** 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.

4.02 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 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, hire, 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 & HIRING PROCEDURES

- 6.01**
- (a) For those Employees falling within the scope of this Agreement, the Employer agrees to employ only Members or Applicant Members of the Union, providing the Union can supply workmen acceptable to the Employer in sufficient numbers to take care of the Employer's needs. If the Union cannot supply the required workmen within 48 hours, excluding Saturdays, Sundays and Holidays, the Employer may hire workmen elsewhere. In such cases, the Employees so hired shall make application to become Members of the Union within 30 days from commencement of employment.
 - (b) Except as provided for elsewhere in this collective agreement the Employers agree to hire only Members of the Union in good standing through the appropriate Union office, for the performance of all work

coming within the scope of this agreement. The Employer may hire pursuant to **Clause 6.01(c)**, and/or shall request workers to be dispatched from the Union office.

- (c) Personal job search and hiring is permitted under the terms of this collective agreement, providing the Member or Applicant Member obtains clearance or a referral slip from the Union prior to the commencement of employment. Employers shall only employ Members whose Union dues are current. Arrangements for the payment of any outstanding levies shall be made between the Union and Member or Applicant Member. The referral slip or clearance shall not be unreasonably withheld.
- (d) Should it be inconvenient for a Union Member, 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 appropriate referral slip to the Member or his/her Employer.
- (e) Without limiting management's rights, workers dispatched by the Union shall be in possession of site required training, including but not limited to CSTS, OSSA regional orientation, OSSA fall protection or equivalent and OSSA elevated work platforms or equivalent.
- (f) The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.
- (g) Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:
 - (1) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least 6 inches high from the sole of the boot.
 - (2) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1 or successor standards.

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

- (h) The Parties to this agreement agree that they will not enact or enforce any by-law, local rule(s) or constitutional provision within their respective organizations that has the effect of contravening any provision of this Collective Agreement.
- (i) 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 Employer or his/her representative of their presence, subject to any site and safety rules.
- (j) 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/her representative, who shall, in addition to his/her work as a Journeyman, be permitted to perform during working hours such of his/her Union duties as cannot be performed at other times. The Union shall notify the Employer, by letter, of the name of the Job Steward or any replacement of same. 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,

On all jobs, other than the foremen, a job steward shall be one of the ~~latter~~ last 6 Employees laid off or transferred from any project unless by mutual agreement; it being understood that classification, competency, and job conduct must be given first consideration.
- (k) No Employees shall carry on any Union activities during working hours, except the Steward.

6.02 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/her 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 Union Office located in Edmonton, Alberta, in care of the Financial Secretary-Treasurer of the Union, Sheet Metal Workers' International Association, in the manner and format approved by the Union, prior to the fifteenth day of the calendar month following the period for which the deductions are being reported.

6.03 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.

- (a) In addition to the above provisions for the Union jurisdiction the Employer shall deduct \$0.06 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. At the option of the Employer, the Employer may remit such monies directly to an account designated by the Union.
- (b) 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 wage rate classification of each Employee on whose behalf the deduction was made.
- (c) The sums deducted shall be deemed to be held in trust and as such, these sums shall be deemed to be held separate and apart from the Employer's own funds.

6.04 The Union, through its properly accredited Financial Secretary, shall certify changes in dues 1 month in advance in writing to the Employer and such changes will be implemented by the Employer upon receipt of written direction.

6.05 Employment Out-of-Province

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

- (c) 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 Apprentices:
 - (1) The Employer will first contact the Union requesting the Union supply a candidate acceptable to the Employer as a First Year Apprentice who is female or of aboriginal descent.
 - (2) Should the Union be unable to supply an acceptable candidate within 2 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.
- (d) On certain projects where client specifications require the hiring of visible minorities a Pre-job meeting will be held between the Employer, the Trade Division, and the Union in order to accommodate the client requirements.
- (e) The parties recognize the benefits of engaging Registered Apprenticeship Program (RAP) Students in our workplaces. It is intended that these students will work under and be paid in accordance with the Guidelines for Employment developed and amended from time to time by the Trustees of the Alberta Unionized Continuing Education Trust Fund. Appointed by Construction Labour Relations, Building Trades of Alberta, and Careers and Next Generation. The provisions of this Collective Agreement, with the exception of this Clause, will not apply to the employment of RAP students. These students are considered to be investments in our future workforce and would be engaged over and above our normal complement of First Year Apprentices. It is expected that they would gain experience and first year hours in the trade as well as learning about the services provided by the Union, while facilitating a school to workplace transition.

ARTICLE SEVEN - DETERMINING RESIDENCY AND LOCAL RESIDENTS

- 7.01 (a) A local resident is an individual who resides within a 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 45 kilometer radius of the job site shall not be entitled to receive transportation or vehicle allowance, travel allowance, initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions.
- (c) Local residents residing between a 45 kilometer radius and a 75 kilometer radius of the job site shall not be entitled to receive initial and return travel allowance, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a travel allowance of \$36.00 per day worked to cover transportation expenses and travel allowance, or if transportation is supplied by the Employer, a daily travel allowance of \$19.00 will be paid for each day worked. For the purposes of determining local residents in the Fort McMurray area, residents of Anzac and Sapræ 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.
- (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) Where a Local Resident Employee is required to work overtime, he shall be entitled to overtime meals in accordance with this Agreement.
- (f) 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.

7.02

In making 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:
 - (1) property tax or rent receipts, telephone, gas or other utility receipts;
 - (2) driver's license;
 - (3) vehicle registration or pink card;
 - (4) income tax;
 - (5) unemployment insurance documents;
 - (6) voters' list registration;
 - (7) Employee benefit fund administration registration.

ARTICLE EIGHT - HOURS OF WORK AND OVERTIME

- 8.01**
- (a) 8 hours shall constitute a regular working day normally beginning at 8:00 AM and ending 4:30 PM with ½ hour lunch break scheduled at or near the middle of the work day. When job conditions or circumstances necessitate a 1 hour lunch break, the work day will normally end at 5:00 PM.
 - (b) The Employer may vary the start/quit times by changing the scheduled starting time up to 2 hours at his/her option. The starting times for the week do not necessarily have to be the same each day. Where circumstances require further deviation from the schedule, so advised, the Employer shall consult the Steward [if appointed] or a representative of the Union concerning such further deviation.
 - (c) Variances beyond 2 hours may be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.
 - (d) 2 breaks of 10 minutes [15 minutes where a 10 hour day is being worked] 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.
 - (e) If overtime is worked and exceeds 2 hours, an additional 10 minute break or meal break shall be allowed for each 2 hours of overtime worked, provided the work will continue beyond the respective 2 hour increments.
 - (f) 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 Union and the Employer 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.

- 8.02** 40 hours shall constitute a regular working week, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.

Overtime - Industrial

- 8.03** (a) the first 2 hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one half times the applicable rate of pay.
- (b) all other overtime hours, Monday through Friday inclusive, shall be paid at 2 times the applicable rate of pay.

- 8.04** For the purposes of calculating overtime hours, overtime shall normally be paid upon the completion of the regular days shift. When an Employee is required to work prior to the commencement of his/her regular shift, such time shall be considered as overtime.

- 8.05** All hours worked on Saturday, Sunday and Statutory Holidays shall be paid at 2 times the applicable rate of pay.

- 8.06** When Employees are required to work extended daily hours in excess of 11 hours, the Employer shall be required, following the tenth hour, to provide a meal if practical at no cost to the Employees, for those involved. A ½ hour at the straight time rate of pay shall be allowed for the consumption of the meal. If no meal is provided the worker shall be permitted a 15 minute break at applicable rates. Should an Employee be requested to continue work, then an additional hot meal shall be provided every additional 4 hours under the same conditions as above.

Should an Employee not be provided with meals as set out in the preceding paragraph, he shall receive \$30.00 in lieu of each meal and the time spent to consume it. For camp residents, if a meal is available upon return to the camp residence then no meal allowance is to be paid.

Where a supervisor is required to:

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

than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions in the paragraph above will not apply unless those provisions are applicable to the rest of the crew.

Compressed Work Week

- 8.07** The Employer may schedule the regular work week in 4 consecutive 10 hour days, at straight time rates, provided only that the 4 consecutive 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.
- (a)** Where this option is worked, all hours in excess of 10 hours per day Monday through Thursday, shall be paid for at 2 times the applicable rate of pay. When Friday is worked, the first 10 hours shall be paid at one and one-half times the applicable rate of pay.
- 8.08** A 10 day on and 4 day off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in 1 week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at one and one-half and the Saturday and Sunday will be paid at double time.
- (a)** When a 10 day on and 4 day off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least 3 working days' notice of their intention not to work such overtime. Failure to provide the required notice and/or failure to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

Two Break Option

- 8.09** When 10 hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling 2 breaks of a ½ hour each, paid at the applicable rate, approximately equally spaced in the 10 hour shift. In the event an Employee is not able to take a break, the Employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of 10 hours. A change in the scheduling of breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change.
- 8.10** When job circumstances merit a change in the hours of work, the Employer shall notify the Union office at least 7 calendar days, where practical, before such change becomes effective.

Overtime and Personal Time Off – Industrial

- 8.11** It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. An Employee who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.
- (b) A worker who is preauthorized to take personal time off pursuant to the above procedure, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full 8 or 10 hours as scheduled for that shift. In the case of 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.
- (c) Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of 8 hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of 10 in a day or 40 in a week. 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, 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.

Statutory Holidays - Industrial

- 8.12** When a statutory holiday falls in the middle of a work week, the Union and the Employer shall mutually agree to the work schedule for that week.

Overtime – Commercial/Institutional Work

- 8.13** (a) Time and one-half for any overtime hours worked on a weekday being Monday through Friday inclusive.
- (b) Time and one-half for regular hours worked on Saturday. Regular hours shall be as determined in **Clause 8.01** and shall be the same for Saturday as they were Monday to Friday.

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

(d) All hours worked on Sunday and General Holidays shall be paid at two times the applicable rate of pay.

8.14 When an Employee is required to work overtime or shift work, he shall not be required to return to work until a full uninterrupted 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 8 hour break occurs.

8.15 For the purpose of **Clause 8.154**, a "week" shall be defined as that period from (12:01 AM) Sunday to midnight (12:00 PM) Saturday.

8.16 This Clause is not to be confused with the work week as defined in **Clause 8.02**. No provisions herein shall be construed as establishing a guaranteed number of hours work either per day or per week.

Shift Work - General

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

8.18 When a shift is commenced and has run for at least the 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.

8.19 By mutual agreement, shifts may be established for periods of less than 3 consecutive regular working days and in such event, the deemed overtime that would otherwise be payable shall not apply. The first shift shall work a normal shift as set out in **Clause 8.01** of this Agreement, with the applicable overtime rate after 8 or 10 hours of work as applicable.

Shift Work - Industrial

8.20 Shift work other than the regular working day as outlined in **Clause 8.01** 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 \$3.20 effective May 3, 2015 [\$3.40 effective May 7, 2017] 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.

Shift Work – Commercial/Institutional

- 8.21** For shift work on the second and third shift on commercial/institutional work the shift premium shall be \$2.20 effective May 3, 2015 [\$2.40 effective May 7, 2017] per hour greater than the applicable day time rate of pay.
- 8.22** No Employee shall work more than 1 straight time shift in each consecutive 24 hour period. An Employee shall continue to receive the overtime rate, plus shift differential, after each shift until a break of 8 consecutive hours occurs, exclusive of travel allowance.
- 8.23** When an Employee loses a regular day, through implementation or termination of shift work, then the Employee shall be paid a regular working days pay for the day lost.
- 8.24** Shift premiums for Apprentices will be determined by their appropriate ratio to the journeyman rate.
- 8.25** 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 1 shift. Overtime shall be payable on all hours in excess of 8 hours per day and 40 hours per week and on Saturdays, Sundays or Statutory Holiday

ARTICLE NINE - WAGES AND BENEFITS

9.01 Wages and Benefits shall be in accordance with the following schedules:

(a) Commercial/Institutional

	BASE	HOL& VAC	H&W	PENSION	TRAINING	BENEV.	TOTAL
Foreman A							
3-May-15	41.26	4.13	1.65	4.50	0.30	0.09	51.93
1-May-16				No Adjustment			
Foreman B							
3-May-15	40.26	4.03	1.65	4.50	0.30	0.09	50.83
1-May-16				No Adjustment			
Journeyman							
3-May-15	37.26	3.73	1.65	4.50	0.30	0.09	47.53
1-May-16				No Adjustment			
Fourth Year Apprentice							
3-May-15	31.67	3.17	1.65	4.50	0.30	0.09	41.38
1-May-16				No Adjustment			
Third Year Apprentice							
3-May-15	27.95	2.80	1.65	4.50	0.30	0.09	37.29
1-May-16				No Adjustment			
Second Year Apprentice							
3-May-15	24.22	2.42	1.65	4.50	0.30	0.09	33.18
1-May-16				No Adjustment			
First Year Apprentice							
3-May-15	18.63	1.86	1.65	*	0.30	0.09	22.53
1-May-16				No Adjustment			
Probationary							
3-May-15	14.90	1.49	1.65	*	0.30	0.09	18.43
1-May-16				No Adjustment			
<u>Welders</u>							
Journeyman							
3-May-15	37.26	3.73	1.65	4.50	0.30	0.09	47.53
1-May-16				No Adjustment			

Third Year Apprentice

3-May-15	33.53	3.35	1.65	4.50	0.30	0.09	43.42
1-May-16				No Adjustment			

Second Year Apprentice

3-May-15	27.95	2.80	1.65	4.50	0.30	0.09	37.29
1-May-16				No Adjustment			

First Year Apprentice

3-May-15	22.36	2.24	1.65	*	0.30	0.09	26.64
1-May-16				No Adjustment			

Wages Schedules to be determined as per Letter of Understanding "Wage Determination"

Wage Adjustment dates are the first Sunday of May for each year of the agreement. Any adjustments to the contributions to the benefit plans will be implemented in conjunction with the respective May wage adjustment.

***Note:** Pension contributions may apply see **Clause 14.02(b)(5)**.

(b) Industrial –

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

	BASE	HOL& VAC	H&W	PENSION	TRAINING	BENEV.	TOTAL
General Foreman							
3-May-15	50.71	5.07	1.65	5.50	0.30	0.09	63.32
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			
Foreman							
3-May-15	49.71	4.97	1.65	5.50	0.30	0.09	62.22
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			
Journeyman							
3-May-15	45.71	4.57	1.65	5.50	0.30	0.09	57.82
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			
Fourth Year Apprentice							
3-May-15	38.85	3.89	1.65	5.50	0.30	0.09	50.28
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			
Third Year Apprentice							
3-May-15	34.28	3.43	1.65	5.50	0.30	0.09	45.25
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			
Second Year Apprentice							
3-May-15	29.71	2.97	1.65	5.50	0.30	0.09	40.22
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			
First Year Apprentice							
3-May-15	22.86	2.29	1.65	*	0.30	0.09	27.19
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			
Probationary							
3-May-15	18.28	1.83	1.65	*	0.30	0.09	22.15
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			

Welders

Journeyman

3-May-15	45.71	4.57	1.65	5.50	0.30	0.09	57.82
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			

Third Year Apprentice

3-May-15	41.14	4.11	1.65	5.50	0.30	0.09	52.79
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			

Second Year Apprentice

3-May-15	34.28	3.43	1.65	5.50	0.30	0.09	45.25
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			

First Year Apprentice

3-May-15	27.43	2.74	1.65	*	0.30	0.09	32.21
1-Nov-15				No Adjustment			
1-May-16				No Adjustment			

Wages Schedules to be determined as per Letter of Understanding "Wage Determination"

Wage Adjustment dates are the first Sunday of May and the first Sunday of November for each year of the agreement. Any adjustments to the contributions to the benefit plans will be implemented in conjunction with the respective May wage adjustment.

***Note:** Pension contributions may apply see **Clause 14.02(b)(5)**.

- 9.02**
- (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 **Article 18, 19 and 20** of this Agreement and if such default continues for 20 days thereafter, the Employer 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/her 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 **Article 18, 19 and 20** 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 TEN – SHOW UP AND TERMINATION

- 10.01** Unless the Employee has been notified prior to his/her normal starting time not to report for work, an Employee who reports for work at his/her scheduled starting time and no work is available due to circumstances within the control of the Employer, the Employee shall be given 2 hours pay. The Employee must remain on the job, if requested, for the 2 hour period and perform any work requested by the Foreman.
- 10.02** Employee(s) affected shall be paid daily travel, transportation, subsistence or receive camp accommodation as is applicable.

- 10.03** When an Employee is laid off or leaves work of his/her own accord, 1 hours' notice shall be given by either party.
- 10.04** Normal layoff protocol will be; Workers on Permits first, Travel Card Members' second and Local Union Members third when there are lay-offs planned at a jobsite affecting their trade. Operational requirements and qualifications will be the priority when determining the order of layoff.
- 10.05** Workers may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned at a jobsite affecting their trade. In such cases this option will be offered to Local Union Members first, Travel Card Members second, and Workers on Permits third. Operational requirements will determine if the voluntary lay-off request will be granted.

ARTICLE ELEVEN - TRAVEL, TRAVEL ALLOWANCE, TRANSPORTATION AND ACCOMMODATION

- 11.01** 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

- 11.02** The following conditions as listed in **Clauses 11.02 to 11.04** will apply on jobs within daily commuting distance of those locations as noted in **11.01** 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) (1)** A 45 kilometer radius free zone from the centre 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 subject to **Clause 11.02(a)(2)**.
- (2)** 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.

- (b) 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 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.
- (c) For projects beyond the forty-five kilometer 45 kilometers free zone for which daily travel is required, the Employer will have the following options;
 - (1) to provide transportation and pay travel allowance, or
 - (2) reimburse the Employees, as a vehicle allowance, at the rate of \$0.52 per kilometer traveled, each way between the edge of the free zone and the project job site daily and pay travel allowance.

The travel allowance shall be calculated based on traveling at 80 kilometers per hour, at the Employee's applicable base rate, from the point where the edge of the 45 kilometers 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 kilometers and a lower rate for additional kilometers. The Coordinating Committee and the Council shall determine a rate that is midway between those 2 rates. The above vehicle allowance rate shall be adjusted, effective on the first pay period following May 1 of each year, to the rate so determined by the Coordinating Committee and the Council

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

Travel Allowance:	
80 km @ 80 km/hr. = 1 hr. @ base rate of	\$45.71
Vehicle Allowance:	
80 km. @ \$0.52per km. =	<u>\$41.60</u>
for a daily total of	<u>\$87.31</u>

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

- (d) When an Employee is being paid subsistence allowance in accordance with **Clause 11.03(a)(3) or 11.03(b)**, and when there is no accommodation available within 45 kilometer 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.
- (e) 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.
- (f) 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.
- (g) 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 15 minutes beyond the scheduled arrival time, up to a limit of 2 hours at the applicable straight time rate.
- (h) If an Employee is required by the Employer to move from 1 job to another during working hours, the Employer shall provide the transportation or pay vehicle allowance at the rate specified in **11.02(b)** above per kilometer traveled if the Employee uses his/her own vehicle. The Employee shall not

suffer any loss of pay as a result of transferring between projects during working hours.

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

ACCOMMODATION, ROOM & BOARD - INDUSTRIAL

- 11.03** (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:

- (1) camp accommodation, which shall be available seven days per week; or
 - (2) mutually agreed room and board; or
 - (3) for each day worked, reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day except for subsistence rates established for specific communities and regions posted at www.clra.org and www.local8.ca
 - (4) On a project/jobsite located over 250 kilometer radius from the geographic centres of either the City of Edmonton or Calgary [as applicable], 1 additional day's subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his/her Employer for each occasion the accommodation is used. Where the Employer or his/her 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 [excluding National Parks and Northwest Territories].

When an Employee is directed or dispatched to work on an out-of-town job which will last at least 5 days, the Employer will provide, on a 7 days per week basis:

- (1) camp accommodation; or
 - (2) Mutually agreed room and board, or subsistence allowance as follows.
 - (3) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of \$110.00 per day except for subsistence rates established for specific communities and regions posted at www.clra.org and 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 **Clause 11.03(a)(2) or 11.03(c)(2)** 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 5 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 3 options will satisfy the Employer's obligations pursuant to this article.
- (g) (1) 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:
- (i) provide suitable room and board; or
 - (ii) directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - (iii) the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure:

- (2) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the Business Manager of the Union may request that the Executive Director of the Building Trades of Alberta issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Alternatively, an Employer may request that the Coordinating Committee of Registered Employers' Organizations issue a formal written request to the Executive Director of the Building Trades of Alberta that a Subsistence review Committee be established. Upon formal written request the Subsistence Review Committee shall meet within 5 working days of such request.
- (3) The Subsistence Review Committee will consist of:
- 1 representative appointed by the Building Trades of Alberta;
 - 1 representative appointed by the Coordinating Committee of Registered Employers' Organizations;
 - 1 representative appointed by the National Maintenance Council; and
 - 1 representative appointed by the Boilermaker Contractors Association on behalf of Contractors signatory to the National Maintenance Agreement and/or the General Presidents Agreement.

Appointees shall not be directly involved with the issue at hand.

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

- (4) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging

costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within 5 days in accordance with the provisions of **Article 22**. The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within 5 full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. 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.

- (5) 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;
 - (i) 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.
 - (ii) 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.
 - (iii) Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at
 - (iv) 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.
 - (v) Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this Clause.

There shall be no more than 1 reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.

(6) 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 or other days as set out in **Clause 11.03(a) and 11.03(c)**.

To be eligible for board and room or daily allowance in these circumstances the Employee must have been unable to return to his/her 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.

- (ii)** If an Employee chooses to leave before the completion of the shift without the consent of the Employer he will not be entitled to subsistence allowance for that day [and may be subject to other disciplinary or corrective measures]. If an Employee chooses to leave before the completion of the shift with the consent of the Employer he will be paid a full day's subsistence if at least half the shift is worked and half a day's subsistence if less than half a shift is worked.
- (iii)** All camps must meet the specifications as negotiated by Building Trades of Alberta (BTA) and Construction Labour Relations, an Alberta Association (CLRA) 2010-2018 Camp Rules and Regulations, or any successor thereto.
- (iv)** All grievances concerning a camp will be resolved through the grievance procedure provided in the BTA/CLRA Camp Rules and Regulations.

- (v) If an Employee, who is housed in a camp, is required by the Employer to transfer from one camp room to another, the Employee shall be paid 2 hour's pay at the straight time basic hourly rate as full compensation for the time to move belongings.

ACCOMMODATION, ROOM & BOARD - COMMERCIAL/INSTITUTIONAL

- 11.04**
- (a) Where Employees are employed in the area beyond that in which daily travel applies and up to a radius of 475 kilometer from the centre of the cities of Edmonton or Calgary, as may be appropriate, the Employer may elect to provide:
 - (1) 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
 - (2) Mutually agreed room and board; or
 - (3) Subsistence allowance in 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 centre of the cities of Edmonton or Calgary, as may be appropriate, the Employer, where his/her Employees do not return daily, has the same elections as above, but on the basis of 7 days per week.
 - (c) **Clause 11.03(g)(1)(2)(3)** are applicable to Commercial/Institutional work.
 - (d) All of the above **Article 11** conditions apply except there may be 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 Union Business Manager or his/her Representative in consultation with the affected Employee(s).

INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES -INDUSTRIAL

- 11.05**
- (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/her employment, based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:
 - (1) up to 200 kilometers \$88.00 each way;
 - (2) 201 kilometers to 300 kilometers - \$124.00 each way;

- (3) 301 kilometers to 375 kilometers, and the Empress area - \$150.00 each way;
 - (4) over 375 kilometers to 475 kilometers \$224.00 each way, or actual Airfare if suitable proof of air transport is provided to the Employer;
 - (5) over 475 kilometers - as mutually agreed between the Parties to this Agreement to a maximum of \$344.00 each way or air fare inclusive of taxes in the event this is the most practical method of accessing the project/jobsite.
 - (6) The Initial and Return Transportation Allowances set out herein shall be subject to review in January each year of the agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to **Clause 11.02(c)**, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1 of the respective year. [For example, if for 2016, the vehicle allowance is increased by 4%, the Initial and Return Transportation allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following May 1, 2016].
- (b) Notwithstanding the provisions of **Clause 11.05(a)** above, when transportation is provided by the Employer, no travel allowance will be paid.
- (1) 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 1 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 **Clause 11.02(e)**.
 - (2) 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.
 - (3) 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.

- (4) If a person who elects collective agreement initial/return/rotation allowances uses Employer provided transportation for his/her initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
 - (5) Regulations shall be established for the use of Employer provided transportation governing behaviour and the use of, [e.g., alcohol, tobacco and other substances].
 - (6) 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.
- (c)
- (1) An Employee will qualify for, and receive with the next regular pay, transportation allowance to the job site after being employed at the site for 15 calendar days.
 - (2) If the Employee remains on the job until completion of 30 calendar days, the Employee shall qualify for return transportation allowance to be paid with his/her final pay at the subject site.
 - (3) 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.
 - (4) 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.

**INITIAL AND RETURN TRANSPORTATION TO REMOTE SITES –
COMMERCIAL/INSTITUTIONAL**

- 11.06**
- (a) 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/her employment,

based upon a radius from the cities of Edmonton or Calgary, as applicable, as follows:

- (1) up to 200 kilometer \$44.00 each way. If, by operation of **11.05(a)(6)**, the industrial rate in **11.05(a)(1)** is increased, the amount paid under this provision will increase to an amount equal to 50% of the amended industrial rate in **11.05(a)(1)**, rounded to the nearest dollar.
- (2) 201 to 300 kilometer \$74.00 each way. If, by operation of **11.05(a)(6)**, the industrial rate in **11.05(a)(2)** is increased, the amount paid under this provision will increase to an amount equal to 60% of the amended industrial rate in **11.05(a)(2)**, rounded to the nearest dollar.
- (3) 301 to 400 kilometer \$94.00 each way. If, by operation of **11.05(a)(6)**, the industrial rate in **11.05(a)(3)** is increased, the amount paid under this provision will increase to an amount equal to 62.5% of the amended industrial rate in **11.05(a)(3)**, rounded to the nearest dollar.
- (4) over 400 kilometer 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.

- (b) **Clause 11.05(c)** above shall also apply to commercial/institutional work.

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 1 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.

- 11.07**
- (a) On jobs located beyond a 300 kilometer radius to a maximum of 475 kilometer from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (1) Pay an allowance of \$174.00 after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job. Where the Employee accepts Employer

supplied transportation he shall not be entitled to the above allowance.

- (2) Allow Employees 5 working days leave after each 35 calendar days of employment on the job.
- (b) On jobs located beyond a 475 kilometer radius from the centre of Edmonton or Calgary or other hiring hall location, the Employer shall:
 - (1) Provide a negotiated transportation allowance, not to exceed scheduled airfare where scheduled air service is available, or pay an allowance of \$312.00 where airline service is not available, after 35 calendar days of employment on the job and thereafter for each subsequent 35 calendar days of employment on the job.
 - (2) Allow Employees 5 working days leave after each 35 calendar days of employment on the job.
- (c) The Rotational Leave Allowances set out herein shall be subject to review in January each year of the agreement. In the event that there is an adjustment in the vehicle allowance, pursuant to **Clause 11.02(c)** for, each allowance amount shall be adjusted by the same percentage adjustment as the vehicle allowance adjustment, effective the first pay period following May 1 of the respective year. [For example, if for 2016, the vehicle allowance is increased by 4%, the Rotational Leave Allowance shall be increased by 4%, rounded to the nearest dollar, and effective on the first pay period following May 1, 2016.]
- (d) It is further understood and agreed that the above described trips be on a rotation basis and at no time more that 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 **11.05(a), 11.07(a)(1), and 11.07(b)(1)**.

ROTATIONAL LEAVE (TURNAROUNDS) – COMMERCIAL/INSTITUTIONAL

- 11.08**
 - (a) for commercial/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 11.07(a)(1) and 11.07(b)(1)**], 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 11.05(c)** above shall also apply to commercial/institutional work.

- 11.09** Qualifying times and resulting entitlements as set out in **Article 11** shall apply only on condition that the Employees have worked the total regular hours per week as set out in **Article 8** or if the project does not last 1 week or longer, on condition that they work the regular hours per day unless incapacitated by illness or other legitimate cause(s) as agreed to by the Employer's representative and the Union representative at the jobsite. 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 TWELVE – WORKING RULES AND COMMITMENTS

- 12.01** 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.

- 12.02**
- (a)** Wages shall be paid weekly or biweekly on the job on Employer time. No more than 5 days' pay shall be withheld except where delay is beyond the Employer's control. Notwithstanding the foregoing the Employer may, at his/her option, utilize direct deposit banking for the payment of wages for all Employees. Payment of wages by direct deposit will be stated on the dispatch slip.
 - (b)** The Employer at their option may use electronic pay records and records of employment. Upon request from an Employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.
 - (c)** Errors or omissions with the Employees pay or pay cheque shall be corrected by the next pay period, provided the Employer is notified at least 1 working day prior to cutoff for the next pay period. This Clause is not intended to be applicable to situations beyond the Employer's control.
 - (d)** When the Company or the Employee becomes aware of an overpayment, the Company the Union and the Employee will meet to negotiate the repayment terms.
- 12.03**
- (a)** When an Employee is laid off or leaves work of his/her own accord, 1 hours' notice shall be given by either party.

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 the layoff.

- 12.04**
- (a) Employees who are laid off or dismissed by the Employer shall normally receive their final wages, vacation pay due, and Record of Employment (ROE), 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 (ROE), will be mailed to the Employees within 3 working days exclusive of Saturday, Sunday, and Statutory holidays.
 - (c) Upon discharge for cause or quit the final pay cheque, (ROE) and any vacation pay and statutory holiday pay owing shall be given or mailed to the Employee within 5 working days, excluding Saturdays, Sundays and Statutory Holidays.
 - (d) The time constraints in **Clause 12.04** will also apply when payment is by direct deposit. When payment has been by direct deposit the Employer may, at his/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.
- 12.05** Employees when working for an 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 an Employer, engages in any work in violation of this article may be subject to disciplinary action by the Employer and the Union.
- 12.06** The minimum rate of pay for any workman employed by the Employer as an "Applicant for Apprenticeship" shall be 40% of the Journeyman rate.
- 12.07** 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: e.g.:
- (a) 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.
 - (b) Adequate scaffolding and ladders which the Employee has a right to refuse to use if, in his/her opinion, they are unsafe.
 - (c) Transportation for injured workmen to treatment facilities.
 - (d) Hard hats, and unused sweat bands, winter liners, eye protection equipment and ear mufflers and ear plugs.

- (e) Welding gloves, welding jackets, boot protection, spat leggings and eye protection for Employees engaged in welding.

- 12.08** 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.
- 12.09** Personal protective equipment as required above may be provided on a charge-out refund basis.
- 12.10** An Employee is not required to own, supply or use his/her personal vehicle for the purposes of the Employer's business. Refusal by an Employee to use his/her personal vehicle on Employer's business will not be just cause for dismissal or discipline.
- 12.11** When it is alleged that an 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.
- 12.12** Members of the Union shall not be permitted to work for Employers not signatory to this Agreement at Sheet Metal Work covered by the work jurisdiction of this Agreement when work is available with Employers bound by this Agreement.

ARTICLE THIRTEEN – TOOLS – EMPLOYEE SUPPLIED

- 13.01** A Journeyman shall possess in good condition the following tools:

- | | |
|---|--|
| ▪ 1 pair pliers | ▪ 1 hacksaw frame |
| ▪ 1 pair dividers (large) | ▪ 1 set square |
| ▪ 1 pocket tape | ▪ 1 pair trammel points |
| ▪ 1 tinners hammer | ▪ 1 scratch awl |
| ▪ 2 cold chisels | ▪ 1 - 50 ft. tape |
| ▪ 1 ball peen hammer | ▪ 1 pop riveter 1/8 – 5/32 |
| ▪ 1 centre punch | ▪ 1 wide nosed folding pliers (hand) |
| ▪ 1 set Allen wrenches | ▪ 1 pair vice grips |
| ▪ 1 drift punch | ▪ 1 pair heavy hand shears |
| ▪ 2 crescent wrenches or | ▪ 1 pair regular hand shears |
| ▪ 2 pair Metal Masters (left and right) | ▪ 1 set Robertson screwdrivers (3 various sizes) |
| ▪ 1 set open end wrenches | ▪ 1 set Phillips screwdrivers (3 various sizes) |
| ▪ 1 small level | |
| ▪ 1 tool box with lock | |

- 13.02** (a) Each Sheet Metal Apprentice upon commencement of employment shall progressively acquire prior to being indentured and shall possess at time of indenture the following tools in good condition:

- 1 hammer
- 2 screwdrivers - 1 blade & 1 Robertson
- 1 scratch awl
- 1 pair combination snips (hand shears)
- 1 pair pliers
- 1 pair wide nosed folding pliers
- 2 metal masters (left & right)
- 1 tool box with lock
- 1 pocket tape
- 1 pair vice-grips

(b) Each Sheet Metal Apprentice after the completion of the first period of Apprenticeship Training shall in addition possess in good condition the following tools:

- 1 cold chisel
- 1 tool box with lock
- 1 set blade type screwdrivers
- 1 pop riveter 1/8 - 5/32
- 1 pair dividers
- 1 centre punch
- 1 set square
- 1 pair heavy hand shears (Bull snips)
- 1 hacksaw frame
- 1 set Allen Wrenches
- 1 small level
- 1 set Robertson screwdrivers (2 other sizes than above)
- 2 crescent wrenches or 1 set open end wrenches
- 1 set Phillips screwdrivers (3 various sizes)

(c) Each Sheet Metal Apprentice after the completion of the second period of Apprenticeship Training shall possess in good condition the following tools in addition to **(b)** above:

- 1 cold chisel
- 1 pair trammel points
- 1 drift punch
- 1 ball peen hammer
- 1 - 50 ft. tape

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

13.04 The Employer will provide at no cost to the Employee; springs for Metal Masters; jaws for Pop Riveters:

13.05 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.

13.06 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.

13.07 The Employer shall replace an Employee's tools lost from the shop or jobsite within 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.

13.08 Return of Employee tools following layoff, quit or termination will be as follows.

(a) Where the Employer is responsible for the transportation of the Employees tools [i.e. Fly in/Fly out] the timelines for initiating the transportation of the Employee's tools shall be as follows;

(1) If the Employee is subject to a layoff, return transportation of the workers tools shall be initiated within 3 business days. Tools to be transported to the Employers premises or the Union/dispatch hall from which the worker was dispatched.

(2) If the Employee is terminated or quits, return transportation of the workers tools shall be initiated within 5 business days. Tools to be transported to the Employers premises or the Union/dispatch hall from which the worker was dispatched.

ARTICLE FOURTEEN - APPRENTICES

14.01 (a) Apprentices shall be employed in accordance with the Provisions of the Apprenticeship and Industry Training Act, and the total parties agree to observe the Provisions of said Act.

When an Employer requires an Apprentice to replace an Apprentice attending school and an unemployed Indentured Apprentice at the level required, or lower, is available the Employer agrees to give preferential consideration of employment to that unemployed Indentured Apprentice.

In order for an Apprentice to advance to a higher classification in the Apprenticeship Program the following criteria must be attained:

(1) Complete a minimum of 1,425 hours of on-the-job training.

(2) Attend school and pass the appropriate examination.

The Apprentice's next period increase shall be effective on the first pay period following the date the Apprentice presents to his/her Employer the letter the Apprentice receives from the Apprenticeship Board notifying of successful completion of a term.

14.02

- (a)** 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 for a period of 60 days without payment of H&W, Retirement Trust Fund, or Benevolent Fund contributions, Upon completion of the 60 day probationary period, the Employer shall begin to make contributions to the various funds as required under **Articles 18, 19, 20**. The Employer agrees to fairly evaluate each probationary Employee engaged pursuant to this provision.
- (b)** The following rules shall govern the treatment of benefits for Probationary and First Year Employees.

 - (1)** The Employer is responsible to insure that the probationary Employee makes application to join the Union forthwith upon being hired.
 - (2)** The Employer must deduct and remit Union dues to the Union commencing with the first pay cheque.
 - (3)** The Employer shall include the name of any new probationary Employee, or First Year Apprentice, and record the hours worked from his/her first day of employment, on the forms submitted to the applicable Trust Funds, beginning with the first form required to be submitted following the date of hire of any new probationary Employee.
 - (4)** In order to comply with **Clause 14.02 (a)**, the Employer shall begin to contribute H&W and Benevolent Fund benefits on behalf of each new probationary Employee after 350 hours of employment has been recorded for any such probationary Apprentice.
 - (5)** In order to comply with **Clause 14.02(b)** the Employer shall begin to submit Retirement Trust Fund contributions for a probationary Employee, or First Year Apprentice after an accumulation of 1,425 hours, or after one year following the date of hire, whichever is the earlier date.
 - (6)** In the event that a probationary Employee, or First Year Apprentice is laid off prior to having accumulated sufficient hours the Employer shall advise the Union of the number of hours accumulated and the Union shall include that information on the referral slip to the Apprentice's next Employer.
 - (7)** Any Employer hiring a Probationary Employee or First Year Apprentice who is partially through his/her first year shall begin to make Retirement Trust Fund contributions when the Apprentice has

accumulated the 1,425 hours, between his/her previous and present Employers.

ARTICLE FIFTEEN - FOREMEN

15.01 The selection and appointment of Foreman shall be the sole and exclusive right of the Employer.

15.02 The wage rates for Foreman for **Industrial** shall be:

- (a) In charge of more than 10 workmen [Foreman excluded], the General Foreman shall be paid \$5.00 [\$5.25 effective May 7, 2017] per hour over the basic wage rate.
- (b) In charge of up to and including 10 workmen [Foreman excluded], the Foreman shall be paid \$4.00 [\$4.25 effective May 7, 2017] per hour over the basic wage rate.
- (c) Where the General Foreman and Foreman selected and appointed has proof of an Industrial Construction Crew Supervisor (ICCS) designation from Alberta Apprenticeship and Industry Training, the General Foreman and Foreman shall be paid \$1.50 ICCS Premium for each hour worked.

15.03 The wage rates for Foreman for **Commercial/Institutional** shall be:

- (a) In charge of more than 10 workmen [Foreman excluded], the Foreman shall be paid \$4.00 [\$4.25 effective May 7, 2017] per hour over the basic wage rate.
- (b) In charge of up to and including 10 workmen [Foreman excluded], the Foreman shall be paid \$3.00 [\$3.25 effective May 7, 2017] per hour over the basic wage rate.
- (c) Where the Foreman selected and appointed has proof of an Industrial Construction Crew Supervisor (ICCS) designation from Alberta Apprenticeship and Industry Training, the Foreman shall be paid \$1.50 ICCS Premium for each hour worked.

ARTICLE SIXTEEN - VACATION

16.01 All Employees covered by the terms of this Agreement with up to 5 years of consecutive employment shall be entitled to an annual vacation of 3 weeks. Employees with consecutive employment of 5 years and over shall be entitled to an annual vacation of 4 weeks. During July and August at least 2 consecutive weeks' vacation shall be granted, if requested, at a time mutually agreed upon between the

Employer and Employee. 3 consecutive weeks may be taken during July and August if mutually agreed upon. During other months, 3 consecutive weeks shall be granted, if requested, at a time mutually agreed upon between the Employer and Employee. For Employees with years or more, the fourth week of vacation dates will be mutually agreed upon.

16.02 Vacation pay shall be based on 6% of the applicable rate of pay. This vacation pay shall be calculated on the applicable rate of pay 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.

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

ARTICLE SEVENTEEN – GENERAL HOLIDAYS

17.01 The following shall be General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	

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

Statutory Holiday pay shall be based on 4% of the applicable rate of pay.

This Statutory Holiday pay shall be calculated on the applicable rate of pay 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.

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

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

- 17.03** No work shall be performed on Labour Day except where danger to life or property makes it necessary. No more than 8 hours work shall be performed on a Statutory Holiday, except in the case of emergency.
- 17.04** Should Statutory Holiday(s) fall within an Employee's annual vacation an extra day(s) shall be provided in conjunction with the annual vacation.
- 17.05** 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 EIGHTEEN – HEALTH AND WELFARE PLAN

- 18.01** (a) The Employer shall contribute to the Alberta Sheet Metal Health & Welfare Plan 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.
- (b) The obligation of each Employer under the Trust Fund and Plan is limited to:
- (1) paying the amount the Employer is required to contribute to the Plan in accordance with the Collective Agreement within 15 days of the end of each monthly reporting period;
 - (2) 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;
 - (3) providing the Trustees with such information as is needed to determine eligibility for benefits of a Member of the Plan.
- 18.02** 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.
- 18.03** Employees, when hired, shall be required to sign a necessary enrollment card required for eligibility and participation in the Plan.
- 18.04** The contributions made pursuant to this Article 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 day in the calendar month following the period for which the contributions are being reported.

- 18.05** Employers shall complete and forward with the contributions the reporting forms required by the Alberta Sheet Metal Health and Welfare Plan.
- 18.06** An annual report including the audited financial statements is to be provided to the Parties to this Collective Agreement upon request to the Administrator.
- 18.07** 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/her obligation to pay the amounts stated in this Agreement at the times and the manner stated.
- 18.08**
- (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 18 and 19** 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/her 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 NINETEEN – RETIREMENT TRUST FUND

- 19.01** For Commercial/Institutional 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 the Union 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/her 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

Wage schedules for workers under this option will be adjusted by a formula that will provide a total of 80% of the pension contribution normally contributed to the Pension Trust Fund. This amount will be distributed to the Base Rate and Holiday/Vacation Rate as per the established distribution method. [e.g.: Industrial Pension adjustment $\$5.50 \times 80\% = \4.40 added to pensioner gross rate; Commercial/Institutional Pension adjustment $\$4.50 \times 80\% = \3.60 added to pensioner gross rate].

The Pension contribution attributed to Pensioners and the Employer's payroll burdens will equal the amount normally contributed to pension.

- (a) The obligation of each Employer under the Trust Fund and Plan is limited to:
 - (1) paying the amount the Employer is required to contribute to the Plan in accordance with the Collective Agreement within 15 days of the end of each monthly reporting period;
 - (2) 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;
 - (3) providing the Trustees with such information as is needed to determine eligibility for benefits of a Member of the Plan.
- (b) Benefits shall be determined on the basis that the contributions required to be made by Employers under the applicable Collective Agreement are sufficient, based on the estimates last made by the Actuary, to pay the expected cost of the benefits, the expected cost of the administration and the payments which are required to amortize the experience deficiency over the period specified in the Employment Pension Plans Act.

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

- 19.02** 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 Joint Board of Trustees of the Alberta Sheet Metal Workers' Retirement Trust Fund.
- 19.03** Employees, when hired, shall be required to sign the necessary enrollment card required for eligibility and participation in the Plan.
- 19.04** The contributions made pursuant to this Article shall be forwarded to the Office of the Administrator, The Alberta Sheet Metal Workers' Retirement Trust Fund, in the manner and format approved by the Trustees, prior to the fifteenth day of the calendar month following the period for which the contributions are being reported.
- 19.05** Employers shall complete and forward with the contributions the reporting forms required by The Alberta Sheet Metal Workers' Retirement Trust Fund.
- 19.06** An annual report including the audited financial statements is to be provided to the Parties to this Collective Agreement upon request to the Administrator.
- 19.07** The liability of any Employer to the Retirement Trust Fund or any beneficiary or proposed beneficiary of the Plan shall be limited to his/her obligation to pay the amounts stated in this Agreement at the times and the manner stated.
- 19.08** **Clause 18.08** shall also be applicable to the Retirement Trust Fund.

ARTICLE TWENTY - BENEVOLENT/PROMOTIONAL FUND AND TRAINING FUND

Benevolent/Promotional Fund

- 20.01** The Employer agrees to contribute the amount shown in **Article 9 - Wage Schedules**, on hours worked, to the Union 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 interest of the contributing Employer.

- 20.02** The contributions made pursuant to **Clause 20.01** shall be forwarded to the Union Benevolent/Promotional Fund, in the manner and format approved by Union, prior to the fifteenth day of the calendar month following the period for which the contributions are being reported.
- 20.03** Employers shall complete and forward with the contributions the reporting forms required by the Union Benevolent/Promotional Fund.
- 20.04** In any event, no payments shall be made from the Union Benevolent/Promotional Fund that will contravene s.148.1 of the Alberta Labour Relations Code.

Training Fund

- 20.05** The Employer agrees to contribute the amount shown in **Article 9 - Wage Schedules**, on hours worked, to the Union Training Fund.

This fund shall be used to provide:

- (a)** training and upgrading for workers such as OSSA Orientation, OSSA fall protection or equivalent, rigging, elevated work platform or equivalent, 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.
- 20.06** The contributions made pursuant to **Clause 20.05** shall be forwarded to the Union Benevolent/Promotional Fund, in the manner and format approved by the Union, prior to the fifteenth 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.
- 20.07** Employers shall complete and forward with the contributions the reporting forms required by the Union Benevolent/Promotional Fund.
- 20.08** 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 ONE - EMPLOYER ASSOCIATION FUND

- 21.01** The amounts specified in **Clause 21.03(a)** 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.

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

21.03 The Employer shall complete and forward, with the contributions, the reporting forms as required.

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

The rate of dues levied by the Association as of the effective date of this Collective Agreement shall be 7¢ per hour for each and every hour worked by Employees of the Employer that are affected by Construction Registration Certificate No. 18 and by this Collective Agreement. This amount may be amended from time to time, and notice to the Employer of an amendment shall be sufficient to amend this obligation.

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

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

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

ARTICLE TWENTY TWO – GRIEVANCE PROCEDURE

- 22.01** Any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement, or any question as to whether any difference is arbitrable arises between the Employer and an Employee of the Union shall be dealt with as follows without stoppage of work or refusal to perform work. Time limits specified within **Article 22** may only be extended by mutual agreement between the Union and the Employer.
- 22.02** The person or party who feels there is a difference shall meet and discuss with the other party the difference, within 10 working days of the occurrence or first awareness of the difference and endeavor to resolve the difference.
- 22.03** If the difference remains unresolved at the end of the above mentioned 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 the Union, if not already involved and the Employer may refer the matter to his/her authorized bargaining representative.

Pre-Arbitration Process

- (a) 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.
- (b) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration commencing with **Clause 22.03(e)** within 10 days [excluding Saturdays, Sundays, and Statutory Holidays] of such notice being served.
- (c) 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.
- (d) 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 3 days [excluding Saturdays, Sundays, and Statutory Holidays] of the date the hearing was held.
- (e) Each of the parties shall advise the other, within 5 days [of receipt of the recommendation] [excluding Saturdays, Sundays, and Statutory Holidays], as to whether they accept or reject the recommendation.

- (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within 10 days [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.
- (g) 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 **Clause 22.03(e)** within 10 days [excluding Saturdays, Sundays, and Statutory Holidays] of receipt of the JGP recommendations.
- (h) No lawyers shall be permitted to participate in the JGP proceedings.

22.04 If the difference continues to remain unresolved, the unsatisfied party shall, within 10 working days following the expiry of the 10 working days, as indicated in **Clause 22.02** 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.

22.05 The recipient of the notice shall, within 5 working days of receipt of the notice, inform the other party of its appointee to the Arbitration Board. The 2 appointees shall, within 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 2 Arbitration Board appointees fail to agree upon or appoint a chairman, within the time limit, the 2 appointees shall, immediately upon the expiry of the time limit, request the Minister of Labour to appoint a chairman to the Arbitration Board.

22.06 The Arbitration Board shall meet within 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 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.

22.07 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.

- 22.08**
- (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 \$300.00 per day for each nominee.

- (c) Notwithstanding **Clause 22.08(b)** above, the Arbitrator or Arbitration Board may exercise his/their discretion in an appropriate case to rule that the cost of the Arbitration Board or Arbitrator is shared equally.

22.09 Jurisdictional Disputes which arise shall not be processed through the Grievance Procedure, but shall be settled in accordance with **Article 4**.

22.10 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 30 calendar days of the date at which funds should have been contributed.

22.11 In the case of a dispute involving the failure of an Employer to remit in a timely fashion the full amounts required by **Article 21**, the Association may directly pursue such failure to comply with this Collective Agreement. The Association may, in its own name, file a grievance against such an Employer. Such a grievance may be referred by the Association to an Arbitration Board without being processed through any intervening steps other than written notice in reference to Arbitration for the purpose of such a grievance. The Parties to the Grievance for the purposes of appointment to the Arbitration Board shall be the Association and the subject Employer.

ARTICLE TWENTY THREE – REGIONAL JOINT ADJUSTMENT BOARD

23.01 A Joint Adjustment Board as established in each regional area shall consist of 3 regular representatives of the Union and 3 regular representatives of the Employers.

23.02 The Joint Adjustment Board shall meet twice a year or more often as circumstances warrant.

23.03 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.

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

23.05 1 representative of the Union and 1 representative of the Employers from each Region shall be appointed to meet on matters of general technical concern and matters of benefit to the Industry on a provincial basis. Decisions and recommendations arising from any Provincial meeting must be discussed and approved, amended, or revised at the next Joint Adjustment Board meeting.

ARTICLE TWENTY FOUR – CONSTRUCTION PROJECTS

Industrial Construction

24.01 Industrial Construction shall mean all construction work that is within the work jurisdiction of the Union in respect to the following types of facilities:

- Breweries and distilleries;
- Electrical Power Generation;
- The Development of Mining and Smelting Properties;
- The Development of Oil Sands Properties;
- Oil Refineries, Upgraders and all form of hydro carbon production, extraction or processing;
- The Development of Chemical Plants from any and all forms of feed stocks or other sources;
- Pulp, Paper or Timber/Wood processing mills or sawmills;
- Toxic Waste Disposal Systems;
- Production and Processing Plants for Natural Gas, LPG, Oxygen, Carbon Dioxide or any other manufactured gases;
- Base/Precious/Other Metal Production Plants or upgraders of any and all kinds;
- Pumping stations and compressor stations;
- Cement, Lime and Gypsum Plants;
- Fiberglass Plants.

Commercial/Institutional Construction

24.02 Commercial/Institutional Construction shall mean all other construction work not specifically covered by the definition in **Clause 24.01** above that is within the jurisdiction of the Union.

24.03 Notwithstanding the definitions in **Clause 24.01 and 24.02** above, an Employer, expecting to be tendering Industrial work against "open" shop competition, may tender the work using commercial/institutional rates, terms and conditions.

Notwithstanding the definition in **Clause 24.02** above, work on Industrial sites as listed in **Clause 24.01** 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 the Union or his/her designate and advise him of the circumstances with respect to the work being tendered.

The Employers' Bargaining Representatives and the Business Manager of the Union shall endeavor to decide as to whether the work should be tendered using Industrial terms and conditions or commercial/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/institutional terms and conditions shall be required to tender the work in question using Industrial terms and conditions.

24.04 "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 Association of the minimum journeyman base rate necessary to be competitive in the tendering of the identified project. In the event only one such Employer so contacts the Association respecting the project identified, the Association shall advise the Union 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 1 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 the Union 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 TWENTY FIVE – CANADIAN FORCES RESERVES

25.01 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 12, 2010.

ARTICLE TWENTY SIX – DRUG AND ALCOHOL POLICY

26.01 Concurrency

Except for the matters set out in **Clause** 26.02 and 26.03 below, the *Canadian Model* dated October 8, 2014 Version 5.0 [the “*Canadian Model*”], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

26.02 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.

26.03 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* 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.

26.04 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.

26.05 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*.

26.06 Risk Assessment (POCT)

If an Employer requests a worker to participate in a POCT risk assessment pursuant to 4.8.5 of the *Canadian Model v 5.0*, and the worker provides the urine sample, and the laboratory drug test result is negative, the worker shall be paid for any time the worker would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the worker's conduct in respect to the incident or reasons for the test request. If the worker declines to provide the sample for the POCT risk assessment and the laboratory drug result is negative, the worker shall not be entitled to any pay for time the worker would have otherwise worked while waiting for the laboratory result.

26.07 Collection Site Documentation

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

ARTICLE TWENTY SEVEN - SAVINGS CLAUSE

27.01 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 TWENTY EIGHT – TERMS OF AGREEMENT

28.01 The Agreement shall be in full force and effect from May 1, 2015, up to and including April 30, 2019, and thereafter it shall be renewed from year to year unless notice for change is given as set forth below.

Should either party wish to change this Agreement they shall give notice of such desire to the other party not less than 60 days or more than 120 days prior to April 30, 2019, or any subsequent anniversary date. Notice shall be given in writing to either party.

When notice to negotiate has been given by either party, this Agreement shall continue in full force and effect during any period of negotiations until termination. This Agreement shall terminate upon the following event(s):

- (a) legal strike; or
- (b) legal lockout; or
- (c) the mutual agreement of the Parties.

It is mutually agreed by both the Employer 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 May 1, 2019 should changes be desired by either party.

This Agreement Signed this _30th_____ day of ___April_____, 2015

by and between

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

ORIGINAL SIGNATURE ON FILE

per _____
Neil Tidsbury, President

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

ORIGINAL SIGNATURE ON FILE

per _____
Douglas Worobetz, Business Manager
And Financial Secretary/Treasurer

ORIGINAL SIGNATURE ON FILE

per _____
Steve Satter, Vice President

LETTER OF UNDERSTANDING

by and between

**Construction Labour Relations – An Alberta Association
Sheet Metal (Provincial) Trade Division (the “Trade Division”)**

and

**Sheet Metal Workers’ International Association Local 8, Edmonton, Alberta (the “Union”)
pursuant to Registration Certificate Number No. 18**

SPECIAL PROJECT NEEDS

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

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

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

Now Therefore It Is Agreed As Follows:

1. A SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
2. An Owner is an organization developing an Industrial Construction project in Alberta.
3. An Employer shall be a General Contractor on the date of application bound by at least four 4 Registration Collective Agreements.
4. The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.
5. An Owner, a Employer or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers’ Organizations (the “Coordinating Committee”) and shall specify the location of the project and the scope of the work to be performed.
6. If the project gate is beyond daily commuting distance (beyond 125 kilometer of the city centre of either Calgary or Edmonton) the SPNA for the project shall be in the form attached as Template A.
7. If the project gate is within daily commuting distance (within 125 kilometer of the city centre of either Calgary, or Edmonton or within 45 kilometer of the city centre of Red Deer) the SPNA for the project shall be in the form attached as Template B.

8. Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
9. Either Party to this Collective Agreement, who challenges that an applicant owner or Employer meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.
10. Upon the filing of a grievance under **Article 22**, 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.
11. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the thirty-first day after the SPNA is received from the Chair of the Coordinating Committee.
12. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.
13. Special project needs may also be addressed by the Parties, on their own or in concert with others, by agreement.
14. This Letter of Understanding shall be attached to and be part of the Collective Agreement between the Parties hereto.

This Agreement Signed this __30th__ day of __April_____, 2015

by and between

For the Association:

For the Union:

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

per _____
Neil Tidsbury, President

per _____
Douglas Worobetz, Business Manager
And Financial Secretary/Treasurer

ORIGINAL SIGNATURE ON FILE

per _____
Steve Satter, Vice President

LETTER OF UNDERSTANDING

by and between

**Construction Labour Relations – An Alberta Association
Sheet Metal (Provincial) Trade Division (the “Trade Division”)**

and

**Sheet Metal Workers’ International Association Local 8, Edmonton, Alberta (the “Union”)
pursuant to Registration Certificate Number No. 18**

RAPID SITE ACCESS PROGRAM

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2015 through April 30, 2019 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 **(2)** and **(3)** 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 **(1)** 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 **(2)** 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 Association 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 the Association. These contributions shall be used by the Association 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 _30th____ day of _____April_____, 2015

by and between

For the Association:

For the Union:

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

per _____
Neil Tidsbury, President

per _____
Douglas Worobetz, Business Manager
And Financial Secretary/Treasurer

ORIGINAL SIGNATURE ON FILE

per _____
Steve Satter, Vice President

LETTER OF UNDERSTANDING

by and between

**Construction Labour Relations – An Alberta Association
Sheet Metal (Provincial) Trade Division (the “Trade Division”)**

and

**Sheet Metal Workers’ International Association Local 8, Edmonton, Alberta (the “Union”)
pursuant to Registration Certificate Number No. 18**

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 Employer 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 an Employer only if they are in respect to a current Employee, one that has contravened Article 3 of the Canadian Model 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 __30th__ day of _____April_____, 2015

by and between

For the Association:

ORIGINAL SIGNATURE ON FILE

per _____
Neil Tidsbury, President

For the Union:

ORIGINAL SIGNATURE ON FILE

per _____
Douglas Worobetz, Business Manager
And Financial Secretary/Treasurer

ORIGINAL SIGNATURE ON FILE

per _____
Steve Satter, Vice President

LETTER OF UNDERSTANDING

by and between

**Construction Labour Relations – An Alberta Association
Sheet Metal (Provincial) Trade Division (the “Trade Division”)**

and

**Sheet Metal Workers’ International Association Local 8, Edmonton, Alberta (the “Union”)
pursuant to Registration Certificate Number No. 18**

WAGE DETERMINATION

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 18, which shall remain in effect from May 1, 2015 (or the first Sunday after ratification, whichever is the latter), to April 30, 2019 as set out in the said Collective Agreement, 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 average percentage change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of a calculation. The Index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm>.
- (b) **“Oil Price”** shall be the average of the daily prices posted for West Texas Intermediate Oil, in current \$US, over the months of December through February for a May adjustment calculation, and over the months of June through August for a November calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>.
- (c) **“Group 4 Average Wage”** shall, with reference to the Consolidation Order issued in respect to the 2015 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Ironworkers – Structural, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month of April prior to a calculation.
- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.
- (e) A wage adjustment shall not be less than zero.

2. Calculations for Industrial Work

- (a) There will be no adjustment to wages on the effective date of the agreement.
- (b) The wage adjustment for November, to be calculated in the first week of September, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by the Journeyperson gross wage rate stipulated in the Collective Agreement effective April 1 of the year of the adjustment.
 - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by the Journeyperson gross wage rate stipulated in the Collective Agreement effective April 1 of the year of the adjustment.
 - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by the Journeyperson gross wage rate stipulated in the Collective Agreement effective April 1 of the year of the adjustment.
- (c) The wage adjustment for May, to be calculated in the first week of March, shall be:
 - (i) If “Oil Price” is less than \$65, zero.
 - (ii) If “Oil Price” is \$65 or greater, but less than \$85, one half of CPI Change multiplied by Group 4 Average Wage.
 - (iii) If “Oil Price” is \$85 or greater, but less than \$105, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
 - (iv) If “Oil Price” is \$105 or greater, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.
- (e) In the event the above calculations do not result in an increase in 2015 and 2016, the Framework Bargaining Committee shall reconvene discussions in the first week of September, 2016.

3. Calculations for Commercial/Institutional Work

- (a) The Commercial/Institutional Journeyman gross rate will be adjusted by the same percentage (%) adjustment applicable to the Industrial Journeyman gross rate.
- (b) Any wage adjustment as calculated by the wage determination formula would be applied in May each year of the agreement. If a wage adjustment is calculated for November in any year of the agreement for Industrial, that adjustment will be carried forward to the following May and combined with the May wage adjustment. There will be no retroactive wage adjustment applied to the November calculation for the Commercial/Institutional sector.
- (c) The wage adjustment calculation will apply to the Journeyman gross rate as stipulated above. The wage adjustments for other classifications in the collective agreement will be distributed as per the wage schedule.
- (d) In no case shall the total of the May wage adjustment in each year exceed 3%.

4. Wage Schedules

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

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.

All of which is Agreed the __30th__ day of _____April_____, 2015, and signed on behalf of the Parties:

by and between

For the Association:

ORIGINAL SIGNATURE ON FILE

per _____
Neil Tidsbury, President

For the Union:

ORIGINAL SIGNATURE ON FILE

per _____
Douglas Worobetz, Business Manager
And Financial Secretary/Treasurer

ORIGINAL SIGNATURE ON FILE

per _____
Steve Satter, Vice President

LETTER OF UNDERSTANDING

by and between

**Construction Labour Relations – An Alberta Association
Sheet Metal (Provincial) Trade Division (the “Trade Division”)**

and

**Sheet Metal Workers’ International Association Local 8, Edmonton, Alberta (the “Union”)
pursuant to Registration Certificate Number No. 18**

BLENDED RATES

The Parties agree that an Employer may utilize a blended rate respecting all projects enabled under **Clause 24.04**, along with all projects for which the full commercial/institutional rates are being utilized. The blended rate shall be subject to the approval of the Business Manager of the Union, the Employer, and the Association Labour Relations Representative for the Trade Division.

This Letter of Understanding shall be attached to and form part of the 2015-2019 Collective Agreement entered into between the parties pursuant to Registration Certificate No. 18.

This Agreement Signed this 30th day of April, 2015

by and between

For the Association:

For the Union:

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

per _____
Neil Tidsbury, President

per _____
Douglas Worobetz, Business Manager
And Financial Secretary/Treasurer

ORIGINAL SIGNATURE ON FILE

per _____
Steve Satter, Vice President

LETTER OF UNDERSTANDING

by and between

**Construction Labour Relations – An Alberta Association
Sheet Metal (Provincial) Trade Division (the “Trade Division”)
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pursuant to Registration Certificate Number No. 18**

SMWIA CODE OF EXCELLENCE

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from May 1, 2015 through April 30, 2019 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, and 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 __30th__ day of ____April_____, 2015

by and between

For the Association:

For the Union:

ORIGINAL SIGNATURE ON FILE

ORIGINAL SIGNATURE ON FILE

per _____
Neil Tidsbury, President

per _____
Douglas Worobetz, Business Manager
And Financial Secretary/Treasurer

ORIGINAL SIGNATURE ON FILE

per _____
Steve Satter, Vice President