

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CHEMCO-TELECON INFRASTRUCTURE GROUP INC.**

**AND**

**LOCAL UNION 424  
OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**EFFECTIVE: June 17, 2020**

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## **COLLECTIVE LABOUR AGREEMENT**

**BETWEEN:**

**CHEMCO-TELECON INFRASTRUCTURE GROUP INC.**

**of Nisku, Alberta**

**(Hereinafter referred to as the "EMPLOYER")**

**AND:**

**LOCAL UNION 424**

**OF THE**

**INTERNATIONAL BROTHERHOOD OF**

**ELECTRICAL WORKERS of Edmonton, Alberta**

**(Hereinafter referred to as the "UNION")**

### **PURPOSE:**

The Parties hereto do enter into and establish the following wage schedules and conditions of employment for the purpose of maintaining harmonious relations and establishing stable conditions of employment and providing financial and personal relations mutually beneficial to the Parties.

This Collective Bargaining Agreement shall be binding upon the Union and the Employer, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Collective Bargaining Agreement, the Employer shall require the transferee to assume and adopt the terms and conditions of this Collective Bargaining Agreement and to continue to recognize the Union as the sole bargaining agent for the Employees covered by this Collective Bargaining Agreement.

### **SCOPE OF AGREEMENT**

The Employer recognizes Local Union 424 of the International Brotherhood of Electrical Workers, as the sole Collective Bargaining Agent on behalf of the Employees hired by Chemco-Telecon Infrastructure Group Inc. for all Employees employed in the installation, repair, maintenance and upgrading of communication systems as defined in the Alberta Communication Technician Trade Regulation work when performed within the Province of Alberta and in the District of Mackenzie in the N.W.T.

The Employer agrees that there shall be no discrimination or intimidation by its supervisors, managers or other agents of the Employer against any Employee solely because of the Employee's membership in the Union, or solely by virtue of holding office in the Union.

The Union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the Union will discriminate against or intimidate Employees of the Employer.

## **GEOGRAPHIC JURISDICTION**

### **International Brotherhood of Electrical Workers**

It is understood that the geographic jurisdiction of the Local Union is not subject to negotiation, but is established solely within the IBEW. The present jurisdiction of the Local Union is as listed:

#### **IBEW Local Union 424**

Work performed within the Province of Alberta and in the District of MacKenzie in the Northwest Territories.

## **ARTICLE ONE - EFFECTIVE DATES**

- 1.01 This Agreement shall be in full force and effect as of June 17, 2020 and continue in full force and effect until June 17, 2023 and from year to year thereafter except as hereinafter provided.
- 1.02 Either Party desiring to amend this Agreement or to commence Collective Bargaining may do so in writing to the other Party, not less than Sixty (60) days, or not more than One-hundred and Twenty (120) days prior to the expiry date of this Agreement. However, changes can be made at any time by mutual consent.
- 1.03 If notice to negotiate has been given by either Party, this Agreement shall remain in full force and effect up to the date that the Union or the Employer commences a strike or lock-out.
- 1.04 Any reference to the masculine gender within this Agreement shall be deemed to apply equally to the feminine gender.
- 1.05 Should any Article, any provision, or any part of the Agreement be void by reason of being contrary to the Law, the remainder of this Agreement shall not be affected thereby.

## **ARTICLE TWO - GRIEVANCE PROCEDURE**

- 2.01 During the life of this Agreement, there shall be no stoppage of work either by strike or lockout because of any dispute over matters relating to the interpretation, application, or any provision of this Agreement, and all such disputes shall be handled as provided for in this Agreement, and in the event of any breach of this clause occurring, the Party responsible therefore may be assessed damages in any grievance filed with respect thereto.
- 2.02 For the purpose of this Agreement, a grievance is defined as any difference between the Parties concerning the interpretation, application or alleged violation thereof, and shall be handled as provided herein, without stoppage of work or refusal to perform work.
- 2.03 It is agreed that the maintenance of harmonious relations between the Parties requires the prompt filing and disposition of grievances. Any alleged grievance to be considered under the grievance procedure shall be presented to the other Party within Ten (10) working days of the occurrence.  
  
When a grievance has been alleged, both Parties agree to work co-operatively with each other, including the sharing of all relative facts and statements that would be required to establish the merits of any alleged grievance.
- 2.04 The time limits specified in the grievance procedure shall not include Saturdays, Sundays, and General Holidays. The time limits may be extended by written consent of both Parties. Such consent shall not be unduly withheld.
- 2.05 If an Employee has an alleged grievance, he should report his grievance in the manner provided herein, pending an investigation and possible settlement.

- 2.06 a) An Employee who has a complaint or an alleged grievance may discuss the said grievance with the Shop Steward, where appointed, and the Employer or the Employer's representative. If the complaint or alleged grievance is not settled within Five (5) working days of the occurrence, it may be referred to the Union Business Representative.
- b) If the Union Business Representative is unable to resolve the grievance within Ten (10) working days of the occurrence, it may be filed in writing to the Employer and ECAA Labour Relations Committee, and shall set out the following:
- (i) A copy of the grievance signed by the Employee. In the event a single grievance is being filed on behalf of a group of Fifteen (15) or more Employees, a list of names for whom the grievance is being filed will be attached to the grievance but the individual signatures of each Employee will not be required.
  - (ii) The Article and/or sections of the Agreement infringed upon or claimed to have been violated.
  - (iii) The remedy or correction the Employer is required to make.
- Copies of all grievances filed with the Employer shall be forwarded to the ECAA Labour Relations Committee by the Employer and the Union.
- c) The Employer shall deal with the grievance and shall deliver his decision, in writing, not later than Five (5) working days after he receives the grievance. If the grievance is not settled it may, within Five (5) working days, be referred to a Joint Grievance Committee.
- d) The Joint Grievance Committee shall consist of Two (2) representatives appointed by the Employer or by the ECAA Labour Relations Committee and Two (2) representatives appointed by the Union. Individuals presenting the grievance, the grievor and/or the grievee shall not sit as representatives on the Joint Grievance Committee.
- e) Either Party may request, in writing, to appoint an independent Chairman to the Joint Grievance Committee. the Two (2) parties shall bear equally the expenses of the Chairman. Both parties shall mutually agree upon the selection of the independent chair. If the two parties fail to mutually agree on the selection of the Chairman either Party may refer the grievance directly to arbitration.
- The Joint Grievance Committee is not Arbitration and Arbitration procedures do not apply. The grievance should be decided the same day as the hearing, prior to the Committee disbanding. The decision shall be written up and signed by Committee members and Chair within Ten (10) days. The decision shall be based on the facts presented at the hearing, and after adequate deliberation and determined by a secret ballot vote by Committee members and Chair.
- f) The Joint Grievance Committee, unless previously appointed, shall be appointed within Ten (10) working days of the referral of any grievance. When the Joint Grievance Committee has been appointed it shall meet to consider the grievance not later than Ten (10) working days after its appointment or referral of the grievance. Failure to appoint a Joint Grievance Committee, without a written request for an extension to the time limits, shall allow the grievor Party to refer the grievance directly to arbitration. An extension shall not exceed Ten (10) working days.
- g) The Joint Grievance Committee shall render its decision, in writing, not exceeding Ten (10) working days after it has met to consider the grievance. The Grievance shall be deemed settled if the Joint Grievance Committee reaches a majority decision, and that decision shall be binding on all parties.

The Joint Grievance Committee shall make its decision based on the evidence presented. The appointee's to the Joint Grievance Committee shall only deliberate and caucus as a Committee.

- h) If the grievance is not settled by the Joint Grievance Committee, it may be referred to arbitration within Ten (10) working days following the conclusion of the hearing by the Joint Grievance Committee.
  - i) If the Employer or the Union has a grievance, the same may be referred to a Joint Grievance Committee within Thirty (30) working days of either of the parties having knowledge of the infraction, or by mutual consent, be referred directly to arbitration.
  - j) If the grieved Party fails to advance his grievance within the time limits set out in this Article, the grievance shall be abandoned.
  - k) If the grievor exceeds the time limits set out in this Article, the grievor is free to proceed to the next step of the grievance procedure herein.
- 2.07 a) The arbitration proceeding shall be in accordance with the provisions of the Labour Relations Code, as amended from time to time.
- b) In the case of grievance for discharge, suspension, or other actions of discipline, such grievance may be settled by the Arbitrator by confirming the Employer's decision in discharging, suspending, or disciplining the Employee, or by reinstating the Employee with full or partial compensation for time lost, or by other arrangement which is just and equitable in the opinion of the Arbitrator.
- 2.08 Notwithstanding these grievance procedures, it is understood that the Trustees of Article 11 shall be empowered to proceed directly to arbitration or take whatever action in law necessary to assure compliance with Article 11.
- 2.09 Notwithstanding the grievance procedure and the time limits contained herein, the Union shall be empowered to take whatever action in law necessary to collect unpaid wages and Union dues.
- 2.10 Notwithstanding these grievance procedures it is understood that a probationary Employee may be discharged by the Employer but said Employee will not be eligible for a discharge grievance procedure as provided for in this Agreement.

### **ARTICLE THREE - EMPLOYER RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive right of the Employer to manage and operate its business and equipment, subject to the restrictions imposed by law and provided this right is not expressly restricted by the terms of the present Agreement. Without restricting the generality of the foregoing, these rights include the right:
- a) to maintain order, discipline and to ensure the proper functioning, safety and efficiency of its operation;
  - b) to innovate change and improve work and production methods and procedures;
  - c) to establish or modify production programs;
  - d) to select, hire, lay off, promote, transfer and demote;
  - e) to make and amend rules and regulations, and to apply them equally to all Employees, to suspend, to demote, discharge or otherwise discipline Employees for just cause.
  - f) to arrange and schedule work, direct the work force which rights will include the right to classify and to determine the identity of the Employer's personnel to whom work shall be assigned.

- g) **Probationary Period** – defined as Three (3) months from the date of hire, unless an extension is required by Chemco-Telecon Infrastructure Group Inc. (Management). Upon any extension to probation, the Union will be notified.

- 3.02 The Employer and the Union recognize that the nature of the security services business places a high premium on risk management. In that regard, the Union acknowledges that an increasingly large number of the Employer's customers require that the Employees working on customer sites or on other business have criminal record checks and correspondingly clean criminal records.

It is the policy that it will seek each Employee's consent to a criminal records check to be undertaken annually in order to determine that Employee's eligibility to be assigned to customers who require clean criminal records of the Employer's personnel. Any Employee who does not have a clean criminal record or who does not agree to provide such consent will not be eligible for such assignments. If there are an insufficient number of Employees, who have provided their consent for a criminal records check or who have clean criminal records, to enable the Employer to service its customers, they will retain the right to require Employees who have not provided their consent to do so in reverse order of seniority, until the service capability needs are met. Management will inform the Union when an Employee has opted not to give consent. Cost of the record check shall be reimbursed upon presentation of receipts.

- 3.03 The Employer will abide by all of the provisions and conditions of the present Agreement when exercising the aforementioned rights, subject to the grievance procedure and arbitration procedure.

#### **ARTICLE FOUR - UNION STEWARDS AND EMPLOYER REPRESENTATIVES**

- 4.01 The Employer recognizes the right of the Union to appoint steward(s) as the Union Representative for members of the bargaining unit. The steward(s) shall handle the Union business.
- 4.02 The Union's Business Manager and/or his Representatives shall have access to all jobs for inspection and safety of its members. The Union's Business Manager and/or his representative shall make a reasonable attempt to notify the Employer's Representative before entering each job site. The Employer agrees to assist the Union in any way that they are able to ensure this access is granted in a timely and efficient manner.

#### **ARTICLE FIVE - DEDUCTION OF UNION DUES**

- 5.01 As a condition of employment, all the Employees covered by this Agreement shall become and remain members of the Union in good standing and shall pay the amount of dues specified by the Union. These dues will be deducted from the Employee's month-end payroll.
- 5.02 The Employer agrees to the check-off of Union dues, any past dues owing, also Rand Formula check-off, of all Employees working within the scope of this Agreement. The Union shall certify changes in dues, in writing, to the Employer; such changes will be implemented by the Employer upon receipt of written authorization.
- 5.03 The Employer agrees to deduct monthly Union dues from every Employee covered by the terms of this Agreement and to forward the same to the Union.
- a) All dues to be paid monthly and a cheque submitted with a prescribed list attached showing the deduction. The cheque shall be payable to Local Union 424, IBEW, and received by the Local Union on or before the Fifteenth (15th) of the month following the deduction.

- 5.04 The Employer shall inform the Union immediately of all new Employees; such Employees shall make application for membership in the Union forthwith after commencement of employment. Employees shall, as a condition of employment, remain members of the Union.

All workers must have Union clearance prior to the commencement of work.

## **ARTICLE SIX - HOURS OF WORK, SHIFTS, OVERTIME AND TERMS OF PAYMENT**

- 6.01 A day shall be defined as being the period from midnight to midnight.

- a) The regular hours of work will be Eight (8) hours per day worked, Monday through Sunday between the hours of 6:00 a.m. and 6:30 p.m. The regular hours of work per week will be 44 hours over one (1) week or 88 over two (2) weeks.

A CWW arrangement may be implemented, subject to business requirements, by mutual agreement between the Employer's management and the Employees who are to participate. The regular hours of work per day will be varied to permit a CWW arrangement up to a maximum of 12 hours. The regular hours of work over a two week period will not exceed 88 hours.

For a CWW example, the regular hours of work may consist of:

- (i) 4 shifts of 9 hours and 1 shift of 8 hours in each week, or
- (ii) 8 shifts of 9 hours and 2 shifts of 8 hours over a two week period, or
- (iii) Other combinations which equal 88 regular hours over a two week period and do not exceed 12 regular hours per day.

- b) Forty Four (44) hours shall constitute a regular work week, Monday through Sunday. All other time worked shall be considered overtime and shall be paid as follows:

- (i) When an Employee is required to work in excess of the regular hours, Monday through Sunday inclusive, he shall be paid overtime at the rate of time and One-Half (1 ½) the Classification Basic Hourly Rate. When a CWW arrangement is implemented overtime would be applicable after a 44 hour over one (1) week or 88 over two (2) weeks.
- (ii) Employees working on Recognized Holidays shall be paid overtime at One and One-half (1½) times the Classification Basic Hourly Rate.
- (iii) An Employee working overtime may elect, as an alternative to being compensated in accordance with the provisions of Article 6.01 b (ii), be compensated for overtime hours worked, on one of the following basis:
  - (a) The overtime be paid at straight time rates for the overtime worked and the Employee granted time-off (V.O. time) in lieu of, the remainder of the overtime entitlement; or,
  - (b) All overtime to be banked and taken as paid time-off (V.O. time).
  - (c) Employees must use up banked overtime within 6 months of the end of the pay period in which they earned it.
  - (d) Banked hours may be utilized during periods of vacation, personal time off, employment disruption due to weather, job schedules etc. in order to maintain a consistent level of income on a weekly basis and must be taken or paid out within six months of the end of the pay period in which it was earned.



- (e) An unpaid lunch break of One-Half hour shall be allowed approximately at the midpoint of the work day. A paid work break of Ten (10) minutes shall be allowed approximately Two (2) hours after commencement of the work day and approximately Two (2) hours after any meal break. When shifts of Ten (10) or more hours are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of One half (½) hour each, paid at the applicable Basic Hourly Rate, approximately equally spaced in the shift.

#### 6.02 Shift Work

When an employer operates shifts in addition to the regular shift, the following conditions shall apply:

- a) Employees shall work at the Classification Basic Hourly Rate of pay plus One Dollar (\$1.00) differential for all shift work starting between the hours of 8:00 p.m. and 12:00 a.m. To be classified as shift work rather than overtime, such shifts must be scheduled for at least three (3) consecutive work days.

#### 6.03 Payment of Wages

- a) Wages shall be paid weekly or bi-weekly on jobs on the last regular workday (Thursday or Friday) during working hours on the job. No more than Five (5) days' pay shall be withheld. Employers shall have the option to pay by payroll cheque or to pay by direct deposit to the bank account of the Employees choice. Should an Employee, due to his inability to get a bank account, not be able to provide the Employer with their bank account number or void cheque, this shall not be considered to be a condition of employment.

When Direct Deposit is utilized it is understood that bank confirmation of the transaction will fulfill Employer payroll obligations.

All Employees shall receive a statement of all earnings and deductions with each pay and/or pay cheque, the number of overtime hours banked, the number of hours taken off with pay by the Employee and the number of banked overtime hours taken with regular pay by the Employee. At the Employers option, an electronic statement of all earnings and deductions may be utilized. Upon request from an Employee that does not have the capability to access electronic statements, a printed copy shall be issued.

- b) If the regular pay day falls on a General Holiday all pay cheques and statement of earnings and deduction shall be given to the Employee the day preceding the Holiday.
- c) Time Sheets will be submitted weekly on or before noon on Monday. Should changes to the time sheets be required the Employee will be notified in a timely manner.

#### 6.04 On Termination of Employment:

- a)
  - (i) Pay cheques, record of employment, vacation pay and General Holiday pay, shall be given to the Employee at the time of layoff by the Employer. With Union approval the Employer will arrange for delivery, by express post or other traceable means, the above to the Employee or to the Employee's mailing address within the next regular pay cycle of layoff. In the case where an Employer has not established a pay office on the jobsite, payment may be mailed by express post within the next regular pay cycle.

- (ii) Pay cheques, record of employment, vacation pay and General Holiday pay, shall be given or mailed by express post to the Employee's mailing address upon discharge, or voluntary termination of employment within the next regular pay cycle following the day of termination. The end of the day is midnight for purposes of this clause.
  - (iii) Notwithstanding 6.04 a) (i) and (ii) above if the Employer has already established payroll by direct deposit, final pay, records of employment, vacation pay and general holiday must be issued on, or before the payday to which the Employer would have been required to issue this pay had the termination of employment not occurred.
  - (iv) When Direct Deposit is utilized it is understood that bank confirmation of the transaction will fulfill Employer payroll obligations.
  - (v) If the use of electronic statements of all earnings and deductions has already been established, confirmation of the electronic issuance of the final statement of all earnings and deductions and record of employment will fulfill the Employer's payroll obligations. Upon request, a record of employment will be issued.
- 6.05 The apprenticeship record, if not in the possession of the Employer at the time of termination, shall be forwarded, upon receipt, without delay to the Employees last known address.
- 6.06 Lay-Off Procedure
- a) Employees laid-off will be individually notified as soon as possible.
  - b) If an Employee believes he has been discharged without just cause, his discharge can be treated as a grievance according to the provisions of the Collective Agreement.

## ARTICLE SEVEN – GENERAL HOLIDAY PAY & VACATION PAY

- 7.01 a) The following shall be paid General Holidays:
- |                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labour Day       |
| Family Day (February) | Thanksgiving Day |
| Good Friday           | Remembrance Day  |
| Victoria Day          | Christmas Day    |
| Dominion Day          | Boxing Day       |
| Civic Day (August)    |                  |
- b) Should the Holiday fall on payday, all pay cheques and statements of earnings and deductions shall be made available the day prior to the Holiday.
  - c) Work shall not normally be performed on Labour day.
  - d) Should any additional holiday be declared by a government (the Federal or the Alberta Provincial Government) which has the jurisdiction to declare a General Holiday, then that holiday will be added to the list of holidays that will be observed.
- 7.02 General Holiday Pay shall be Four Percent (4%) of the Employee's total gross wages, and shall be paid each pay period with the Employee's regular pay. Such total gross wages shall be deemed to include straight time hours and overtime hours.
- 7.03 Vacation Pay shall be Six Percent (6%) of the Employee's total gross wages, and shall be paid each pay period with the Employee's regular pay. Such total gross wages shall be deemed to include straight time hours, overtime hours, premium time hours and travel time hours.

- 7.04 All Employees with reasonable notice may request time off for vacation. Subject to operational requirements, requests for vacation time off will not be unreasonably denied. Employees may elect to use banked overtime hours to be compensated during vacation periods.

## **ARTICLE EIGHT - TRANSPORTATION, EXPENSES AND ACCOMMODATION**

### **8.01 DAILY TRAVEL, ACCOMMODATION, ROOM & BOARD**

The following conditions will apply on jobs within the cities in the Province of Alberta and on jobs from which Employees commute daily from accommodation provided or paid for by the Employer.

- a) A Seventy Five (75) kilometer radius Free Zone from the center of the cities of Alberta, or around any place in which Employees are temporarily domiciled by the Employer shall be established. No transportation, travel time or travel allowance shall be applicable within the Free Zone.
- b) On jobs outside the Free Zone when Employees travel daily to and from the job, the Employer shall address transportation, travel time and accommodations on an as required basis.
- c) Resident Members of the Union employed on projects within the Province of Alberta on job locations within a 75 kilometer radius of their residence shall not receive accommodation, per diem, travel time, travel allowance or transportation.

## **ARTICLE NINE – TOOLS AND EQUIPMENT**

- 9.01 a) The Employer shall supply all power tools, instruments and other tools, including appropriate toolboxes for the storage of such tools. Every Employee in charge shall be responsible for seeing all tools on the job are locked up on cessation of work each day. All tools lost or broken must be reported to the Employer within Twenty Four (24) hours.
- b) The Employer shall provide lock-fast facilities for storage of personal tools normally used by Employees in the process of their work when such tools are not in use.

9.02 Employees will be held responsible for tools, special and/or protective clothing, and safety apparatus or gear supplied to them by the Employer.

9.03 Employees are to supply tools as per the Tool List. Such tools are subject to verification by the Employer upon employment during regular working hours in the presence of the Employee.

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

- a) 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.
- b) 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.

9.04 The Employee's personal tools shall be in good condition when he hires on to a job and they shall be maintained and kept in good condition.

9.05 The Employer shall replace Employee's personal tools when:

- a) Such tools are destroyed by fire on the Employer's premises or in a storage place designated by the Employer.

- b) Such tools are lost through theft by forced entry of a designated storage place.
- c) In the course of an Employee's work assignment such tools are damaged beyond repair, provided the Employee satisfies his Employer the damage was not intentional or caused by the Employee's failure to exercise due care and attention. Normal wear shall not constitute damage.

#### 9.06 TOOL LIST

List of tools to be supplied by Journeymen and Apprentices if requested by the Employer. Employer may reduce list of tools required based on scope of work.

- 1 Hammer
- 1 Hacksaw Frame
- 1 10" Level
- 1 3/4" x 16' Measuring Tape
- 1 1/4" Flat Blade Screwdriver
- 1 3/8" Flat Blade Screwdriver
- 1 Phillips Screwdriver
- 1 Socket Screwdriver No. 6
- 1 Socket Screwdriver No. 8
- 1 Socket Screwdriver No. 10
- 1 6" Adjustable Wrench
- 1 10" Water Pump Pliers
- 1 8" Linemen's Pliers
- 1 Diagonal Cutting Pliers
- 1 Needle Nose Pliers
- 1 Knife
- 1 Tool Box
- 1 Klein electricians scissors/cable knife combo c/w pouch P/N 46037 or equivalent
- 1 Klein combination 7/16" & 3/8" can wrench P/N 68005 or equivalent
- 1 Xcelite 5" flush cut diagonal pliers P/N 170M or equivalent
- 1 Canvas or Cordura nose bag with tool slots inside & out for tool placement Klein P/N 51525 or equivalent

- 9.07 The Employer shall provide the following to All Employees on an as required basis (to be returned when the Employee leaves):

- Safety glasses and flash glasses (non-prescription)
- Hearing protection
- Respirator
- Hard Hat
- Voltage detector/sniffer
- Appropriate work gloves

- 9.08 The Employer will provide all special equipment and protective devices and adequately fitting clothing as required by the Alberta Safety Codes Act and Occupational Health and Safety Act, pursuant to all regulations established there under. For female Employees, the Employer will provide safety equipment (harnesses) suited for females. Employer shall provide:

- a) Adequately fitting protective clothing where acids, chemicals, grease, dust or fibers prevail.
- b) Cleaning of protective clothing before re-issue.
- c) Fire retardant coveralls will be provided where required.

All such protective clothing and equipment shall be returned by the Employee when no longer required, or upon termination of employment.

**ARTICLE TEN - WAGE SCHEDULE****ARTICLE TEN- WAGES AND BENEFIT SCHEDULES****10.01 EFFECTIVE June 17, 2020  
STRAIGHT TIME**

Classification	Basic Hourly Rate %	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Gross Hourly Pay
GEN. FOREMAN	125	43.13	4.313	2.00	49.44
FOREMAN	117	40.37	4.037	2.00	46.41
SUB-FOREMAN	108	37.26	3.726	2.00	42.99
LEAD CERTIFIED COMMUNICATION TECHNICIAN	100	34.50	3.450	2.00	39.95
CERTIFIED COMMUNICATION TECHNICIAN	95	32.78	3.278	2.00	38.06
UNCERTIFIED LEVEL A COMMUNICATION TECHNICIAN	90	31.05	3.105	2.00	36.16
UNCERTIFIED LEVEL B COMMUNICATION TECHNICIAN	85	29.33	2.933	2.00	34.26
4TH YEAR APPRENTICE	75	25.88	2.588	2.00	30.47
SHALLOW UTILITY WORKER LEVEL A	70	24.15	2.415	2.00	28.57
SHALLOW UTILITY WORKER LEVEL B	65	22.43	2.243	2.00	26.67
3RD YEAR APPRENTICE	60	20.70	2.070	2.00	24.77
2ND YEAR APPRENTICE	50	17.25	1.725	2.00	20.98
1ST YEAR APPRENTICE	45	15.53	1.553	2.00	19.08

Includes Certified and Uncertified Communication Technician  
 Union Dues (Article 5.02)  
 RRSP Plan (Article 11.02)  
 ECAA Industry Fund - \$0.12/ regular hour worked (Article 11.03)

**ARTICLE TEN- WAGES AND BENEFIT SCHEDULES****10.02 EFFECTIVE June 17, 2020****WHEN OVERTIME IS WORKED AT 1 1/2 TIMES THE HOURLY RATE**

Classification	Basic Hourly Rate %	Basic Hourly Rate \$	10% Vacation & General Holiday Pay	Insurance Benefit Trust Fund	Gross Hourly Pay
GEN. FOREMAN	125	64.70	6.470	0	71.17
FOREMAN	117	60.56	6.056	0	66.62
SUB-FOREMAN	108	55.89	5.589	0	61.48
LEAD CERTIFIED COMMUNICATION TECHNICIAN	100	51.75	5.175	0	56.93
CERTIFIED COMMUNICATION TECHNICIAN	95	49.17	4.917	0	54.09
UNCERTIFIED LEVEL A COMMUNICATION TECHNICIAN	90	46.58	4.658	0	51.24
UNCERTIFIED LEVEL B COMMUNICATION TECHNICIAN	85	44.00	4.400	0	48.40
4TH YEAR APPRENTICE	75	38.82	3.882	0	42.70
SHALLOW UTILITY WORKER LEVEL A	70	36.23	3.623	0	39.85
SHALLOW UTILITY WORKER LEVEL B	65	33.65	3.365	0	37.02
3RD YEAR APPRENTICE	60	31.05	3.105	0	34.16
2ND YEAR APPRENTICE	50	25.88	2.588	0	28.47
1ST YEAR APPRENTICE	45	23.30	2.330	0	25.63

Includes Certified and Uncertified Communication Technician  
Union Dues (Article 5.02)

- 10.03 Non certified Employees will start employment at a position as determined by Employer's Management upon review of the Employee's skills, experience and education.
- 10.04 Progression through a Classification is based upon the completion of the associated criteria and by the recommendation of Employer's Senior Management. Employee's records will be reviewed annually at a performance review meeting. Movement between classifications requires a positive performance evaluation. An Employee is entitled to add a written rebuttal to any performance review on his/her Personnel File within fourteen (14) days. Increments will not be awarded for performance that is less than satisfactory. Withholding an increment is considered a disciplinary action and may be subject to the grievance procedure.
- 10.05 Probationary Employees are defined as those who are entering employment within the field that do not yet meet the criteria contained within Article Ten. Upon completion of a three month probationary period they shall be inserted into the 1<sup>st</sup> year Apprentice level.

## **ARTICLE ELEVEN GROUP INSURANCE AND HEALTH BENEFITS**

### **11.01 Insurance Benefit Plan**

a) The Parties hereto acknowledge the "Electrical Industry Insurance Benefit Trust Fund of Alberta", such Fund having been constituted by Trust Agreement dated April 1, 1971, as amended from time to time, entered into between the Electrical Contractors Association of Alberta, of the first part, and Local Union 424, IBEW, of the second part. The Parties hereto agree to be bound by the terms of the said Trust Agreement as amended from time to time by the Trustees appointed from time to time thereunder. It is agreed that the Trustees of the said Fund shall serve as Trustees in accordance with the terms of the said Trust Agreement.

b) The Employer bound by this Collective Bargaining Agreement shall contribute to the said Fund at the hourly rates set out in sub-clause (c) of this Article 11.01, such rates being for each regular hour worked by any Employee under the job classifications set out in this Collective Bargaining Agreement. Such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in this Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. Upon the wages of an Employee becoming due, the said contributions shall be calculated by the Employer for all hours worked by all Employees in the said classifications in a month, and a report listing the names of the Employees so credited shall be forwarded by the Employer to the said Fund to be received on or before the Fifteenth (15th) of the month following. The Employer shall file a monthly report whether or not he had participating Employees. It is understood that the contributions negotiated under this clause are for the benefit of the Employees of the Employers as such Employers are recognized by the Trustees of the said Fund, and said Trustees shall continue to have full discretion to make, from time to time, reasonable rules in this respect.

c) The rate of said contributions to the said Fund shall be Two dollars (\$2.00) per hour for all regular hours worked. Probationary Employees as defined in Article 10.04 shall be entitled only upon completion of their probationary period.

### **11.02 RRSP Plan**

a) The Employer bound by this Collective Bargaining Agreement shall contribute to an RRSP plan registered in the Employees name and for his benefit in accordance with the terms and conditions of Agreement between Local Union 424 IBEW and a financial institution to be designated by mutual agreement. This contribution will be made directly to the financial institution by means of a monthly contribution paid by the fifteenth day of the following month. This contribution will be on a matching basis and based on up to 5% of the Classification Basic Hourly

rate as contained in Article 10 Wage Schedule. Such rates being for each regular hour worked by an Employee under the job classifications set out in this Collective Bargaining Agreement, after successful completion of the probation period as detailed in Article 3.01 (g).

The parties agree that no Employer or the Local Union shall have any obligation or liability beyond remitting the payroll deduction to the banking agencies specified in this article.

- b) The Employer shall remit to a Registered Retirement Savings Plan, registered in the Employee's name and for his benefit in accordance with the terms and conditions of Agreement between Local Union 424, IBEW, and a financial institution to be designated by Local Union 424, IBEW. ALL EMPLOYEES SHALL MAINTAIN A CURRENT AND ACTIVE ACCOUNT AT SERVUS CREDIT UNION LTD.
- c) The Union agrees to establish and administer a Trust Account to which Trustees will be designated by the Union and outlined in a Trust Agreement along with rules governing the administration of said Trust Account. Servus Credit Union Ltd. (Servus) is instructed to deposit all RRSP monies received under the ELECTRICAL INDUSTRY ENHANCEMENT PROGRAM OF ALBERTA (Group Registered Retirement Savings Program) to the said Trust Account on behalf of Employees who do not have a current and active Group Registered Retirement Savings Plan (Group RRSP) with Servus as a result of either the Employee not having submitted a valid Group RRSP enrolment application form or the Group RRSP plan has been closed. Monies received by Servus on behalf of Employees who do not have a current and active Group RRSP plan will not be returned to the Employer, but rather to the said Trust Account. Servus will advise the Union and designated Trustees of Employee Funds that have been deposited into the said Trust Account. Once Servus has received a valid Group RRSP enrolment application form and the corresponding Group RRSP Plan has been opened, Servus will advise the designated Trustees and accept further instruction from the Trustee. The Trustees shall work within the rules of the Trust Agreement and instruct Servus on the specific amount of monies held in Trust to be transferred for each of the specified Employees for deposit into their current and active Group RRSP Plan with Servus. The Union, The Employer and Servus Credit Union Ltd. agree to work co-operatively with each other to facilitate this goal.

#### 11.03 Electrical Contractors Industry Fund

- a) The Parties hereto agree to recognize the Electrical Contractors Industry Fund.
- b) The Employer shall contribute to the said Fund at an hourly rate set out in sub-clause (d), such rate being for each and every hour worked by an Employee under all classifications set out in this Collective Bargaining Agreement.
- c) The Parties agree that such contributions are to be made solely by the Employer and no Employer shall deduct such contributions or any portion thereof from an Employee's wages. Such contributions are in excess of the wage rates set out in the Collective Bargaining Agreement and do not constitute a payment of wages or any portion of a payment of wages. The said contributions shall be calculated by the Employer for all regular hours worked by all Employees in the said classifications in a month, and a report listing the names of the Employees and the hours they have worked, and their classifications shall be forwarded by the Employer to the Electrical Contractors Association of Alberta to be received on or before the Fifteenth (15th) of the month following. The Employer shall file a monthly report whether or not he had participating Employees. All contributions made to this Fund shall immediately be paid to the Electrical Contractors Association of Alberta who shall use the same for the promotion, expansion and protection of the Electrical Industry and at no time may any contributions be used in any way to the detriment of the Union or any of its members. A portion of the said fund shall be used in training courses for both Union and Management which



are applicable to the advancement of the Industry as well as the Construction Employee and Family Assistance Program, the Audiometric Program, and for the Workforce Development Initiatives such as Helmets to Hardhats Canada and Trades Winds to Success. The Electrical Contractors Association of Alberta shall otherwise have full discretion in respect of the use of the fund and all contributions made thereto. All costs relating to the administration of the fund shall be borne by the ECAA.

- d) The rates of said contributions for ECAA sponsored initiatives, and the hourly dues levied by the ECAA pursuant to this Collective Agreement shall be established by the ECAA and notice to an Employer and the Union from the ECAA respecting any amendment shall be sufficient. The contribution rates shall be Twelve cents (\$0.12) per hour for all regular hours worked.

## **ARTICLE TWELVE – GENERAL JOB DESCRIPTIONS AND DEFINITIONS**

### **12.01 Definitions**

- a) In this Agreement,
  - (i) "apprentice" means a person who is an apprentice in the trade;
  - (ii) "certified journeyperson" means a certified journeyperson as defined in the Apprenticeship Program Regulation;
  - (iii) "communication system" means any type of industrial, commercial or domestic electrical, fibre or wireless communication system and without limiting the generality of the foregoing includes transmission equipment, switching equipment and network management control equipment for
    - (a) video;
    - (b) voice;
    - (c) data;
    - (d) signalling
  - (iv) "technical training" means technical training as defined in the Apprenticeship Program Regulation;
  - (v) "trade" means the occupation of communication technician that is designated as an optional certification trade pursuant to the Apprenticeship and Industry Training Act;
  - (vi) "uncertified journeyperson" means an uncertified journeyperson who is not a certified journeyperson who, in the opinion of the Employer, possesses the skills and knowledge in an optional certification trade that are expected of a certified journeyperson in that trade as defined in the Apprenticeship Program Regulation.

### **12.02 Constitution of the trade**

- a) The installation, repair, maintenance and upgrading of communication systems are the undertaking that constitute the trade.

**12.03 Tasks, activities and functions**

- a) When practicing or otherwise carrying out work in the trade, the following tasks, activities and functions come with the trade:
  - (i) Using hand tools, power tools, testing equipment and tools required by the trade;
  - (ii) Installing, terminating and testing copper and fibre optic conductors and cables in communication systems;
  - (iii) Installing and laying out raceways and supporting framework for communication systems;
  - (iv) Installing, troubleshooting, maintaining and commissioning equipment and apparatus used in communication systems;
  - (v) Interpreting and applying the provisions of the *Safety Codes Act* and the regulations under the Act;
  - (vi) Interpreting communications systems drawings and prints.

**ARTICLE THIRTEEN - TRAINING**

- 13.01 Employees are encouraged to pursue skill enhancement according to the requirements of their positions and/or professional groups.
- 13.02 Where a manager requests the Employee to participate in training and it is the manager's opinion that the training is a job requirement, the Employer shall:
  - a) pay for tuition and required texts.
- 13.03 Where training (seminar/course/class/apprenticeship) is requested by the Employee:
  - a) The program must be pre-approved by the Employee's supervisor prior to course commencement;
  - b) The Employee must pay tuition costs and material costs;
  - c) Upon successful completion of the program, the Employee can claim fifty (50%) per cent of the tuition cost and required texts on an expense claim (receipts must be included)
- 13.04 The Employer and Employees agree that this policy shall be in effect upon signing of this Agreement. Further both parties agree this policy is not retroactive to any previous exam attempts.

**ARTICLE FOURTEEN - SPECIAL PROJECT NEEDS**

- 14.01 Special project needs will be addressed by the Parties, in accordance with the process established by Local Union 424 of the International Brotherhood of Electrical Workers and the Contractor.

**ARTICLE FIFTEEN - ALCOHOL & DRUG POLICY**

- 15.01 Canadian Model for Providing A Safe Workplace
  - a) Whereas both parties acknowledge the devastating effect of drugs and alcohol on the work force; and  
Whereas both parties acknowledge the value of intervention and assistance to those members who are suffering from alcohol and/or drug problems; and

Whereas there is a reference to the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule (the “Canadian Model”); and

Whereas the Canadian Model has been extensively reviewed and amended, resulting in the publication of an edition dated October 8, 2014 Version 5.0; and

Whereas the parties hereby desire to set out the provisions of the Canadian Model dated October 8, 2014, Version 5.0 that will be applied by Agreement under the provisions of this Article; and

Whereas the parties recognize there will be changes to the October 8, 2014 version 5.0 and mutually agree to revise Article 15 to adopt the applicable changes resulting in Version 6.0.

b) IT IS AGREED between the parties hereto and on behalf of those represented by each of them:

(i) Concurrence

Except for the matters set out in Articles 15.01 b) (ii) and (iii) 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.

(ii) 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.

(iii) 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 an 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.

(iv) 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.

(v) 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.

- (vi) 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.
- (vii) Substance Abuse Expert Report  
The evaluation and confidential report provided by the substance abuse expert pursuant to Appendix "B" shall be limited to the diagnosis, treatment recommendation, treatment plan and/or level of assistance.
- (viii) Treatment Plan  
The parties agree to explore the treatment plan benefits that are currently in place in order to ensure its sufficiency.
- (ix) Accommodation  
The Employer of any Employee found to be drug dependent and/or alcohol addicted by the Substance Abuse Expert pursuant to Appendix "B" Substance Abuse Expert of the 2005 Canadian Model will accommodate such Employee to the point of undue hardship.
- (x) Point of Collection Test (POCT)  
If the Employer requests an Employee to participate in a POCT risk assessment pursuant to 4.8.5 of the Canadian Model, and the Employee provides the urine sample, and the laboratory drug test is negative, the Employee shall be paid for any time the Employee would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the Employee's conduct in respect to the incident or reasons for the test request. If the Employee declines to provide the sample for the POCT risk assessment and the laboratory drug test is negative, the Employee shall not be entitled to any pay for the time the Employee would have otherwise worked while waiting for the laboratory result.

15.02. Referral for Case Managed Aftercare

- a) 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 into a post assessment Agreement, and supporting compliance with prescribed aftercare.

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:

- (i) confidentiality;
- (ii) consistency; and
- (iii) 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.

- b) Now therefore, it is Agreed between the Parties hereto that:
- (i) Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Organizational Health Incorporated (third Party professionals). Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any Collective Agreement for which the Union is signatory. Substance abuse expert recommendations shall be shared with a contractor only if they are in respect to a current Employee, one that has contravened Article 3 of the Canadian Model while in the employ of that Employer.
  - (ii) Service providers including Organizational Health Incorporated will keep all information in accordance with applicable privacy laws.
  - (iii) The Electrical Contractors Association of Alberta (ECAA) will provide the funding to the third Party providers who are responsible for administering substance abuse expert recommendations.

15.03 Alcohol and Drug Work Rule

- a) An Employee shall not:
- (i) use, possess or offer for sale alcohol and drugs or any product or device that may be used to attempt to tamper with any sample for a drug and alcohol test while on Employer property or at a Employer workplace,
- b) report to work or work
- (i) with an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath.
  - (ii) with a drug level for the drugs set out...[in the Canadian Model]...equal to or in excess of the concentrations set out ...[in the Canadian Model], or
  - (iii) while unfit for work on account of the use of a prescription or nonprescription drug,
- c) refuse to
- (i) comply with a request made by a representative of the Employer under 4.3 [of the Canadian Model],
  - (ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 [of the Canadian Model], or
  - (iii) provide a sample for an alcohol and drug test under 4.8 [of the Canadian Model],
- d) tamper with a sample for an alcohol and drug test given under 4.8 [of the Canadian Model].

All of which is agreed the 17<sup>th</sup> day of June, 2020, and signed on behalf of the Parties:

SIGNED FOR THE EMPLOYER

**CHEMCO-TELECON  
INFRASTRUCTURE  
GROUP INC.**

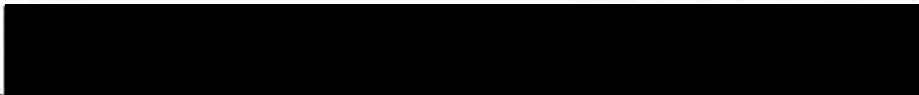
SIGNED FOR THE UNION:

**LOCAL UNION 424 OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**



Brian Halina

Michael A. Reinhart



ANDRE HEROUX

Scott Crichton

**Letter of Understanding**  
by and between

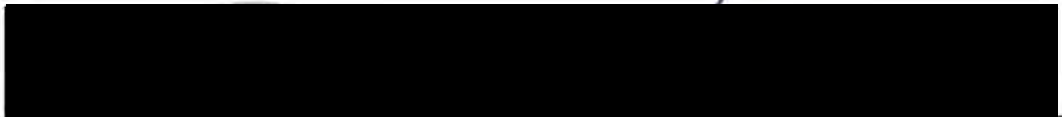
**Chemco-Telecon Infrastructure Group Inc.**  
(the "Employer")

and

**Local Union 424 of**  
**The International Brotherhood of Electrical Workers**  
(the "Union")

It is understood by the parties that this agreement is to capture communications work that has historically not been performed by Contractors signatory to IBEW Local 424.

Therefore the parties agree that this agreement will not to be used to compete for the scope of work contained herein for any heavy industrial project that is or has been historically awarded under the Agreement in place between the ECAA and IBEW Local 424 (Certificate No. Fifty Two as authorized by the Labour Relations Board). The parties agree to meet and mutually resolve any difference in the application of this Letter of Understanding in a timely manner.



Michael A. Reinhart, Business Manager  
Local Union 424

Brian Halina,  
Chemco-Telecon Infrastructure Group Inc.

**Letter of Agreement**

BETWEEN

LOCAL UNION 424 OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
(the Union)

AND

CHEMCO-TELECON INFRASTRUCTURE GROUP INC.  
(the Contractor)

**Whereas** the Union and the Contractor are parties to a Collective Agreement for Communication Systems between the parties, and

**Whereas** Article Fourteen-Special Project Needs of the Collective Agreement authorizes this agreement; and

**Whereas** the Contractor has been requested to supply goods and services for Communication Systems in Calgary;

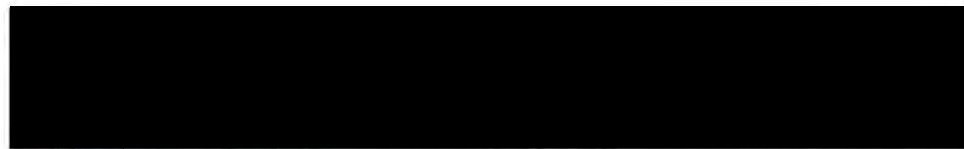
**Now Therefore it is Agreed** between the Union and Contractor that;

1. The work will be performed using the terms and conditions contained in the Collective Agreement for Communications Systems except that the wages contained in Article Ten Wages and Benefits shall be based on a Lead Certified Communication Technician Basic Hourly Rate of \$31.05 effective January 01, 2020 as per attached wage schedules.

Agreed and signed this 29<sup>th</sup> day of June 2020, on behalf of the Parties hereto:

For the Union

For the Contractor



Michael A. Reinhart, Business Manager  
IBEW Local 424

Brian Halina  
Chemco-Telecon Infrastructure Group Inc.