



COLLECTIVE AGREEMENT

Between

HRN Labour Services Ltd.

Roadbuilding & Heavy Civil, Northwest Territories

And

**Construction Workers Union,
CLAC Local 63**

DURATION: January 1, 2019 – December 31, 2021

This printing is a compilation of the Collective Agreements between the Employer and the Union dated January 1, 2019 to December 31, 2021. Original signed documents are on file at the CLAC office in Edmonton.

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(hereinafter referred to as "the Employer")**

and

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**Roadbuilding & Heavy Civil
Northwest Territories
(Compilation)**

COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:

- a) to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein and as further defined within the Pre-Job Agreements - refer to Schedule "A";
- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) to establish a just and prompt procedure for the disposition of grievances;
- e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

- 1.02 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedule "A" attached hereto and made part hereof.

- 2.02 Furthermore, the Employer recognizes the Union as the sole agent in the bargaining unit for all employees working for the Employer within the Northwest Territories, and/or as classified in Schedule "A"; attached hereto and made part hereof.

2.03 Roadbuilding and Heavy Construction Labourers

This agreement covers all employees of the employer in the bargaining unit as defined in certificate number 10361-U issued by the Canada Industrial Relations Board. These employees are defined as all labourers employed by HRN Labour Services Ltd. and engaged in road building and heavy construction in the Northwest Territories, excluding foremen and those above the rank of foreman.

2.03 Roadbuilding and Heavy Construction Operators

This agreement covers all employees of the employer in the bargaining unit as defined in certificate number

10360-U issued by the Canada Industrial Relations Board. These employees are defined as all heavy equipment operators, mechanics, serviceman and welders employed by HRN Labour Services Ltd. and engaged in the building of roads and heavy construction in the Northwest Territories, excluding foremen and those above the rank of foreman.

2.04 There will be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 The Employer's rights include but are not limited to the following:

- a) the right: to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause.
- b) the right: to select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit.

- c) the right: to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

3.02 The sole and exclusive jurisdiction over operations, building, machinery, equipment will be vested in the Employer.

3.03 The Employer may contract out work where:

- a) they do not possess the necessary facilities or equipment;
- b) they do not have and/or cannot acquire the required manpower;
- c) they cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union will function and be recognized as follows:

a) The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. In general, the number of stewards will not exceed one (1) per shift unless the shift employs seventy-five (75) or more bargaining unit employees. In such cases the Union may increase the number of stewards to two (2) per shift. Stewards will receive the premium as set out in Schedule Notes per hour in addition to their regular hourly rate. The Union will advise the Employer, in writing, of the names of the Stewards.

b) Duly appointed Representatives of the Union are representatives of the employees, in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.

4.02 The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the

purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld.

A Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information including benefits. This will, whenever possible, occur during the new employee's site orientation or first shift.

The Employer will pay stewards for time spent attending such duties during their working hours. The rate paid will be the regular or overtime rate as it applies to their shift.

4.03 Representatives of the Union will have access to visit job sites during normal working hours subject to the following:

- a) The Union Representative will identify himself to the job Supervisor upon arriving at a job site;
- b) In no case will such representative interfere with the progress of work.

4.04 The Union has the right to appoint a Negotiating Committee. Employees to a maximum of four (4) on the committee will be paid by the Employer at their regular straight time hourly rates (base rate) for all time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours or non-regular working hours of the employees concerned.

4.05 Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project.

4.06 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union representative may attend such meetings.

4.07 There will be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 5 – STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, or while negotiations for a further agreement are being held the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force.

The Employer has the right to hire new employees as needed and will give preference to Union members for employment, provided such applicants are qualified to meet the requirement of the job. The parties recognize the company's contractual obligations to NWT residents, Inuit, First Nations and Metis peoples.

Prior to the start of each project, a Pre-Job Agreement will be held to determine all site-specific issues as outlined in the Agreement.

The Employer will notify the union that a project has been awarded to the Employer immediately following the award.

6.02 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union.

6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

6.04 It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.

6.05 New Employees will be hired on a three (3) month probationary period and thereafter will attain regular employment status subject to the availability of work. An Employee's probationary period can be extended upon the mutual agreement of the Company and the

Union. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration.

6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the Employer within 6 months will not serve a new probationary period.

ARTICLE 7 - DUES CHECK-OFF

7.01 The Employer is authorized to and will deduct from each employee's paycheque the amount equal to Union dues and where applicable, an amount equal to Union dues arrears, Administration dues and Permit dues. The total amount deducted will be remitted to the Union Treasurer each month, by the fifteenth (15th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

7.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

7.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for Union

dues, Administration dues and or Permit dues and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.

7.04 The Employer will provide the Union with all necessary information regarding insurance and benefit plan data requirements, job classification changes and terminations. The name, address, date of hire, and classification of all employees will be provided to the Union once monthly.

ARTICLE 8 - WAGES AND AREA RATES OF PAY

8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A". It is understood and agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement.

8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same will be subject to negotiations between the Employer and the Union.

8.03 Show-Up Time

a) As defined in the Pre-Job Agreement as applicable.

- b) Where the employee resides in an Employer provided camp, proper notification in respect of the Show-Up Time clause will be at breakfast time as applicable.

8.04 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employee in another classification that may attract a higher regular hourly base rate.

If the employee is not certified to do the work, all hours spent working in the new classification will be credited as training time towards the required hours for certification in the new classification.

If the employee is certified as defined by the Employer to do the work, the employee will receive the rate of pay for the new classification as defined below.

An employee will receive the higher rate on a temporary basis provided:

- a) a) that the employee is certified to operate that piece of equipment and
- b) a minimum of two (2) hours are worked on the designated equipment in a 24-hour period.

There will be no slide backs for an employee temporarily required to fill another classification which carries a lower pay rate. The employee will be paid at their specified rate of pay.

8.06 When an operator is hired (new employee) to operate a specific classification of equipment they will receive one

dollar and fifty cents (\$1.50) less per hour than the stipulated rate until the operator is certified. The anticipated time frame for certification in this situation is defined as 168 hours.

8.07 Employees given the option to work in another classification for which they are qualified instead of being laid off will be paid the rate for the new classification.

8.08 Rotation Hours Paid - As defined within the Pre-Job Agreement as may be applicable.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The normal work week will consist of forty (40) regular straight time hours per week.

9.02 Employees will be paid overtime at the rate of one and one half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

9.03 Statutory Holidays

a) When a statutory holiday as outlined in Article 12.01 occurs during the employee's regular work week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of thirty-two (32) hours.

b) When two (2) statutory holidays as outlined in Article 12.01 occur during the employee's regular work week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of twenty-four (24) hours.

- 9.04 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- 9.05 Hours of work and overtime as set out in this article may be modified by mutual agreement between the Employer and the Union for selected contract projects and will be clearly defined in the Pre-Job Agreement.
- 9.06 It is agreed that the provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week.
- 9.07 There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift. Employees will be given an unpaid meal period of one half (0.5) hour per shift. This may be modified upon mutual agreement between the Union and the Employer within the Pre-Job Agreement.
- 9.08 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.09 Employees who miss their flight twice within a six-month period and fail to report for work as scheduled without a justifiable reason will be deemed to have voluntarily quit.

9.10 An employee will not be penalized if they are required to switch shifts (ie. day shift to night shift and vice versa) at the direction of the Company. If the switch necessitates a rest period for safety reasons, hours lost will be paid at their regular or overtime rate as it applies to their scheduled shift. The employee will be paid their full scheduled shift so that there is not a negative impact financially.

9.11 Sunday will be deemed the first day of the week.

ARTICLE 10 - LAYOFF PROCEDURE

10.01 The Employer will give the Union one (1) day's notice of layoff when possible.

10.02 The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.

10.03 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number.

ARTICLE 11 - VACATIONS AND VACATION PAY

11.01 All employees will be entitled to receive an amount equal to four (4%) percent of their gross earnings in vacation

pay. This amount will increase to six percent (6%) after five (5) continuous years of employment.

11.02 Vacation Pay will be paid to employees every pay period and on termination.

11.03 The Employer will consider vacations at the times requested considering business requirements.

11.04 The payment of vacation pay with each pay cheque will be considered as advance payment for any vacation to which an employee may be entitled under the Employment Standards Act of the Northwest Territories.

ARTICLE 12 - HOLIDAYS AND HOLIDAY PAY

12.01 Employees will be entitled to receive statutory holiday pay in accordance with the Employment Standards Act of the Northwest Territories for the following statutory holidays:

New Year's Day, Good Friday, Victoria Day, Aboriginal Day, Canada Day, The first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

12.02 Employees required to work on one of the above holidays will receive overtime pay as per article 9.02 for all hours worked in addition to the holiday pay outlined in Article 12.01.

12.03 Holiday Pay will be paid to employees after each holiday per the Employment Standards Act.

ARTICLE 13 - TRAVEL

13.01 Travel will be as defined in the Pre-Job Agreement.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

14.01 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour/management relations:

- a) the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

14.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting will serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion will include but not be limited to:

- i) hiring policies;
- ii) discipline and discharge policies;
- iii) training and promotion;
- iv) safety policies including the Drug and Alcohol Policy;
- v) matters that affect the working conditions of the employees.

b) The Employer and the Union will each appoint representatives to the Union-Management Committee. The minutes will record the business of each meeting, a copy of which will be mailed to the Union's Edmonton office.

14.03 A committee member, attending the Union-Management meetings during regular working hours, will be entitled to their regular straight time rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty dollars (\$20.00) to a committee member for each meeting attended.

14.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual

interest or concern to the Employer, the Union and the employees.

14.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

ARTICLE 15 – HEALTH AND SAFETY COMMITTEE

15.01 When necessary, a committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting and copies will be distributed as the Committee determines.

15.02 a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment in accordance the Safety Act of the Northwest Territories.

b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.

c) All safety matters shall be handled in accordance with the established WSCC procedures, the Employer's Health, Safety and Environment Manual and applicable Federal and Territorial safety regulations.

15.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to Point of Hire.

15.05 Light / Modified Duty Work Programs

If an Employee is injured on the job and requires medical attention the Employee is entitled to Light/Modified Duty Work and they will inform the attending Physician of the same. The Employer will inform the Physician of the types of light duty work available to the employee and will make the same available to the employee with the Physician's approval and receipt of a completed Functional Abilities Assessment.

The Employer reserves the right to obtain a second medical opinion from a Physician as may be selected by the Employer.

15.06 Safety Program

The Employer will initiate and manage a Safety Award program for all sites.

ARTICLE 16 - HEALTH AND WELFARE PLAN

16.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay an amount as set out in Schedule “A”, for all hours worked for each employee towards the Insurance Plan administered by the Union Health and Welfare Trust Fund.

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, (outlined in Insurance Plan Coverage) and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

ARTICLE 17 – RETIREMENT PLANS

17.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute the RSP amount set out in Schedule “A” to the Union Sponsored Group RSP (the RSP Plan) for each employee, for each hour worked.
- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the employer.

- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Schedule "A".
- d) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

ARTICLE 18 - EDUCATION AND TRAINING FUND

- 18.01 The Employer agrees to contribute an amount as set out in Schedule "A" for all hours worked by all employees to the Union Education Fund.
- 18.02 The Employer agrees to contribute an amount as set out in Schedule "A" for all hours worked by all employees to the CLAC Training Trust Fund. The use of these funds will be for the general operations of CLAC Training and will be governed by the policies and procedures of the CLAC Training Trust Fund and its trustees.
- 18.03 The Employer agrees to contribute an amount as set out in Schedule "A" for all hours worked by all employees to the HRN Labour Services Training Fund. This fund will be administered by the Union and the Employer for the general purposes of encouraging on-site safety and skills up-grading for the employees.

18.04

- a. The CLAC Training Trust Fund (TTF) covers some of the basic training required by Employees, at no cost to the Employee: First Aid, Defensive Driving, CSTS, ESTS, WHMIS and others (full list available through CLAC AB Training, and on myCLAC portal).
- b. The Employer may require that certain additional tickets (safety or other) are up-to-date at time of hiring. If required as a condition of hire, the employee will be responsible for these tickets unless otherwise approved by the Employer. Employees can schedule training and access CLAC discounts through the CLAC AB Training Centre.

ARTICLE 19 - TOOLS

- 19.01 All tradesmen will supply their own tools common to their trade. Specialty tools will be provided by the Employer. Employees will be required to supply inventory of tools.
- 19.02 The employees will be held responsible for all tools issued to them by the Employer.
- 19.03 Mechanics tools will be shipped free on board at the Employer's expense from the employee's nearest transportation depot to their home base and the project site/return. The method and timing of shipping will be at the Employer's discretion. Should an employee resign

or be subject to dismissal for cause, the Employer may forego the shipment of tools at the Employer's expense.

ARTICLE 20 - PROTECTIVE EQUIPMENT

20.01 All employees will wear safety hats and safety glasses which will be supplied by the Employer. In addition to safety hats and glasses, quality (rubber) ear plugs will be provided by the Employer.

20.02 All employees will wear CSA approved safety footwear where required, to be furnished by the employee. Gloves may be supplied by the Employer if determined in the Pre-Job Agreement.

20.03 The Employer will furnish employees with safety equipment and rain gear if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer furnished items.

20.04 The Employer will furnish coveralls for mechanics, welders and servicemen to a maximum of three pair per annum.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 The Employer may grant leaves of absence without pay for the following reasons:

- a) Marriage of the employee;
- b) Sickness of the employee or employee's immediate family;
- c) Death of a family member not stated in 21.03 or 21.04;
- d) Union activities other than those addressed elsewhere in this Agreement.

21.02 The above will be for a time mutually agreed upon between the Employer and the employee.

21.03 Bereavement Pay

An employee will be granted a five (5) day leave of absence with pay, at their regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse (including common-law), or children. Further time off without pay may be taken by mutual agreement between the employee and the Employer.

21.04 Bereavement Pay

An employee will be granted a three (3) day leave of absence with pay, at their regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's mother, father, brother, sister, grandmother, grandfather, mother-in-law, and father-in-law. Further time off without pay may be taken by mutual agreement between the employee and the Employer.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 The parties to this Agreement recognize the Stewards and the Union Representatives specified in Article 4 as the agents through which employees will process their grievances and receive settlement thereof.

22.02 "Grievance" will mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.

A Policy Grievance will be signed by a Steward or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.

22.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "work days".

22.04 The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or

condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement. If the Employer does consider or process a grievance which has been presented late, the Employer will be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No employee will have a grievance until they have discussed their complaint with their Foreman. If the employee's Foreman does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be presented to the designated Employer representative by a Steward or a Union representative. The designated Employer representative will notify the Union representative of their decision in writing not later than five (5) work days following the day upon which the grievance was submitted.

The grievance referred to above will identify:

- a) the facts giving rise to the grievance;
- b) the section or sections of the Agreement claimed violated;
- c) the relief requested;

and will be signed by the employee or employees involved.

Step 2

If the grievance is not settled in Step 1, a Union representative will within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer Representative. A meeting will be held between the Steward or Union representative together with the griever involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) working days of the presentation of the written grievance to the designated Employer representative. The Employer will notify the Steward or Union Representative of their decision in writing within five (5) work days of such meeting.

Step 3

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Steward or Union Representative but not thereafter.

22.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were

known or should have been known by the griever. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written grievance and will take place within the framework of Step 2 of Article 22.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement will be followed.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) work days, the Employer will not be liable for any damages during the foregoing fifteen (15) work day period.

The provisions of this paragraph 22.06 will not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 22.04 and 22.05 hereof will not thereby be bypassed.

ARTICLE 23 - ARBITRATION

23.01 If notice of desire to arbitrate is served, the two parties will meet in an attempt to obtain agreement to refer the matter to an agreed upon single arbitrator within seven (7) calendar days of receipt of notification. The arbitrator

will meet within twenty-one (21) calendar days of the appointment and hear such evidence as the parties may desire to present to assure a full, fair hearing, and will render a decision in writing to the parties within fourteen (14) days after the completion of the hearing.

23.02 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally or by fax.

23.03 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to meet to agree to an arbitrator, in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint the Single Arbitrator to hear the grievance and their decision will be final and binding upon both parties.

23.04 It is agreed that the Arbitrator will have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

23.05 An employee found to be wrongfully discharged or suspended will be reinstated back to the date of discharge and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.

23.06 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding

the discharge or suspension, the Arbitrator may substitute a penalty which, in its opinion, is just and equitable. This cause will not apply to the discharge of a probationary employee.

23.07 Each of the parties hereto will bear equally the expenses of the arbitrator.

23.08 The Arbitrator will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof.

ARTICLE 24 - DISCHARGE, SUSPENSION AND WARNING

24.01 In all instances of disciplinary action where there is a possibility of suspension or discharge, or in instances of on-site drug and alcohol testing, the affected employee shall have an available steward or another available employee present at the meeting, or else decline this right.

24.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be put in writing by the Foreman/Supervisor. The Foreman/Supervisor will inform the Union Steward or Union Representative of the warning within twenty-four (24) hours or as soon as possible following the warning.

- 24.03 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an employee to abide by Safety Regulations; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances as per the Employer's Drug and Alcohol Policy; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's and client's rules, regulations, policies and practices. Such suspension or discharge is subject to the Grievance procedure.

ARTICLE 25 - GENDER CLAUSE

- 25.01 Where a term of specific gender is used in this Agreement, where applicable it will be considered to refer to both genders equally.

ARTICLE 26 - DURATION

- 26.01 This agreement will be effective from January 1, 2019 until December 31, 2021 with an annual wage review to be scheduled by November 15th, 2019 and by November 15th, 2020.

This agreement may be extended for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period of four months prior to the renewal date. Should neither of the

parties give such notice, this Agreement will renew for a period of one (1) year.

26.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement.

26.03 Until a new agreement has been concluded all provisions in this Collective Agreement will remain in full force and effect.

DATED at Edmonton, Alberta , this 7 day of March, 2019.

Signed on behalf of
**HRN LABOUR
SERVICES LTD.**

Signed on behalf of
**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 63**

Per 
Authorized Representatives

Per 
Authorized Representatives

Per 
Authorized Representatives

Per 
Authorized Representatives

Schedule "A" – Classifications and Hourly Rates

<p style="text-align: center;">SCHEDULE "A"</p> <p style="text-align: center;">EFFECTIVE JANUARY 1, 2019 - December 31, 2019</p> <p style="text-align: center;">CLASSIFICATIONS AND HOURLY RATES</p> <p style="text-align: center;">Projects: HRN Shop/Town/GNWT/NWT Regional/Norman Wells/Tulita Region, NWT</p>									
Classifications	Level	Base Wage	Vaction 4%	H&W	RSP	EF	TTF	HRNTF	Total
Operator - Crane	Op. CR	\$ 39.60	\$ 1.58	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 44.13
Operator - Multi-Purpose	Op. Mltip	\$ 32.96	\$ 1.32	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 37.23
Operator - Technical	Oper. T	\$ 34.46	\$ 1.38	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 38.79
Operator - Finish Quality - Grader/Dozer/Excavator/Loader	Oper. 1	\$ 32.96	\$ 1.32	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 37.23
Operator - Grader/Dozer/Excavator/Loader	Oper. 2	\$ 31.42	\$ 1.26	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 35.63
Operator - Small Loader / Tractor Backhoe	Oper. 3	\$ 29.87	\$ 1.19	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 34.01
Rock Truck Operator (<773)	Oper. 4	\$ 28.84	\$ 1.15	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 32.94
Truck Driver - Bed	Truck 1	\$ 32.96	\$ 1.32	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 37.23
Truck Driver - Winch / Oilfield Vac.	Truck 2	\$ 31.42	\$ 1.26	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 35.63
Truck Driver - Utility - Water/Sewer/Roll On-Off/Deck/Body	Truck 3	\$ 29.87	\$ 1.19	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 34.01
Operator Plant Crushing	Op. CP	\$ 34.86	\$ 1.39	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 39.20
Labourer - Plant Crushing (Skid Steer)	Lab. 2	\$ 26.78	\$ 1.07	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 30.80
Labourer (Skilled - Grade Man/Pipelayer)	Lab. 1	\$ 28.84	\$ 1.15	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 32.94
Labourer (Skilled - Packer, etc.)	Lab. 2	\$ 26.78	\$ 1.07	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 30.80
Labourer (Entry Level)	Lab. 3	\$ 22.66	\$ 0.91	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 26.52
Mechanic, Journeyperson - Level 2	Mech. 2	\$ 40.18	\$ 1.61	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 44.74
Mechanic, Uncertified	Mech. 3	\$ 36.52	\$ 1.46	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 40.93
Mechanic, Uncertified Crusher	Mech. 3	\$ 36.52	\$ 1.46	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 40.93
Welder, Journeyperson	Weld. 1	\$ 38.27	\$ 1.53	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 42.75
Welder, Uncertified	Weld. 2	\$ 34.52	\$ 1.38	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 38.85
Serviceperson/Tireperson (Fuel & Lube)	Svc. 1	\$ 32.73	\$ 1.31	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 36.99
Warehouseperson, Level 1	Wh. 1	\$ 31.95	\$ 1.28	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 36.18
Warehouseperson, Level 2	Wh. 2	\$ 29.40	\$ 1.18	\$ 1.82	\$ 1.00	\$ 0.03	\$ 0.05	\$ 0.05	\$ 33.53

SCHEDULE NOTES:

Premiums: Steward \$0.50
 Lead Hand \$1.00 (one dollar) per hour in addition
 to their regular base wage rate. Crane
 work scope not applicable for Lead
 Hand designation.

Apprentices: Will not be paid less than the stated rates in
 the Apprenticeship and Trade Certification Act.

Percentages of Journeyman rate paid by Employer
for each period of apprenticeship:

During 1st year	-	60%
During 2nd year	-	70%
During 3rd year	-	80%
During 4th year	-	90%

TOOL ALLOWANCE

Mechanics/Millwrights and their apprentices who supply their
own tools shall be paid a tool allowance of \$1.00 per hour
worked in addition to the person's base hourly wage.

DEFINITION OF:

Finish Operator

In grader operation a Finish Operator can work to grades to
achieve fine finish surfaces such as airstrips in an efficient
and productive manner.

With respect to excavator work, a Finish Operator is capable
of completing the final finish of slopes and embankments to
maintain design in an efficient and productive manner.

With respect to dozer work, a Finish Operator demonstrates the highest level of competence and is capable of completing fine dozer work with all types of materials in an efficient and productive manner.

Multi-Operator

A multi-operator is certified and required to operate 3 or more pieces of specific equipment proficiently. Specified equipment includes:

Mandatory:

- . Loader with forks and bucket

One of the following pieces of equipment:

- . Grader
- . Dozer
- . Excavator

As well as one of the following:

- . Vacuum truck,
- . Roll-on/Roll-off truck
- . Winch truck
- . Man lift and/or Zoom Boom

GENERAL

1. An operator who has been certified in the operation of a particular machine will be eligible to receive the published rate of pay for that occupation only when a position is available.
2. An operator may be certified at any time by a Training Officer, but a minimum number of hours of operation on a machine type (see certification table) will normally be required before an operator will be certified. Such hours

of experience are not necessarily accumulated while in the employ of HRN Labour Services Ltd. related companies.

3. Both a training officer and immediate supervisor must sign the certification document.
4. The effective date for position changes would be the date that the person moves into that position. It could fall anywhere in their rotation or pay period.
5. The effective date for rate increases that are not the result of a position change is the beginning of a rotation or pay period.

CLASSIFICATION DESCRIPTION

(This schedule does not form part of the Collective Agreement. It is for information purposes only.)

Excavator Operator: rate applies to all excavators (backhoes) of any size up to but not including Cat 5130.

Crane Operator: rate applies to mobile cranes of any size or configuration including picker trucks.

Loader Operator (988 size & up): includes 988's and 992's as well as any equivalent or larger loaders that may be added from time to time.

Loader Operator (less than 988): includes loaders mounted with buckets, forks, stingers, plows or any other attachment. It also includes the 824 wheel dozer.

Grader Operator: applies to any grader with the exception of "finish operator".

Dozer Operator: applies to all dozers fitted with any attachments or blade type unless the operator is a “finish operator” or otherwise qualifies for a higher rate.

Finish Operator: applies to operators of any size dozer, grader, or excavator who produce high quality results to close tolerances.

Drivers

Truck Drivers – conventional/haul truck (tractor, water truck, vacuum truck, rock truck): applies to all trucks greater than three tonnes, whether rigid frame or articulated.

Plant

Plant Operator: applies to both crusher operators and asphalt plant operators.

Skilled Labour: applies to skilled labourer who works on the crushers, operates Packer, Bobcat, Hydraulic Hammer, and other small equipment. This also applies to those training as shop labourers.

Labour, entry level: is at the starting rate for unskilled labour.

Mechanic: rate applies to certified journeymen mechanics provided that HRN Labour Services or an associated company has a copy of their journeyman certificate on file. They must also demonstrate skill and the ability to work on all company equipment without close supervision.

Mechanic, entry level: applies to mechanics while they remain in training. Rate of pay will be an escalating percentage of the Journeyman rate.

Millwright: applies to a certified journeyman who has provided a copy of the journeyman certificate.

Millwright, entry level: applies to a millwright who is in training. Rate of pay will be an escalating percentage of the Journeyman rate.

Welder: applies to a certified journeyman who has provided a copy of the journeyman certificate and can demonstrate skill and ability to work on all company equipment without close supervision.

Welder, entry level: applies to a welder who is in training. Rate of pay will be an escalating percentage of the Journeyman rate.

Carpenter Journeyperson: applies to certified journeyman with certificate that demonstrate competence in their work.

Electrician Journeyperson: applies to certified journeyman with certificate.

Serviceperson (fuel & lube)/Tireperson: applies to a trained serviceman who has been certified in the operation of a service truck and/or tire service skill set and has demonstrated competence in the work.

OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS

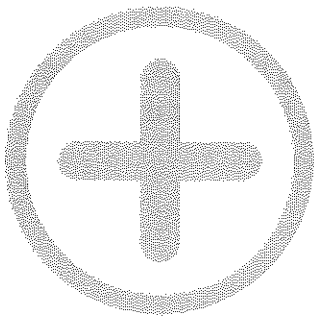
(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 A.D. &D. per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Comprehensive: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - over 21: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit, doctor's referral required;
- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of six hundred (\$600.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,600.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC BENEFITS TEAM www.clac.ca	1-888-600-2522
CLAC RETIREMENT MEMBERCARE (Group RSP & Pension Plan)	1-800-210-0200
GREEN SHIELD CANADA (access through myCLAC.ca)	1-888-711-1119
MORNEAU SHEPELL (EFAP) www.workhealthlife.com	1-844-880-9142

WE'RE COMMITTED TO YOU



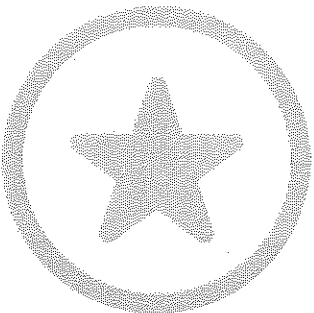
Positive Work-Life

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



Champions of You

We make your voice heard. We lead positive change. And through it all, we keep you working.



Everyday Greatness

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

HRN LABOUR SERVICES LTD.

65 MacKenzie Drive
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TF: 877-863-5154
F: 780-451-3976
edmonton@clac.ca

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400 Taiga Nova Cres., Unit 1
Fort McMurray, AB T9K 0T4
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TF: 877-792-5292
F: 780-791-9711
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3617 63 Ave NE
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F: 403-686-0357
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CLAC RETIREMENT

1-800-210-0200

CLAC TRAINING

1-877-700-7555

CLAC BENEFITS

1-800-600-2522

CLAC JOBS

1-888-942-5627

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