



COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UTILITY CONSTRUCTION CORP.
Construction/Alberta**

AND

**CONSTRUCTION WORKERS UNION,
CLAC LOCAL 63**

Duration: May 1, 2019 – April 30, 2022

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COLLECTIVE AGREEMENT

Between

**CANADIAN UTILITY CONSTRUCTION CORP.
(hereinafter referred to as "the Employer")**

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 63
(hereinafter referred to as "the Union")**

Duration: May 1, 2019 – April 30, 2022



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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Employer, the Union and the employees, as parties to this Collective Agreement (“Agreement”), which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates, allowances, referral provisions and benefits as set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff, and recall of employees;
 - d) establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the full and fair administration of all 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 wellbeing.
- 1.02 It is agreed that the omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.

- 1.03 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory or in bad faith, nor that violates applicable human rights legislation.
- 1.04 Should any provision of the Collective Agreement be rendered null and void or be materially altered by future legislation, the remaining provisions of this agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 1.05 Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or as classified in Schedule "A".
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit as defined in:
 - General Construction Electricians AB220-2015
 - General Construction Labourers AB218-2015
 - General Construction Operating Engineers AB219-2015

Issued by the Alberta Labour Relations Board, dated October 21, 2015. That is, all employees in the province of Alberta

when employed in Construction as General Construction Labourers, General Construction Operating Engineers, and as General Construction Electricians.

This Agreement also covers all employees of the Employer when employed in any of the classifications specified in Schedule “A”, save and except non-working supervisory personnel, and office and sales staff.

- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by 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 Subject to the terms of this Agreement, the Employer's rights include:
- a) 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) To select, hire and direct the employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions

excluded from the bargaining unit; and

- c) 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 and equipment will be vested in the Employer.

3.03 The Employer may only contract out work where:

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

3.04 Whenever the Employer performs work outside of the normal scope of operations, the Employer will discuss with the Union at the pre-job conference the portion, or portions of the project, that the Employer wishes to sub-contract and the sub-contractors

to be hired to do such work.

- 3.05 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 Representative may attend such meetings.
- 3.06 Subject to Article 3.03 above, non-bargaining unit employees or subcontracting firms shall not perform work covered by this Agreement if this should cause the layoff, or demotion of a member of the bargaining unit. The Employer will notify the Union whenever non-bargaining unit employees will be used.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to appoint up to two (2) Stewards in each region. Upon mutual agreement additional Stewards may be appointed as the workforce increases in numbers. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
 - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other

rights under this Agreement and under the law.

- 4.02 The Union agrees to notify the Employer in writing of the names of its Stewards and or CLAC Representatives and the effective dates of their appointments.
- 4.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards their regular hourly rate while attending to such matters. In addition, employees serving on the Bargaining Committee will be paid their regular hourly rate while negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employee(s) concerned. The maximum time to be paid for negotiations shall be a total of thirty-two (32) hours' pay per bargaining committee member.
- 4.04 Representatives of the Union will have access to visit job sites or the Employer's shop 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.
- 4.05 There shall be no Union activity on Employer's time, or on 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 or deliberately send men home when this is not warranted by the workload.

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 will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 6.02 Prior to initiating any hiring in the classifications covered by this Agreement or where a new classification is being created in the bargaining unit, the Employer shall first contact the Union's office to inform the Union of the vacancies and to ascertain if the Union has members out of work who are qualified to fill such vacancies.
- 6.03 The Employer has the right to hire new employees as needed, provided that no new employee will be hired while there are available employees on layoff who, in the opinion of the

Employer, are qualified to do the work.

- 6.04 New Employees will be hired on a ninety (90) working day probationary period, and thereafter shall attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration, subject to Article 1.03. When a probationary employee is disciplined and not discharged, the parties agree that the terms stated in Article 25 will prevail.
- 6.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. It is agreed that probationary employees require appropriate and constructive feedback in order to improve performance. Accordingly, the Employer agrees to make every attempt to give verbal or written constructive feedback to a probationary employee prior to layoff or termination. Where possible, the Employer will give an appropriate amount of time for the probationary employee to improve performance prior to termination.
- 6.06 Employees who have passed their probationary period, and are rehired within six (6) calendar months after a layoff will not serve a new probation period.
- 6.07 An employee who quits or is terminated for just cause and is rehired will serve a new probation period.
- 6.08 Neither the Employer nor the Union will compel employees to join the Union or discriminate against an 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. The Employer will communicate to the Union by memo the hiring of a new employee, indicating name, address, starting date, classification, and wage rate. Within the probationary period, any new employee will be referred by the Employer to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union's purpose and representation policies.

Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement whether or not they join the union.

ARTICLE 7 - DUES DEDUCTION

- 7.01 The Union agrees 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.
- 7.02 The Employer is hereby authorized to and will deduct from each employee's pay cheque union dues and administration dues, or where applicable, an amount equal to union dues arrears, from each employee's pay as a condition of employment. These deductions are to commence with the start of employment
- 7.03 The Employer agrees to deduct from each employee the amount equal to union dues each pay period. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the twentieth (20th) of the month following the deductions, 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.

- 7.04 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the commonly recognized guidelines on what constitutes a lawful conscientious objection.
- 7.05 The Union will provide 30 days written notice to 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, Union dues arrears, and Administration 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.
- 7.06 The Employer will provide the Union with all necessary information regarding insurance and benefit plans, 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 - CLASSIFICATIONS AND RATES OF PAY

- 8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedules "A", as appropriate to the work. It is understood and

agreed that the Employer and the Union will jointly determine the wage schedule applicable to any special project prior to its commencement. If there is a dispute the matter will be settled in accordance with the grievance procedure set out in Article 23.

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 shall be subject to negotiation between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon the wage rates for new classifications, either party may resort to the grievance procedure under Article 23.

8.03 Show up Time

The Employer agrees to pay two (2) hours of wages in the event that the employee reports for work and is prevented from starting work due to any cause not within his control. The employee will also receive their full accommodation allowance if and when applicable. When reasonable the Employer will notify the employees one (1) hour before the commencement of the shift.

8.04 For remote work, when work is suspended due to inclement weather and employees are not able to return home, such employees shall be paid a minimum of four (4) hours per day, and will also receive their full accommodation allowance if and when applicable.

8.05 Starting Work

If an employee begins work, and is prevented from completing their normal work day, shall be entitled to a minimum of four (4) hours' pay at their prevailing hourly rate, or the number of hours worked multiplied by the prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.

8.06 Call-In

An employee who is called in to work will receive a minimum of two (2) hours pay at the appropriate rate.

8.07 Call-Back

An employee who is called back to work in the same day will receive a minimum of two (2) hours pay at the appropriate rate.

8.08 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

8.09 If the shortage of work is for a period longer than the day outlined in Article 8.08 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing signed by the Employer, the employee and the Steward.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The normal work week shall consist of five (5) eight (8) hour working days, Monday to Friday inclusive, the Foremen have a standard work week of 5 – 10 hours per day (50 hours work week), Monday to Friday; paid at 8 hours regular and 2 hours overtime daily.
- 9.02 Work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular rate of pay except for a compressed work week where overtime shall be adjusted accordingly. Work performed in excess of eleven (11) hours per day shall be paid at the rate of two (2) times the regular rate of pay.
- 9.03 Saturday Work
- a) Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first eleven (11) hours and two (2) times the regular rate thereafter, irrespective of weekly hours. When reasonable the employer will notify the employees of weekend or out of town work.
- 9.04 There shall be two (2) paid fifteen (15) minute rest periods (or coffee breaks) per shift. In addition there will be one thirty (30) minute, unpaid, meal period per shift. Breaks will be taken with respect to operational requirements.
- 9.05 There shall be no regular work done on Sunday. If Sunday work is necessary, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly

hours.

9.06 Statutory Holidays

- a) When a statutory holiday as outlined in Article 11 occurs during the employees 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 11 occur during the employees 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.

9.07 Pursuant to Article 9.01, shift work shall be defined as eight (8) or ten (10) hours' work at other than normal working hours (see Article 9.08) on two (2) or more consecutive days.

9.08 Shift work shall be paid in accordance with the following:

A shift commencing between 4:00 p.m. and 6:00 a.m. shall be paid at a rate of one hundred and fifteen percent (115%) of the employee's regular rate.

No employee shall work more than one (1) shift in a twenty-four (24) hour period under the conditions of this Article.

9.10 Overtime work as a continuation of shift work shall be paid as per Article 9.02.

ARTICLE 10 – SICK DAYS

- 10.01 a) All employees with one (1) or more years of employment with the Employer will receive two (2) paid sick days each calendar year, to be used for personal illness or to care for an immediate family member.
- b) All employees with seven (7) or more years of employment with the Employer will receive three (3) paid sick days each calendar year, to be used for personal illness or to care for an immediate family member.
- c) An employee will receive a prorated number of sick days if their anniversary for either a) or b) above falls within the calendar year. Any sick days not taken by the end of the year will be paid at the employee's prevailing rate on the last pay of the year. The Employer will request a doctor's note after three (3) or more consecutive days absent.

Sick days will be prorated annually based on number of months worked.

ARTICLE 11 - VACATION AND VACATION PAY

- 11.01 All employees shall receive annual vacations, with pay, calculated at six percent (6%) of their regular earnings.
- 11.02 Employees' requests for vacation shall be made in writing on a "Company form" to their immediate supervisor, and a written reply shall be given by the authorizing supervisor within five (5) business days of the request. If no written reply is given the employee must contact the next level of management who has

five (5) days to respond. If there is any further delay the matter will be settled in accordance with the grievance procedure set out in Article 23.

- 11.03 During the peak season (May to October), on a first come first served basis, the Employer will endeavour to grant vacations at a maximum of one week in duration. At all other times, the Employer will endeavour to grant vacations for the time requested, considering business requirements and will not unreasonably refuse such requests.
- 11.04 Unused vacation time and vacation pay shall be carried over until the following year, but such unused vacation time will be paid out no later than the last pay day of March of that following year.

ARTICLE 12 - STATUTORY HOLIDAYS

- 12.01 The Employer agrees to observe and pay the following twelve (12) Statutory Holidays at regular hourly rates for eight (8) or ten(10) hours per day, depending on daily regular hours worked:

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

Any additional Statutory Holidays declared by either the federal or provincial government shall be covered by the provisions of this Article.

- 12.02 a) Regular employees shall be eligible for paid Statutory Holidays following two hundred forty (240) hours or (30 days) worked. Employees must also work the regularly scheduled day before and regularly scheduled day following each Statutory Holiday to qualify for Statutory Holiday pay, unless they have received an approved leave of absence. It is understood and agreed that the hours worked required to qualify will not exceed the number of work days stipulated in the *Alberta Employment Standards Code*.
- b) Part-time and regular employees laid off within four (4) calendar weeks of a Statutory Holiday shall receive holiday pay proportionate to their actual regular time worked in the four (4) calendar weeks preceding the holiday.
- 12.03 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of one and one-half (1½) times the regular rate of pay in addition to his holiday pay.
- 12.04 If one of the above-named Statutory Holidays falls on an employee's regularly scheduled day off, his following regularly scheduled workday shall be his Statutory Holiday, unless an alternate day is mutually agreed on between the Employer and the employee.

ARTICLE 13 - LAYOFF PROCEDURE

- 13.01 The Employer will give each employee two (2) hours' notice of layoff. Two (2) hours pay (at the employees base wage rate) may

be given in lieu of notice.

- 13.02 The Employer will not be required to give notice of lay-off when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 13.03 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 lay-off occurred, together with the employee's classification and latest available phone number and e-mail address where possible.
- 13.04 When the Employer deems it necessary to reduce the working force, he shall inform the Steward(s) of the need for lay-offs. When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer shall be guided by the ability of the employees to perform the work.

Recalls from lay-off shall be guided by the same consideration.

- 13.05 Any employee laid off and recalled for work must return within two (2) calendar days when unemployed and within seven (7) days when employed elsewhere, or make definite arrangements with the Employer concerning the date of his return. Employees shall inform the Employer if they should leave on vacation or be unavailable for recall during layoff.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01 The Employer shall notify the Union three (3) months in advance

of his intent to institute material changes in production methods or facilities, which would result in retraining, layoff or termination of employees.

- 14.02 Where jobs are eliminated due to technological change, the affected employees will be given the opportunity to be trained to operate the new equipment or to assume other duties if available.
- 14.03 Employees whose employment is terminated because of technological change shall be entitled to severance pay of one (1) week's pay at regular straight time for each year of service with the Employer.
- 14.04 Any dispute in relation to adjustment to technological change must be referred to grievance as provided for in Article 23.

ARTICLE 15 - TRANSPORTATION, TRAVEL TIME, AND OUT-OF-TOWN JOBS

- 15.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and subsistence allowances is to provide a fair means of compensating employees for additional travel and subsistence expenses they incur while working on projects beyond a reasonable distance from their residence.
- 15.02 For the purpose of this Agreement, the Employer's base of operation is defined as the city centres of Calgary or Edmonton; the job site; or any other yard operated by the Employer. It is understood that the Employer will advise the Union prior to opening new yard sites.

15.03 There shall be a free travel zone of sixty (60) kilometre radius around the base of operations. Travel in excess of sixty (60) kilometre radius shall be paid as per CRA guidelines

15.04 Travel Time

- a) On all projects, regardless of accessibility or isolation, where an employee is transported in an Employer's vehicle to and from the job from a set marshalling point (e.g. Employer's shop); such employee will be paid a travel allowance at his regular rate of pay for actual time travelled. The driver of the Employer vehicle in these circumstances is considered to be working when driving an Employer vehicle and is compensated pursuant to Article 9.
- b) Daily travel allowance will be subject to agreement between the Employer and the Union for distant projects.

15.05 Subsistence Allowance

Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, that is a job in excess of seventy five (75) kilometres from the Employers base of operations, the Employer, at their discretion and at their expense, will supply Accommodation and a Meal Allowance of sixty-two dollars and fifty cents (\$62.50) per day for employees. Alternately, the Employer can agree to pay a Subsistence Allowance of one hundred and twenty five dollars (\$125.00) per day to cover room and board and sixty-two dollars and fifty cents (\$62.50) for the last day of work. The Subsistence Allowance per day may change subject to agreement between the Employer and the Union based on area and seasonal cost, with room cost based on two (2) employees per room.

- 15.06 For selected projects with peculiar geographic circumstances, or duration (6 weeks or longer) the Employer may establish alternate or amended policies for transportation, travel, and room and board. Such alternate or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 a) In order to protect the employees and their families from the financial hazards of illness, the Employer agrees to pay the amount as set out in Schedule "A" for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund. An outline of the Plan is listed in Schedule "B".
- b) Employees are eligible to receive coverage on the first day of the month following three hundred fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- c) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage (outlined in Schedule "B") and eligibility requirements for 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.

- 16.02 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule “A” will be paid to that employee, upon attainment of their 75 birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if he/she were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this collective agreement.
- 16.03 The Parties agree that the Health and Welfare in Schedules “A” to be effective January 1 of each calendar year are subject to negotiation. These negotiations will take place prior to January 1 of each calendar year. If the parties do not conclude an agreement before January 1 of each calendar year, all terms and conditions will be retroactive to January 1 once an agreement has been reached. If the parties cannot come to an agreement, either party may refer the matter to the grievance procedure as per Article 22. Until a new agreement has been concluded all provisions in the Collective Agreement will remain in full force and effect.
- 16.04 The Employer further agrees to pay for each employee’s Alberta Health Care Plan costs whether it is for the individual amount or the family amount. This would apply only to employees who have completed probation (Article 6.04); each employee is required to have been employed at least half of the days in a month in order to qualify for that month.

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 may elect to Opt-in to a matching RSP, in addition to the base amount set out in 17.01 (a). For those employees who have completed probation the Employer agrees to contribute up to additional fifty (\$0.50) cents per hour for all hours worked by each employee towards the RSP plan, when the employee contributes up to fifty (\$0.50) cents per hour for all hours worked towards the RSP plan via payroll deduction.
- c) Employees are responsible for completing an Opening Your Plan form, provided by the RSP Plan, in order to register the RSP contributions remitted by the employer.
- d) 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".
- e) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- f) 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.

17.02 Pension

Participation in the CLAC Pension Plan is optional (Opt-in) for all employees who have completed probation. The employees are responsible to complete the enrollment form provided by the Pension Plan.

- a) The Employer will contribute one percent (1%) to the Pension Plan, for all hours worked, for each employee who elects to contribute at least one percent (1%) of their base wage rate to the Pension Plan for all hours worked.

The Employer agrees to contribute an Employer contribution equal to three percent (3%) of the employees gross wages, for each employee with over ten (10) years total service with the Employer that makes an equivalent contribution to the plan. After 10 years total service hours.

- b) The employer will deduct such contributions from the employee's earnings and remit such monies to the Pension Plan. A request for such deductions shall be submitted to the Employer on a form provided by the Pension Plan and a copy of the completed form shall be sent to the applicable CLAC Remittance Team along with the first remittance of such contributions.
- c) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement who have passed probation.
- d) The Employer agrees to deduct, by way of payroll deduction, voluntary employee pension contributions which are above and beyond those contributions specified in 17.02 a). A request for such deductions shall be submitted to the Employer on a form provided by the

Pension Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.

- e) The total amount of all contributions remitted by the Employer on an employee's behalf (employer and employee voluntary), cannot exceed the annual maximum money purchase contribution limits outlined by the Canada Revenue Agency.
- f) Employer, Employee and employee voluntary contributions will be recorded separately on the remittance.
- g) In the event that a remittance has not been received by the Union by the date set out in Article 26, the Employer is responsible to compensate the plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.
- h) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

17.03 Retirement Plan Contribution Details

- a) The Employer will remit RSP and Pension contributions to the Union as outlined in Article 26.
- b) The Employer's contributions to the RSP Plan and the

Pension Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.

- c) The Union acknowledges and agrees that, other than remitting contributions to the Plans, as set out in this Article 26, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP and Pension Plans or be responsible for providing such benefits.
- d) The Employer agrees to provide the Plan with the name, date of birth, social insurance number and current address of all employees on whose behalf contributions are being remitted.

17.04 Where legislation prohibits contributions being made to the Union Sponsored Group RSP and/or Pension Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.01 (a) and 17.02 (a) to that employee on each paycheque. This payment, in-lieu of RSP contributions and or Pension Plan contributions, will not be less than the amount that employee would have received if he/she were still eligible for contributions to the Union Sponsored Group RSP Plan and or Pension Plan.

ARTICLE 18 - TOOLS

18.01 The employees shall be held responsible for all tools and equipment issued to them by the Employer. The Employer shall provide adequate security for all tool storage on the site.

- 18.02 The employees shall be held responsible for the proper maintenance of tools and equipment that the Employer requires. Failure to comply with outline maintenance schedules and company policy for tools and equipment will result in disciplinary action.

ARTICLE 19 - SAFETY

- 19.01 The Employer and employees agree to adhere to all relevant Workers' Compensation Board health and safety regulations.
- 19.02 The Employer will furnish employees with safety hats, gloves, fire retardant coveralls and safety glasses. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.
- 19.03 All employees recalled after one (1) season's work (a minimum of ten [10] months' work) shall be eligible for an annual safety clothing allowance of three hundred dollars (\$300.00). Allowance will be paid out twice a year at the rate of one hundred and fifty (\$150.00) dollars, on the pay period closest to May 15th, and September 30th of each year.
- 19.04 Employees will be required to maintain safe and effective safety clothing. Failure to do so may result in disciplinary action.

ARTICLE 20 - EDUCATION AND TRAINING FUNDS

20.01 **Education Fund**

The Employer agrees to contribute an amount as set out in Schedules “A” for all hours worked by all employees to the Union Education Fund.

20.02 **CLAC Alberta Training Trust Fund**

The Employer agrees to contribute an amount as set out in Schedules “A” for all hours worked by all employees to the CLAC Alberta Training Trust Fund. The use of these funds will be for the general operations of CLAC Alberta Training and will be governed by the policies and procedures of the CLAC Alberta Training Trust Fund and its trustees.

20.03 **Employer Specific Training Fund**

The Employer agrees to contribute an amount as set out in Schedules “A” for all hours worked by all employees to an Employer specific training account held in trust by CLAC Alberta Training. The Employer also agrees that payments for courses will be governed by the policy and procedures of the CLAC Alberta Training Trust Fund and its trustees.

20.04 The Employer agrees to pay for all required training courses as deemed necessary for its employees to complete their currently assigned duties.

These courses will be completed during work time. Employees will earn their regular hourly rate of pay during this time. Such time is eligible for weekly calculation of overtime.

The Employer may request courses not required for the completion of currently assigned duties be done online or additional courses be completed on “off-work” time at the employee’s personal residence or other location. The Employer will pay for said course, the time required to complete the course will be unpaid time.

From time to time the Employee or Employer may request the completion of courses that will allow for advancement between classifications. The employees’ term of service and safety record will be considered when approving a non-required training course. Employees will be expected to complete a predetermined term of service upon reimbursement, and if the employee fails to complete this term of service they will be expected to refund an agreed upon portion to the Employer. The employee will be responsible for providing the time to complete the course as unpaid.

ARTICLE 21 - UNION-MANAGEMENT RELATIONS

- 21.01 The parties to this Agreement pledge to work toward 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 toward 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.

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

- i) improving job site labour and material handling efficiency;
- ii) hiring policies;
- iii) discipline and discharge policies;
- iv) training and promotion;
- v) safety measures;
- vi) matters that affect the working conditions of the employees.

b) The Employer and the Union shall each appoint up to three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be mailed to the Union's office.

- 21.03 A committee member attending Union-Management meetings during regular working hours shall be entitled to his regular hourly 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-five dollars (\$25.00) to a committee member for each meeting attended.
- 21.04 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless abridged, delegated, or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.
- 21.05 The Union and the Employer may determine, on a project or site basis, if relief from an obligation is required to become competitive or if employee concerns have not been addressed herein and should the necessity arise, may, by agreement in writing, add, amend, or delete any terms or conditions of the Agreement for the duration of the job or project.

ARTICLE 22 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 22.01 The Employer may grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:
- a) Marriage of the employee;
 - b) Sickness of the employee or employee's immediate family;
 - c) Birth or adoption of the employee's own child;

- d) Union activity, other than the establishment of this Agreement;
- e) Death of a family member not outlined in Article 21.02;
- f) Job related training; or
- g) Other personal reasons as approved by the Employer.
- h) or any provisions and/or amendments provided under Alberta Employment Standards.

22.02 Bereavement Pay

An employee will be granted a three (3) day leave of absence with pay, at the employee's regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, common law spouse, child, legal dependent, father, mother, father-in-law, mother-in-law, brother, brother in-law, sister, sister in-law, grandparents, and grandchildren. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.

- 22.03 Following a leave of absence, employees who fail to report back for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 The parties to this Agreement recognize the Stewards, and the CLAC Representatives specified in Article 4, as the agents through

which the employees shall process their grievances and receive settlement thereof.

23.02 INFORMAL PROCEDURE: As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

23.03 Grievances

- a) "Grievance" means 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.
- b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a 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.
- c) Policy Grievances
 - i) A Union "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative of the Union.
 - ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the employer.

- d) Any grievance referred to above will identify:
 - i) The facts giving rise to the grievance;
 - ii) The section or sections of this Agreement claimed to be violated;
 - iii) The relief requested; and
 - iv) Where practical will be signed by the employee.

23.04 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "work days". A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. The time limits will resume on the date of such unilateral declaration from where they left off at the last step filed by either party. The parties may agree in writing to extend the time limits at any time.

23.05 Neither the Employer nor the Union shall 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 shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

23.06 If the Employer does consider or process a grievance which has been presented late, the Employer will be estopped or precluded at any stage from taking the position that the grievance is late and not subject to arbitration.

23.07 No employee will have a grievance until where reasonably possible; the employee has discussed the complaint with their immediate Supervisor. If the employee's Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

23.08 Step 1

An employee having a grievance will, accompanied by a Steward or a CLAC Representative, submit the same to his immediate supervisor in writing within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance no later than the third (3rd) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2

If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said 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 or within five (5) days of the date on which the decision should have been made in Step 2 to the other party.

23.09 Due to the distances involved, the time limits beyond Step 1 shall remain flexible in order to deal fairly with the grievance.

23.10 Union Policy Grievance or Employer Grievance

- a) A Union “Policy Grievance” or an Employer “Policy 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 grievor. 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 23.08 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.
- b) 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.

ARTICLE 24 - ARBITRATION

- 24.01 If the parties fail to settle the grievance at Step 3 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 24.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 3 of the Grievance Procedure.
- 24.03 If a notice of desire to arbitrate is served, the two parties shall meet within seven (7) days of service, in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator. The Arbitrator will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 24.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 24.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, the two parties shall each then nominate an Arbitrator within seven (7) days of the failure to refer the matter to an agreed upon single Arbitrator and shall notify the other party of the name of the aforesaid nominee. The two Arbitrators so appointed shall attempt to select by agreement a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 24.06 No person who has been involved in an attempt to negotiate or

settle the grievance may be appointed as Chairman.

- 24.07 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman of the Arbitration Board governs.
- 24.08 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 24.09 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 appoint an Arbitrator in accordance with Article 24.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 24.10 It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 23 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 24.11 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at day rate or hourly 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 single Arbitrator or Arbitration Board.
- 24.12 Where the single Arbitrator or Arbitration Board 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 circumstances surrounding the discharge or suspension, the single Arbitrator or the Arbitration Board may substitute a penalty which is, in the opinion of the single Arbitrator or Arbitration Board, just and equitable.

- 24.13 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

ARTICLE 25 - WARNING, SUSPENSION, AND DISCHARGE

- 25.01 The parties recognize the importance of undertaking progressive disciplinary action to address job-related behavior in the event that an employee is not meeting expectations.
- 25.02 The Employer will ensure that a progressive disciplinary action process is in place and applied consistently. (Verbal, Written, Suspension, Discharge). This process includes a series of progressive corrective steps (based on the severity of the behaviour or conduct in question) to address employee performance concerns or specific incidents.
- 25.03 An employee has the right to request the presence of a Steward for all investigatory and disciplinary meetings. If a discipline calls for a suspension or termination a steward or representative must be present.
- 25.04 An employee may be progressively disciplined, suspended or discharged for proper cause by the Employer. Proper cause may include, but is not limited to attitude and performance:

- i) the refusal by an employee to abide by Safety Regulations;
- ii) the use of narcotics, alcohol or cannabis, reporting for work while under the influence of such substances;
- iii) the refusal by the employee to abide by the requirements of the Employer's clients;
- iv) the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices.

Such discipline, suspension or discharge is subject to the Grievance Procedure.

- 25.05 An employee will be deemed to have voluntarily quit if they fail to contact or show up for work without the approval of the Employer for two (2) consecutive business days.
- 25.06 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be provided in writing by the supervisor. In the event of suspension or discharge the Employer will present such discipline, in writing, to the Employee in person. The supervisor will send a copy of such warning to the Union Steward and Union office within twenty-four (24) hours.
- 25.07 Within five (5) business days following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to the grievance

procedure.

ARTICLE 26 - DUES AND TRUST FUND PAYMENTS

- 26.01 The parties acknowledge that delinquent payments to the Union as per Article 7 or for any of the Employer contributions to the Funds established in Articles 16, 17 and 20 will pose a serious threat to the plan participants. Therefore the Trustees of the Funds are empowered to take any action in law necessary to collect all Funds owing, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.
- 26.02 Contributions will be made to the Union Provincial Remittance Processing Centre pursuant to Articles 7, 16, 17 and 20, each month, by the twentieth (20th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 26.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have five (5) working days to correct this error.
- 26.04 If the Employer satisfies all its obligations under Articles 26.02, 26.03 and 26.04, relating to Articles 7, 16, 17 and 20, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, Union dues arrears, Administration dues, the Health and Welfare plan, the RSP, and the Education and Training funds, excluding any costs the Employer incurs defending such claims.

26.05 The Employer will, and will be deemed to, keep all Union dues, Union dues arrears, Administration dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 20, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union Provincial Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues, Administration dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

ARTICLE 27 - COLLECTIVE AGREEMENT AMENDMENTS

27.01 It is understood and agreed that the wage rates and other provisions set out in this Agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects or to enable the Employer to compete with non-union competition and/or with other specific union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) work days of receiving the request from the other party. Any amendment resulting from the discussions under these terms

will be put in writing and signed by a representative of the Employer and a Representative of the Union.

27.02 Pre-Job Conferences

- a) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

- b) A copy of the signed pre-job conference report will be provided to the Employer and the Union.

ARTICLE 28 - DURATION

- 28.01 This Agreement shall be effective the first (1st) day of May two thousand and nineteen (2019), and shall remain in effect until the thirty (30th) day of April two thousand and twenty two (2022) and for further periods of one (1) year, unless either party shall give notice of the desire to delete, change, or amend any of the provisions contained herein, within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.
- 28.02 Until a new Agreement has been concluded, all provisions in this Collective Agreement shall remain in full force and effect.
- 28.03 Should negotiations not be completed prior to the expiration

**CANADIAN UTILITY CONSTRUCTION CORP.
COLLECTIVE AGREEMENT: MAY 1, 2019 – APRIL 30, 2022**

date of this Agreement the implementation date of all negotiated items shall be decided by mutual agreement between the two parties.

DATED at Calgary, Alberta, this 7 day of October, 2019

**Signed on behalf of
CANADIAN UTILITY
CONSTRUCTION CORP.**

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



Authorized Representative


Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

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Authorized Representative

Authorized Representative

CANADIAN UTILITY CONSTRUCTION CORP.
COLLECTIVE AGREEMENT: MAY 1, 2019 – APRIL 30, 2022

Canadian Utility Construction Corp.
 Schedule "A"
 Classifications and Hourly Rates
 May 1, 2019

CLASSIFICATIONS	Base Wage May 1, 2019	Health & Welfare	RRSP	RRSP Employer Matching ***	Pension Employer Matching ***	Education Fund	General Fund	Employer Specific	Total
	2.20%				1%				
Truck Driver									
with Class 3	\$26.53	\$1.81	\$0.75	\$0.50	\$0.27	\$0.04	\$0.07	\$0.03	\$30.00
with Class 1 Level 1	\$27.71	\$1.81	\$0.75	\$0.50	\$0.28	\$0.04	\$0.07	\$0.03	\$31.18
with Class 1 Level 2	\$29.52	\$1.81	\$0.75	\$0.50	\$0.30	\$0.04	\$0.07	\$0.03	\$33.01
with Class 1 Level 3	\$31.31	\$1.81	\$0.75	\$0.50	\$0.31	\$0.04	\$0.07	\$0.03	\$34.82
Small Equipment Operator									
(mini excavator, skid steer, trencher)									
Level 1	\$27.10	\$1.81	\$0.75	\$0.50	\$0.27	\$0.04	\$0.07	\$0.03	\$30.57
Level 2	\$27.95	\$1.81	\$0.75	\$0.50	\$0.28	\$0.04	\$0.07	\$0.03	\$31.43
Level 3	\$28.61	\$1.81	\$0.75	\$0.50	\$0.29	\$0.04	\$0.07	\$0.03	\$32.09
Large Equipment Operator									
(Backhoe, Large excavator)									
Level 1	\$30.11	\$1.81	\$0.75	\$0.50	\$0.30	\$0.04	\$0.07	\$0.03	\$33.61
Level 2	\$30.99	\$1.81	\$0.75	\$0.50	\$0.31	\$0.04	\$0.07	\$0.03	\$34.50
Level 3	\$32.51	\$1.81	\$0.75	\$0.50	\$0.33	\$0.04	\$0.07	\$0.03	\$36.04
Level 4	\$33.04	\$1.81	\$0.75	\$0.50	\$0.33	\$0.04	\$0.07	\$0.03	\$36.57
Hydrovac & Directional Drill Operators									
Level 1 Apprentice w/ 6 months experience	\$24.84	\$1.81	\$0.75	\$0.50	\$0.25	\$0.04	\$0.07	\$0.03	\$28.29
Level 2	\$28.61	\$1.81	\$0.75	\$0.50	\$0.29	\$0.04	\$0.07	\$0.03	\$32.09
Level 3 w/Class 1	\$32.36	\$1.81	\$0.75	\$0.50	\$0.32	\$0.04	\$0.07	\$0.03	\$35.88
Level 4 w/ Class 1 and 36+ months experience	\$34.56	\$1.81	\$0.75	\$0.50	\$0.35	\$0.04	\$0.07	\$0.03	\$38.11
Fuser									
Level 1	\$26.50	\$1.81	\$0.75	\$0.50	\$0.26	\$0.04	\$0.07	\$0.03	\$29.96
Level 2	\$27.71	\$1.81	\$0.75	\$0.50	\$0.28	\$0.04	\$0.07	\$0.03	\$31.18
Level 3	\$28.61	\$1.81	\$0.75	\$0.50	\$0.29	\$0.04	\$0.07	\$0.03	\$32.09
Level 4	\$30.18	\$1.81	\$0.75	\$0.50	\$0.30	\$0.04	\$0.07	\$0.03	\$33.69
Labourer/Field Clerk									
Level 1	\$20.47	\$1.81	\$0.75	\$0.50	\$0.20	\$0.04	\$0.07	\$0.03	\$23.88
Level 2	\$22.28	\$1.81	\$0.75	\$0.50	\$0.22	\$0.04	\$0.07	\$0.03	\$25.71
Level 3	\$24.09	\$1.81	\$0.75	\$0.50	\$0.24	\$0.04	\$0.07	\$0.03	\$27.53
Level 4	\$25.35	\$1.81	\$0.75	\$0.50	\$0.25	\$0.04	\$0.07	\$0.03	\$28.80
Flagger									
	\$18.07	\$1.81	\$0.75	\$0.50	\$0.18	\$0.04	\$0.07	\$0.03	\$21.45
Gasfitters									
Level 1 Apprentice	\$24.25	\$1.81	\$0.75	\$0.50	\$0.24	\$0.04	\$0.07	\$0.03	\$27.70
Level 2 "C" Ticket	\$30.36	\$1.81	\$0.75	\$0.50	\$0.30	\$0.04	\$0.07	\$0.03	\$33.87
Level 3 "B" Ticket	\$35.76	\$1.81	\$0.75	\$0.50	\$0.36	\$0.04	\$0.07	\$0.03	\$39.31
Level 4 Experienced "B" Ticket	\$38.31	\$1.81	\$0.75	\$0.50	\$0.38	\$0.04	\$0.07	\$0.03	\$41.89
Level 5 "A" Ticket	\$41.50	\$1.81	\$0.75	\$0.50	\$0.42	\$0.04	\$0.07	\$0.03	\$45.12
Heavy Equipment Technician									
Journeyman - Heavy Equipment Technician	\$39.86	\$1.81	\$0.75	\$0.50	\$0.40	\$0.04	\$0.07	\$0.03	\$43.46
HE Technician - apprentice 1st year (60%)	\$23.91	\$1.81	\$0.75	\$0.50	\$0.24	\$0.04	\$0.07	\$0.03	\$27.35
HE Technician - apprentice 2nd year (70%)	\$27.90	\$1.81	\$0.75	\$0.50	\$0.28	\$0.04	\$0.07	\$0.03	\$31.38
HE Technician - apprentice 3rd year (80%)	\$31.89	\$1.81	\$0.75	\$0.50	\$0.32	\$0.04	\$0.07	\$0.03	\$35.41
HE Technician - apprentice 4th year (90%)	\$35.87	\$1.81	\$0.75	\$0.50	\$0.36	\$0.04	\$0.07	\$0.03	\$39.43
Foremen									
Foreman Probationary	\$35.53	\$1.81	\$0.75	\$0.50	\$0.36	\$0.04	\$0.07	\$0.03	\$39.09
Foreman Level 1	\$36.61	\$1.81	\$0.75	\$0.50	\$0.37	\$0.04	\$0.07	\$0.03	\$40.18
Foreman Level 2	\$37.70	\$1.81	\$0.75	\$0.50	\$0.38	\$0.04	\$0.07	\$0.03	\$41.28
Foreman Level 3	\$38.84	\$1.81	\$0.75	\$0.50	\$0.39	\$0.04	\$0.07	\$0.03	\$42.43
Foreman Level 4	\$39.99	\$1.81	\$0.75	\$0.50	\$0.40	\$0.04	\$0.07	\$0.03	\$43.59

*** only if the employee matches as per Article 17.01 b) and 17.02 a)

SCHEDULE "A"

NOTES

1. Wage Adjustments 2020 and 2021

2020:

All base hourly wage rates effective May 1, 2020 will receive a minimum of one and a half percent (1.5%) increase, if COLA (Cost of Living Adjustment) reflective of the “% change” value found in the “Alberta” “All Items” CPI (Consumer Price Index) from the twelve (12) month trailing average of the most recent month published prior to May 1 (expected to be March 2019 to March 2020), is higher than the one and half percent (1.5%) then the actual amount of COLA will be the wage increase for 2020.

2021:

All base hourly wage rates effective May 1, 2021 will receive a minimum of one and three quarters percent (1.75%) increase, if COLA (Cost of Living Adjustment) reflective of the “% change” value found in the “Alberta” “All Items” CPI (Consumer Price Index) from the twelve (12) month trailing average of the most recent month published prior to May 1 (expected to be March 2020 to March 2021), is higher than the one and three quarters percent (1.75%) then the actual amount of COLA will be the wage increase for 2021.

2. Wage Scales

The above wage scale and classifications represent the normal time frame progression for employees. At the discretion of the Employer, skilled employees may advance at an accelerated rate, based on competency.

3. Wage Progression

The levels of wage progression will be based on the levels which have been adopted.

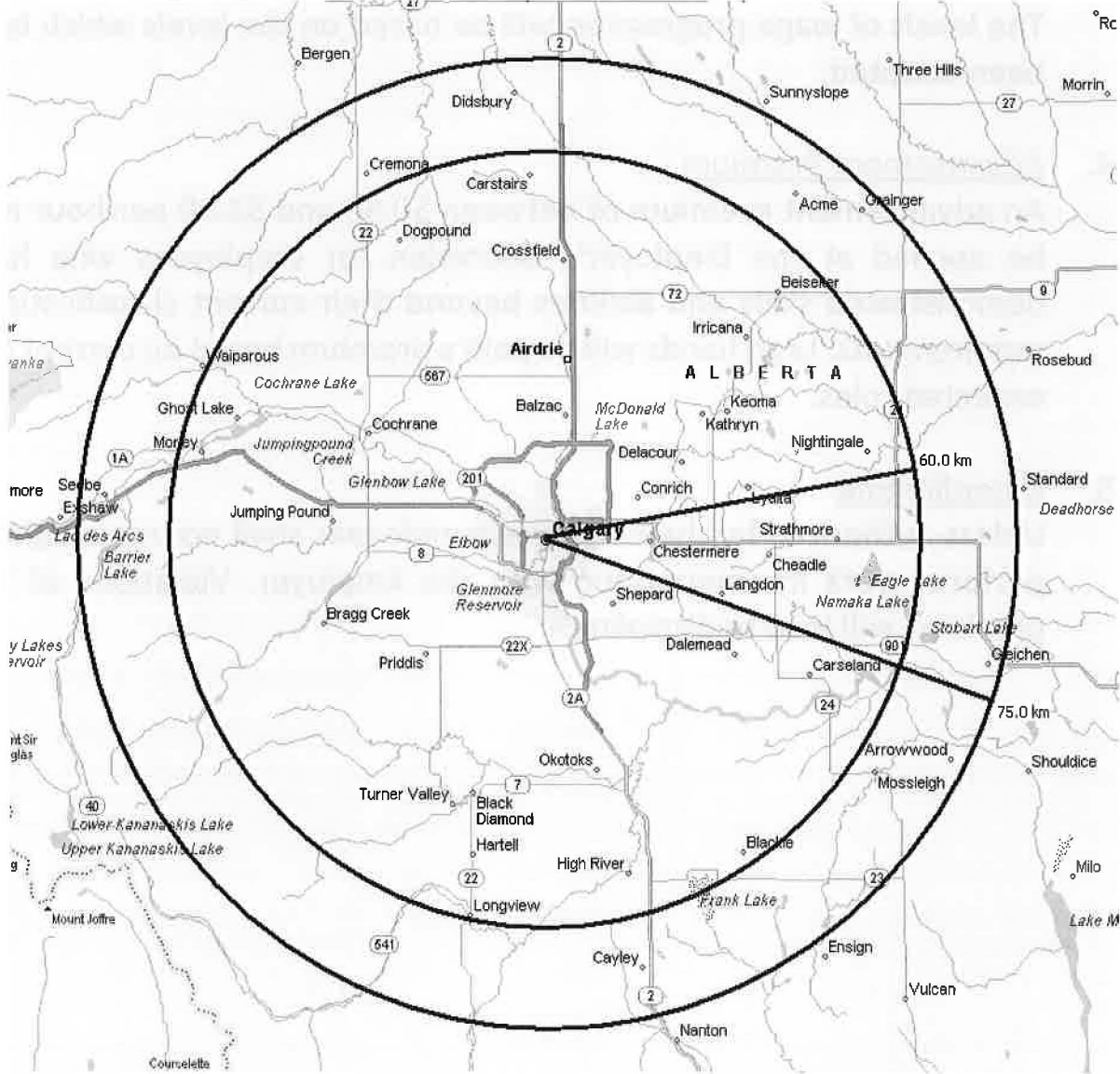
4. Advancement Premium

An advancement premium of between \$0.50 and \$2.00 per hour may be applied at the Employer's discretion for employees who have demonstrated skills and abilities beyond their current classification's requirements. Lead hands will be paid a premium based on current and expected roles.

5. Moonlighting

Unless authorized by the Employer, employees shall not moonlight or perform work in competition with the Employer. Violations of this provision will lead to discipline.

Radius Map as per Article 15.03 and 15.05



SCHEDULE “B”

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;
- semi-private hospital coverage with no deductible for employee and family;

- 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

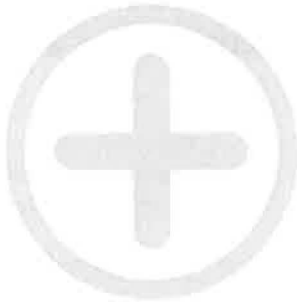
SCHEDULE “C”

CONSCIENTIOUS OBJECTOR STATUS

*(This schedule does not form part of the collective agreement.
It is for information only.)*

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.

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.

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