



# **COLLECTIVE AGREEMENT**

Between

**Midwest Pipelines Inc.**

**Pipeline - Alberta**

And

**Construction Workers Union,  
CLAC Local 63**

**DURATION: June 1, 2021 – May 31, 2023**

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# **COLLECTIVE AGREEMENT**

**Between**

**Midwest Pipelines Inc.  
(hereinafter referred to as "the Employer")**

**and**

**Construction Workers Union, CLAC Local 63  
(hereinafter referred to as "the Union")**

**June 1, 2021 – May 31, 2023**

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**COLLECTIVE AGREEMENT**

**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:

- a) To recognize mutually the respective rights, responsibilities and functions of the parties;
- b) To provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits as set forth in this Agreement;
- c) To establish a just and prompt procedure for the disposition of grievances;
- d) To establish an equitable system for the promotion, discipline, transfer and lay-off of employees;
- e) Through the full and fair administration of all the provisions contained within this Agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

- 1.02 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 cooperative labour/management relations:
- a) The industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of management;
  - b) The economic character springs from a continuous striving towards efficient use of scarce resources, energy and the environment, and in the adequate development of the employees, research, production and marketing; and
  - c) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 1.03 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. Such rights and privileges may only be amended by mutual agreement.
- 1.04 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, in bad faith, or that violates applicable human rights legislation.
- 1.05 Should any part of this Agreement be declared invalid the remainder of this Agreement will continue in full force and effect.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit working in the Province of Alberta as defined in the existing Alberta Labour Relations Board (“ALRB”) certificates covering:

541-2015 Pipeline Construction Operating Engineers  
542-2015 Pipeline Construction Pipefitters  
543-2015 Pipeline Construction Labourers  
544-2015 Pipeline Construction Teamsters

The Employer further recognizes the Union as the sole bargaining agent of all other employees in the bargaining unit working in the Province of Alberta as defined in Article 2.02 and/or classified in the wage schedules attached hereto and made part hereof.

2.02 This Agreement covers all employees of the Employer when employed in pipeline construction and maintenance in the Province of Alberta save and except; Field Engineers, Surveyors, Safety Coordinators, Clerical Field Staff, Shop Employees, Management and Office Staff.

2.03 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.

2.04 Whenever the term “employee” is used in this Agreement, it will be construed to include “dependent contractor” as defined under relevant labour laws.

### **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 working force and employees; to transfer, assign, promote, demote, classify, layoff, rehire 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 type 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 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, meets quality and within required time limits.

3.04 The Employer will notify 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 its employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.

## **ARTICLE 4 - UNION REPRESENTATION**

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

#### 4.01 Stewards:

- a) The Union has the right to appoint mutually agreed upon Union Stewards (“Stewards”), in consultation with the Employer, 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 four (4) per project. The Chief Steward will receive two dollars (\$2.00) per hour in addition to their regular hourly rate. All other Stewards will receive one dollar (\$1.00) per hour in addition to their regular rate. The Union will advise the Employer in writing of the names of the Stewards. The premium will take effect upon written notification from the Union. The effective date will be the pay period following the notification.
  
- b) 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.

The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.

- c) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of

each project, provided that there is at least one (1) Steward on site at all times.

- d) A Steward, when practical, will be given the opportunity to address all new employees during their site orientation session, for the purpose of introducing themselves and the Union and providing the employees with Union information that pertains to them.

#### 4.02 Representatives:

- a) Duly appointed Representatives of the Christian Labour Association of Canada 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. Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the names of its duly appointed representatives.
- b) Representatives of the Union will have access to visit job sites or convening yards during normal working hours subject to the following:
  - i) The Union Representative will identify themselves to the job Foreman upon arriving at a job site;
  - ii) In no case will such representative interfere with the progress of work.

4.03 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.

4.04 Negotiating Committee

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 hourly rates for all time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the employees concerned.

**ARTICLE 5 - STRIKES AND 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, and the Employer and Union agree to the process set out below which is intended

to give preference to qualified Union members who are able to meet the requirements of the job.

- a) The Union shall supply to the Employer a list of currently available Union members, including their names, current classifications and current contact information, that are qualified and who are able to meet the requirements of the job in advance of a project commencing.
- b) The Employer shall utilize the list of Union members and submit the names of all requested employees to the Union office in Edmonton for approval by the Union. Approval by the Union of the employees shall not be unreasonably withheld
- c) The Union supports Aboriginal and Local hires for the project. The Employer will submit the names of any Aboriginal and Local hires.

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. Before commencing work, any new employee will be referred by the Employer to a Steward or a Representative in order to give such Steward or Representative an opportunity to describe the Union purposes and representation policies.

6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement, subject to the Constitution of the Union, 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 two month probationary period and thereafter will 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.
- 6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and rehired by the employer will not serve a new probationary period.
- 6.07 The Union shall use its best efforts to ensure that all employees being dispatched to a jobsite meet the following requirements:
- a) Successful completion of the Pipeline Construction Safety Training Program (PCST) and any Online Orientation as required,
  - b) Successful completion of Standard Level C with CPR First Aid Training,
  - c) For those employees required to operate an Employer owned vehicle successful completion of an approved Defensive Driving Program, and
  - d) Such other certifications and courses as are necessary for a particular employee's classification (e.g. Ground Disturbance Training for Operators, H2S Alive).

Additional qualifications and requirements may be agreed to as part of the Pre-job report. The Employer will inform the employee of job requirements prior to hire. The Employer shall not have a duty to employ anyone who does not meet the requirements under Article 6.07.

- 6.08 Each employee will be required to produce to the Employer, at the time of hire, a current driver's abstract. A driver's abstract will be considered current if it is dated no more than thirty (30) days prior to the employee's hire date.
- 6.09 An employee who quits or is terminated for just cause and is rehired will 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 and Administration dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the twentieth (20<sup>th</sup>) 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 employee agree that the Employer will be indemnified and 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 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.
- 7.04 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.
- 7.05 The Employer agrees to include the amount of union dues paid by each employee for each tax year on the employee's T-4 slip.

## **ARTICLE 8 - WAGE 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 Schedules "A", "B" and "C" as appropriate to the work. 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. The wage schedule that is agreed to at the time of the pre-job will be firm for the duration of the project and not subject to escalation of any kind. If there is a dispute the matter will be settled in accordance with the arbitration 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 will be subject

to negotiations 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 apply directly for arbitration under Article 23.

### 8.03 Show Up Time

An employee who comes to work without having been notified that there is no work available will receive a minimum of two (2) hours pay at the employees prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.

In case of lack of work due to adverse weather or environmental conditions, the employee will receive a minimum of two (2) hours show up time pay at the prevailing hourly rate and their full accommodation allowance if and when applicable, for all days until the Employer declares a shutdown.

In the event a shutdown is declared, the following will apply:

#### One (1) Day Shutdown:

In the event a one day shutdown is declared due to adverse weather or environmental conditions, the employee will receive their full accommodation allowance for the shutdown day.

If the one day shutdown situation changes into a two day or longer shutdown, and it is declared after 9:00am, one additional daily full accommodation allowance if and when applicable, will be paid.

### Shutdown of Two (2) Days or Longer:

If employees report to work and are notified of the shutdown before 9:00am on the day of the shutdown, a minimum of two (2) hours will be paid and full accommodation allowance for that day if and when applicable. However no accommodation allowance will be paid for any additional days of the shutdown.

If employees report to work and are notified after 9:00am on the day of the shutdown, a minimum of two (2) hours will be paid and full accommodation allowance for that day if and when applicable, and full accommodation allowance for the next day of the shutdown.

### 8.04 Starting Work

An employee who starts work (or has cleared the marshaling point) and is prevented from completing their normal work day will receive the greater 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.

8.05 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.

8.06 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.

8.07 If the Employer bids on jobs which specify a specific rate schedule the parties agree to meet to determine the rate to be paid for the particular project.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

9.01 The regular work week will be forty (40) hours per week, consisting of five (5) eight (8) hour days.

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) regular straight time hours per day and forty (40) regular straight time hours per week.

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

9.04 When a scheduled break occurs it will include a Sunday.

9.05 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 subject to Article 3.01.

9.06 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. Such amendments will be noted on the pre-job conference report subject to Article 27.

- 9.07 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 other than those stipulated in Articles 8.03 and 8.04.
- 9.08 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 a meal period of one half (0.5) hour per shift. Such period will be considered as time worked. Employees will be entitled to an additional coffee break for every four (4) hours overtime worked in a given day.
- 9.09 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.
- 9.10 Sunday will be deemed the first day of the week.

## **ARTICLE 10 – LAY-OFF PROCEDURE**

- 10.01 The Employer will give the employee and the Union four (4) hours notice of layoff, when possible.
- 10.02 The Employer will not be required to give four (4) hours 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 provide the Union office in Edmonton with a list of all employees, their social insurance

number, classification and lay-off date on a timely basis, when requested.

## **ARTICLE 11 - VACATION AND VACATION PAY**

- 11.01 All employees will be entitled to receive an amount equal to six percent (6.0%) of their regular straight time hour earnings in vacation pay.
- 11.02 Vacation Pay will be paid to employees each pay period.
- 11.03 The Employer will consider vacations at the times requested considering business requirements.

## **ARTICLE 12 - HOLIDAYS AND HOLIDAY PAY**

- 12.01 All employees will be entitled to receive an amount equal to four percent (4.0%) of their regular straight time hour earnings in lieu of the following holidays:
- New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any further days proclaimed by the Provincial Government.
- 12.02 Employees required to work on one of the above general holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.
- 12.03 Holiday Pay will be paid to employees in each pay period.

## **ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND ACCOMMODATION**

13.01 It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence.

### 13.02 Travel Allowance

- a) Subject to the Pre-Job Conference Report, travel allowance will be paid for all projects.
- b) Travel allowances are paid only for the beginning and the end of projects and do not apply to shutdowns or inclement weather delays;
- c) Travel allowances will not be used in computing overtime.
- d) Travel allowance will be reimbursed as follows:
  - i) Unless otherwise agreed during the Pre-job Conference, for initial travel to a specific project site, travel allowances are paid following their first three weeks of work.
  - ii) If an employee voluntarily quits or is terminated for cause prior to the completion of their first three (3) weeks of work on a specific project, then such travel will not be reimbursed. If an employee voluntarily quits or is terminated for cause after completion of their first three (3) weeks of work on a specific

project, the employee will not be compensated for travel from the worksite.

- iii) In addition to the initial travel to and from the worksite, travel allowance may be repeated for all scheduled breaks of durations of four (4) days or longer, or as agreed in the Pre-job Conference Report. A scheduled break shall be as defined in the Pre-job Conference Report. An example of a scheduled break would be Christmas Holidays or a Spring Break-up period.
  
- iv) Travel Allowance shall be paid from the Edmonton CLAC Member Centre to the project site. The Edmonton CLAC Member Centre is located at:

14920 118 Ave.  
Edmonton, AB T5V 1B8

The project site is to be determined and listed in the Pre-job Conference Report.

- v) Travel allowance will be paid at the rate of fifty-five cents (\$0.55) per kilometre traveled, with a minimum travel allowance of three hundred (300) kilometres paid to the employee.
  
- vi) Employees whose classification requires the use of their own vehicle in the performance of their duties will be paid at the rate of eighty cents (\$0.80) per kilometer, with a minimum travel allowance of three hundred (300) kilometres paid to the employee.

- vii) To be eligible for travel allowance, an employee's actual permanent residence must be (50) kilometers by shortest road distance from the project Marshaling Point.

### 13.03 Travel Time

For all initial travel to and from the respective CLAC office in Article 13.02 and the project site, where an employee transports an Employer's vehicle, the employee will be paid their regular straight time rate of pay for actual time traveled. Such employees will not receive duplicating travel allowances, but at no time will payment be less than as outlined in Article 13.02.

### 13.04 Transfers

An employee's regular straight time rate of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.02 and 13.03.

### 13.05 Daily Travel

Daily travel will be paid to all employees from the time an employee leaves the marshaling point to the time they return to the marshaling point.

The marshaling point shall be limited to places where there are food, lodging and laundry facilities.

### 13.06 Accommodation Allowance

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal

place of residence overnight, the Employer agrees to pay daily accommodation allowance (as set out in Schedules “B” and “C”) to cover room and board or alternately the Employer, at their discretion will provide at the Employer's expense, room and board accommodation for the employees.

Allowance will not be paid for any day on which an employee does not work of their own accord for reason other than job related accident.

- b) Accommodation allowance, in accordance with Schedules “B” and “C” will be paid subject to the following conditions:
- i) To be eligible for accommodation an employee's actual permanent residence must be fifty (50) kilometers by shortest road distance from the project Marshaling Point;
  - ii) Employees deemed eligible for Travel and Accommodation allowances will be required to provide recent proof of residence prior to commencement of employment and prior to any payment. Proof of residence will be determined by providing two (2) or more of the following documents (unless otherwise stipulated by the client). One (1) of these documents must be dated within 90 days of their start date:
    - Voter List
    - Utilities, Telephone Bill (not mobile phone) or

- Government Issued Documents (Canadian Revenue Agency, Driver's License, Municipal Tax Bill, Income Tax Assessment etc.)
- iii) If there has been a change of address in the three (3) months immediately preceding date of hire then proof of residency must be established through utility bills or moving expenses.
  - iv) If a dispute arises it will be solved through means of a computer road map distance and finder software such as Map Quest. The Union will act as the arbitrator in these situations.
  - v) Accommodation allowance begins on the day of travel to the site (i.e. one day prior to the employee's first scheduled shift at the start of the project, or on return from a shutdown). This is subject to the employee having met the conditions under Article 6.07.
  - vi) Accommodation allowance will be paid for all work days and all show-up days outlined in Article 8.03 and will not normally apply on scheduled days off unless specified by a supplementary project agreement between the Employer and the Union. In the event the employees are scheduled to work six (6) days on and one (1) day off, full accommodation allowance will be paid for the day off.
  - vii) On projects for which a sleeping camp is supplied for employees' use, those employees making use of the camp will receive reasonable partial accommodation

allowance to be determined between the Employer and the Union.

13.07 For selected projects with peculiar geographic circumstances, the parties may establish alternative or amended policies for transportation, travel and room and board. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union.

13.08 In the event the employee is required to live in a full accommodation camp, the employee will receive twenty dollars (\$20.00) for each day worked. These monies will be paid at the time the employee is laid off, and is subject to the employee staying the duration of their assigned work.

13.09 Camp Standards

Specific details as outlined in Schedule “D”.

13.10 Compensation for Employees who Operate Passenger Vehicles owned by the Employer

Labourers and Operators (all other classifications are excluded) who are assigned to operate an Employer owned vehicle (crew cab or van) which regularly transports employees and who fuel, clean and inspect the vehicle outside of work hours, will be provided thirty five dollars (\$35.00) per day subject to the following:

- Operating the vehicle within the rules and regulations of governing province

- Regular housekeeping and cleaning of vehicle's interior and exterior
- Regular monitoring and reporting of any maintenance requirements
- Reporting of any incident or damage to the vehicle that has been assigned to the employee regardless of fault of other employee operating vehicle at time of incident
- Employee operating a vehicle has passed a Defensive Driving Course and holds a valid certificate
- To be eligible for this allowance, employees must be informed and approved by management prior to the commencement of these responsibilities.

The Employer has a right to conduct a weekly inspection of the vehicle as required. If the conditions listed above are not met to an acceptable standard, the daily allowance will not be paid until corrective action is taken. The daily allowance will be paid out in full at time of layoff, subject to final inspection by the Employer.

## **ARTICLE 14 - UNION-MANAGEMENT COMMITTEE**

14.01 In order to build a cooperative relationship between the Employer, the Union, and the Employees, 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:

- Safety measures
- Hiring policies
- Training and promotion
- Matters that affect the working conditions of the employees
- Discipline and discharge policies

14.02 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 distributed to attending members.

14.03 A committee member, attending the Union-Management meetings during regular working hours, will be entitled to their 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 fifty dollars (\$50.00) to a committee member for each meeting attended.

14.04 The Employer may meet periodically with its 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 Health and Safety 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 The Employer and the Union will each appoint representatives to the Committee.
- 15.03 A committee member, attending the Health and Safety Committee meetings during regular working hours, will be entitled to their 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 fifty dollars (\$50.00) to a committee member for each meeting attended.
- 15.04 The Employer will make practical provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- 15.05 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- 15.06 It is the intent of the parties to have working conditions that are safe and healthy.
- 15.07 Following a serious accident or an incident which could have resulted in a serious accident the Employer will notify the Union. Further, upon request by the Union, the Employer will

provide copies of such reports which are of a non-confidential nature.

15.08 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.

15.09 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 an available facility (within Canada) near the employee's home at no cost to the employee, in the event the employee's health and welfare benefits do not cover such cost.

#### 15.10 Modified Work Program

a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending Physician of the same. The Employer reserves the right to require a second medical opinion by a Physician selected by the Employer.

b) The Employer will inform the Physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the Physician's approval.

c) The Employer will inform the Union office of all employees who are assigned to Modified Work and the hours reverted to. The Employer is not required to offer overtime hours to employees on Modified Work program.

- 15.11 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol Policy. In general, the parties agree to use the most current COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule) as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

## **ARTICLE 16 - HEALTH AND WELFARE PLAN**

- 16.01 The Employer agrees to pay the amount as set out in the Wage Schedules for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 Employees are eligible to receive coverage on the first of the month following three hundred and 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.
- 16.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, (see Outline of Insurance Plan) 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.

- 16.04 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 the applicable wages schedules will be paid to that employee, upon attainment of their 75th birthday, on each paycheque. 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.
- 16.05 The parties agree to amend the Health and Welfare amount in the Wage Schedules for specific projects at the Pre-job Conference as per Article 26 of this Agreement.

## **ARTICLE 17 - RETIREMENT PLANS**

- 17.01 Retirement Savings Plan (RSP)
- a) The Christian Labour Association of Canada (CLAC) Group Retirement Savings Plan (“RSP”), administered by the CLAC Group RSP Board of Trustees, applies to all employee covered by this Collective Agreement.
  - b) New employees will join the RSP immediately.
  - c) Employees are responsible for completing the applicable forms provided by the RSP, in order to register the RSP contributions remitted by the Employer

- d) **Employer Contribution:** The Employer agrees to contribute the Group RSP amount set out in the applicable wage schedules for each employee, based on the employee's base wages for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.
- e) **Employee Voluntary Contributions:** The Employer agrees to deduct by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary employee RSP contributions. A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- f) **Withdrawals and payouts** from the RSP will be subject to the applicable laws and terms of that plan.
- g) **Employees will receive statements** from the financial institution which administers the RSP in accordance with the rules of that plan. These statements will be mailed to the employee's last address on record with the Union.

## 17.02 Pension

- a) The Christian Labour Association of Canada (CLAC) Pension Plan ("the Plan"), a registered defined contribution pension plan, administered by the CLAC Pension Plan Board of Trustees, applies to all employees covered by this Collective Agreement.
- b) New employees will join the Plan immediately.

- c) **Matching Pension:** The Employer agrees to contribute the set amount per hour to the Pension Plan, for each employee, for all hours worked as set out in the applicable wage schedules.. Each employee shall also contribute the set amount per hour matching amount to the Pension Plan for all hours worked.. Employer and employee matching contributions will be made via payroll deduction. This contribution will be remitted to the applicable CLAC Remittance Team.
  
- d) **Employee Matching Opt-Out:** An employee who elects to opt out of participating in the matching pension may do so by completing the applicable Participation Opt-Out form provided by CLAC, and on file with the Employer. In opting out, the employee agrees that they forgo any Employer matching contribution they may be entitled to. Employees who opt out may be required to wait up to six (6) months before they are eligible to opt back into the Plan.
  
- e) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the Pension 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) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the retirement

plans will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.

- b) Where legislation prohibits RSP contributions because of age, an amount equivalent to the contributions in Article 17.01 will be paid to that employee on each pay cheque. This payment, in-lieu of RSP contributions, will not be less than the amount that employee would have received if they were still contributing to the applicable plan.

Where legislation prohibits an employee to make contributions to the matching Pension Plan governed by the CLAC Pension Plan Board of Trustees because of an employee's age, the Employer and Employee contributions outlined in 17.02 shall cease and not be remitted to the Union.

- c) The total amount of retirement contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum contributions limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, it is the employee's responsibility to ensure he/she does not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, neither the Employer nor the Union shall be liable for any tax consequence imposed on the employee.

- d) The Employer will remit retirement contributions to the applicable CLAC Remittance Team as outlined in Article 25. Employer, employee and voluntary contributions must be recorded separately on the remittance.
  
- e) The Union acknowledges and agrees that, other than remitting contributions to the Plans as set out in this Article, 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.
  
- f) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employee's behalf. The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all the contributions received, investment returns allocated and the current account balance.

## **ARTICLE 18 - EDUCATION AND TRAINING FUNDS**

### 18.01 CLAC Education Fund

The Employer agrees to contribute an amount as set out in the applicable wage schedules for all hours worked by all employees to the Union Education Fund.

### 18.02 CLAC Alberta Training Trust Fund

The Employer agrees to contribute an amount as set out in the applicable wage schedules 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.

**18.03 Employer Specific Training Fund**

The Employer agrees to contribute an amount as set out in the applicable wages schedules for all hours worked by all employees to an Employer specific training account held in trust by CLAC Alberta Training.

**18.04 Industry Fund**

The Employer shall contribute to the Industry Fund, the amount set out in the Wage Schedules for all hours worked by each employee covered by this Agreement.

18.05 The contributions outlined in Articles 18.01, 18.02, 18.03 and 18.04 will be remitted to the Union Treasurer each month, by the 20<sup>th</sup> of the month following the month of the contributions.

**ARTICLE 19 - TOOLS**

19.01 All tradespeople will supply their own tools common to their trade. Specialty tools will be provided by the Employer.

19.02 The employees will be held responsible for all tools issued to them by the Employer.

### 19.03 Welder Consumables

Welders are to supply their own filters. All other consumables including oil are supplied by the company.

## **ARTICLE 20 - PROTECTIVE EQUIPMENT**

- 20.01 All employees will wear CSA approved safety hats to be made available by the Employer.
- 20.02 All employees will wear gloves and the CSA approved green triangle safety footwear. The Employer will provide gloves to the employee and subsequent replacements as needed. Welders' helpers will receive welder's gloves as needed. Safety footwear to be furnished by the employee.
- 20.03 The Employer will furnish employees with safety equipment (including safety glasses and fire retardant coveralls) 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.

## **ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY**

- 21.01 The Employer will 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 employees 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) Other personal reasons as approved by the Employer, or as required by the Employment Standards Code.

21.02 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, an employee's adult interdependent partner, child, legal and/or adult dependent, father, mother, parents in law, legal guardian, brother or sister. To receive such pay the employee must return to work unless notified during the leave of absence of a layoff. Further time may be granted by mutual agreement between the Employer and the employee.

21.03 Employees who fail to report for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

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

- 22.02 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 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.
- c) i) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.
- ii) A Policy Grievance will be signed by a Steward or Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- 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 or employees involved unless it is a Policy Grievance.
- 22.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "business days". A business day is defined as Monday through Friday, excluding

all statutory holidays. 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 day one of the last step filed by either party. The parties may mutually agree to extend the time limits at any time.

- 22.04 a) 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.
- b) If the Employer does consider or process a grievance which has been presented late, the Employer will not be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable unless the Employer specifically agrees in writing otherwise.
- 22.05 No employee will have a grievance until they have discussed the complaint with their Management Supervisor. If the employee's Management Supervisor 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 CLAC Representative. The designated Employer representative will notify the Union Representative of the 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
- d) Where practical, will be signed by the employee or employees involved.

## Step 2

If a grievance is not settled in Step 1, a CLAC Representative may forward the matter to a designated Employer representative. The forwarding of this grievance to the Employer representative must be made within five (5) business days of the conclusion of Step 1. A meeting will be held between the Steward or CLAC Representative together with the grievor 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

representative will notify the Steward or the CLAC Representative of the decision in writing within five (5) working days of such a 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. The notice expressing the grieving party's desire to arbitrate the grievance must be served within five (5) work days of the delivery of the decision in Step 2 to the Steward or CLAC Representative but not thereafter.

## 22.06 Union Policy Grievance or Employer Grievance

- a) A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, providing it is forwarded by the grieving party 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 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.
- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration. The advancement of the grievance must be made within fifteen (15) work days of the delivery of such written

decision and the arbitration section of this Agreement will be followed.

## **ARTICLE 23 - ARBITRATION**

- 23.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) work days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) work days of their appointment, either party may request the relevant government ministry to appoint an impartial Chairperson.
- 23.02 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the grievance.
- 23.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson of the Arbitration Board governs.
- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of service shall be deemed to be two (2) days following the date of mailing.
- 23.05 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 23.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the

grievance and the decision will be final and binding upon both parties.

- 23.06 It is agreed that the Arbitration Board 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.
- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of back pay calculated at an hourly rate or average earnings, as applicable, times regular hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 23.08 Where the 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 circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty which, in its opinion, is just and equitable. This clause will not apply to the discharge of a probationary employee.
- 23.09 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.
- 23.10 The Board of Arbitration 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.

23.11 If the parties mutually agree, they may substitute a single arbitrator in the place of the arbitration board.

## **ARTICLE 24 - WARNING, SUSPENSION AND DISCHARGE**

24.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

- a) the refusal by an employee to abide by Safety Regulations;
- b) the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- c) the refusal by the employee to abide by the requirements of the Employer's clients;
- d) the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

Such suspension or discharge is subject to the Grievance procedure.

24.02 When the attitude or performance of an employee calls for a written warning by the Employer, such a warning will be presented by the Management Supervisor in the presence of a Steward.

24.03 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) work days to attempt to resolve the matter. The union must request this meeting within ten (10) business days following the suspension or discharge occurring. The Union, if the matter is not resolved at this meeting may refer the grievance directly to arbitration,

bypassing the grievance procedure. Any grievance referred under this clause must be referred within ten (10) business days from the date of the meeting between the Union and Employer.

- 24.04 A Steward will be present for all disciplinary meetings. When a Steward is not available, the Employer will make a reasonable attempt to contact a Representative.

A termination meeting will be held in a timely manner with a Steward or Representative present.

- 24.05 Employees who are absent from their assigned work for three (3) consecutive days and who fail to provide a reason acceptable to their Employer shall be deemed to have voluntarily abandoned their employment.

## **ARTICLE 25 - DUES AND TRUST FUND PAYMENTS**

- 25.01 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 18 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.

- 25.02 Contributions will be made to the Union Provincial Remittance Processing Centre pursuant to Articles 7, 16, 17 and 18, each month, by the twentieth (20<sup>th</sup>) 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.

- 25.03 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 two (2) work days to correct this error.
- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may charge interest on outstanding amounts at an annualized rate of interest equal to the Royal Bank of Canada's prime lending rate plus 1%.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be indemnified and saved harmless for any claims, relating to the remittances of Union dues and Administration dues, the Health and Welfare plan and the RSP and/or Pension plans and the Education and Training funds, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues and Administration dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, 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 or Permit 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 26 - COLLECTIVE AGREEMENT AMENDMENTS**

26.01 Should either the Employer or Union desire to amend the wage rates, other monetary terms or other provisions of this Agreement as a result of either a general increase or decrease in the pipeline industry or for specific projects in order to enable the Employer to compete with non-union competitors and/or with specific union project agreement rates during the term of this Agreement, representatives of the Union and the Employer will meet to discuss the proposal. If agreement is reached by representatives of the Union and the Employer, such amendments shall be signed by the representatives and without further approval, such amendments shall be effective as specified by the representatives and shall be included in a written amendment to this Agreement.

### 26.02 Pre-Job Conferences

- a) If required, the Union and the Employer will meet during the bid process to discuss substantial monetary issues.
- b) 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.

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

## **ARTICLE 27 - DURATION**

27.01 This Agreement will be effective on the first day of June, two thousand and twenty-one (2021) and will remain in effect until the thirty-first day of May, two thousand and twenty-three (2023), 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 from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will automatically renew for one (1) year periods.

27.02 This Agreement will come into force on all projects bid or negotiated after ratification of this agreement is completed.

27.03 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 1<sup>st</sup> day of June, 2021.

Signed on behalf of  
**MIDWEST PIPELINES INC.**

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

Per   
Authorized Representative

Per   
Authorized Representative

Per \_\_\_\_\_  
Authorized Representative

Per   
Authorized Representative

## SCHEDULE "B" - Classifications and Wages for 16-24 inch pipe

SCHEDULE 'B' (June 6, 2021 - May 31, 2022)										
Classification	Base Rate	Vac/Stat	H&W	RSP	Pension* Matching Contribution	General Training Fund	Employer Specific Fund	Education Fund	Industry Fund	Total
Welder w/ Rig	\$107.68		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$112.61
Welder Utility w/ Rig	\$97.68		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$102.61
Mechanic w/ Rig	\$107.68		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$112.61
Foreman - Group 1	TBD		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	TBD
Foreman - Group 2	\$44.57	\$4.46	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$53.96
Strawboss 1 (Pipegang)	\$39.03	\$3.90	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$47.86
Strawboss 2 (Operator)	\$36.75	\$3.68	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$45.36
Strawboss 3 (Labourer)	\$28.75	\$2.88	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$36.56
Operator - Group 1	\$39.03	\$3.90	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$47.86
Operator - Group 2	\$36.75	\$3.68	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$45.36
Operator - Group 3	\$34.85	\$3.49	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$43.27
Operator - Group 4	\$28.75	\$2.88	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$36.56
Driver - Group 1	\$40.03	\$4.00	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$48.96
Driver - Group 2	\$39.03	\$3.90	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$47.86
Driver - Group 3	\$34.85	\$3.49	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$43.27
Driver - Group 4	\$28.75	\$2.88	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$36.56
Labour - Skilled	\$26.61	\$2.66	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$34.20
Labour - General	\$21.31	\$2.13	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$28.37
Sandblaster/ Coater	\$34.85	\$3.49	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$43.27
Mechanic	\$40.03	\$4.00	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$48.96
Welder	\$40.03	\$4.00	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$48.96
Spacer	\$38.02	\$3.80	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$46.75
Clampman	\$27.88	\$2.79	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$35.60
Stabber	\$27.88	\$2.79	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$35.60
Bead Grinder	\$27.27	\$2.73	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$34.93
Automatic Technician	\$36.75	\$3.68	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$45.36
Automatic Technician - Intermediate	\$34.85	\$3.49	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$43.27

\* Matching Pension as per Article 17

**SCHEDULE 'B' (June 5, 2022 - May 31, 2023)**

Classification	Base Rate	Vac/Stat	H&W	RSP	Pension* Matching Contribution	General Training Fund	Employer Specific Fund	Education Fund	Industry Fund	Total
Welder w/ Rig	\$109.83		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$114.76
Welder Utility w/ Rig	\$99.83		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$104.76
Mechanic w/ Rig	\$109.83		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$114.76
Foreman - Group 1	TBD		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	TBD
Foreman - Group 2	\$45.46	\$4.55	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$54.94
Strawboss 1 (Pipegang)	\$39.81	\$3.98	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$48.72
Strawboss 2 (Operator)	\$37.49	\$3.75	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$46.17
Strawboss 3 (Labourer)	\$29.33	\$2.93	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$37.19
Operator - Group 1	\$39.81	\$3.98	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$48.72
Operator - Group 2	\$37.49	\$3.75	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$46.17
Operator - Group 3	\$35.55	\$3.56	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$44.04
Operator - Group 4	\$29.33	\$2.93	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$37.19
Driver - Group 1	\$40.81	\$4.08	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$49.82
Driver - Group 2	\$39.81	\$3.98	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$48.72
Driver - Group 3	\$35.55	\$3.56	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$44.04
Driver - Group 4	\$29.33	\$2.93	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$37.19
Labour - Skilled	\$27.14	\$2.71	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$34.78
Labour - General	\$21.74	\$2.17	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$28.84
Sandblaster/ Coater	\$35.55	\$3.56	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$44.04
Mechanic	\$40.81	\$4.08	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$49.82
Welder	\$40.81	\$4.08	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$49.82
Spacer	\$38.78	\$3.88	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$47.59
Clampman	\$28.44	\$2.84	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$36.21
Stabber	\$28.44	\$2.84	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$36.21
Bead Grinder	\$27.82	\$2.78	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$35.53
Automatic Technician	\$37.49	\$3.75	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$46.17
Automatic Technician - Intermediate	\$35.55	\$3.56	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$44.04

\* Matching Pension as per Article 17

## **Schedule “B” Notes**

The following provisions amend or supersede the main body of the collective agreement and will apply to Schedule “B” only.

1. The provisions outlined in Schedule “B” will apply to pipeline work of sixteen (16) inch up to and including twenty-four (24) inch pipe and will be deemed to be part of the main body of this Agreement.

2. Accommodation Allowance- Daily:

June 1, 2021 – May 31, 2022: \$170.00

June 1, 2022 – May 31, 2023: \$175.00

Accommodation Allowance is not paid for scheduled breaks (ex. Christmas shutdown).

3. The provisions outlined in Articles 9, 11 and 12 do not apply to employees paid the “Welder with Rig”, “Mechanic with Rig” and “Welder Utility with Rig” rate. The rate specified includes overtime, vacation and statutory holiday pay.

4. All Dependent Contractors must provide proof of insurance and WCB coverage, and execute an agreement with the company for the work performed

5.\* Employer shall administer a Matching Pension contribution program as per Article 17 and the rates set forth in the wage tables.

6.\*\* In the event that the Dependent Contractor elects to opt out of the Matching Pension, the Total Dependent Contractor Rate will be reduced by the amount specified in the Matching Pension column.

## SCHEDULE "C" - Classifications and Wages for 25+ inch pipe

Schedule 'C' (June 6, 2021 - May 31, 2022)										
Classification	Base Rate	Vac/Stat	H&W	RSP	Pension* Matching Contribution	General Training Fund	Employer Specific Fund	Education Fund	Industry Fund	Total
Welder w/ Rig	\$113.10		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$118.03
Welder Utility w/ Rig	\$103.10		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$108.03
Mechanic w/ Rig	\$113.10		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$118.03
Foreman - Group 1	TBD		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	TBD
Foreman - Group 2	\$52.27	\$5.23	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$62.43
Strawboss 1 (Pipegang)	\$45.78	\$4.58	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$55.29
Strawboss 2 (Operator)	\$43.08	\$4.31	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$52.32
Strawboss 3 (Labourer)	\$34.44	\$3.44	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$42.81
Operator - Group 1	\$45.78	\$4.58	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$55.29
Operator - Group 2	\$43.08	\$4.31	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$52.32
Operator - Group 3	\$40.25	\$4.03	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$49.21
Operator - Group 4	\$34.44	\$3.44	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$42.81
Driver - Group 1	\$46.78	\$4.68	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$56.39
Driver - Group 2	\$45.78	\$4.58	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$55.29
Driver - Group 3	\$40.25	\$4.03	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$49.21
Driver - Group 4	\$34.44	\$3.44	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$42.81
Labour - Skilled	\$31.24	\$3.12	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$39.29
Labour - General	\$25.94	\$2.59	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$33.46
Sandblaster/ Coater	\$40.25	\$4.03	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$49.21
Mechanic	\$46.78	\$4.68	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$56.39
Welder	\$46.78	\$4.68	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$56.39
Spacer	\$44.79	\$4.48	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$54.20
Clampman	\$32.85	\$3.29	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$41.07
Stabber	\$32.85	\$3.29	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$41.07
Bead Grinder	\$32.11	\$3.21	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$40.25
Automatic Technician	\$43.30	\$4.33	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$52.56
Automatic Technician - Intermediate	\$41.06	\$4.11	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$50.10

\* Matching Pension

**SCHEDULE 'C' (June 5, 2022 - May 31, 2023)**

Classification	Base Rate	Vac/Stat	H&W	RSP	Pension* Matching Contribution	General Training Fund	Employer Specific Fund	Education Fund	Industry Fund	Total
Welder w/ Rig	\$115.36		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$120.29
Welder Utility w/ Rig	\$105.36		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$110.29
Mechanic w/ Rig	\$115.36		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$120.29
Foreman - Group 1	TBD		\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	TBD
Foreman - Group 2	\$53.32	\$5.33	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$63.58
Strawboss 1 (Pipegang)	\$46.70	\$4.67	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$56.30
Strawboss 2 (Operator)	\$43.94	\$4.39	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$53.26
Strawboss 3 (Labourer)	\$35.13	\$3.51	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$43.57
Operator - Group 1	\$46.70	\$4.67	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$56.30
Operator - Group 2	\$43.94	\$4.39	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$53.26
Operator - Group 3	\$41.06	\$4.11	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$50.10
Operator - Group 4	\$35.13	\$3.51	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$43.57
Driver - Group 1	\$47.70	\$4.77	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$57.40
Driver - Group 2	\$46.70	\$4.67	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$56.30
Driver - Group 3	\$41.06	\$4.11	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$50.10
Driver - Group 4	\$35.13	\$3.51	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$43.57
Labour - Skilled	\$31.86	\$3.19	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$39.98
Labour - General	\$26.46	\$2.65	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$34.04
Sandblaster/ Coater	\$41.06	\$4.11	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$50.10
Mechanic	\$47.70	\$4.77	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$57.40
Welder	\$47.70	\$4.77	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$57.40
Spacer	\$45.69	\$4.57	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$55.19
Clampman	\$33.51	\$3.35	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$41.79
Stabber	\$33.51	\$3.35	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$41.79
Bead Grinder	\$32.75	\$3.28	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$40.96
Automatic Technician	\$44.17	\$4.42	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$53.52
Automatic Technician - Intermediate	\$41.88	\$4.19	\$1.70	\$2.50	\$0.50	\$0.07	\$0.08	\$0.05	\$0.03	\$51.00

\* Matching Pension

## Schedule "C" Notes

The following provisions amend or supersede the main body of the collective agreement and will apply to Schedule "C" only.

1. The provisions outlined in Schedule "C" will apply to work of over twenty-four (24) inch and will be deemed to be part of the main body of this agreement.

2. Accommodation Allowance- Daily:

June 1, 2021 – May 31, 2022: \$170.00

June 1, 2022 – May 31, 2023: \$175.00

Accommodation allowance is not paid for scheduled breaks (ex. Christmas shutdown).

3. The provisions outlined in Articles 9, 11 and 12 do not apply to employees paid the "Welder with Rig", "Mechanic with Rig" and "Welder Utility with Rig" rate. The rate specified includes overtime, vacation and statutory holiday pay.

4. All Dependent Contractors must provide proof of insurance and WCB coverage, and execute an agreement with the company for the work performed

5.\* Employer shall administer a Matching Pension contribution program as per Article 17 and the rates set forth in the wage tables.

6.\*\* In the event that the Dependent Contractor elects to opt out of the Matching Pension, the Total Dependent Contractor Rate will be reduced by the amount specified in the Matching Pension column.

## **SCHEDULE "D" - CAMP STANDARDS**

Article 13.09:

This Article applies to the installation and operation of a full service construction camp. It is recognized that the Contractor may utilize existing open camp facilities, sleeping camps and supplement existing facilities to accommodate the project.

The parties recognize the transitory nature of pipeline construction, the temporary location of camp facilities and the need for mobility of camp buildings from site to site along the pipeline rights-of-way. These Standards are adopted as reasonable guidelines, which in consideration of location, duration and mobility requirements of a particular pipeline contract, may be modified at a Pre-job Meeting with the Union.

Generally accepted industrial standards for the particular geographical area involved are to be adopted for each camp including local building codes and health and safety legislation.

A Camp Committee shall be formed on each project comprising of a Union Representative, a Contractor Representative, an Owner Representative and a Camp Subcontractor Representative will meet prior to occupancy at each parties expense to approve the facilities. The committee will also meet on a regular basis to review complaints, camp conditions and identify any actions required with respect to the camp.

Employees shall be expected to conduct themselves in an orderly fashion at all times and shall show due consideration to fellow employees by maintaining reasonable hours and refraining from rowdiness or inordinate noise while on camp premises. Any acts of willful misconduct, damage to camp property, theft, or violation of safety rules shall be cause for instant dismissal.

The Contractor shall provide the following standard for a full service construction camp:

1. Accommodation

- a. Single accommodation rooms
- b. Interior access washrooms
- c. Rooms with cable TV access
- d. Two (2) washing machines in each building, 1 for work clothes and 1 for street clothes
- e. Bottled water and/or fresh water dispensers in all trailers
- f. Public user pay telephones

2. Conditions

- a. Clean and well maintained mattresses
- b. Clean and well maintained linen and towels
- c. Adequate boot mats
- d. Facilities and carpet to be cleaned prior to occupancy and maintained as necessary
- e. Facilities to be inspected by the local health authorities
- f. New filters and cleaned ducts

3. Meals

- a. Clean kitchen and dining facilities that are adequately sized for the manpower
- b. A variety of quality and fresh food
- c. Facilities for self-made lunches and fresh bagged lunches made daily. No day old sandwiches

4. Recreational room/TV rooms

- a. Adequate recreation facilities to be provided

5. Outside conditions

- a. Adequate exterior lighting and walkways

## **SCHEDULE “E” - CLASSIFICATION DEFINITIONS**

Definition of certain wage rate classifications are contained within this Schedule:

### **OPERATORS**

Group 1:

Generally defined as a 'lead operator'; or a high production operator whose expertise is paramount to the production of the pipeline construction; or their work activity is defined (as per standard hazard risk matrix) as having high potential for incident with severe consequences. The Employer retains full discretion and final approval of all operators to be classified under Group 1.

Group 2:

Generally defined as a standard principal operator (as per previous definition under CLAC collective agreements) and has passed Employers' Competency Certificate of Operation for the equipment they are responsible to operate. Operator must have a proven background of equipment servicing. Operators under this group classification are employed to operate, but not limited to, the following equipment: Pipelayers, Dozers, Excavators, and Graders.

Group 3:

Generally defined as an employee who operates generalized equipment. Classification also includes entry level operators for all equipment classifications, including but not limited to, Pipelayers supporting welding / coating enclosures, End preparation machines, Transition machines, Articulating Trucks and Loaders.

Group 4:

Generally defined as an employee who operates small or light equipment. This may include, but not limited to farm tractors pulling implements, compressors ( $\leq 400$  CFM), induction coils and skid steers.

## **DRIVERS**

### Group 1:

Generally defined as an operator with applicable federal/provincial certificate(s) operating a mobile crane (picker truck) with a capacity equal to or greater than 20 Tons.

### Group 2:

Generally defined as an operator with applicable federal/provincial certificate(s) operating a mobile crane with a capacity equal to 5 Tons and less than 20 Tons; or any driver operating Low-Boy.

### Group 3:

Generally defined as an operator on a mobile crane with a capacity less than 5 Tons; any driver operating a High Boy; any driver operating a bus with passenger capacity greater than 15; and any driver operating a vehicle with air brakes.

### Group 4:

Generally defined as any employee operating a vehicle which requires maintaining a log book or operating a vehicle with a Gross Motor Vehicle Weight between 4500kg to 11,794kg.

## **STRAWBOSS**

Note: It is the Employer's discretion to implement the Strawboss category for any and all projects. The intent of this category is for certain employees who satisfy conditions below and have been identified by the Employer as potential employees for future development into Foreman type position.

### **Pipegang (Strawboss 1):**

Generally defined as an employee reporting directly to the Welding or Pipegang Foreman on a mainline spread.

**Operator (Strawboss 2):**

Generally defined as an employee reporting directly to the Foreman, and has passed the Employers Competency Certificate of Operation for that equipment under his Foreman's responsibility.

**Labourer (Strawboss 3):**

Generally defined as an employee reporting directly to the Foreman, and has not passed the Employers Competency Certificate of Operation for that equipment under his Foreman's responsibility.

**LABOURER PROGRESSION RATE**

General:           Entry level 0-750 hours

Skilled:           Minimum 750+ hours and demonstrated competency in the role. Subject to management discretion.

## Letter of Understanding

**BETWEEN: MIDWEST PIPELINES INC.**  
(Hereinafter referred to as "the Employer")

**AND**

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

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The parties to the Amended Collective Agreement dated June 1, 2021, and in effect from June 1, 2021 until May 31, 2023 agree to the following Letter of Understanding effective June 1, 2021, as follows:


**Fresh Air Hoods:** The Employer agrees to a one time application for those Journeyman Welders who are hired to operate a Mechanized Welder to be reimbursed 50 percent (50%) of the cost of a fresh air hood up to a maximum of one thousand dollars (\$1000.00), according to the following criteria:

- The reimbursement is only available to Welders who are able to provide proof of purchase in the past 90 days.
- The employee must have passed their probation period with the Employer for reimbursement.
- The Employer will be responsible to provide a reasonable supply of replacement filters when necessary.
- Reimbursement under this Letter of Understanding will be registered by the Employer with the Union to ensure duplicate reimbursement from CLAC contractors is avoided.

Dated at Edmonton, Alberta, this 1<sup>ST</sup> day of June, 2021.

Signed on behalf of  
**MIDWEST PIPELINES INC**

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

Per:   
(Authorized Representative)

(Authorized Representative)

Per: \_\_\_\_\_  
(Authorized Representative)

Per:   
(Authorized Representative)

## SCHEDULE “F” - OUTLINE OF INSURANCE COVERAGE FOR GOLD PLUS PLAN

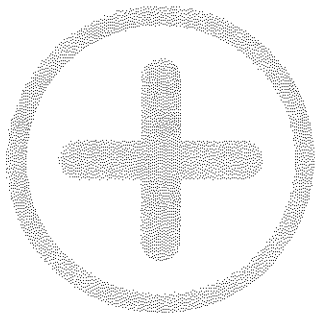
*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).*

- \$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;
- 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 (1<sup>st</sup>) day of accident or hospitalization, and the fourteenth (14<sup>th</sup>) 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

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

# WE'RE COMMITTED TO YOU



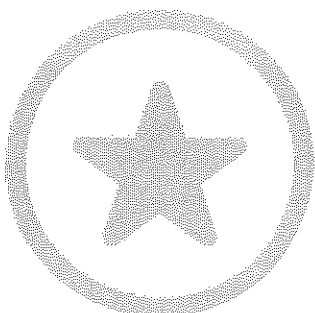
## **Positive Work-Life**

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.

**MIDWEST PIPELINES INC.**

#314 Tri Wellness Professional Centre  
7 Tri Leisure Way  
Spruce Grove, AB T7X 0T3

Telephone: 780-454-1993  
Facsimile: 888-314-1046

**CLAC MEMBERCENTRE**

14920 118 Ave  
Edmonton AB T5V 1B8  
T: 780-454-6181  
TF: 877-863-5154  
F: 780-451-3976  
edmonton@clac.ca

**CLAC MEMBERCENTRE**

3617 63 Ave NE  
Calgary, AB T3J 5K1  
T: 403-686-0288  
TF: 866-686-0288  
F: 403-686-0357  
calgary@clac.ca

**CLAC MEMBERCENTRE**

400 Taiga Nova Cres., Unit 1  
Fort McMurray, AB T9K 0T4  
T: 780-792-5292  
TF: 877-792-5292  
F: 780-791-9711  
fortmcmurray@clac.ca

**CLAC RETIREMENT**

1-800-210-0200

**CLAC TRAINING**

1-888-700-7555

**CLAC BENEFITS**

1-888-600-2522

**CLAC JOBS**

1-888-942-5627