



**CONSTRUCTION & MAINTENANCE
ALBERTA**

COLLECTIVE AGREEMENT

**BETWEEN
STRATHCONA MECHANICAL LIMITED**

**AND
CONSTRUCTION WORKERS UNION,
CLAC LOCAL 63**

Duration: June 1, 2023 to May 31, 2024

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities and functions of the parties;
 - b) to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d) to establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 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.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedules "A" and "B" attached hereto and made part hereof.
- 2.02 This agreement covers all employees of the Employer when employed in the Province of Alberta south of parallel 52.15 (approximately the centre of the city of Red Deer) in construction and maintenance as journeyman plumbers, pipefitters, gasfitters, steamfitters, welders, and their apprentices and their foremen, truck drivers, and labourers save and except non-working foremen and those above the rank of working foreman 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.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Employer's rights include but are not limited to the following:
- a) the right: to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause.
 - b) the right: to select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit.
 - c) the right: to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage, the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.
- 3.02 The sole and exclusive jurisdiction over operations, building, machinery, and equipment will be vested in the Employer.
- 3.03 The Employer may contract out work where:
- a) they do not possess the necessary facilities or equipment;
 - b) they do not have and/or cannot acquire the required manpower;
 - c) they cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.

ARTICLE 4 - UNION REPRESENTATION

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

- a) The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. In general, the number of stewards will not exceed two (2) per project unless the project employs fifty (50) or more bargaining unit employees. In such cases the Union may increase the number of stewards up to four (4) per project. Stewards will receive a premium as listed in Schedule “A” and “B” Notes in addition to their regular hourly rate. The Union will advise the Employer, in writing, of the names of the Stewards.
 - b) Duly appointed CLAC Representatives are representatives of the employees, in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the names of its duly appointed CLAC Representatives.
- 4.02 The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employee 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.
- 4.03 CLAC Representatives will have access to visit job sites or fabricating shops during normal working hours subject to the following:
- a) The CLAC Representative will identify himself to the job Supervisor upon arriving at a job site;
 - b) In no case will such representative interfere with the progress of work.
- 4.04 The Union has the right to appoint a Negotiating Committee. Employees to a maximum of two (2) on the committee will be paid by the Employer to a maximum of thirty-two (32) hours per Contract Agreement 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.
- 4.05 Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project.

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

ARTICLE 5 - STRIKES OR LOCKOUTS

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

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will give preference to Union members for employment, provided such applicants are qualified to meet the requirement of the job.
- 6.02 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 6.01, 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, or as soon as reasonably possible after commencing work, new employees will be referred by the Employer to a CLAC steward or Representative in order to describe the Union's purpose and representation policies to such new employees.
- 6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.04 It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.

6.05 Probationary Period

New employees will be hired on a ninety (90) calendar day 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 subject to Article 1.03.

6.06 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. Employees who quit or are laid off for a period longer than six (6) months will be required to re-serve a probationary period.

ARTICLE 7 - REMITTANCES AND REPORTING

7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.

7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.

7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

7.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:

- a) First, middle, and last name.
- b) work location/job site.
- c) Classification.
- d) Rate of hourly pay, including premiums.
- e) Gross earnings.
- f) Total regular and overtime hours worked in the month for which such deductions are made.
- g) Dues deducted and remitted on behalf of the employee as may be prescribed by the Union.
- h) Contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement.

- i) Social Insurance Number.
 - j) Date of birth.
- 7.05 The Employer shall remit electronically, on a form prescribed by the Union, upon the start of Employment, lay-off, quit or termination of an employee, and will also send to the Union within the same pay period that the action occurred, the following information of the employees involved:
- a) Contact information: mailing address, primary telephone, email address.
 - b) Date of hire, and departure.
 - c) classification, including level or apprenticeship year.
 - d) date of birth.
 - e) Also, for current Employees, any change in classification, level, or apprenticeship year (and when they occurred).
- 7.06 All contributions and deductions pursuant to Articles 16, 17 and 18 shall be remitted together with and in the manner described for Union dues, as set out here in Article 7.
- 7.07 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 and the terms and conditions specified by its applicable policies. Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.
- 7.08 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.
- 7.09 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 regular Union dues, Union dues arrears, Administration dues and Permit dues and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union. The Union shall provide the Employer with a minimum of thirty (30) days' notice of any change in the above noted dues.

- 7.10 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 & 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" or "B". 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 if there is a possible dispute.
- 8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same will be subject to negotiations between the Employer and the Union.
- 8.03 Show Up Time
An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at his prevailing hourly rate. The employee will also receive his full accommodation allowance if and when applicable.
- 8.04 Starting Work
An employee who starts work and is prevented from completing his normal work day will receive a minimum of four (4) hours pay at his prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum will be two (2) hours. The employee will also receive his 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.

8.08 Apprenticeship Pay

Apprentices will receive their new wage rate, retroactive to the date of their return from school, upon presentation of an official marks letter confirming they successfully completed their schooling.

ARTICLE 9 - HOURS OF WORK & OVERTIME

9.01 The regular work week will be an Hours of Work Averaging Agreement (HWAA) of forty-four (44) hours per week, consisting of four (4) nine (9) hour days and one (1) eight (8) hour day, Monday through Friday inclusive. The hours of work may be amended by mutual agreement between the Employer and the Union.

9.02 Employees will be paid overtime at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay for all hours worked in excess of the stated hours in Article 9.01.

9.03 When a General Holiday occurs during the calendar week, weekly overtime will be paid for all hours in excess of thirty-six (36) hours. When a General Holiday falls on a regular day off, employees will be given a day off in lieu thereof, consecutive with their scheduled days off, subject to scheduling requirements.

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.

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.

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 Coffee and Meal Breaks

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 (½) hour per shift, but such period will not be considered as time worked. Employees will be entitled to additional fifteen (15) minute coffee breaks for every two (2) hours of overtime worked in a given day.

If the Employer does not notify the employees that they will be working beyond eleven (11) hours in a day, the day before, the Employer will provide the employees with a hot meal.

- 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-OFFS

- 10.01 The Employer will give the employee four (4) hours' notice of layoff, when possible. Four (4) hours pay may be given in lieu of notice.
- 10.02 The Employer will not be required to give four (4) hours' notice of layoff to the union and/or the employees when equipment failure, shortage of material or other reasons beyond the control of the Employer cause a stoppage of operations.
- 10.03 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number.
- 10.04 When there is a shortage of work the Employer will lay-off probationary employees before laying-off non-probationary employees, in the same classification, whenever reasonably possible.

ARTICLE 11 - VACATION & VACATION PAY

- 11.01 All employees will be entitled to receive an amount equal to six (6%) percent of their regular earnings in vacation pay. Employees who have five (5) years or more of accumulated service will receive seven (7%) percent vacation pay and those who have ten (10) years or more of accumulated service will receive eight (8%) percent vacation pay. Employees who quit or are terminated for just cause and are hired back at a later date will have to restart their accumulation of service.
- 11.02 Vacation Pay will be paid to employees on each pay cheque and on termination.
- 11.03 The Employer will consider vacations at the times requested considering business requirements.

ARTICLE 12 - GENERAL HOLIDAYS & HOLIDAY PAY

12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their regular earnings in lieu of the following General Holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage (Civic) Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

12.02 Employees required to work on any 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 If the Alberta Government proclaims the National Day of Truth and Reconciliation as a Provincial General Holiday, then the Holiday Pay will immediately increase to four-point four (4.4%) percent.

12.04 Holiday pay will be paid to employees on each pay cheque and on termination.

ARTICLE 13 - TRANSPORTATION, TRAVEL 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 travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.

13.02 The Employer and the Union shall establish by mutual agreement the particulars of all daily travel allowances, site to camp allowances, transportation terms and surface travel compensation, and accommodation allowances, as may apply to a project or job, in a Pre-Job Conference Report for each job as required in Article 26.02.

Guidelines may include prevailing area compensations and the limitations permitted by Revenue Canada. Consultation with the Union will commence prior to Employer commitments being made to a prospective client.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

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

- a) the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
 - b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
 - c) the enterprise requires authority relationships under a strong central leadership or management;
 - d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 14.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every six (6) months or as required during the life of this agreement. The meeting will serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion will include but not be limited to:
- i) hiring policies;
 - ii) discipline and discharge policies;
 - iii) training and promotion;
 - iv) safety measures and awards;
 - v) wages and benefits;
 - vi) matters that affect the working conditions of the employees.
- b) The Employer and the Union will each appoint representatives to the Union-Management Committee. The minutes will record the business of each meeting, a copy of which will be mailed to the Union office.
- 14.03 A committee member, attending the Union-Management meetings during regular working hours, will 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.
- 14.04 The Employer may meet periodically with his 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 a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment.
- b) the Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.
- c) It is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.

15.02 The Union-Management Committee, outlined in Article 14, will also serve as a Health and Safety Committee. The Committee will meet at a time mutually agreeable to the parties. The meeting will be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of the co-operative interest in the safety of the workforce. The Employer will maintain a record of the meetings and the matters discussed.

The Health and Safety Committee will make inspections of all job sites at its discretion.

- 15.03 An employee who is injured on the job during working hours and is required to leave for treatments for such injury will receive payment for the remainder of his/her shift.
- 15.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.
- 15.05 Following a serious accident or an incident, which could have resulted in a serious accident, the Union-Management Committee will convene as soon as possible to investigate and report to the Union and the Employer.
- 15.06 Light Duty Work Programs
- If an employee is injured on the job and requires medical attention the employee is entitled to Light Duty Work and he will inform the attending Physician of the same.

The Employer will inform the Physician of the types of light duty work which may be available to the employee and will make the same available to the employee with the Physician's approval.

15.07 Safety Award

The parties to the agreement will discuss the safety award program every six (6) months during the Union-Management meetings as outlined in Article 14.02.

All eligible employees will receive a safety award as determined by the Employer at least once every six (6) months, if no lost time accident involving the Employer's workforce has occurred on the project during that time. Employees who quit or are terminated for just cause are not eligible to receive Safety Awards. Employees on probation are not eligible to receive Safety Awards until they have completed probation.

- 15.08 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 that complies with current legislation. 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.

In line with the COAA model, for post incident and reasonable cause testing, the Employer will use the oral fluid test in combination with urine express (failed/non-negative urine test means oral fluid gets sent in for testing – *do not test both automatically*) unless otherwise dictated by the client site requirements.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 In order to protect the employees and their families from the financial hazard of illness, the Employer agrees to pay the amount set out in Schedules "A" and "B" for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund. These remittances will be made as per the timeline provisions set out in Article 7.01.

- 16.02 The Parties agree that the Health and Welfare amounts in Schedules "A" and "B" 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 cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this Agreement.

- 16.03 a) 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.
- b) 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 "D") and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

ARTICLE 17 - REGISTERED SAVINGS PLAN (RSP)

- 17.01 The Employer agrees to contribute the RSP amounts in Schedules "A" and "B" per hour, for each employee, for each hour worked toward the Christian Labour Association of Canada (CLAC) Group Retirement Savings Plan ("RSP"), administered by the CLAC Group RSP Board of Trustees. These remittances will be made as per the timeline provisions set out in Article 7.01.

Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the RSP contributions.

- 17.02 The Employer's contributions to the RSP will be non-refundable to the Employer once received by the CLAC Remittance Team except where adjustments are required due to administrative remittance errors. The Union acknowledges and agrees that, other than remitting contributions to the RSP as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP or be responsible for providing such benefits.

- 17.03 The total amount of RSP contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum RRSP contribution limit 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 RRSP contribution limit. If the employee exceeds the annual maximum RRSP 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.

- 17.04 The Employer and the Union will cooperate in providing the information required to administer the RSP on the employees' behalf. The CLAC Retirement Team 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.

- 17.05 The Employer agrees to provide the CLAC Remittance Team, upon the first remittance, with the full name, date of birth, social insurance number and current address of all employees on whose behalf contributions are being remitted. The Employer further agrees to inform the Union of any changes in the above employee information.
- 17.06 For Journeymen tradesmen who have worked with the Employer for more than one year (whether as an apprentice, Journeyman or combination of both) the Employer will contribute an additional one dollar (\$1.00) for each hour worked toward the Union Sponsored Group RSP for that employee, in addition to the amounts set out in Article 17.01. Employees who quit or are laid off for a period longer than six (6) months will be required to re-serve the one year waiting period.

ARTICLE 18 - EDUCATION AND TRAINING FUNDS

18.01 Education Fund

The Employer agrees to contribute two cents (\$0.02) per hour to the Union Education Fund for each hour worked by each employee.

18.02 Apprenticeship Training Fund

The Employer agrees to contribute six cents (\$0.06) per hour to the Union Education Fund for each hour worked by each employee.

18.03 Training Trust Fund (TTF)

The Employer agrees to contribute an amount equal to 0.65% of the base wage rate of each employee, (as set out in Schedules "A" and "B") for all hours worked by all employees to the TTF. These funds will be used to cover the costs of all core training courses as established by the Training Trust Fund Board of Trustees for all eligible employees.

The funds will also be used for the general operations of CLAC Alberta Training and will be governed by the policies and procedures of CLAC Alberta Training and its Training Trust Fund Board of Trustees.

There will be a yearly review of the core training courses and Employer contributions in November of each year, with any changes effective January 1st of the next calendar year.

- 18.04 Remittances for the Union Education Fund and the CLAC Alberta Training Trust Fund will be made as per the timeline provisions set out in Article 7.01.

ARTICLE 19 - TOOLS

- 19.01 All tradesmen 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. The Employer will supply adequate security for all tool storage on the site.
- 19.03 A tool list has been established by mutual agreement between the Employer and the Union for each trade and appears in Schedule C.

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 All employees will wear safety hats to be made available by the Employer.
- 20.02 All employees will wear long sleeved shirts (on jobs and tasks that require it) and CSA approved safety boots furnished by the employee.
- 20.03 The Employer will furnish employees with other safety equipment (depending on specific site requirements), 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 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) Death of a family member;
 - d) Union activity other than this establishment.
 - e) Other personal reasons deemed acceptable by the Employer acting reasonably.
- 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, common law spouse, child, siblings or parents; or the employee's spouse's, child, siblings or parents. The employee will be granted a

one (1) day leave of absence with pay to make arrangements for, and to attend the funeral of the employee's or the employee's spouse's grandparents.

- 21.03 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 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 "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.

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

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

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

- 22.03 All the time limits referred to in the grievance procedure will be deemed to mean "work days".
- 22.04 The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement. If the Employer does consider or process a grievance, which has been presented late, the Employer will not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.
- 22.05 No employee may file a grievance until he has discussed his complaint with his Superintendent. If the employee's Superintendent 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 his decision in writing not later than five (5) workdays following the day upon which the grievance was submitted.

The grievance referred to above will identify:

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

and will be signed by the employee or employees involved.

Step 2

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

Step 3

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

22.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union will be held

within five (5) workdays of the presentation of the written grievance and must take place within the framework of Step 3 of Article 22.05 hereof. The Employer or the Union, as the case may be, must give its written decision within five (5) workdays after such meeting has been held.

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

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

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

ARTICLE 23 - ARBITRATION

- 23.01 If a notice of desire to arbitrate is served, the two parties will each nominate an arbitrator within seven days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed will 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.
- 23.02 No person may be appointed as Chairman 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 Chairman of the Arbitration Board governs.
- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally or by registered mail. If served by registered mail, the date of mailing will be deemed to be the date of service.
- 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 his 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 seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the 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 cause 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 the refusal by an employee to abide by Safety Regulations; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's 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 warning by the Employer, such a warning will be noted by the foreman/supervisor and presented to the employee at a meeting. The Union Steward will be present for all such meetings with

employees if a Union Steward is at that site. Otherwise the foreman/supervisor will inform the Union Steward of the warning within twenty-four (24) hours.

ARTICLE 25 - GENDER CLAUSE

25.01 Where the masculine gender is used in this Agreement it will be considered to include the feminine gender.

ARTICLE 26 - COLLECTIVE AGREEMENT AMENDMENTS

26.01 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 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) calendar 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.

26.02 Pre-Job Conferences

Prior to the start of any significant project, the parties will meet together in a pre-job conference, especially where the project is outside the city limits of Calgary, where parking is not available, or the project includes off hour shifts. This conference should take place before any employees are sent to the project. Such conference will discuss and determine solutions to site specific issues such as those outlined in Articles 8, 9, 13 and Schedules & Notes of this Agreement. Such alternative or amended policies will be established for the duration of the project and will require mutual agreement of the Employer and the Union. A copy of the pre-job conference report will be made available to the parties and each affected employee by posting at the jobsite. This conference can be conducted by teleconference.

ARTICLE 27 - DURATION

- 27.01 This agreement will be effective on the first (1st) day of June, two thousand and twenty-three (2023), and will remain in effect until the thirty-first (31st) day of May, two thousand and twenty-four (2024), and for further periods of one year unless notice will be given by either party of the desire to delete, change, or amend 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 renew for a period of one (1) year.
- 27.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement.
- 27.03 Until a new agreement has been concluded all provisions in this Collective Agreement will remain in full force and effect.

DATED at Calgary, Alberta, this 15th day of May, 2023

Signed on behalf of
STRATHCONA MECHANICAL LIMITED

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

Per _____
Authorized Representative

Pe 
Authorized Representative

Per _____
Authorized Representative

Per _____
Authorized Representative

SCHEDULE "A"

Commercial/Institutional Construction

Classification and Hourly Wages

As of June 4, 2023

Classification	Wage	Vac/Hol	H&W	RRSP *	EF \$0.02	AF \$0.06	Training Trust Fund 0.65%	Total
Plumber	\$40.50	\$4.05	\$2.05	\$1.75	\$0.02	\$0.06	\$0.26	\$48.69
Steam/Gas Fitter	\$40.50	\$4.05	\$2.05	\$1.75	\$0.02	\$0.06	\$0.26	\$48.69
Labourer	\$20.25	\$2.03	\$2.05	\$1.75	\$0.02	\$0.06	\$0.13	\$26.29
Welder (B Pressure)	\$40.50	\$4.05	\$2.05	\$1.75	\$0.02	\$0.06	\$0.26	\$48.69

* see Article 17.06

Plumber Apprentice	Wage	Vac/Hol	H&W	RRSP *	EF \$0.02	AF \$0.06	Training Trust Fund 0.65%	Total
4th Year	\$32.40	\$3.24	\$2.05	\$1.75	\$0.02	\$0.06	\$0.21	\$39.73
3rd Year	\$28.35	\$2.84	\$2.05	\$1.75	\$0.02	\$0.06	\$0.18	\$35.25
2nd Year	\$24.30	\$2.43	\$2.05	\$1.75	\$0.02	\$0.06	\$0.16	\$30.77
1st Year	\$20.25	\$2.03	\$2.05	\$1.75	\$0.02	\$0.06	\$0.13	\$26.29

* see Article 17.06

SCHEDULE "B"

Residential Construction
Classification and Hourly Wages
As of June 4, 2023

Classification	Wage	Vac/Hol	H&W	RRSP *	EF \$0.02	AF \$0.06	Training Trust Fund 0.65%	Total
Plumber	\$38.75	\$3.87	\$2.05	\$1.00	\$0.02	\$0.06	\$0.25	\$46.00
Steam/Gas Fitter	\$38.75	\$3.87	\$2.05	\$1.00	\$0.02	\$0.06	\$0.25	\$46.00
Labourer	\$19.37	\$1.94	\$2.05	\$1.00	\$0.02	\$0.06	\$0.13	\$24.57
Welder (B Pressure)	\$38.75	\$3.87	\$2.05	\$1.00	\$0.02	\$0.06	\$0.25	\$46.00

* see Article 17.06

Plumber Apprentice	Wage	Vac/Hol	H&W	RRSP *	EF \$0.02	AF \$0.06	Training Trust Fund 0.65%	Total
4th Year	\$31.00	\$3.10	\$2.05	\$1.00	\$0.02	\$0.06	\$0.20	\$37.43
3rd Year	\$27.12	\$2.71	\$2.05	\$1.00	\$0.02	\$0.06	\$0.18	\$33.14
2nd Year	\$23.25	\$2.32	\$2.05	\$1.00	\$0.02	\$0.06	\$0.15	\$28.85
1st Year	\$19.37	\$1.94	\$2.05	\$1.00	\$0.02	\$0.06	\$0.13	\$24.57

* see Article 17.06

Definition of a Residential Project:

Any project in which all, or the vast majority of which, is made up of residential units. In cases where high rise towers are partly commercial and partly residential it will be determined to be a commercial project.

Accommodation Daily

Will apply if the distance is greater than 75 minutes' drive (one way) measured by shortest time travelled by road, as determined by Google Maps, measuring from the Calgary Tower as the centre of Calgary.

Minimum Accommodation Allowance of \$130 per day worked unless otherwise agreed to by the parties, subject to Articles 13 and 26. Travel pay is included

The Employer and the Union may agree to reasonable partial accommodation allowances where the employee elects to commute to his place of residence or supplies his own living accommodation.

It is understood that the wage rates and other provisions set out in SCHEDULES "A" and "B" may be amended by mutual agreement between the Employer and the Union for specific projects in order to enable the Employer to compete with non-union competitors and/or specific union project agreement rates.

SCHEDULE "C"
TOOL LIST

Items for the tool list for all employees:

- Tool box
- Tape measure
- Screwdriver set
- Hammer
- Tin Snips
- Torpedo level
- Small Crescent wrench (6" to 8")
- Large Crescent wrench (10" to 12")
- One pair of groove joint pliers (8" to 12")
- Hacksaw
- 5/16 driver
- 14" pipe wrench
- 18" pipe wrench
- ½" to 1¼" tubing/copper cutter
- Plumb bob
- Vise grips
- Chalk line
- Pex cutters
- Dry wall saw
- Striker
- Utility knife

Items added to the tool list for only 3rd year, 4th year and journeypersons:

- Cordless drill – minimum 14.4 volt
- 2½" tubing/copper cutter

The above tool list is the minimum required for all employees, but is not comprehensive of all tools common to this trade. Employees are encouraged to have tools, beyond this list, that are common to their trade so they can perform the varied tasks of their job. The Employer will continue to supply specialty tools.

It is recognized that employees starting their careers (first and second year apprentices) may not be able to complete the tool list immediately so they will be given three months from start of employment in which to complete the list. These employees are encouraged to continually contribute to their list through the three month period and should be checking with the site supervisors as to which tools they should focus on getting first.

SCHEDULE "D"

OUTLINE OF INSURANCE PLAN 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 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000 AD &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
Major services: 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
age 21 and over: \$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%) of weekly basic earnings to a maximum of six hundred fifty dollars (\$700.00) 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 twenty-six (26) weeks.
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month), per employee, payable payable after the latter of twenty-six (26) weeks or the expiry of the Short Term Disability benefit, until age 65.
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS CONTACT INFORMATION

CLAC BENEFITS TEAM	1-888-600-2522
CLAC RETIREMENT TEAM (Group RSP/Pension)	1-800-210-0200
GREEN SHIELD CANADA (access through myCLAC – www.clac.ca)	1-888-711-1119
HUMANACARE (EFAP)	1-800-661-8193

Strathcona Mechanical Limited

6612 – 44 Street

Leduc, Alberta T9E 7E4

Phone: (780) 980-1122

Fax: (780) 980-1129

CLAC CALGARY MEMBER CENTRE

3617 – 63 Avenue NE

Calgary, AB T3J 5K1

T: (403) 686-0288

TF: 1-866-686-0288

F: (403) 686-0357

calgary@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