



COLLECTIVE AGREEMENT

Between

**Primoris Mine Services (Canada)
L.P.**

Shop - Alberta

And

**Construction Workers Union,
CLAC Local 63**

DURATION: June 4, 2023 to May 31, 2025

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

and

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

June 4, 2023 to May 31, 2025

This printing is for information purposes only. Original signed documents are on file at the CLAC Member Centre in Edmonton.

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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, 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, transfer, lay-off of employees;
- e) Through the full and fair administration of all the terms and 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 as defined in Article 2.02 and/or classified in the Schedules attached hereto and made part hereof.
- 2.02 This Agreement covers all shop employees and all truck drivers of the Employer in the Province of Alberta (ALRB Certificate Number 169-2018) save and except Shop Supervisor, Dispatcher, Management, Office Staff, and Part-time Employees and Students.
- 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 - EMPLOYER'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;
- c) To operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer without interference.

3.02 The sole and exclusive jurisdiction over operations, building, machinery, 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;

- c) it cannot perform the work in a manner that meets quality, and within required time limits.

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 select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. In general, the number of stewards will not exceed one (1) per shop location. Stewards will receive two dollars (\$2.00) per hour in addition to their regular hourly rate. The Union will advise the Employer, in writing, of the names of the Stewards.

- 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 the 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) 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 employee's collective bargaining rights as well as any other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.
- 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 three (3) 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. The Employer will give preference to qualified Union members who are able to meet the Employer's requirements of the job. If the Union is not able to refer qualified employees, the Employer will be able to hire from outside the Union membership.

- 6.02 New employees will be hired on a probationary period of ninety (90) calendar days 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 be at the discretion of the Employer and not subject to grievance or arbitration excepting those provisions in Article 22. When a probationary employee is discipline and not discharged, the parties agree that the terms stated in Article 24 will prevail.
- 6.03 Employees will be laid off in accordance with the employment needs and financial demands upon the Employer, and at the sole discretion of the Employer.
- 6.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. It is agreed that probationary employees require appropriate and constructive feedback in order to improve performance.
- 6.05 Employees who have passed their probationary period, and are rehired within six (6) months of a shortage of work termination, will not re-serve a new probationary period.
- 6.06 Employees who quit or are terminated for just-cause will re-serve the probation period if re-hired.
- 6.07 It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.

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 Employer Dues Directive issued by the Union. The Employer is also authorized to deduct any administration fees owing by an employee to the Union, when hired.
- 7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the twentieth (20th) 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:
- i. first, middle and last name;
 - ii. work location/job site;
 - iii. rate of hourly pay;
 - iv. any hourly premiums;
 - v. total regular and overtime hours worked in the month for which such deductions are made. If an employee earned

both one and one-half (1½) and double time (2x) overtime premiums, these hours shall be recorded separately;

- vi. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- vii. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement; and
- viii. Social Insurance Number;

7.05 A separate list will also be submitted for new hires, containing:

- i. complete mailing address;
- ii. e-mail address;
- iii. primary telephone;
- iv. date of hire; and,
- v. Classification.

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 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, 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. The Union shall provide the Employer with a minimum of thirty (30) days' notice of any change in the above noted dues.
- 7.08 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.
- 7.09 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.
- 7.10 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 the Schedules, 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. 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.

8.04 Starting Work

An employee who starts work (or has cleared the marshalling point) and is prevented from completing their normal workday 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 workday 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 Employees designated or assigned to a particular construction project which is covered by a separate Collective Agreement will be paid in accordance with the provisions of that Agreement.

8.08 Retention Incentive

Employees will be eligible to receive a retention incentive of one dollar and fifty cents (\$1.50) per hour for all hours worked. Retention incentive will be paid once in June and once in December of each year.

8.09 The parties agree that the wage rates in the Schedule to be effective June 2023 are subject to negotiation. These negotiations will take place prior to June 2024. If the parties do not conclude an agreement before that time, all terms and conditions will be retroactive to the aforementioned date once the parties have come to an agreement. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this agreement.

ARTICLE 9 - HOURS OF WORK & OVERTIME

9.01 The normal 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. When two statutory holidays as outlined in Article 12.01 occur during the employee's regular work week, overtime will be paid for all regular straight hours in excess of twenty-four (24) 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.
- 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 but such period will not 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 Each affected employee will be given notice of layoff or pay in lieu of notice of layoff as per the Alberta Employment Standards Code. A DSP will be paid at the applicable Journeyperson wage rate. The Employer will make every attempt to perform layoffs during an employee's working shift days, prior to them going home.

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

ARTICLE 11 - VACATION & VACATION PAY

11.01 All employees will be entitled to receive an amount equal to six percent (6.0%) of their base wage for all hours worked as vacation pay.

11.02 Vacation Pay will be paid to employees each payperiod.

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

ARTICLE 12 - HOLIDAYS & HOLIDAY PAY

12.01 All employees will be entitled to receive an amount equal to four percent (4.0%) of their base wage rate for all hours worked 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 each pay period.

ARTICLE 13 - TRANSPORTATION, TRAVEL TIME AND SUBSISTENCE

- 13.01 It is recognized by the Employer and the Union that the purpose of transportation, travel and subsistence 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 Lodging and Meals – Employees covered by this agreement will be paid one hundred sixty dollars (\$160.00) daily for overnights while working away from the shop; (Wood Buffalo region will be paid at one hundred and eighty-five dollars (\$185.00) daily. This is to cover the cost of meals and lodging. This does not include days when working on a pipeline job site at which time the employee will be paid according to the terms and conditions of the Willbros Mine Services L.P. agreement.
- 13.03 Travel Time
- a) Travel time will be paid in accordance with the provisions of Article 9.
 - b) If employees use commercial transportation the Employee will be reimbursed for the full cost.
 - c) Employees requested to use their own vehicle for work away from the shop will be reimbursed operating costs.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

- 14.01 a) 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;
- b) The Employer and the Union will each appoint representatives to the Union-Management Committee. The minutes will record the business of each meeting, a copy of which will be mailed to the Union's provincial office.
- 14.02 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 fifty dollars (\$50.00) to a committee member for each meeting attended.

- 14.03 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.
- 14.04 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 Health and Safety Committee. Employees attending the meetings during regular working hours will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay a flat fee of fifty dollars (\$50.00) for each meeting attended.
- 15.03 a) The Employer will make practicable 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.

- b) The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
 - c) It is the intent of the parties to have working conditions that are safe and healthy.
- 15.04 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.
- 15.05 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.
- 15.06 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 and should the employee's Health Benefits not cover such costs, the Employer will provide transportation to an available facility (within Canada) near the employee's home at no cost to the employee.
- 15.07 Modified Work Programs
- 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 programs.
- 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 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 Schedule for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 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 the back of this agreement) 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.

16.03 The contributions outlined in Article 16.01 will be remitted to the CLAC Health and Welfare Trust Fund's office each month, by the 20th of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

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 Schedules will be paid to that employee, upon attainment of their 75th birthday, each payperiod. 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

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 employees covered by this Collective Agreement.
- b) New employees will join the RSP immediately.
- c) Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer.
- d) **Employer Contribution:** The Employer agrees to contribute the Group RSP amount set out in the applicable Wage Schedule, 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's payroll staff 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 Plan 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 Plan in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

17.02 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 retirement plan contributions because of age, an amount equivalent to the contributions in Articles 17.01 and 17.02 will be paid to that employee each pay period starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if they were still contributing to the applicable plan.
- c) The total amount of retirement contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum contribution 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 they do 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 held 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) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 25, the Employer is responsible for compensating the retirement plans for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions that are part of the remittance. The retirement plans will allocate the missed contributions and investment returns to the affected employees' accounts.
- f) The Union acknowledges and agrees that, other than remitting contributions to the retirement plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the Plan or RSP or be responsible for providing such benefits.
- g) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 18 - EDUCATION FUND

18.01 CLAC Education Fund

The Employer agrees to contribute five cents (\$0.05) per hour to the Union Education Fund for all hours worked by all employees.

18.02 Apprenticeship Training Funds

The employer agrees to contribute three cents (\$0.03) for all hours worked by all employees to the Union Apprenticeship Training Fund,

18.03 Training Trust Fund (TTF)

The Employer agrees to contribute an amount as set out in the Wage Schedules 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. Eligible employees include anyone who has worked for a CLAC Local 63 Signatory Employer within the last three months.

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 The contributions outlined in Article 18.01, 18.02, and 18.03 will be remitted to the Union’s Treasurer each month, by the 20th of the month following the month of 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 Employer will provide a tool allowance of twenty-five (\$25.00) dollars per day, subject to tax, and payable on each pay period. All employees working as mechanics as per the schedule and their apprentices qualify for the allowance, provided they are employed for the entire month (or before the fifteenth of the month for new or rehires. A ‘Mechanic with rig’ is not eligible for this allowance.

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

19.04 The Employer will provide a clothing/boot allowance of fifty (\$50.00) dollars per month to all employees, paid on the last pay cheque of each month.

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.

20.04 Prescription Safety Eyewear

The Employer agrees to reimburse any employee the cost of prescription safety eyewear or laser eye surgery up to three hundred dollars (\$300.00) according to the following criteria. The employee must have worked 600 hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional 4000 hours from the last time reimbursed.

ARTICLE 21 - LEAVE 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;
- g) Other leaves as per the Alberta 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 a maximum of twenty-four (24) hours, 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 dependant, 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 Following an approved leave of absence, 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 Monday to 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) workdays 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 their complaint with their Foreman. If the employee's Foreman does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it will, within the five (5) workdays 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 their 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
- d) Where practical, 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) workdays of the decision under Step 1, or within five (5) workdays 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 will be held within five (5) working days of the presentation of the written grievance to the designated Employer representative. The Employer will notify the Steward or CLAC Representative of their 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 may serve the other party with written notice of desire to arbitrate within five (5) workdays 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, within ten (10) workdays 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 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) workdays after such meeting has been held.

- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) workdays 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) workdays 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) workdays 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.
- 23.04 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 their decision will be final and binding upon both parties.
- 23.05 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.

- 23.06 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.
- 23.07 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.
- 23.08 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.
- 23.09 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.
- 23.10 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 unauthorized substances 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 written warning by the Employer, such a warning will be presented by Management 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) workdays to attempt to resolve the matter. If the matter is not resolved at this meeting, it will be referred directly to arbitration, by-passing the grievance procedure.
- 24.04 A job Steward will be present for all disciplinary meetings. When a Steward is not available, a reasonable attempt will be made to schedule a Representative for the meeting. Where the meeting may involve a suspension or termination, the 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 the Employer shall be deemed to have 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 (20th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 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) workdays to correct this error.
- 25.04 Further to Article 26.03, 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 the Royal Bank of Canada's prime lending rate plus 1%.
- 25.05 If the Employer satisfies all its obligations under Articles 26.02, 26.03 and 26.04, 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, the RSP 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 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.

ARTICLE 27 - DURATION

- 27.01 This agreement will be effective on the fourth day of June, two thousand and twenty-three (2023) and will remain in effect until the thirty-first day of May, two thousand and twenty-five (2025), 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 ____ day of _____, 2023.

Signed on behalf of

Signed on behalf of

**Primoris MINE
SERVICES (Canada) L.P.**

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 63**

Per _____
Authorized

This printing is for information purposes only. Original signed documents are held on file at the CLAC Member Centre in Edmonton.

entative

Per _____
Authorized Representative

Per _____
Authorized Representative

SCHEDULE "A" – CLASSIFICATIONS AND WAGES

Primoris Mine Services (Canada) LP- Acheson Shop								
Schedule "A"								
Effective June 4, 2023								
Classification	Base Wage	Vac/Stat (10%)	H&W	RSP 3.00	EF \$0.02	ATF \$0.06	ATTF (0.8%)	Proposal Total
Mechanic - Senior	51.14	5.11	2.25	3.00	0.02	0.06	0.41	61.99
Mechanic - Journeyman	48.70	4.87	2.25	3.00	0.02	0.06	0.39	59.29
4th Year	43.83	4.38	2.25	3.00	0.02	0.06	0.35	53.89
3rd Year	38.96	3.90	2.25	3.00	0.02	0.06	0.31	48.50
2nd Year	34.09	3.41	2.25	3.00	0.02	0.06	0.27	43.10
1st Year	29.22	2.92	2.25	3.00	0.02	0.06	0.23	37.71
Mechanic with Rig	84.86	8.49	2.25	3.00	0.02	0.06	0.68	99.36
Automotive Mechanic	37.05	3.71	2.25	3.00	0.02	0.06	0.30	46.39
HD Equipment Mechanic/OR	44.95	4.49	2.25	3.00	0.02	0.06	0.36	55.13
3rd year	40.45	4.05	2.25	3.00	0.02	0.06	0.32	50.15
2nd Year	35.96	3.60	2.25	3.00	0.02	0.06	0.29	45.17
1st Year	31.46	3.15	2.25	3.00	0.02	0.06	0.25	40.19
Welder - Journeyman	48.70	4.87	2.25	3.00	0.02	0.06	0.39	59.29
3rd Year	43.83	4.38	2.25	3.00	0.02	0.06	0.35	53.89
2nd Year	38.96	3.90	2.25	3.00	0.02	0.06	0.31	48.50
1st Year	34.09	3.41	2.25	3.00	0.02	0.06	0.27	43.10
Welder with Rig	48.70	4.87	2.25	3.00	0.02	0.06	0.39	59.29
Service Man	40.65	4.07	2.25	3.00	0.02	0.06	0.33	50.38
Senior Driver - Air Ticketed	46.81	4.68	2.25	3.00	0.02	0.06	0.37	57.20
Driver - Air Ticketed	42.91	4.29	2.25	3.00	0.02	0.06	0.34	52.87
Operator - Principal	34.57	3.46	2.25	3.00	0.02	0.06	0.28	43.64
Operator - Intermediate	30.22	3.02	2.25	3.00	0.02	0.06	0.24	38.82
Working Foreman - Shop	45.20	4.52	2.25	3.00	0.02	0.06	0.36	55.41
Labourer 6	27.75	2.78	2.25	3.00	0.02	0.06	0.22	36.08
Labourer 5	25.51	2.55	2.25	3.00	0.02	0.06	0.20	33.60
Labourer 4	23.49	2.35	2.25	3.00	0.02	0.06	0.19	31.36
Labourer 3	21.89	2.19	2.25	3.00	0.02	0.06	0.18	29.58
Labourer 2	20.42	2.04	2.25	3.00	0.02	0.06	0.16	27.96
Labourer 1	18.50	1.85	2.25	3.00	0.02	0.06	0.15	25.83

Lead Hand Premium \$2.00/hour

Retention Incentive (Article 8.08) \$1.50/hour payable twice per year: June and December on all hours worked

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

Welders and Mechanics with Rigs will receive \$107.00/hr. when working in the field. Expenses for food and lodging will be reimbursed upon submission of receipts.

Schedule Notes:

The following Premium will be added to the base wage rate:

Dual Ticket

For Employees who possess two or more applicable Journeyperson or applicable Red Seal tickets and the employer has the intent to use both tickets or perform tasks under both trades, the Employer will pay the Employee a Dual Ticket Premium of \$2.00/hr.

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).

- \$100,000.00 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 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 seven hundred 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 26 weeks.
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month), per employee, payable after 26 weeks until age 65.
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS CONTACT INFORMATION

CLAC BENEFITS TEAM	1-888-600-2522
CLAC RETIREMENT MEMBERCARE (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

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.

PRIMORIS MINE SERVICES, L.P.

510 Ellis Drive
53016 Hwy 60 Zone 3
Acheson, AB T7X 5A7

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Facsimile: (780) 962-1014

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3617 63 Ave NE
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TF: 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