



COLLECTIVE AGREEMENT

Between

Nason Contracting Group Ltd.

Fabrication - Alberta

And

**Construction Workers Union,
CLAC Local 63**

DURATION: July 1, 2023 – February 28, 2026

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

and

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

July 1, 2023 – February 28, 2026

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 hereto;
 - 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 rehire 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 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 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 the 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.

1.04 Should any part of this agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be construed as if this agreement had been executed without the invalid portion.

1.05 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory or in bad faith, nor that violates applicable human rights legislation.

ARTICLE 2 – RECOGNITION

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

24-2018 All employees at the Nisku fabrication shop except office, clerical, construction and maintenance personnel.

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

2.02 This Agreement covers all employees of the employer when employed in the Nisku Fabrication shop save and except, Salaried, Supervisory and Managerial personnel, Summer Students, Quality Control Inspectors, RAP Students, and Sales staff.

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

2.04 It is understood and agreed that the wage rates and other provisions set out 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 with specific union project agreement rates, or if the Employer or the Union and employees have specific concerns not addressed herein, that have been mutually agreed upon.

- 2.05 All articles of this agreement apply to Direct Service Providers (DSPs) that are deemed to be part of the bargaining unit, either through mutual agreement between the parties or by definition of the ALRB, unless such articles are specifically excluded, or amended by such articles, notes to the schedules, or in writing and signed by 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 processes, 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, rehire 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 employees;
 - c) they cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.
- 3.04 The Employer will discuss with the Union, at the pre-job conference the portion, or portions of the project that the Employer wishes to sub-contract and the subcontractors to be hired to do such work.
- 3.05 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or

concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.

ARTICLE 4 - UNION REPRESENTATION

4.01 Stewards

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 Union stewards (“Stewards”) to assist the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer this Agreement.
- b) In general, the number of Stewards will be determined to provide employees with reasonable and consistent access to union representation as follows:
 - i) when there is a single shift cycle shop wide and less than fifty (50) employees - one (1) Steward;
 - ii) when there is more than one (1) shift - one (1) Steward per shift;
 - iii) for every hundred (100) employees beyond fifty (50) - one (1) additional Steward. More Stewards may be added by mutual agreement;
 - iv) the Union will notify and communicate with the Employer at the appointment of a Steward; and,

- v) the Employer and Union may mutually agree to adjust the number of Stewards as work load require.
- c) Stewards will receive the hourly premium as set out in the Wage Schedule notes. The Union will advise the Employer, in writing, of the name(s) of the duly appointed Steward(s).
- d) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. The Employer will notify the Union prior to layoff of a Steward.
- e) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that they will not leave their regular duties for the purpose of conducting business in connection with the administration of this Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreperson or immediate Supervisor. Such permission will not be unreasonably withheld. The Employer will pay Stewards for time spent attending to such duties during their working hours.

The parties agree that Stewards should make every effort to deal with employee questions and concerns during non-working times, unless the concern is of a time-sensitive, safety or disciplinary nature. The parties agree to discuss and monitor Steward's time allocation of working hours to Union matters through the Union-Management Committee outlined in Article 14.

- f) A Steward 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 Union represent 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. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following. The Representative(s) will:
 - i) identify themselves to the appropriate management personnel upon arriving at a job site;
 - ii) not interfere with the progress of work;
 - iii) the Union Representative will adhere to all application safety and security processes, policies and/or regulations or other owner/client lawful requirements; and
 - iv) the Union Representative will conduct all business in a non-working section of the job site.

- 4.03 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 forty-four (44) hours to each employee, per Collective Agreement renewal, at their regular hourly rates for all time spent formally preparing and negotiating the Collective Agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.
- 4.04 Union activity on the Employer's premises during working hours will be limited to that which is necessary for the processing of grievances and the administration and enforcement of this Agreement, and for any other activities authorized by the Employer.

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 for the purpose of influencing the bargaining unit. This article shall not restrict management's rights to manage the size of the workforce due to normal operational requirements.

ARTICLE 6 - EMPLOYMENT POLICY

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give hiring preference to qualified Union members who meet the Employer's requirements of the job by utilizing the CLAC Jobs Team recruitment tools, assistance, and resources when hiring, as required.
- 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 not be the subject of a grievance or arbitration excepting those provisions in Article 1.04. When a probationary employee is disciplined and not discharged, the parties agree that the terms stated in Article 24 will prevail.
- 6.03 Probationary employees are covered by this Agreement, except those provisions that specifically exclude such employees. Probationary employees may also require appropriate and constructive feedback in order to improve performance. Accordingly, the Employer will give constructive feedback to a probationary employee, when deemed necessary.
- 6.04 Employees who have passed their probationary period and are rehired within six (6) months after a layoff will not re-serve a new probationary period.
- 6.05 An Employee's probationary period may be extended for sufficient reasons and a specified increment of time, both agreed upon between the Employer and the Union.

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 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 mutually agreed by the Employer, and shall include on such remittance the following information for each employee:
- a) first, and last name;
 - b) classification;
 - c) rate of hourly pay, including hourly premiums;
 - d) gross earnings;
 - e) total regular and overtime hours worked in the month for which such deductions are made;

- f) dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union;
- g) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- h) Social Insurance Number;
- i) Date of Birth;
- j) Gender;
- k) Employee Number; and
- l) Complete Mailing address

- 7.05 The Employer shall remit electronically, on a form prescribed by the Union and mutually agreed by the Employer, upon the start of Employment, lay-off, quit or termination of an employee, and will also send to the Union by the 30th of each month, the following information of the employees involved:
- a) complete mailing address;
 - b) e-mail address;
 - c) primary telephone;
 - d) Job start date or job end date;
 - e) classification, including level or apprenticeship year;
 - f) date of birth;
 - g) gender;
 - h) Indigenous status and which community;
 - i) 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 will 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 with proper authorization and justification 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 AND AREA RATES OF PAY

- 8.01 Wage rates and other provisions applicable to various job classifications and work descriptions are as set forth in the applicable wage schedule.
- 8.02 The Parties commit to wage reviews effective for July 1, 2024 and effective for July 1, 2024. Any amendments agreed to will commence on the pay period closest to the applicable review date above. If the Parties do not agree, the matter will be referred to Arbitration as per Article 23.
- 8.03 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 the same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put in writing and signed by a Representative of the Employer and the Union. If the Union and Employer are unable to agree upon such wage rates, either party may apply directly for arbitration under Article 23.
- 8.04 Apprenticeship Pay

Apprentices will receive their new wage rate, upon presentation of their stamped bluebook from the applicable trade regulator in which province they are registered. It is expected that apprentices provide the Employer with this

documentation proving apprenticeship advancement within four (4) weeks of receiving their official advancement with the applicable apprenticeship board.

8.05 Show Up Time and Starting Work

An employee who comes to work, or starts work at their assigned work location 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 three (3) hours' pay at their prevailing hourly rate.

8.06 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.

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

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The-regular work week will be forty-four (44) hours per week, Monday through Friday inclusive, consisting of either:

- i. Four (4) nine (9) hour days and one (1) eight (8) hour; or
- ii. Four (4) eleven (11) hour days.
- iii. In circumstances when the work week is reduced to forty (40) or less hours per week, the Employer will endeavor

to condense the work week to four (4) days for applicable craft units affected, when deemed practical by the employer.

- 9.02 Hours of work and overtime as set out in this article may be modified by mutual agreement between the Employer and the Union. This may occur for selected projects and as per a pre-job conference specified in Article 27.02 or it may be noted on a Letter of Understanding.
- 9.03 Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's straight time hourly rate for all hours worked in excess of the scheduled workday and weekly hours.
- 9.04 For the purposes of computing weekly overtime pay, each statutory holiday that occurs during the calendar week will reduce the length of the regular work week (hours paid at straight-time rate) by the daily regular scheduled hours.
- 9.05 When a scheduled break occurs it will include a Sunday whenever possible.
- 9.06 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.
- 9.07 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 Article 9.01.

9.08 Rest Periods

- a) There will be two (2) rest periods 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. Rest periods will begin from the time an employee stops working to the time they start working again. Upon discussion and agreement between the parties, an alternative break schedule of two (2) thirty (30) minute breaks may be implemented for specific projects. Where applicable, this arrangement will be documented in a Letter of Understanding.
- b) Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked.
- c) Employees will be entitled to an additional fifteen (15) minute paid break at the start (or earliest convenience when performing critical tasks) of each two (2) hour period worked beyond ten (10) hours; this break will not apply to the meal break at twelve (12) hours, described below.
- d) When employees are not scheduled but are required to be on site beyond twelve (12) hours in a day the Employer will provide an additional paid time meal period of one half (1/2) hour and a hot meal provided by the employer.

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 to be the first day of the week for the purpose of computing overtime.
- 9.11 Employees who are required to change from day shift to night shift or from night shift to day shift will be provided proper notice. Proper notice for a change is considered to be the last day (or earlier) of the shift cycle directly preceding the change. When a change is implemented without the proper notice and causes the employee to miss hours, they will be paid for all missed hours.

ARTICLE 10 - LAY-OFF PROCEDURE

- 10.01 The Employer will give each employee notice of layoff or pay in lieu of notice of layoff as per the *Alberta Employment Standards Code*.
- 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.
- 10.03 An employee serving their probationary period as outlined under Article 6.04 will require no notice of layoff by the Employer.

ARTICLE 11 - VACATIONS AND VACATION PAY

- 11.01 a) All employees employed in fabrication will be entitled to receive vacation pay in an amount equal to five percent (5%) of their base wage rate for all hours worked.
- b) Vacation pay will increase to six (6%) for the above employees who have been employed with the Employer for five (5) or more consecutive years, as per the *Alberta Employment Standards Code*. Years of service, for the purposes of determining an employee's vacation pay entitlement, will not accrue during trade school attendance, while on layoff, or while working for a construction division of the Employer, but will be held and continue to accumulate upon a return or recall within 6 months from the time of separation, or at any time upon return from a construction division with the Employer.
- 11.02 Vacation pay will be paid to employees on each paycheque.
- 11.03 The Employer will consider vacations at the times requested considering business requirements. Requests will not be unreasonably withheld.

ARTICLE 12 - HOLIDAYS AND HOLIDAY PAY

- 12.01 All employees employed in fabrication will be entitled to receive holiday pay in an amount equal to five percent (5%) of their base wage rate for all hours worked in lieu of the holidays listed below.

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

12.02 Employees who 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 on each paycheque.

ARTICLE 13 - TRANSPORTATION

13.01 Vehicle Drivers

Employees must qualify under the Employer's vehicle insurance plan in order to drive the Employer's vehicles. All employees who drive for work purposes in an employer's vehicle, must hold a current valid and appropriate driver's license (Graduated Driver's License will not be accepted) for that vehicle and must notify the employer of any change in their driving record or license status. Failure to notify the employer of any such changes is subject to discipline up to and including termination.

Employees are responsible for Employer provided vehicles in their care and may be subject to discipline for any misuse or negligence. Citations (including photo) will be the responsibility of the driver.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

- 14.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, Union-Management meetings may be scheduled on each project. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project. The areas for discussion will include but not be limited to the following:
- i) safety measures;
 - ii) hiring policies;
 - iii) training and promotion;
 - iv) discipline and discharge policies;
 - v) matters that affect the working conditions of the employees
- b) The Employer and the Union will each appoint representatives to the Union-Management Committee. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.
- 14.02 An employee attending the Union-Management meetings will be entitled to their applicable hourly rate of pay.
- 14.03 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 The Health and Safety Committee is 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. 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.
- 15.03 The Employer agrees to 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.
- 15.04 The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
- 15.05 It is the intent of the parties to achieve working conditions that are safe and healthy taking into consideration the minimum hazards inherent to the operation of the process in question.
- 15.06 All safety matters shall be handled in accordance with the established Workers' Compensation procedures and the Employer's Health, Safety and Environment (HSE) Process.
- 15.07 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.

- 15.08 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.
- 15.09 Following a serious accident, the Employer will notify the Union of the accident.
- 15.10 Modified Work Programs
- a) If an employee is injured on the job and requires medical attention the employee will be assigned to Modified Work and they 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 that is available to the employee and will make the same available to the employee with the Physician's approval.
 - c) The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by attending physicians as per Article 15.08 (a) and (b).
- 15.11 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that it is appropriate for the Employer to develop and implement an Alcohol and Drug 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, reasonable cause, and random testing, the Employer will use the oral fluid test in combination with urine express unless otherwise dictated by the client site requirements. If random testing is required by a client, appropriate procedures will be outlined in a pre-job agreement.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 The Employer agrees to pay the amount as set out in the applicable 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) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage as outlined Benefits Outline 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.
- b) Employees are eligible to receive coverage on the first day of the month following the completion of three hundred fifty (350) hours worked. It is the responsibility of the

employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

- 16.03 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent to the contributions to the Insurance Plan as outlined in the applicable wage schedule will be paid to that employee, upon attainment of their 75th birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this collective agreement.
- 16.04 The Parties agree that the Health and Welfare rate in the Wage Schedules to be effective January 1 of each calendar year are subject to negotiations, which will take place prior to the effective date. If the parties do not conclude an agreement before 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.

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 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.

- h) The Employer will contribute an additional one percent (1%) to the RSP Plan for each employee with five (5) years of service, a further additional one percent (1%) to the RSP Plan for each employee with eight (8) years of service, and a further additional one percent (1%) for each employee with ten (10) years of service, for all hours worked. Each employee shall also contribute an equal matching amount to the RSP for all hours worked, via payroll deduction.
- i) Any employee who completes the CLAC RSP Plan Participation Opt Out form, on file with the Employer, may opt out of the matching RSP participation and as such will forego the additional amounts of Employer's contribution and will not be required to contribute their match amount. The Employer, in consultation with the Union, will establish dates on which Employees who have opted out of the program may reapply. These dates will be defined in the Opt Out Form.

17.02 Pension

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

- c) **Employer Contribution:** The Employer agrees to contribute the pension 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.

- d) **Employee Voluntary Contributions:** The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, employee voluntary pension contributions which are above and beyond those contributions outlined in Article 17.02 (c). A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.

17.03 Retirement Plan Contribution Details

- a) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the retirement plans will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.

- b) Where legislation prohibits 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 on each paycheque starting the first pay period after

September 1st of the year in which the employee reaches the age of restriction (end of 71st year). 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 not be liable for any tax consequence imposed on the employee.
- d) The Employer will remit retirement contributions to the applicable CLAC Remittance Team as outlined in Article 26. 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 26, 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 AND TRAINING FUND

18.01 Education Fund

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

18.02 Apprenticeship Training Funds

The Employer agrees to contribute an amount as set out in the Wage Schedule 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 Nason Scholarship Program

In support of Alberta Industry and Apprenticeship Training and the training and development of Nason employees, Nason offers a scholarship program. Details of the program can be found at the Nason office or by contacting your site Superintendent.

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 Certain trades are required to provide personal tools for their own use on the work site. These tool lists form part of this agreement.

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 All employees will wear CSA approved (with minimum six inch (6”) uppers) safety boots, provided by the employee.
- 20.02 The Employer agrees to reimburse employees for the cost of Safety Boots or the cost of custom ear plugs up to a maximum of two hundred fifty (\$250.00) according to the following criteria:
- a) The employee must have worked for a minimum of six (6) months with the Employer in the division for the first reimbursement (\$250.00).
 - b) For any subsequence reimbursement (\$250.00), the employee must have worked an additional one (1) year from the last reimbursement.
 - c) The reimbursement will be paid upon presentation of the original receipt to the Employer.
 - d) The allowance is not restricted to one pair of boots. One receipt may qualify for multiple reimbursements up to two years from original purchase.

20.03 Prescription Safety Eyewear

The Employer agrees to reimburse any employee of the cost of prescription safety eyewear (contact lenses are not eligible) up to a maximum of three hundred dollars (\$300.00) according to the following criteria:

- a) The employee must have worked for a minimum of one year with the Employer for the first reimbursement.
- b) For any subsequent reimbursement the employee must have worked an additional two (2) years from the last reimbursement.
- c) Reimbursement will be made within a reasonable time period following presentation of the prescription and original receipt to the Employer.

Should an employee elect to have corrective laser eye surgery, they are eligible to receive a onetime payment of three hundred dollars (\$300.00), subject to the criteria above.

20.04 The Employer will supply employees with all additional safety related equipment, if and when required, including safety hats, gloves, non-prescription safety glasses, and rain gear (excluding CSA safety rain boots). This 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, improper maintenance, or willful destruction of Employer supplied items.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 The Employer will grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee for the following reasons:

- a) Marriage of the employee,
- b) Sickness of the employee or employee's immediate family,
- c) Union activity other than this establishment,
- d) Death of a family member not outlined in 21.02,
- e) Birth or adoption of a child,
- f) Reasons in accordance with Alberta *Employment Standards Legislation*,
- g) Other reasons as approved by the employer.

The length of the leave of absence shall be mutually agreed between the employer and the employee.

21.02 An employee will be granted a three (3) day leave of absence with pay at their regular straight time hourly rate to a maximum of eight (8) hours per day, for bereavement of the employee's (common law) spouse, (step) child, (step) parent, or (step) sibling, aunt, uncle, pregnancy loss (as defined in the Alberta Employment Standards Code), mother-in-law, father-in-law, grandparent, or grandchild. Further time (paid or unpaid) may be granted by mutual agreement between the Employer and the employee. To receive such, pay the employee must return to work unless notified during the leave of a layoff.

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 Stewards and the Union Representatives specified in Article 4 are the agents through which employees will access the grievance procedure. A formal grievance will only be filed by the Union Representative, in consultation with the Steward and grievor.

22.02 a) A “Grievance” is a formal 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 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) A “Policy Grievance” is defined as a grievance which involves a question relating to the interpretation, application or administration of this Agreement.

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

22.03 All the time limits referred to the grievance procedure herein contained will be deemed to mean “work days”. A “work day” is defined as any day from Monday to Friday, excluding 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. From the date of that unilateral declaration the time limits will come into effect at the last step filed by either party.

- 22.04 a) The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject or 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 stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.
- 22.05 No employee will have a grievance until they have discussed their complaint with their immediate supervisor or Superintendent. If the employee's immediate supervisor or 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 6.06, if a grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be presented to the designated Employer representative by a Steward or a Union representative. The designated Employer representative will notify the Union representative of their decision in writing not later than five (5) work days following the day upon which the grievance was received by him.

The grievance referred to above will identify:

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

and will be signed by the employee or employees involved.

Step 2

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

Step 3

In the event that the grievance is not settled at Step 2, the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) days of the delivery of the decision or within five (5) days of the date on which the decision should have been made in Step 2 to the Union Representative.

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

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

ARTICLE 23 – ARBITRATION

- 23.01 If notice of desire to arbitrate is served, the two parties will meet in an attempt to obtain agreement to refer the matter to an agreed upon single arbitrator within seven (7) calendar days of receipt of notification. The arbitrator will meet within twenty-one (21) calendar days of the appointment and hear such evidence as the parties may desire to present to assure a full, fair hearing, and will render a decision in writing to the parties within fourteen (14) calendar days after the completion of the hearing.
- 23.02 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally or by email communication.
- 23.03 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to meet to agree to an arbitrator, in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint the Single Arbitrator to hear the grievance and their decision will be final and binding upon both parties.
- 23.04 It is agreed that the Arbitrator will have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to reliance upon the words or conduct of the other party.

- 23.05 An employee found to be wrongfully discharged or suspended will be reinstated back to the date of discharge and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 23.06 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in its opinion, is just and equitable. This cause will not apply to the discharge of a probationary employee.
- 23.07 Each of the parties hereto will bear equally the expenses of the arbitrator.
- 23.08 The Arbitrator will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof.

ARTICLE 24 – PROGRESSIVE DISCIPLINE:

WARNING, SUSPENSION, AND DISCHARGE

- 24.01 Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a

performance issue or opportunity for improvement exists. The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations. Progressive discipline is most successful when it assists an individual to become an effectively performing member of the organization.

The Employer will ensure that a proper progressive discipline process is in place and consistently used as per the Employer's Policy cited in Article 3.01. The process properly features increasingly formal efforts and increasingly serious consequences, (depending on the severity of the issue) to provide appropriate feedback to the employee so that they can correct the problem. The goal of progressive discipline is to improve employee performance.

If a steward is on site, they will be given the opportunity to attend any formal discipline meetings that may involve suspensions or terminations.

24.02 Union representation will be available for all written disciplinary action, suspensions, and terminations.

24.03 An employee may be suspended or discharged for proper cause as a disciplinary measure by the Employer. Proper cause may include, but not be limited to, the refusal by an employee to abide by Safety Regulations; a blatant disregard for Safety Policies and Practices; 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 to abide by the Employer's HSE Process, rules, regulations, policies and

practices. Such suspension or discharge is subject to the Grievance Procedure.

24.04 When the conduct or performance of an employee calls for a formal warning by the Employer, such a warning will be noted and given in writing to the employee and the Union by the Employer.

24.05 An employee who fails to show up to work, or notify management for three (3) consecutive work days, will be deemed to have voluntarily quit.

ARTICLE 25 - GENDER CLAUSE

25.01 Where a term of specific gender is used in the Agreement it will be considered to include any gender equally, wherever applicable.

ARTICLE 26 – DUES AND TRUST FUND PAYMENTS

26.01 The parties acknowledge that delinquent payments to the Union for Union dues 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, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.

- 26.02 Contributions will be made to the Union Provincial Remittance Processing Centre pursuant to Article 7, 16, and 18, each month, by the fifteenth (15th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 26.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.
- 26.04 Further to Article 26.03, if the Employer continues to be delinquent in its remittances as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 26.05 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 saved harmless for any claims, relating to the remittances of Union dues, the Health and Welfare plan and the RSP plan, excluding any costs the Employer incurs defending such claims.
- 26.06 The Employer will, and will be deemed to, keep all Union 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 remitted such monies to the Union's Remittance Processing Centre or as otherwise designated. 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 Remittance Processing Centre for Union dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

ARTICLE 27 – COLLECTIVE AGREEMENT AMENDMENTS

27.01 It is understood and agreed that the wage rates and other provisions set out in this agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects 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) days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

27.02 Pre-Job Conferences

- a) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, if required, a pre-job conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via

telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

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

ARTICLE 28 – DURATION

- 28.01 This agreement will be effective on the first (1st) day of July, two thousand and twenty-three (2023) and will remain in effect until the twenty-eighth (28th) day of February, two thousand and twenty-six (2026) and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period 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.
- 28.02 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.
- 28.03 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
**NASON CONTRACTING
GROUP LTD.**

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

Per: _____
 Authorize

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

_____ representative

Per: _____
 Authorized Representative

Per: _____
 Authorized Representative

Classifications and Hourly Wages

Wage Schedule
Fabrication
Classifications and Hourly Wages
As of July 2, 2023

Journey person Classification	Base Wage	Vac / Stat	Employer Contributions						Total
			H & W**	RSP	Pension	EF	AF	TTF	
			10%	4%	3%	\$0.02	\$0.06	0.65%	
Boom Truck Operator	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Carpenter	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
CNC Operator 1	\$37.02	\$3.70	\$2.18	\$1.48	\$1.11	\$0.02	\$0.06	\$0.24	\$45.81
CNC Operator 2	\$30.49	\$3.05	\$2.18	\$1.22	\$0.91	\$0.02	\$0.06	\$0.20	\$38.13
CNC Operator 3	\$27.22	\$2.72	\$2.18	\$1.09	\$0.82	\$0.02	\$0.06	\$0.18	\$34.29
Crane Operator 0-100 T	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51
Electrician	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51
Equipment Operator - Heavy	\$37.02	\$3.70	\$2.18	\$1.48	\$1.11	\$0.02	\$0.06	\$0.24	\$45.81
Equipment Operator - Light	\$34.85	\$3.48	\$2.18	\$1.39	\$1.05	\$0.02	\$0.06	\$0.23	\$43.26
Gas Fitter (A&B)	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51
Instrumentation Technician	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51
Insulator	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Ironworker - Reinforcing / Building Erector	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Ironworker - General / Structural	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51
Labourer - Skilled	\$27.22	\$2.72	\$2.18	\$1.09	\$0.82	\$0.02	\$0.06	\$0.18	\$34.29
Labourer - Intermediate	\$23.96	\$2.40	\$2.18	\$0.96	\$0.72	\$0.02	\$0.06	\$0.16	\$30.44
Labourer - Entry Level	\$21.78	\$2.18	\$2.18	\$0.87	\$0.65	\$0.02	\$0.06	\$0.14	\$27.89
Material Handler 1	\$30.49	\$3.05	\$2.18	\$1.22	\$0.91	\$0.02	\$0.06	\$0.20	\$38.13
Material Handler 2	\$27.22	\$2.72	\$2.18	\$1.09	\$0.82	\$0.02	\$0.06	\$0.18	\$34.29
Material Handler 3	\$21.78	\$2.18	\$2.18	\$0.87	\$0.65	\$0.02	\$0.06	\$0.14	\$27.89
Materials Technician	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Millwright / Machinist	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51
Painter	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Plumber	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51
Scaffolder	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Steamfitter / Pipefitter	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51
Structural Steel and Plate Fitter	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Truck Driver	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Welder- CWB	\$41.38	\$4.14	\$2.18	\$1.66	\$1.24	\$0.02	\$0.06	\$0.27	\$50.94
Wire Process Operator	\$37.24	\$3.72	\$2.18	\$1.49	\$1.12	\$0.02	\$0.06	\$0.24	\$46.07
Welder - B Pressure	\$43.56	\$4.36	\$2.18	\$1.74	\$1.31	\$0.02	\$0.06	\$0.28	\$53.51

* The Base Wage rates are subject to review as per Article 8.02

** H&W rates will be determined per the CLAC HW Rate Table depending on work schedule

Nason Contracting Group Ltd. - Fabrication
COLLECTIVE AGREEMENT – July 1, 2023 – February 28, 2026

Wage Schedule
Fabrication
Classifications and Hourly Wages
As of July 2, 2023

Apprenticeship Classification	Base Wage*	Vac / Stat	Employer Contributions						Total
			H & W**	RSP	Pension	EF	AF	TTF	
		10%	\$2.18	3%	3%	\$0.02	\$0.06	0.65%	

Apprentice - 4-Period Program- Trades w/Journeyman base rate: \$43.56

1st year (60%)	\$26.14	\$2.61	\$2.18	\$1.05	\$0.78	\$0.02	\$0.06	\$0.17	\$33.01
2nd year (70%)	\$30.49	\$3.05	\$2.18	\$1.22	\$0.91	\$0.02	\$0.06	\$0.20	\$38.13
3rd year (80%)	\$34.85	\$3.48	\$2.18	\$1.39	\$1.05	\$0.02	\$0.06	\$0.23	\$43.26
4th year (90%)	\$39.20	\$3.92	\$2.18	\$1.57	\$1.18	\$0.02	\$0.06	\$0.25	\$48.38

Apprentice - 4-Period Program- Trades w/Journeyman base rate: \$41.38

1st year (60%)	\$24.83	\$2.48	\$2.18	\$0.99	\$0.74	\$0.02	\$0.06	\$0.16	\$31.47
2nd year (70%)	\$28.96	\$2.90	\$2.18	\$1.16	\$0.87	\$0.02	\$0.06	\$0.19	\$36.33
3rd year (80%)	\$33.10	\$3.31	\$2.18	\$1.32	\$0.99	\$0.02	\$0.06	\$0.22	\$41.20
4th year (90%)	\$37.24	\$3.72	\$2.18	\$1.49	\$1.12	\$0.02	\$0.06	\$0.24	\$46.07

Apprentice - 3-Period Program- Trades w/Journeyman base rate: \$43.56

1st year (70%)	\$30.49	\$3.05	\$2.18	\$1.22	\$0.91	\$0.02	\$0.06	\$0.20	\$38.13
2nd year (80%)	\$34.85	\$3.48	\$2.18	\$1.39	\$1.05	\$0.02	\$0.06	\$0.23	\$43.26
3rd year (90%)	\$39.20	\$3.92	\$2.18	\$1.57	\$1.18	\$0.02	\$0.06	\$0.25	\$48.38

Apprentice - 3-Period Program-Trades w/Journeyman base rate: \$41.38

1st year (70%)	\$28.96	\$2.90	\$2.18	\$1.16	\$0.87	\$0.02	\$0.06	\$0.19	\$36.33
2nd year (80%)	\$33.10	\$3.31	\$2.18	\$1.32	\$0.99	\$0.02	\$0.06	\$0.22	\$41.20
3rd year (90%)	\$37.24	\$3.72	\$2.18	\$1.49	\$1.12	\$0.02	\$0.06	\$0.24	\$46.07

Apprentice - 2-Period Program- Trades w/Journeyman base rate: \$43.56

1st year (70%)	\$30.49	\$3.05	\$2.18	\$1.22	\$0.91	\$0.02	\$0.06	\$0.20	\$38.13
2nd year (85%)	\$37.02	\$3.70	\$2.18	\$1.48	\$1.11	\$0.02	\$0.06	\$0.24	\$45.82

Apprentice - 2-Period Program- Trades w/Journeyman base rate: \$41.38

1st year (70%)	\$28.96	\$2.90	\$2.18	\$1.16	\$0.87	\$0.02	\$0.06	\$0.19	\$36.33
2nd year (85%)	\$35.17	\$3.52	\$2.18	\$1.41	\$1.06	\$0.02	\$0.06	\$0.23	\$43.64

Apprentice - 2-Period Program- Trades w/Journeyman base rate: \$37.24

1st year (70%)	\$26.07	\$2.61	\$2.18	\$1.04	\$0.78	\$0.02	\$0.06	\$0.17	\$32.93
2nd year (85%)	\$31.65	\$3.17	\$2.18	\$1.27	\$0.95	\$0.02	\$0.06	\$0.21	\$39.50

Apprentice - 1-Period Program- Trades w/ Journeyman base rate: \$43.56

1st year (70%)	\$30.49	\$3.05	\$2.18	\$1.22	\$0.91	\$0.02	\$0.06	\$0.20	\$38.13
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Apprentice - 1-Period Program-Trades w/Journeyman base rate: \$41.38

1st year (70%)	\$28.96	\$2.90	\$2.18	\$1.16	\$0.87	\$0.02	\$0.06	\$0.19	\$36.33
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* The Base Wage rates are subject to review as per Article 8.02

Fabrication Schedule Notes

The following premiums will be added to the employee's base wage rate and are subject to vacation/stat pay, RSP, pension, and overtime pay:

Leadhand Premium – 5%

Foreperson Premium (over the Journeyperson Classification Base Rate) - 10%

Fabrication Responsibility and Experience Premiums: (issued at the Employer's discretion)

Level 1 - \$1.00

Level 2 - \$1.25

Level 3 - \$1.50

Level 4 - \$1.75

Level 5 - \$2.00

Level 6 - \$2.50

Steward's Premium

- Basic steward premium - \$0.75
- with CLAC "Toolbox 1" Training - \$1.00/hr.
- with CLAC "Toolbox 2" Training - \$1.25/hr.
- with CLAC "Toolbox 3" Training - \$1.75/hr.

The following premiums are to be paid for all applicable hours worked but are not subject to vacation/Stat pay, RSP, Pension or Overtime pay:

Dual Ticket - Employees' that possess 2 Alberta or Red Seal Journeyperson Tickets and are hired with the intent to perform both tasks, or use both tickets will receive a \$1.00/hr premium.

Nightshift – Employees will receive a nightshift premium of \$3.00/hour for all hours worked when 50% or more of the scheduled shift hours fall between the hours of 6:00PM and 6:00AM. This premium will NOT be added to the base wage rate and will not affect RSP, Pension, Overtime, and Vacation/Stat Pay.

Direct Service Provider (DSP) Provisions:

The provisions of Articles 9, 10.01, 11, 12, 15.03 and 15.05, 20 do not apply to employees paid DSP rates. The rates specified include overtime, vacation and statutory holiday pay.

All DSPs are required to remit to the Union, such dues and contractual fees as prescribed by the Union. The Employer agrees to deduct such dues and remittances from the DSP's invoices and remit them to the Union on their behalf as per Articles 7.01, 16.01, 16.03, 17.01, 18.01, 18.02, 18.03 and 25. Remittances will be calculated based on the regular journeyman rate for their classification (not on the DSP rate).

Where rates are designated: (TBN), the rate will be negotiated between the Employer and Union at a pre-job conference as per Article 26.02.

CLAC Tool Lists – Fabrication

<u>Steamfitter-Pipefitter</u>
1 – Tool box or bag (recommended to be lockable)
1 – 6" or 8" Pipe Wrench
1 – Ball Pen
1 – ½" to 1 ½" Tubing Cutters
1 – Pair of Standard Pliers
1 – 12" Adjustable Wrench
1 – 8" Adjustable Wrench
1 – Center Punch
1 – Tape Measure M/I
1 – Torpedo Level
1 – Basic Set of Screwdrivers of Standard, Phillips, and Robertson Head
1 – ½ round metal file (or round and flat file)
1 – Pair of tin snips
1 – Self Retracting Knife

<u>Plumber</u>
1 – Tool box or bag (recommended to be lockable)
1 – 8" Pipe Wrench
1 – Strap Wrench
1 – ½" to 1 ½" Tubing Cutters
1 – Pair of Standard Pliers
1 – Basin Wrench
1 – 12" Adjustable Wrench
1 – 8" Adjustable Wrench
1 – Flat Cold Chisel
1 – Tape Measure
1 – Torpedo Level
1 – Basic Set of Screwdrivers of Standard, Phillips, and Robertson Head
1 – ½ round metal file (or round and flat file)
1 – Pair of tin snips
1 – Self Retractable Knife

<u>Electrician</u>
1 – Tool box or bag (recommended to be lockable)
1 – Hammer
1 – Hacksaw Frame
1 – 10" Level
1 – ¾ x 16' Measuring Tape M/I
1 – Terminating Screwdriver set
1 – Flat Blade Screwdriver
1 – Phillips Screwdriver
1 – Socket Screwdriver No. 6
1 – Socket Screwdriver No. 8
1 – Socket Screwdriver No. 10
1 – 6" Adjustable Wrench
1 – 10" Adjustable Wrench
1 – 10" Water Pump Pliers
1 – 8" Linemen's Pliers
1 – Diagonal Cutting Pliers
1 – Needle Nose Pliers
1 – Self Retracting Knife
1 – Nut Drivers $\frac{5}{16}$, $\frac{1}{4}$, $\frac{3}{8}$, $\frac{1}{2}$
1 – Small Set Hexagon Wrenches (Allan) – Imperial/Metric
1 – Voltage Tester (120 – 600V single function CSA approved)
1 – Wire Stripper Ideal #45120 (or equivalent)

<u>Structural Welder</u>
1 – Tool box or bag
1 – Center Punch
1 – Cold Chisel $\frac{3}{8}$ " or $\frac{1}{2}$ " Blade Maximum
1 – 8" MIG Welding Pliers
1 – Vice Grip Pliers (1 Pair Minimum)
1 – "C" Clamp Vise Grips (1 Pair Minimum)
1 – 14 to 16 oz. Ball Peen Hammer
1 – 12" Adjustable Wrench
1 – Chipping Hammer
1 – Allan Key Set, Imperial
1 – Allan Key Set, Metric
1 – 6" Steel Rule
1 – 10' or 12' Tape Measure (metric & imperial) Combination OR 2 Separate
1 – Fillet Weld Gauge
1 – Fire Retardant Coveralls, Overalls or Fire Retardant Shop Coat
1 – Small Pocket size flashlight
1 – Welding Helmet & filter plates
1 – Self Retractable Knife

<u>Carpenter</u>
1 – Tool box or bag
1 – Claw Hammer
1 – Square, steel framing, 24" x 16" x 2'
1 – Square, combination, 12"
1 – T bevel, sliding, 6" or 8"
1 – Tape, steel, 25' minimum (Metric/Imperial)
1 – String Line, 100 ft.
1 – Chalk Line
1 – Level, 24", 6 glasses
1 – Nail puller, cats-paw type, 6" or 8"
1 – Plumb bob, 12 oz
1 – Screwdriver set
1 – Lineman's pliers, 9 $\frac{1}{2}$ "
1 – Self Retractable Knife
1 – Nut Drivers $\frac{5}{16}$, $\frac{1}{4}$, $\frac{3}{8}$, $\frac{1}{2}$

Ironworker (Structural)
1 – Tool box or bag (recommended to be lockable)
1 of each - Pins (drift, and bull)
1 – Pipe Wrench
1 – Pliers set
1 – Pry Bar sets
1 – Punch set
1 – Reamers set - 15 per set (asst. sizes but require ¾")
1 – Screwdrivers: Robertson, Phillips, Flat Blades
2 of each - Side/Diagonal Cutters
1 – Spud Wrench
1 – Torpedo Level
1 – Straight Edge
Squares (Framing, Combination)
1 – Plumb Bob
1 – 25 ft Measuring Tape M/I
1 – String line
1 – Hammer (4lb)
1 – Self Retractable Knife

<u>Sheet Metal Worker</u>
1 – Tool box or bag (recommended to be lockable)
1 – Tin Snips set (RH,LH, and Straight)
1 – Scratch Awl
1 – Basic Set of Screw Drivers of Flat, Phillips, and Robertson Head
1 – 25' Tape Measure (combo imperial/metric)
1 – Torpedo Level
1 – Tinnners Hammer
1 – Pair of Standard Pliers
1 – ½ round metal file (or round and flat file)
1 – Self Retractable Knife
1 – 12" Combination Square
1 – Welding Helmet & filter plates

<u>Structural Steel Platefitter</u>
1 – Center Punch
1 – Cold Chisel ¾" or ½" Blade Maximum
1 – 8" MIG Welding Pliers
1 – 12" Combination Square
1 – Vise Grip Pliers - 1 Pair Minimum
1 – "C" clamp Vise Grips - 1 Pair Minimum
1 – 14 to 16 oz. Ball Peen Hammer
1 – 12" Adjustable Wrench
1 – Chipping Hammer
1 – Allan Key Set, Imperial
1 – Allan Key Set, Metric
1 – 6" Steel Rule
1 – 10' or 12' Tape Measure (metric & imperial) Combination
1 – Fillet Weld Gauge
1 – Fire Retardant Coveralls or Fire Retardant Shop Coat
1 – Small pocket size flash light
1 – Welding Helmet & fitter plates
1 – Self Retractable Knife

<u>B Pressure Welder</u>
1 – Tool box or bag
1 – Center Punch
1 – Cold Chisel $\frac{3}{8}$ " or $\frac{1}{2}$ " Blade Maximum
1 – 8" MIG Welding Pliers
1 – 14 to 16 oz. Ball Peen Hammer
1 – 12" Adjustable Wrench
1 – Chipping Hammer
1 – Allan Key Set, Imperial
1 – Allan Key Set, Metric
1 – 10' or 12' Tape Measure (metric & imperial) Combination OR 2 Separate
1 – Fillet Weld Gauge
1 – Fire Retardant Coveralls, Overalls or Fire Retardant Shop Coat
1 – "C" Clamp Vise Grips - 1 Pair Minimum
1 – Small Pocket size flashlight
1 – Welding Helmet & filter plates
1 – Self Retractable Knife

<u>Wire Process Operator</u>
1 – Center Punch
1 – Cold Chisel $\frac{3}{8}$ " or $\frac{1}{2}$ " Blade Maximum
1 – 8" MIG Welding Pliers
1 – 12" Combination Square
1 – 14 to 16 oz. Ball Peen Hammer
1 – 12" Adjustable Wrench
1 – Chipping Hammer
1 – 6" Steel Rule
1 – 10' or 12' Tape Measure (metric & imperial) Combination OR 2 Separate
1 – Fillet Weld Gauge
1 – Fire Retardant Coveralls, Overalls or Fire Retardant Shop Coat
1 – Allan Key Set, Imperial
1 – Allan Key Set, Metric
1 – Small Pocket size flashlight
1 – Self Retractable Knife

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 seventh (7th) 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 www.clac.ca	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.

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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