



COLLECTIVE AGREEMENT

**BETWEEN
FORMULA CONTRACTORS LTD.**

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

DURATION: July 1, 2023 – June 30, 2025

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COLLECTIVE AGREEMENT

Between:

**FORMULA CONTRACTORS LTD.
("the Employer")**

-And-

**CONSTRUCTION WORKERS UNION,
CLAC LOCAL 63
("the Union")**

Duration: July 1, 2023 – June 30, 2025

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CLAC Calgary Member Centre.**

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the Employer, the Union and the employees, as parties to this Collective Agreement (“Agreement”), which has been negotiated and entered into in good faith, to:

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

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

- a) The industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;

- b) The economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of 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 established or recognized by the Employer will not be construed to deprive employees or the Union of such rights. Such rights may only be amended by mutual agreement.

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

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 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:

C2083-2022 Road-Building and Heavy Construction Carpenters
C2084-2022 Road-Building and Heavy Construction Operating Engineers

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 Schedules attached hereto and made part hereof.

2.02 This Agreement covers all employees of the Employer when employed in Road-building and Heavy Construction as Cement Masons, and their Apprentices and their Foreman, save and except Supervisory, Managerial, Office, Salaried and Clerical Personnel.

2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties. With the exception that the scope of this Agreement will also automatically apply to employees employed in other trades from and after the day that certification is obtained by the Union for that trade from the ALRB. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 Subject to the terms of this Agreement, the Employer's rights include the right to:

- a) 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) Select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, rehire and suspend employees; to select and retain employees for positions excluded from the bargaining unit; and
- c) 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, starting and quitting times, 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, employee qualifications, and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference

3.02 The sole and exclusive jurisdiction over operations, building, machinery, and equipment will be vested in the Employer.

3.03 The Employer may only contract out work where it:

- a) Does not possess the necessary facilities or equipment;
- b) Does not have and/or cannot acquire the required employees; or
- c) 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 sub-contractors to be hired to do such work.

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 as follows:
 - i) When there are fifty (50) or less employees - one (1) Steward;
 - ii) Over fifty (50) employees, but less than one hundred (100) - two (2) Stewards;
 - iii) For every hundred (100) employees beyond one hundred (100) at least one (1) additional Steward. More stewards may be added by mutual agreement; and
 - iv) The Union will notify and communicate with the Employer when a Steward is appointed.

- v) The Employer and Union must both agree before a Chief Steward is to be implemented.
- c) Stewards will receive the hourly premium as set out in the Wage Schedules. 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. Where possible, the Employer will notify the Union prior to layoff if a Steward is affected by a planned lay off.
- e) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Superintendent. Such permission will not be unreasonably withheld. The Employer will pay Stewards at their prevailing hourly rate for time spent attending such duties during their working hours. If these duties, at the request of the Employer, are beyond the regular shift, the Steward will be paid for all hours beyond their regular work day.
- 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 (“Representatives”) are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Stewards will not act in this capacity. 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:
 - i) The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site.
 - ii) Where required, Representatives will complete the Employer and client orientation process before they will be granted access to the work areas. This does not preclude a Representative from access to office facilities without orientation when necessary.
 - iii) In no case will such representative interfere with the progress of work.

4.03 The Employer

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 Union representative may attend such meetings.

4.04 The Union

There will be no Union activity on the Employer's premises during working hours, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.05 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. The Committee will consist of up to four (4) employees representing the membership at the time of bargaining. Should the Union desire more committee members, such additions must be agreed upon by the Employer. Employees will be paid at their regular hourly rates for all time spent during regular work hours in negotiations, to a maximum of forty (40) hours of pay per member, unless additional paid hours are approved by the Employer.

4.06 With Employer permission, negotiations may occur on Employer premises, as may Union meetings with employees which relate to negotiations when employees are working in remote locations, subject to any project client requirements.

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any cessation of work, strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through employees recognized in this Agreement.

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 including a lockout in the form of deliberately restricting or reducing 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 Union members, 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 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, excepting those provisions that specifically exclude such employees. It is agreed that probationary employees benefit from appropriate and constructive feedback in order to improve performance.

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 who quits or is terminated for just cause and is rehired will serve a new probationary period.

ARTICLE 7 – UNION DUES, REMITTANCES AND REPORTING

7.01 The Employer is authorized to and will deduct from each employee's paycheque the amount equal to Union dues or 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 dues 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 Provincial Remittance Processing Centre each month, by the fifteenth (15th) of the month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made, and the amount remitted for each.

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

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

- a) first, middle and last name;
- b) work location/job site;

- c) classification;
- d) rate of hourly pay, including hourly premiums;
- e) gross earnings;
- f) total regular and overtime hours worked in the month for which such deductions are made;
- g) dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and,
- h) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement.
- i) Social Insurance Number
- j) Date of Birth
- k) Gender
- l) Employee Number
- m) Complete Mailing address

7.05 At the start of employment, end of employment or upon the occasion of a change in classification during employment, the Employer shall transmit electronically, on a form agreed to with the Union, the following information for 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;

This information will be provided to the Union within the pay period following the change in employment.

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 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.
- 7.11 The Employer will provide the Union with all necessary information required to administer insurance and benefit plans, as well as job classification changes and terminations. The name, address, date of hire, and classification of new employees will be provided to the Union once monthly.

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 Wage 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 an authorized representative of the Employer and the Union. If the Union and the Employer are unable to agree upon such wage rates either party may apply directly for arbitration under Article 23.

8.03 Show Up Time

- a) An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at their prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable. Reasonable notification is considered phone call and/or text message 1 hour prior to the scheduled start time unless otherwise decided at pre-job conference.
- b) In the case of a camp, proper notification is at breakfast time and such notices are to be posted on the kitchen bulletin board.

8.04 Starting Work

An employee who starts work and is prevented from completing their normal work day will receive the greater of four (4) hours pay at their prevailing hourly rate or the number of hours worked multiplied by the prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.

8.05 Call-Back

An employee who is called back to work in the same day after their shift is cancelled will receive a minimum of two (2) hours

pay at the appropriate 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 If the shortage of work is for a period longer than the day outlined in Article 8.06 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing and signed by the Employer and the employee.

8.08 When work is suspended due to reasons beyond the control of the Employer, the Employer, in consultation with the Union, may decide to pay employees for part or all of the suspension period.

8.09 Payroll

The Employer shall process at least a weekly payroll, but may apply to the Union for an exception, in accordance with the following provisions. Payment will be made by electronic deposit.

- a) The work week shall be a seven (7) day period.
- b) The Employer shall pay to each employee all monies (i.e. wages, annual vacation pay, statutory holiday pay, premiums, allowances, etc.) earned by such Employee during each pay period. Such payment shall be made during regular working hours on the Friday following the

- end of each pay period. Notwithstanding the foregoing, if the regular Friday pay day is a statutory holiday, payment shall be made the preceding work day.
- c) The Employer shall provide each employee a separate or detachable itemized statement for each pay period, clearly showing the number of hours at straight time rates and at overtime rates, for each classification worked, any/all applicable premiums, allowances, and reimbursements, and the total deductions from the gross amount earned. shall pay to an employee any/all monies (i.e. wages, annual vacation pay, statutory holiday pay, premiums, allowances, etc.) which may be owing by electronic deposit to such Employee within seven (7) days following the termination of employment.
- d) In the event payment is not made in accordance with the time frames set out above notwithstanding (f), the employee shall be paid a late remittance amount of two (2) hours at the applicable basic hourly rate of pay for each twenty-four (24) hour period of delay after the employee has notified the Employer of the failure to receive payment, to a maximum of eight (8) hours of pay. Such intervals shall only be deemed to include working days from the day that the Employee notifies the Employer and shall remain exclusive of weekends and holidays. It is understood, however, that extenuating circumstances can arise, and that despite all good faith efforts and for reasons beyond the control of the Employer, payments may be delayed. In such cases the onus shall be on the Employer to notify the Union, prior to the time by which the pay is required to be available or required to be post marked, of the details of such

- circumstances. In such cases the payment of the late remittance amount shall be waived.
- e) No payment for waiting time shall be applicable when a clerical and/or mathematical error is made in calculating monies due as stated above. Corrections of one day's pay or less will be made in the next pay period following the Employer being informed of the error.
 - f) Living out allowance, where applicable, shall be paid in accordance with the above-mentioned articles. The Employer is not responsible to pre-pay living out allowance. In the event of a clerical error where payment is not made on time an electronic transfer will be made within twenty-four (24) hours.
 - g) The parties recognize that the Employer may bid or execute a scope of work which does not allow for, or is not conducive to, a traditional seven (7) day work week. For example, an owner might require an extended shift cycle of fourteen (14) days on and fourteen (14) days off. In such a case, the parties will discuss revisions to this article which allow for payments to employees to correspond with the duration of the shift cycle.

ARTICLE 9 - HOURS OF WORK & OVERTIME

- 9.01 The normal work week will consist of forty (40) hours per week.
- 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) hours per day and forty

(40) regular straight-time hours per week. Overtime will be paid when an employee works on any regularly scheduled day off.

- 9.03
- a) When a general holiday as outlined in Article 12.01 occurs during the calendar week, overtime as per Article 9.02 will be paid for all hours in excess of thirty-two (32) regular straight time hours.
 - b) When two (2) general holidays as outlined in Article 12.01 occur during the calendar week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of twenty-four (24) hours.
 - c) The Union and Employer may mutually agree to recognize the general holiday on a different day within the calendar week, and for night shift the parties will meet to decide which shift the general holiday is being observed.

9.04 Sunday

- a) Sunday will be deemed the first day of the week.
- b) When a scheduled break occurs it will include a Sunday whenever possible.
- c) Employees will receive overtime pay at the rate of one and one-half (1.5) times the Employee's straight time hourly rate of pay for all hours worked on a Sunday, regardless of the number of hours worked that week. This is subject to pre-job amendments as outlined in Article 9.07.

- 9.05 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.

9.06 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the pre-job conference report subject to Article 26.

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 Rest Breaks and Meal Periods

- a) There will be two (2) paid rest 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.
- b) Employees will be given a meal period of one half (½) hour per shift but such period will not be considered as time worked.
- c) Employees shall receive a paid fifteen (15) minute rest break at the start (or at the earliest convenience when performing critical tasks) of every two (2) hours worked beyond the regular day. (A rest break shall not apply to the meal break at twelve (12) hours).
- d) Break times may be altered by mutual agreement between the Employer and the Union. An example of an alternative break schedule may include combining the two (2) paid coffee breaks of fifteen (15) minutes duration into one (1) paid break of thirty (30) minutes duration. This paid break will be observed in the first half of the shift, while the second paid break will be observed in the

second half of the shift. Employee input will be considered, and any changes will be noted in a pre-job agreement.

- e) If the additional overtime is estimated to be less than one (1) hour, the Employer may elect to give the break at the end of the work day.
- f) Employees who work beyond twelve (12) hours in a day will be provided with an additional one half (1/2) hour paid meal period and a meal will be 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 Changing from Days to Nights (or vice versa)

The Employer will make every attempt possible to schedule shift cycle changes from days to nights (or vice versa) between shift cycles so employees start their new shift at the beginning of a shift cycle. The Employer agrees to give as much notice as possible for these changes, proper notice for a change is considered to be the first day (or earlier) of the shift cycle directly preceding the change.

- If a mid-shift cycle change causes employees to work less hours than they were originally scheduled for within that shift cycle, they will be paid for all hours that they were originally scheduled for in that shift cycle.
- If the shift cycle change requires an Employee to reschedule travel, the employer will cover the cost of their

change fees (flight or bus) provided that the employee notifies the Employer of the need to make the change at the time that the shift is changed (proof may be required).

This will not apply if the change is made by the Employer to accommodate an employee request.

ARTICLE 10 – LAY-OFF PROCEDURE

- 10.01 The Employer will give the employee and the Steward four (4) hours' notice of lay-off. Four (4) hours' pay may be given in lieu of notice. If an individual is on a leave of absence due to injury or illness or if an ROE is issued, the employee may receive their notice while on this leave and it will be considered acceptable.
- 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 The Employer agrees that when an employee is laid off while at home on scheduled days off, the employee will receive four (4) hours' pay. In the case of camp accommodations, the Employer also agrees to ship the employee's personal belongs to the employee's home address at no cost to the employee within seven (7) days of the notice of layoff.

ARTICLE 11 - VACATION & VACATION PAY

- 11.01 All employees will be entitled to receive an amount equal to six (6%) percent of their base wage rate for all straight time hours worked, excluding overtime hours, as vacation pay.
- 11.02 Employees who have ten thousand (10,000) continuous hours with Formula will be entitled to receive an amount equal to eight percent (8%) of their base wage rate for all straight time hours worked, excluding overtime hours, as vacation pay. Continuous hours (hours are defined as all regular and overtime hours) shall be deemed continuous unless the employee's service is interrupted for a period of greater than six (6) months.
- 11.03 Vacation Pay will be paid to employees on each paycheque.
- 11.04 The Employer will consider vacations at the times requested considering business requirements.

ARTICLE 12 – GENERAL HOLIDAYS & HOLIDAY PAY

- 12.01 Employees will be entitled to receive an amount equal to four percent (4%) of their base wage rate for all straight time hours worked, excluding overtime hours, in lieu of the following holidays:

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, or any further days proclaimed by the Provincial Government.

12.02 Employees required to work on one of the above holidays will receive overtime pay at the rate of one and one-half times (1 ½x) the employee's straight time hourly rate of 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, TRAVEL AND ACCOMMODATION

13.01 Preamble

- a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this Article, is to provide a fair means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.
- b) The Employer and the Union will establish by mutual agreement, the particulars of all travel allowances, site to camp allowances, transportation terms and surface travel compensation and accommodation allowances as may apply to a project or job, in a Pre-Job Conference Report for each job as required in Article 26.02.

Guidelines may include prevailing compensation in the area of the project in question and the limitations imposed by the Canada Revenue Agency, as well as the client's conditions. Consultation will commence prior to Employer commitments being made to a prospective client.

13.02 Use of Personal Vehicles

- a) An employee will not be required to use their own vehicle for transportation between two (2) or more different work sites (locations) during working hours, or to transport materials to the jobsite, or for any other work related activities. The Employer and Employee must agree in writing to use the Employee's personal vehicle and there will be no prejudice against the Employee if the Employee declines. If a mutual understanding occurs, the Employee must ensure the personal vehicle is properly insured for work related activities and will be responsible for all insurance, liability and damages that may occur during this time.
- b) When approved in advance, in writing, by onsite management, an employee is using their personal vehicle to perform work duties for the Employer, the Employer will pay the employee sixty-eight cents (\$0.68) per km.

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 Employer and Union are committed to creating a cooperative workplace and may schedule Union Management meetings to achieve this as required. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Agreement affecting the project. The areas for discussion will include, but not be limited to, the following:

- i) Safety measures;
 - ii) Discipline and discharge policies;
 - iii) Training and promotion;
 - iv) Hiring policies; and
 - 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 during regular working hours, will be entitled to the regular hourly rate of pay. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings.

ARTICLE 15 - HEALTH AND SAFETY COMMITTEE

15.01 The Union and Employer will form a health and safety committee 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. At minimum the OH&S regulations will be the standard followed for health and safety committees.

- 15.02 The Employer and the Union will each appoint representatives to the 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 the workforce.
- 15.05 It is the intent of the parties to achieve working conditions that are safe and healthy.
- 15.06 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.
- 15.07 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility near the employee's home at no cost to the employee, provided such transportation costs are not paid by private insurance or a provincial health care plan.
- 15.08 In compliance with Alberta legislation under the WCB Act, the Employer will continue to remit Health and Welfare premiums to the Union for employees who are on a WCB approved claim, and are either absent from work or on modified duty.

Premiums will continue for up to one year following the date of the accident or injury provided the claim continues for eligible employees as defined in the Act. When a WCB claim is accepted the Employer must notify the CLAC Benefits Team, who will then provide a directive to the Employer with the appropriate payments. The hourly premium or a flat monthly fee (direct pay) model, whichever is used must be sufficient in order to cover the monthly premium for the relevant plan at minimum.

15.09 Modified Work Program

- a) If an employee is injured on the job and requires medical attention the employee may be entitled to modified work and he will inform the attending Physician of the same.
- 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) Where practical, the Employer will inform the Union of all employees who are assigned to modified work and the hours reverted to. The Employer is not required to offer unscheduled overtime hours to employees on Modified Work programs. Hours will be subject to recommendations by attending physicians as per Articles 15.09 (a) and (b).

15.10 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation. In general, the

parties agree to use the most current COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 The Employer agrees to pay the amount as set out in the Wage Schedules, for all hours worked for each employee towards the Union sponsored benefit plan.
- 16.02 Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- 16.03 It is the responsibility of each employee to be familiar with the specific details of coverage (outline is provided in the back of this document) and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 16.04 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent to the contributions to the Insurance Plan as outlined in the Wage Schedules will be paid to that employee, upon attainment of their 75th birthday, in each pay period. 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 Agreement.

- 16.05 The Parties agree that the Health and Welfare in the Wage Schedules to be effective January 1st of each calendar year are subject to negotiation. These negotiations will take place prior to December 1 of each calendar year. If the parties do not conclude an agreement before January 1 of each calendar year, all terms and conditions will be retroactive to January 1, or another mutually agreed to date, once an agreement has been reached. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this Agreement.
- 16.06 The parties may agree to amend the Health and Welfare amount in the Wage Schedules for specific projects at the pre-job conference as per Article 26 of this Agreement.

ARTICLE 17 – RETIREMENT PLANS

- 17.01 Retirement Savings Plan (RSP)
- a) The Employer agrees to contribute an amount as set out in the Wage Schedules, for each hour worked toward each employee's participation in the Christian Labour Association of Canada (CLAC) Group Retirement Savings Plan ("RSP"), administered by the CLAC Group RSP Board of Trustees.

- b) Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the RSP contributions remitted by the employer. The completed form is to be submitted to the Employer.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in the Wage Schedules.

17.02 Withdrawal of funds and payouts from the RSP Plan will be subject to the applicable laws and the terms of the Plan.

17.03 Pension

- a) 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.
- b) New employees will join the Pension immediately.
- c) The Employer agrees to match the following contribution amounts to the Pension Plan for all hours worked by each employee, via payroll deduction.
 - 1% up to 4,999 continuous hours worked
 - 2% after 5,000 continuous hours worked
 - 2.5% after 10,000 continuous hours worked
 - 3% after 20,000 continuous hours worked

Continuous hours (hours are defined as all regular and overtime hours) shall be deemed continuous unless the

employee's service is interrupted for a period of greater than six (6) months.

Any employee who completes the *CLAC Pension Participation Opt Out form*, and submits that form to the Employer, may opt out of the additional Pension Plan participation and as such will forego the matching Employer's contribution. Employees who opt out may be required to wait up to one year before the Employer can be required to reactivate matching contributions and deductions. 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.

- d) The Christian Labour Association of Canada (CLAC) Pension Plan ("the Plan"), a registered defined contribution pension plan governed by the CLAC Pension Plan Board of Trustees, and registered with the Canada Revenue Agency under #0398594, applies to all employees covered by this Collective Agreement.
- e) The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary employee pension contributions which are above and beyond those contributions outlined in a). A request for such deductions shall be submitted to the Employer on the *CLAC Pension Plan - Additional Voluntary Contribution Form*. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- f) Employer and employee voluntary contributions will be recorded separately on the remittance.

- g) In the event that a remittance has not been received by the Union by the date set out in Article 25, the Employer is responsible to compensate the Pension Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.

17.04 Retirement Plan Contribution Details

- a) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made.
- b) 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 he/she does not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the employee.
- c) The Employer will remit RSP and Pension contributions to the Union as outlined in Article 25.
- d) The Union acknowledges and agrees that, other than remitting contributions to the Plans, as set out in this Article 25, the Employer shall not be obligated to contribute toward the cost of retirement benefits

provided by the RSP and Pension Plans or be responsible for providing such benefits.

- e) 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.

17.05 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.

17.06 The Employer agrees to provide the CLAC Remittance Team, upon the first remittance, with the full name, date of birth, social insurance number and current address of all employees on whose behalf contributions are being remitted. The Employer further agrees to inform the Union of any changes in the above employee information where possible.

17.07 Where legislation prohibits contributions being made to the Union Sponsored Group RSP and/or Pension Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.01 (a) and 17.03 (a) and (c) to that employee on each paycheque. This payment, in-lieu of RSP contributions and or Pension Plan contributions, will not be less than the amount that employee would have received if he/she were still eligible for contributions to the RSP and or Pension Plan.

ARTICLE 18 - EDUCATION AND TRAINING FUNDS

18.01 Education Fund

The Employer agrees to contribute an amount as set out in the Wage Schedules or 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 Schedules for all hours worked by all employees to the Union Apprenticeship Training Fund.

18.03 Training Trust Fund

The Employer agrees to contribute an amount equal to zero point six-five percent (0.65%) of the base wage rate of each employee, (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.

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.

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 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union.
- 19.04 Tool Reimbursement
- a) The Employer shall compensate an Employee for personal tools and/or items of personal apparel which were properly secured and stored on the Project site and lost as a result of fire, flood or burglary. The Employer shall also compensate an Employee for personal tools which become unrecoverable as a direct result of such Employee working over water. Evidence may be requested.
 - b) Notwithstanding Article 19.04(a), in order to be eligible for such compensation an Employee must submit a list of personal tools and items of personal apparel to the Employer prior to commencing work and ensure that such list is kept up-to-date.

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 CSA approved safety boots where required, furnished by the employee.

20.03 Boot Allowance

Effective June 1, 2024, each employee is eligible for a boot allowance of one hundred and fifty dollars (\$150.00), one (1) time per year. This allowance will be paid to each employee employed by the Employer on June 1 of each calendar year.

20.04 The Employer will provide employees with all other safety equipment 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 provided items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

20.05 Prescription Safety Eyewear

The Employer agrees to reimburse any employee fifty percent (50%) of the cost of prescription safety eyewear up to three hundred dollars (\$300) according to the following criteria. The employee must have worked one thousand two hundred (1,200) hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional four thousand (4,000) hours from the last time reimbursed.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 21.01 The Employer may grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:
- a) Marriage of the employee;
 - b) Sickness of the employee or employee's immediate family;
 - c) Birth or adoption of the employee's child;
 - d) Union activity, other than the establishment of this Agreement;
 - e) Death of a family member not outlined in Article 21.02;
 - f) Job related training;
 - g) Other personal reasons as approved by the Employer.
- 21.02 An employee will be granted up to three (3) scheduled working days leave of absence with pay, inclusive of the day of the funeral/memorial, at their regular straight time hourly rate, to make arrangement for and/or to attend the funeral of the employee's immediate family, i.e. spouse, common law spouse, child, legal dependant, parents, parents in law, legal guardian, brother, brother-in-law, sister, sister-in-law, grandparents, and grandchildren. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.

In order to qualify for this payment, employees must upon request, provide the employer with proof of funeral or memorial. Such proof may include name and phone number

of the funeral home, newspaper clippings, etc.

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

ARTICLE 22 - GRIEVANCE PROCEDURE

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

22.02 Grievances

- a) "Grievance" means a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.
- b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.
- c) Policy Grievances
 - i) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement and is not an individual or Group Grievance.

- ii) A Policy Grievance will be signed by a 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 in the grievance procedure herein contained are mandatory and will be deemed to mean "work days". A work day is defined as any day from Monday to Friday, excluding all General 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, and the time limits will resume on the date of such unilateral declaration from where they left off at the last step filed by either party. The parties may agree in writing to extend the time limits at any time.

- 22.04
- a) The Employer or the Union will not be required to consider or process any Grievance which arose out of any action or condition more than five (5) work days after the subject of such Grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not prevent the filing of a Grievance.
 - 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 the employee, where reasonably possible, has discussed the complaint with the employee's Superintendent. If the employee's Superintendent

does not promptly settle the matter to the employee's satisfaction, an employee's proper Grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a Grievance is to be filed it must, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be presented to the other party's designated representative by the grieving party's designated representative. The responding party's designated representative will notify the representative of the grieving party of the decision in writing not later than five (5) work days following the day upon which the Grievance was received.

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 where practical will be signed by the employee or employees involved.

Step 2

If the Grievance is not resolved at Step 1, the grieving party's representative must, if it wishes to advance the Grievance within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a Step 2 written Grievance to the other party's designated representative. A meeting will be held between the parties' representatives together with the grievor

involved. This meeting will be held within five (5) working days of the presentation of the written Grievance to the other party's designated representative (or such later time as the parties agree). The responding party must notify the grieving party of its 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 the Grievance. The written notice to forward a Grievance to arbitration must be delivered to the other party's representative within ten (10) work days of the delivery of the decision or within ten (10) work days of the date on which the decision should have been made in Step 2.

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 grieving party. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written Grievance and will take place within the framework of Step 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. The

advancement of any Grievance within the provisions of Article 22.06 must be made within fifteen (15) work days of the delivery of such written decision and the arbitration Article of this Agreement will be followed.

- 22.07 If a party refuses or neglects to answer a Grievance at any stage of a Grievance Procedure, the other party will be entitled to advance the Grievance to the next step of the applicable Grievance Procedure provided such advancement is completed within the applicable time limits.

ARTICLE 23 - ARBITRATION

- 23.01 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within ten (10) work days after concluding the Grievance Procedure.
- 23.02 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) days of their appointment, either party may request the appropriate governing body to appoint an impartial Chairperson.
- 23.03 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the Grievance.
- 23.04 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.

- 23.05 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.06 If a party refuses or neglects to appoint an arbitrator in accordance with Article 23.02, the other party may apply to Mediation Services for the appointment of an arbitrator.
- 23.07 It is agreed that the Arbitration Board or single 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 if the Arbitration Board or single arbitrator is of the opinion that the default was owing to a reliance upon the words or conduct of the other party.
- 23.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or may be remedied by any other arrangement, including the provisions of 23.09, which is just and equitable in the opinion of the Arbitration Board or the single arbitrator.
- 23.09 Where the Arbitration Board or the single 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 Arbitration Board or single arbitrator may substitute a penalty which, in their opinion, is just and equitable. This clause shall not apply to the discharge of a probationary employee.

- 23.10 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 Chairperson of the Arbitration Board.
- 23.11 The Board of Arbitration shall 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.
- 23.12 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 A Steward will be present for all disciplinary meetings, unless the employee requests otherwise in writing. When a Steward is not available, the employee may choose another employee to be present. If the employee refuses representation by a Steward or another employee, it must be recorded in writing.

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

- a) The refusal by an employee to abide by Safety Regulations;
- b) The use of non-prescription drugs/illegal narcotics or alcohol during working hours or reporting for work while under the influence of such substances;

- c) Failure of an employee to report to their supervisor the use of prescription drugs that may cause them to be unfit for duty;
- d) The refusal by the employee to abide by the requirements of the Employer's clients; or
- e) The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

24.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be provided in writing by the superintendent. The Superintendent will send a copy of such warning to the Union Steward and Union office within twenty-four (24) hours.

24.03 In the case of a suspension or discharge, the Representative may meet with the Employer within ten (10) days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to Step 2 of the Grievance Procedure in Article 22.

24.04 An employee will be deemed to have voluntarily quit if the employee fails to contact the Employer and does not show up for work without the approval of the Employer for three (3) consecutive work days without a justifiable reason.

ARTICLE 25 - DUES & TRUST FUND PAYMENTS

25.01 The parties acknowledge that delinquent payments to the Union for Union dues 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.

- 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 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.
- 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) working days to correct this error.
- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, Administration dues, the Health and Welfare plan and the RSP plan, 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 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 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 The wage rates and other provisions set out in this Agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects or to enable the Employer to compete with non-union competition and/or with other specific union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

26.02 Pre-Job Conferences

a) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to

the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in the 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 pre-job conference report will be provided to the Employer and the Union.

ARTICLE 27 – DURATION

27.01 This Agreement will be effective on the first (1st) day of July, two thousand and twenty-three (2023) and will remain in effect until the thirtieth (30th) day of June, two thousand and twenty-five (2025), and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel 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.

27.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired Agreement. Until a new agreement has been concluded, all provisions in this Collective Agreement will remain in full force and effect.

27.03 Before any negotiations have taken place the parties may by mutual agreement accept the provisions of the following: Should negotiations fail, and the parties have fulfilled all the requirements of the Alberta Labour Relations Code, and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.

DATED at _____, Alberta, this ____ day of _____ 2023.

Signed on behalf of
FORMULA CONTRACTORS LTD.

Signed on behalf of
CONSTRUCTION WORKERS
UNION, CLAC LOCAL 63

Per _____

Per _____

This printing is for communication purposes only. Original signed documents are on file at the CLAC Calgary Member Centre.

Per _____
Authorized Representative

Per _____
Authorized Representative

WAGE SCHEDULES - CLASSIFICATION AND HOURLY WAGES

Schedule "A" General Alberta Excluding Wood Buffalo

Road Building and Heavy Construction

Classification and Hourly Wages

Effective July 1, 2023

Classification	Base Wage Rate	Vac Stat 10%*	Employer Contributions							Total
			H&W \$2.27	RSP 3%	Pension 2%	Matching Pension 1%**	EF \$0.02	AF \$0.06	TTF 0.65%	
Foreperson 1	\$45.86	\$4.59	\$2.27	\$1.38	\$0.92	\$0.46	\$0.02	\$0.06	\$0.30	\$55.86
Foreperson 2	\$45.04	\$4.50	\$2.27	\$1.35	\$0.90	\$0.45	\$0.02	\$0.06	\$0.29	\$54.88
Lead Hand	\$43.40	\$4.34	\$2.27	\$1.30	\$0.87	\$0.43	\$0.02	\$0.06	\$0.28	\$52.97
Carpenter	\$40.95	\$4.09	\$2.27	\$1.23	\$0.82	\$0.41	\$0.02	\$0.06	\$0.27	\$50.12
Concrete Finisher	\$38.81	\$3.88	\$2.27	\$1.16	\$0.78	\$0.39	\$0.02	\$0.06	\$0.25	\$47.62
Formsetter	\$35.13	\$3.51	\$2.27	\$1.05	\$0.70	\$0.35	\$0.02	\$0.06	\$0.23	\$43.32
Crane Operator 0-50 T	\$40.95	\$4.09	\$2.27	\$1.23	\$0.82	\$0.41	\$0.02	\$0.06	\$0.27	\$50.12
Crane Operator 51-149 T	\$43.11	\$4.31	\$2.27	\$1.29	\$0.86	\$0.43	\$0.02	\$0.06	\$0.28	\$52.63
Crane Operator 150+ T	\$44.04	\$4.40	\$2.27	\$1.32	\$0.88	\$0.44	\$0.02	\$0.06	\$0.29	\$53.72
Equipment Operator #1	\$40.63	\$4.06	\$2.27	\$1.22	\$0.81	\$0.41	\$0.02	\$0.06	\$0.26	\$49.74
Equipment Operator #2	\$36.95	\$3.69	\$2.27	\$1.11	\$0.74	\$0.37	\$0.02	\$0.06	\$0.24	\$45.45
Equipment Operator #3	\$35.13	\$3.51	\$2.27	\$1.05	\$0.70	\$0.35	\$0.02	\$0.06	\$0.23	\$43.32
Equipment Operator #4	\$33.27	\$3.33	\$2.27	\$1.00	\$0.67	\$0.33	\$0.02	\$0.06	\$0.22	\$41.17
Tower Crane	\$45.70	\$4.57	\$2.27	\$1.37	\$0.91	\$0.46	\$0.02	\$0.06	\$0.30	\$55.66
Serviceperson - Junior	\$35.13	\$3.51	\$2.27	\$1.05	\$0.70	\$0.35	\$0.02	\$0.06	\$0.23	\$43.32
Serviceperson - Senior	\$38.81	\$3.88	\$2.27	\$1.16	\$0.78	\$0.39	\$0.02	\$0.06	\$0.25	\$47.62
Gradesperson - Junior	\$30.19	\$3.02	\$2.27	\$0.91	\$0.60	\$0.30	\$0.02	\$0.06	\$0.20	\$37.57
Gradesperson - Senior	\$33.27	\$3.33	\$2.27	\$1.00	\$0.67	\$0.33	\$0.02	\$0.06	\$0.22	\$41.17

* 6% Vacation + 4% Stat Holiday subject to long term incentive as per Article 11.

** Automatic Matching Pension and long term incentives as per Article 17. Employees may opt-out

**Schedule "A" General Alberta Excluding Wood Buffalo
Road Building and Heavy Construction
Classification and Hourly Wages - Apprenticeship Rates
Effective July 1, 2023**

Classification	Base Wage Rate	Vac Stat 10%*	Employer Contributions								Total
			H&W \$2.27	RSP 3%	Pension 2%	Matching Pension 1%**	EF \$0.02	AF \$0.06	TTF 0.65%		
Apprentice - Carpenter											
1st year (60%)	\$24.57	\$2.46	\$2.27	\$0.74	\$0.49	\$0.25	\$0.02	\$0.06	\$0.16	\$31.02	
2nd year (70%)	\$28.66	\$2.87	\$2.27	\$0.86	\$0.57	\$0.29	\$0.02	\$0.06	\$0.19	\$35.79	
3rd year (80%)	\$32.76	\$3.28	\$2.27	\$0.98	\$0.66	\$0.33	\$0.02	\$0.06	\$0.21	\$40.57	
4th year (90%)	\$36.85	\$3.69	\$2.27	\$1.11	\$0.74	\$0.37	\$0.02	\$0.06	\$0.24	\$45.35	
Apprentice - Concrete Finisher											
1st year (70%)	\$27.17	\$2.72	\$2.27	\$0.82	\$0.54	\$0.27	\$0.02	\$0.06	\$0.18	\$34.05	
2nd year (80%)	\$31.05	\$3.11	\$2.27	\$0.93	\$0.62	\$0.31	\$0.02	\$0.06	\$0.20	\$38.57	
3rd year (90%)	\$34.93	\$3.49	\$2.27	\$1.05	\$0.70	\$0.35	\$0.02	\$0.06	\$0.23	\$43.10	
Apprentice - Crane Operator 0 - 50 Tons											
1st year (70%)	\$28.66	\$2.87	\$2.27	\$0.86	\$0.57	\$0.29	\$0.02	\$0.06	\$0.19	\$35.79	
2nd year (80%)	\$32.76	\$3.28	\$2.27	\$0.98	\$0.66	\$0.33	\$0.02	\$0.06	\$0.21	\$40.57	
3rd year (90%)	\$36.85	\$3.69	\$2.27	\$1.11	\$0.74	\$0.37	\$0.02	\$0.06	\$0.24	\$45.35	
Apprentice - Crane Operator 51 - 149 Tons											
1st year (70%)	\$30.18	\$3.02	\$2.27	\$0.91	\$0.60	\$0.30	\$0.02	\$0.06	\$0.20	\$37.56	
2nd year (80%)	\$34.49	\$3.45	\$2.27	\$1.03	\$0.69	\$0.34	\$0.02	\$0.06	\$0.22	\$42.57	
3rd year (90%)	\$38.80	\$3.88	\$2.27	\$1.16	\$0.78	\$0.39	\$0.02	\$0.06	\$0.25	\$47.61	
Apprentice - Crane Operator 150+ Tons											
1st year (70%)	\$30.83	\$3.08	\$2.27	\$0.92	\$0.62	\$0.31	\$0.02	\$0.06	\$0.20	\$38.31	
2nd year (80%)	\$35.23	\$3.52	\$2.27	\$1.06	\$0.70	\$0.35	\$0.02	\$0.06	\$0.23	\$43.44	
3rd year (90%)	\$39.63	\$3.96	\$2.27	\$1.19	\$0.79	\$0.40	\$0.02	\$0.06	\$0.26	\$48.58	
Apprentice - Tower Crane Operator											
1st year (70%)	\$31.99	\$3.20	\$2.27	\$0.96	\$0.64	\$0.32	\$0.02	\$0.06	\$0.21	\$39.67	
2nd year (85%)	\$38.84	\$3.88	\$2.27	\$1.17	\$0.78	\$0.39	\$0.02	\$0.06	\$0.25	\$47.66	

* 6% Vacation + 4% Stat Holiday subject to long term incentive as per Article 11

** Automatic Matching Pension and long term incentives as per Article 17. Employees may opt-out

Operator Classifications

Operators shall be paid the appropriate classification when fifty percent (50%) of the time is spent operating the following equipment. The percentage shall be determined based on hours worked over a fourteen (14) day period. Once attaining a higher classification, the rate will apply on all work regardless of equipment being operated. The Employer may at their discretion pay an employee in a higher classification.

Operator 1

Equipment 200 T or greater

D-11

Pile Driver

Operator 2

Equipment from 120 to 199 T

D-9, D-10

Finish Dozer

Finish Grader

Finish Excavator

24M Grader

980 Loader (or greater)

Boom Truck

Operator 3

Equipment from 90 to 119 T

D6 to D8

40 to 45 T Excavator

777, 793

16M Grader

938 to 966 Loader

Scraper - Twin Engine or Elevating Scraper

Highway Truck - Low Bed (Loads and Unloads)

Operator 4

Equipment from 30 to 89 T

30-40 T Rock Trucks

Small Water Truck

Excavator (Less than 40 T)

Small Dozer <= D5

Scraper - Single Engine

Rubber Tire Backhoe

Highway Truck

Small Loader < 938

Light Equipment

Less than 30 T

Zoom Boom Forklift

Skidsteer

Compaction Equipment

Tractor

Hydrovac Truck

WAGE SCHEDULE NOTES:

Premiums

Lead Hand	105% (of the employee's base wage rate and will be the new base wage rate)
Foreperson 2	110% (of the base wage rate of the top rate in each classification and will be the new base wage rate)
Foreperson 1	112% (of the base wage rate of the top rate in each classification and will be the new base wage rate)
Night Shift	\$3.50/hr (added to the employee's base wage rate) (a night shift will be considered a nightshift if the majority of hours are between 5 pm and 8 am)
First Aid Ticket	\$0.25/hr

Stewards Premiums

Steward	\$0.50/hr (added to the employee's base wage rate)
Steward w/Tool Box 1	\$1.00/hr (added to the employee's base wage rate)
Steward w/Tool Box 2	\$1.25/hr (added to the employee's base wage rate)
Steward w/Tool Box 3	\$1.50/hr (added to the employee's base wage rate)

Chief Steward w/Tool Box 1	\$2.00/hr (added to the employee's base wage rate)
Chief Steward w/Tool Box 2	\$2.25/hr (added to the employee's base wage rate)
Chief Steward w/Tool Box 3	\$2.50/hr (added to the employee's base wage rate)

Monetary Escalation - 2024

On January 7, 2024, the Employer agrees to a monetary increase of three percent (3%) based on a calculation of the end column rate of each classification. The end column rate includes the Base Wage, Vacation/Stat, H&W, RSP, Pension, EF, AF and TTF, as found in the wage schedule. The parties agree to meet the month prior to decide how the total will be distributed or allocated to each of the columns making up the end column total.

OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS PLAN

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

- \$100,000 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000 A.D. &D. per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Comprehensive: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - 21 and over: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of seven hundred (\$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 one hundred nineteen (119) days (1/7/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program) through HumanaCare.

BENEFITS INFORMATION

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

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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.



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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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CLAC BENEFITS

1-888-600-2522

CLAC TRAINING

1-888-700-7555

EDMONTON MEMBER CENTRE

T: (780) 454-6181
TF: 1-877-863-5154
F: (780) 451-3976
E-mail: edmonton@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC JOBS

1-888-942-5627

FORT MCMURRAY MEMBER CENTRE

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