



# **COLLECTIVE AGREEMENT**

BETWEEN

**WILLBROS MINE SERVICES L.P.**

AND

**CONSTRUCTION WORKERS UNION,  
CLAC LOCAL 63**

**DURATION: JANUARY 2, 2022 – OCTOBER 31, 2023**

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# **COLLECTIVE AGREEMENT**

**Between**

**WILLBROS MINE SERVICES, L.P.  
(hereinafter referred to as "the Employer")**

**and**

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

**DURATION: JANUARY 2, 2022 – OCTOBER 31, 2023**

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## COLLECTIVE AGREEMENT

### ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“Agreement”), which has been negotiated and entered into in good faith:
- a) To recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b) To provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits as set forth in this Agreement;
  - c) To establish an effective system for the promotion, transfer and layoff of employees;
  - d) To establish a just and prompt procedure for the disposition of grievances;
  - e) Through the full and fair administration of all the terms and provisions contained within this Agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.
- 1.02 The parties to this Agreement pledge to work towards 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 employees 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 parties will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

1.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges. Such rights and privileges may only be amended by written agreement signed by the parties.

1.04 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable Human Rights, Citizenship or Multiculturalism 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 Article 2.02 and/or classified in Schedules “A” and “B” attached hereto and made part hereof.

2.02 This Agreement covers all employees of the Employer in the bargaining unit as defined in certificate numbers Issued by the Alberta Labour Relations Board (ALRB), Edmonton, Alberta:

164-2018	Pipeline Construction Labourers
165-2018	Pipeline Construction Operating Engineers
166-2018	Pipeline Construction Pipefitters
167-2018	General Construction Labourers
168-2018	General Construction Plumbers and Pipefitters

The Employer further voluntarily recognizes the Union as the sole bargaining agent for all its construction and maintenance employees as outlined in Schedules “A” and “B” save and except, time keepers, management, and office staff.

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 – EMPLOYER’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 employees; to transfer, assign, promote, demote, classify, layoff, recall, suspend and rehire 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, 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 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, or during the course of the project, the portion or portions of the project that the Employer wishes to sub-contract and the sub-contractors to be hired to do such work.
- 3.05 The Employer may meet periodically with its employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union representative (“Representatives”) 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 per jobsite 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;
  - iv) The Union will notify and communicate with the Employer at the appointment of a Steward; and,
  - v) The Employer and Union will mutually agree when a Chief Steward is to be implemented.
- c) Stewards will receive the hourly premium as set out in the 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 Foreman or immediate Supervisor. Such permission will not be unreasonably withheld. The Employer will pay Stewards for time spent attending such duties.

- f) A Steward will be given the opportunity to address all new employees. Where practical, this will occur 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:
  - i) The Representative will identify themselves with reasonable advance notice to the appropriate Management personnel prior to arriving at a job site;

- ii) The Representative's access to job sites will be subject to the client and the employer's site protocols;
- iii) The Representative will not interfere with the progress of work; and
- iv) The Representative will conduct all business in a non-working section of the job site, unless authorized by the Employer.

4.03 There will be no Union activity on the Employer's premises during working hours without the Employer's consent, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.04 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. Employees to a maximum of four (4) on the Committee will be paid by the Employer to a maximum of forty (40) hours per employee for all time spent preparing for and negotiating the collective agreement; unless additional paid hours are approved by the Employer.

Should the Union request more committee members and to have them paid by the Employer, such additions must be agreed upon by the Employer.

## **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.
- 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 It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.
- 6.03 New employees will be hired on a ninety (90) day probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration excepting those provisions in Article 1.04. When a probationary employee is disciplined, the parties agree that the terms stated in Article 24 will prevail.

6.06 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees. It is agreed that probationary employees may require appropriate and constructive feedback in order to improve performance. The Employer agrees to make every attempt to give written constructive feedback to a probationary employee within that period prior to layoff or termination. Where possible, the Employer will give an appropriate amount of time for the probationary employee to improve performance prior to termination.

6.07 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.

An employee who is laid off while in their probationary period, and rehired by the Employer will not start a new probationary period but will be given credit for their previous employment, provided the employee returns within six (6) months of the layoff.

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

6.09 Each employee will be required to produce to the Employer, at the time of hire, a current driver's abstract. A driver's abstract will be considered current if it is dated no more than six (6) months prior to the job.

## **ARTICLE 7 - UNION DUES**

- 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) checked off and/or deducted on behalf of the Union will be remitted by the Employer to the Union by the Twentieth (20<sup>th</sup>) 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 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) rate of hourly pay, including hourly premiums;
  - d) gross earnings;
  - e) total 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; and,

- 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) Employee Number

7.05 The Employer shall notify the Union upon the hiring of an employee, and will also send to the Union within the same pay period that the action occurred, the following information of the employees involved:

- a) complete mailing address;
- b) e-mail address
- c) primary telephone;
- d) date of hire;
- e) classification, including level or apprenticeship year
- f) date of birth

The employer shall notify the Union upon the termination or classification change of an employee, and will also send to the Union within the month that it occurred, the following information of the employees involved;

- a) termination date
- b) reason
- c) classification

7.06 All contributions and deductions pursuant to Articles 16, 17 and 18 shall be remitted together with and in the manner described for Union dues, as set out here in Article 7.

7.07 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues,



Union dues arrears and Administration dues, and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union. The Union shall provide the Employer with a minimum of thirty (30) days' notice of any change in the above noted dues.

- 7.08 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies. Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.
- 7.09 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.
- 7.10 The Employer agrees to include the amount of union dues paid by each employee for each tax year on the employee's T-4 slip.

## **ARTICLE 8 - WAGE AND AREA RATES OF PAY**

8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in 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 the same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon the wage rates for new classifications, either party may apply directly for arbitration under Article 23.

### 8.03 Show Up Time

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

- a) 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 at their scheduled commencement time or has cleared the marshalling point and is prevented from completing their normal work day will receive a minimum 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 for that day.

Commencement time: work is considered to have started the scheduled Daily Start Time, or at the point when the Daily Safety Meeting is read, whichever occurs first.

8.05 Call-Back

An employee who is called back to work in the same day 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 signed by the Employer, the employee and the Steward.

- 8.08 If the Employer bids on jobs which specify a specific wage schedule the parties agree to meet to determine the rate to be paid for the particular project.
- 8.09 The parties agree that the wage rates in the Wage Schedules effective January 2, 2022 are subject to negotiation. These negotiations will take place prior to the end November of each year the Agreement is in effect, beginning with the first review in November 2022. If the parties do not conclude an agreement before that time, all terms and conditions will be retroactive to the aforementioned date once the parties have come to an agreement. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 23 of this agreement.

## **ARTICLE 9 - HOURS OF WORK AND 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 employees' straight time hourly rate of pay for all hours worked in excess of eight (8) regular straight time hours per day and forty (40) regular straight time hours per week. Overtime will be paid when an employee works on any regularly scheduled day off.

An Hours of Work Averaging Agreement (HWAA; formerly referred to as a compressed work week) may be agreed to between the parties, and will be documented in a pre-job agreement as per Article 26.

9.03      General Holidays

- 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 regular straight time hours in excess of thirty-two (32) hours.
- b)      When two (2) general holidays as outlined in Article 12.01 occur during the same calendar overtime as per Article 9.02 will be paid for all regular straight time hours in excess of twenty-four (24) hours.
- c)      In the event that a HWAA as per Article 9.02 is utilized, Articles 9.03a and 9.03b will be subject to the prejob.

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.

9.05      The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime subject to Article 3.01.

9.06      Employees on a crew will be notified of any Shift Cycle change by the Employer no later than the end of the third day worked in the Shift Cycle immediately preceding the change, unless the parties agree on shorter notice in writing provided:

- a)      An employee agrees in writing to the shift cycle change.

- b) An employee is not influenced to accept the shift cycle change.
- c) The agreement with the employee is made before the shift change in questions is worked and is on file with the Employer.
- d) it will be noted in writing and be signed by the Employer and the Union.

9.07 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.

9.08 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.

9.09 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.

The two (2) paid rest breaks may be combined to become one (1) paid thirty (30) minute break, subject to the Prejob conference report in Article 26. This break will be taken in the first part of the shift.

- b) Employees will be given an unpaid meal period of one half (1/2) hour per shift.

- c) Employees will receive a fifteen (15) minute paid rest break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular scheduled day. (A rest break will not apply to the meal break at twelve (12) hours).
- d) When possible, Employees will be given adequate facilities (trailer with heat and appliances), in which to take their rest breaks. Reasonable time spent travelling to and from the workplace to such facilities will not be construed as part of the rest period.
- e) 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 hot meal will be provided by the Employer. If a meal cannot be provided twenty-five dollars (\$25.00) may be given in lieu.

9.10 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.

## **ARTICLE 10 - LAY-OFF PROCEDURE**

### 10.01 a) **Construction**

When possible the Employer will give the employee and Steward four (4) hours' notice of layoff. Four (4) hours' pay may be given in lieu of notice.

b) **Maintenance**

The Employer will give each employee notice of layoff or pay in lieu of notice of layoff as per the Alberta Employments Standards Code. These hours will be calculated as time worked and are inclusive of burdens.

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 to notify the Union office of the names of employees laid off within the pay period of the date during which the lay-off occurred, together with the employee's classification and latest available phone number and e-mail address where possible.

10.04 Excepting the provisions of Employment Standards, if the Employer hires in the three (3) week period following a layoff for a shortage of work, and the Employer hires for classifications affected by said layoff, the Employer agrees to recall from those employees affected by it.

It shall be the obligation of an employee to ensure that the Employer has his/her current email address and phone number. Notices arising from the operation of this article shall be deemed served when emailed to the last address provided or documented phone call. If a response from the employee is not received by the Employer within a reasonable timeframe of the notice having been issued, the recall shall be rescinded.

10.05 The Employer agrees that when an employee is laid off while at home on scheduled days off, the employee will receive pay in



lieu of notice as per Article 10.01. In the case of camp accommodations, the Employer also agrees to ship the employee's personal belongings using priority services to the employee's home address at no cost to the employee within seven (7) days of the notice of layoff.

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

- 11.01 All employees will be entitled to receive an amount equal to six percent (6%) of their base wage rate for all hours worked as vacation pay.
- 11.02 Vacation Pay will be paid to the employees in each pay period.
- 11.03 If two (2) weeks' notice is provided, the employer will consider vacations at the times requested considering business requirements. Requests will not be unreasonably withheld.

## **ARTICLE 12 – GENERAL HOLIDAYS AND HOLIDAY PAY**

12.01

**a) Construction:**

All employees employed in construction, will be entitled to receive holiday pay in an amount equal to four percent (4%) of their base wage rate for all hours worked in lieu of the holidays listed below.

**b) Maintenance:**

All employees not employed in the construction industry or that are employed in maintenance industries will be entitled to receive holiday pay in an amount equal to four 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, Civic Holiday, 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 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 the employees on each pay period.

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

13.01

- a) It is recognized by the Employer and the Union that the purpose of transportation 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 projects 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 contemplated by Article 26.02.

Guidelines may include prevailing compensation in the area of the project in question and the limitations

imposed by Revenue Canada. Consultation will commence prior to Employer commitments being made to a prospective client.

13.02 Transfers:

- a) The Union and the Employer agree that Employees are hired for a specific project. The Employer may only transfer an employee from one site to another pending the consent of the Employee. An Employee may be moved for the following reasons:
  - i. Emergency maintenance work,
  - ii. Promotion availability,
  - iii. Access to overtime hours,
  - iv. Any other mutually agreed upon reason.
  
- b) Short Term Transfers:
  - i. An employee will retain their shift cycle if moved in the middle of a current shift and all hours beyond that shift will be paid as per article 9.02.
  
  - ii. In the event of an Employer requested transfer, an employee will maintain their job position at their original project and will be returned to that position at the end of the transfer.
  
- c) Long Term Transfers:
  - i. Wherever possible, an employee will make the transfer during regularly scheduled days off and start a new shift at the new location.

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

- 14.01 In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled for 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 may include, but are not limited to, the following:
- a) safety measures;
  - b) matters that affect the working conditions of the employees;
  - c) training and promotion;
  - d) hiring policies; and
  - e) discipline and discharge policies.
- 14.02 The Employer and the Union will each appoint representatives to the Union-Management Committee. The minutes will record the business of each meeting, and copies will be distributed as the Committee determines.
- 14.03 Employees attending the Union-Management Committee meetings during regular working hours will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their hourly wage rates for all time spent attending such meetings.

## **ARTICLE 15 - HEALTH AND SAFETY COMMITTEE**

- 15.01 When necessary a Health and Safety Committee will be established. The parties agree that the education and establishment of safe work practices to create a safe work

environment is of the utmost priority. As such, the Employer commits to supporting this Committee and craft engagement as part of the Employers Health and Safety Management System to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

- 15.02 The Employer and the Union will each appoint representatives to the Health and Safety Committee.
- 15.03 The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- 15.04 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- 15.05 It is the intent of the parties to have 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 within Canada at no cost to the employee, provided such transportation costs are not paid by private insurance or a provincial health care plan.

15.08 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending Physician of the same. The Employer reserves the right to require a second medical opinion by a Physician selected by the Employer.
- b) The Employer will inform the Physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the Physician's approval.
- c) The Employer will inform the Union office of all employees who are assigned to Modified Work and the hours reverted to. The Employer is not required to offer overtime hours to employees on Modified Work programs. Overtime hours will be subject to recommendations by attending physicians as per Articles 15.08 (a) and (b).

15.09 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 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 as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy. If random testing is required by a client, appropriate procedures

will be outlined in a pre-job agreement and/or the Company policy.

- 15.10 In the event that an Employer requests an Employee to submit a Drug and Alcohol test, and Express Test result is either negative or inconclusive, the Employer will suspend the Employee without pay pending the outcome of the test results. If the test result is returned as negative, the Employee will be paid for all hours missed.

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

- 16.01 The Employer agrees to pay the amount as set out in the Wage Schedules for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- 16.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage, (see Outline of Benefits Plan) and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 16.04 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent

to the contributions to the Insurance Plan as outlined in the Wage Schedules will be paid to that employee, upon attainment of their 75<sup>th</sup> birthday, on each paycheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if he/she were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this collective agreement.

16.05 The Parties agree that the Health and Welfare (H&W) amounts in the Wage Schedules to be effective January 1 of each calendar year are subject to negotiation. These negotiations will take place prior to January 1 of each calendar year. If the parties do not conclude an agreement before January 1 of each calendar year, all terms and conditions will be retroactive to January 1 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 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.
- f) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- g) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

## 17.02 **Pension**

- a) The Christian Labour Association of Canada (CLAC) Pension Plan ("the Plan"), a registered defined

- contribution pension plan, administered by the CLAC Pension Plan Board of Trustees, applies to all employees covered by this Collective Agreement.
- b) New employees will join the Plan immediately.
  - c) **Employer Contribution:** The Employer agrees to contribute the pension amount set out in the Wage Schedules, for each employee, based on the employee's base wages for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.
  - 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 (d). 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.
  - e) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 25, the Employer is responsible for compensating the Plan 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 which are part of the remittance. The Plan will allocate the missed contributions and investment returns to the affected employees' accounts.
  - f) The Employer and the Union will cooperate in providing the information required to administer the Plan on the

employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

### 17.03 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 they reach the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if he/she 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 he/she does not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result

of contributions made outside the employment relationship, neither the Employer nor the Union shall 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 25. Employer, employee and voluntary contributions must be recorded separately on the remittance.
- e) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 25, the Employer is responsible for compensating the retirement plans for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions that are part of the remittance. The retirement plans will allocate the missed contributions and investment returns to the affected employees' accounts.
- f) The Union acknowledges and agrees that, other than remitting contributions to the retirement plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the Plan or RSP or be responsible for providing such benefits.
- g) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all contributions received,

investment returns allocated, and the current account balance.

- h) The Employer agrees to provide the CLAC Remittance Team, upon the first remittance, with the full name, and social insurance number of all employees on whose behalf contributions are being remitted.

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

### 18.01 Education Fund (“EF”)

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

### 18.02 Apprenticeship Training Fund (“ATF”)

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

### 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.

## **ARTICLE 19 - TOOLS**

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

In the event that a welder breaks his/her Electric Beveling Band Crawler while in use for the Employer, the Employer agrees to make necessary repairs for regular wear and tear.

19.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.

19.03 A tool list, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

## **ARTICLE 20 - PROTECTIVE EQUIPMENT**

20.01 All employees will wear CSA approved safety hats supplied by the Employer.

20.02 All employees will wear appropriate safety seasonal footwear which is furnished by the employee. Safety boots must be CSA approved and in acceptable condition. They must be high cuffed (no less than six inches). CSA approved “shoes” are not acceptable. In the event the client’s requirements differ from the above, the client’s requirements will prevail.

20.03 All employees will wear CSA approved non-prescription Safety glasses to be made available by the Employer. In the event the client's requirements differ from the above, the client's requirements will prevail.

20.04 The Employer will supply the employees with all required Personal Protective Equipment (PPE) excluding prescription safety eyewear, but including fire retardant coveralls if required, and rain gear if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment (PPE) will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer supplied 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 or laser eye surgery up to three hundred dollars (\$300.00) according to the following criteria. The employee must provide proof of purchase and prescription. The employee must have worked 600 hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional 3000 hours from the last time reimbursed.

20.06 Fresh Air Hoods

The Employer agrees to reimburse the cost of a fresh air hood up to one thousand two hundred and fifty dollars (\$1250.00), according to the following criteria. The reimbursement is only

available to Welders who are able to provide proof of purchase. The employee must have worked 2000 successive hours with the Employer for reimbursement.

## **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 business, 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 leaves as per the Alberta Employment Standards Code; or
- h) Other personal reasons as approved by the Employer.

21.02 An employee will be granted up to a five (5) day leave of absence with pay, at their regular straight time hourly rate, to a maximum of 40 hours, to make arrangements for and/or to attend the funeral of the employee's spouse, common law



spouse, child, legal dependent, mother or father, brother and sister.

An employee will be granted a up to three (3) day leave of absence with pay, at their regular straight time hourly rate to a maximum of 24 hours, to make arrangements for and/or to attend the funeral of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.

Further time without pay may be granted by mutual agreement between the Employer and the employee. To receive such pay, Employees must, upon request, provide the Employer with proof of funeral and 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 parties to this Agreement recognize the Stewards and the Representatives specified in Article 4 as the agents through which employees will process their grievances.

### 22.02 Grievances

- a) A "Grievance" is defined as 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 Union "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative of the Union.
  
  - i) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a representative of the Employer.
  
- d) Any grievance referred to above will identify:
  - i) The facts giving rise to the grievance;
  - ii) The section or sections of this Agreement claimed to be violated;
  - iii) The relief requested; and
  - iv) Where practical will be signed by the employee or employees involved unless it is a Policy Grievance.

22.03 All the time limits referred to in the Grievance Procedure herein contained will be deemed to mean "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. 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 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 where reasonably possible; the employee has discussed the complaint with the applicable Management Supervisor. If the employee's Management Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper Grievance may be processed as follows:

### Step 1

Subject to the conditions of Article 6.05, if a Grievance is to be filed it will, within the five (5) work days referred to in Article

22.04 above, be reduced to writing and will be presented to the Employer's designated representative by a Steward or Representative. The designated Employer representative receiving the Grievance will notify the Representative of their decision in writing not later than five (5) work days following the day upon which the Grievance was received.

### Step 2

If the Grievance is not settled at Step 1, a Representative will within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written Grievance to the designated Employer Representative. A meeting will be held between the Steward or Representative together with the grievor, if possible and the designated Employer Representative within five (5) work days of the presentation of the written Grievance by one party to the other party's Representative. The responding party will notify the grieving party 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, either party may serve the other party with written notice of desire to arbitrate within five (5) work 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 other party.

## 22.06 Union Policy Grievance or Employer Grievance

- a) A Union "Policy Grievance" or an Employer "Policy 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) work days of the presentation of the written Grievance and will take place within the framework of Step 2 of Article 22.06 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 a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) work days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) work days of their appointment, either party may request the applicable Government Ministry to appoint an impartial Chairperson.

23.02 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the Grievance.

23.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson of the Arbitration Board governs.

- 23.04 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.05 If a party refuses or neglects to answer a Grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the party in default, appoint a Single Arbitrator to hear the Grievance and their decision shall be final and binding upon both parties.
- 23.06 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 23.08 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty, which, in its opinion, is just and equitable. This clause shall not apply to the discharge of a probationary employee.

- 23.09 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairperson of the Arbitration Board.
- 23.10 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 22.06 hereof.
- 23.11 If the parties mutually agree, they may substitute a single arbitrator in the place of the Arbitration Board.

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

- 24.01 A Steward will be present for all disciplinary meetings. When a Steward is not available, the employee may choose another employee to be present. If the employee does not choose another employee, the Employer will choose another employee to be present. If the employee refuses representation by a Steward or another employee, it must be recorded in writing.

Employees required to sign notices of discipline do so only to acknowledge receipt of the discipline.

### **Progressive Discipline**

Progressive discipline is a process for dealing with job-related behavior that does not meet expected and clearly communicated standards. The primary purpose for progressive discipline is to assist the employee to understand that an opportunity for improvement exists. The process of progressive discipline is not intended to be punitive, but to

assist the employee to overcome behaviour problems and satisfy job expectations. The Employer will ensure that a proper progressive discipline process is in place and consistently used.

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 foreman/supervisor. The foreman/supervisor will send a copy of such warning to the Union office within twenty-four (24) hours.

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

24.04 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) work days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, by-passing the Grievance procedure.



24.05 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive work days without a justifiable reason.

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

25.01 The parties acknowledge that delinquent payments to the Union as per Article 7 or for any of the Employer contributions to the Funds established in Articles 16, 17 and 18 will pose a serious threat to the plan participants. Therefore the Trustees of the Funds are empowered to take any action in law necessary to collect all Funds owing, 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 twentieth (20th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) work days to correct this error.

25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may 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 indemnified and saved harmless for any claims, relating to the remittances of Union dues, Union dues arrears, Administration dues, Permit dues, the Health and Welfare plan, the RSP and/or Pension plans, and the Education and Training funds, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues, Union dues arrears, Administration dues and Permit 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. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues, Administration dues and Permit dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

## **ARTICLE 26 – COLLECTIVE AGREEMENT AMENDMENTS**

- 26.01 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 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) work 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 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 27 - DURATION**

27.01 This Agreement will be effective on the first (2nd) day of January, two thousand and twenty two (2022) and will remain in effect until the thirty-first (31<sup>st</sup>) day of October, two thousand and twenty three (2023) and for further periods of one (1) year unless notice is 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) calendar 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 This Agreement will go into effect on all projects bid or negotiated after ratification of this Agreement is completed.

27.03 Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

27.04 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, subject to the Arbitration Procedure set out in Article 23 (excluding Articles 23.05, 23.07, 23.08, and 23.10).

DATED at Fort McMurray, Alberta, this 10<sup>th</sup> day of February, 2022.

Signed on behalf of  
**WILLBROS MINE  
SERVICES, L.P.**

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



Authorized Representative

Authorized Representative

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

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

**Willbros Mine Services L.P.**  
**Wood Buffalo Maintenance**  
**Classification and Hourly Wages**  
**As of January 2, 2022**

Journey Person Classification	Base Wage	Vac Stat 11%	Employer Contributions						Total
			H & W \$ 2.21	RSP 6%	Pension 2%	EF \$ 0.02	AF \$ 0.06	TTF 0.8%	
Driver - Standard (Class 3)	\$35.94	\$3.95	\$2.21	\$2.16	\$0.72	\$0.02	\$0.06	\$0.29	\$45.34
Driver - Principle (Class 1)	\$40.04	\$4.40	\$2.21	\$2.40	\$0.80	\$0.02	\$0.06	\$0.32	\$50.25
Driver - Journeyman Picker Truck	\$42.04	\$4.62	\$2.21	\$2.52	\$0.84	\$0.02	\$0.06	\$0.34	\$52.65
Ironworker	\$42.84	\$4.71	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.62
Labour - General	\$23.99	\$2.64	\$2.21	\$1.44	\$0.48	\$0.02	\$0.06	\$0.19	\$31.03
Labour - Skilled	\$26.98	\$2.97	\$2.21	\$1.62	\$0.54	\$0.02	\$0.06	\$0.22	\$34.61
Leadhand - Labourer	\$30.73	\$3.38	\$2.21	\$1.84	\$0.61	\$0.02	\$0.06	\$0.25	\$39.11
Leadhand - Crew	\$35.94	\$3.95	\$2.21	\$2.16	\$0.72	\$0.02	\$0.06	\$0.29	\$45.34
Electrician	\$42.84	\$4.71	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.62
Mechanic HD	\$42.84	\$4.71	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.62
Millwright	\$42.84	\$4.71	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.62
Operator - Entry	\$29.03	\$3.19	\$2.21	\$1.74	\$0.58	\$0.02	\$0.06	\$0.23	\$37.06
Operator - Intermediate	\$35.94	\$3.95	\$2.21	\$2.16	\$0.72	\$0.02	\$0.06	\$0.29	\$45.34
Operator - Principal	\$40.04	\$4.40	\$2.21	\$2.40	\$0.80	\$0.02	\$0.06	\$0.32	\$50.25
Operator - Senior Principal	\$42.84	\$4.71	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.62
Pipefitter	\$42.84	\$4.71	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.62
Serviceman	\$33.77	\$3.72	\$2.21	\$2.03	\$0.68	\$0.02	\$0.06	\$0.27	\$42.75
Warehouse Person - J.M.	\$40.63	\$4.47	\$2.21	\$2.44	\$0.81	\$0.02	\$0.06	\$0.33	\$50.97
Welder J.M.	\$40.63	\$4.47	\$2.21	\$2.44	\$0.81	\$0.02	\$0.06	\$0.33	\$50.97
Welder B Pressure	\$42.84	\$4.71	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.62
Working Foreman	\$46.87	\$5.16	\$2.21	\$2.81	\$0.94	\$0.02	\$0.06	\$0.37	\$58.45
Foreman - Electrician, Ironworker, Millwright, Pipefitter, Welder B-Pressure	\$48.90	\$5.38	\$2.21	\$2.93	\$0.98	\$0.02	\$0.06	\$0.39	\$60.88
Leadhand - Electrician, Ironworker, Millwright, Pipefitter, Welder B-Pressure	\$45.87	\$5.05	\$2.21	\$2.75	\$0.92	\$0.02	\$0.06	\$0.37	\$57.25

**Wood Buffalo Maintenance**  
**Apprenticeship Classification and Hourly Wages**  
**As of January 2, 2022**

Classification	Base Wage	Vac Stat 11%	Employer Contributions						Total	
			H & W \$ 2.21	RSP 6%	Pension 2%	EF \$ 0.02	AF \$ 0.06	TTF 0.8%		
Apprentice Heavy Duty Mechanic, Pipefitter/Plumber, Electrician, Ironworker, Millwright										
1st Year	60%	\$25.71	\$2.83	\$2.21	\$1.54	\$0.51	\$0.02	\$0.06	\$0.21	\$33.09
2nd Year	70%	\$29.99	\$3.30	\$2.21	\$1.80	\$0.60	\$0.02	\$0.06	\$0.24	\$38.22
3rd Year	80%	\$34.28	\$3.77	\$2.21	\$2.06	\$0.69	\$0.02	\$0.06	\$0.27	\$43.35
4th Year	90%	\$38.56	\$4.24	\$2.21	\$2.31	\$0.77	\$0.02	\$0.06	\$0.31	\$48.48
Apprentice Mobile Crane Operator, 3 year Pipefitter/Steamfitter, Ironworker										
1st year	70%	\$29.99	\$3.30	\$2.21	\$1.80	\$0.60	\$0.02	\$0.06	\$0.24	\$38.22
2nd year	80%	\$34.28	\$3.77	\$2.21	\$2.06	\$0.69	\$0.02	\$0.06	\$0.27	\$43.35
3rd year	90%	\$38.56	\$4.24	\$2.21	\$2.31	\$0.77	\$0.02	\$0.06	\$0.31	\$48.48
Apprentice 2 year Ironworker										
1st year	80%	\$34.28	\$3.77	\$2.21	\$2.06	\$0.69	\$0.02	\$0.06	\$0.27	\$43.35
2nd year	90%	\$38.56	\$4.24	\$2.21	\$2.31	\$0.77	\$0.02	\$0.06	\$0.31	\$48.48
Apprentice Warehouse										
1st year	70%	\$28.44	\$3.13	\$2.21	\$1.71	\$0.57	\$0.02	\$0.06	\$0.23	\$36.36
2nd year	80%	\$32.51	\$3.58	\$2.21	\$1.95	\$0.65	\$0.02	\$0.06	\$0.26	\$41.23
3rd year	90%	\$36.57	\$4.02	\$2.21	\$2.19	\$0.73	\$0.02	\$0.06	\$0.29	\$46.10
Apprentice Welder										
1st year	70%	\$28.44	\$3.13	\$2.21	\$1.71	\$0.57	\$0.02	\$0.06	\$0.23	\$36.36
2nd year	80%	\$32.51	\$3.58	\$2.21	\$1.95	\$0.65	\$0.02	\$0.06	\$0.26	\$41.23
3rd year	90%	\$36.57	\$4.02	\$2.21	\$2.19	\$0.73	\$0.02	\$0.06	\$0.29	\$46.10

Direct Service Providers:	Base Rate		H & W \$ 2.21	RSP 6%	Pension 2%	EF \$ 0.02	AF \$ 0.06	TTF 0.8%	Total Rate
Mechanic J.M. with rig	\$96.64	N/A	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$102.70
Welder J.M. B Pressure with rig	\$96.64	N/A	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$102.70
Utility Welder J.M. with rig	\$84.56	N/A	\$2.21	\$2.44	\$0.81	\$0.02	\$0.06	\$0.33	\$90.42

**Willbros Mine Services L.P.**  
**Wood Buffalo Industrial Construction**  
**Classification and Hourly Wages**  
**As of January 2, 2022**

Journey Person Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP	Pension	EF	AF	TTF	
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%	
Driver - Standard (Class 3)	\$35.94	\$3.59	\$2.21	\$2.16	\$0.72	\$0.02	\$0.06	\$0.29	\$44.98
Driver - Principle (Class 1)	\$40.04	\$4.00	\$2.21	\$2.40	\$0.80	\$0.02	\$0.06	\$0.32	\$49.85
Driver - Journeyman Picker Truck	\$42.04	\$4.20	\$2.21	\$2.52	\$0.84	\$0.02	\$0.06	\$0.34	\$52.23
Ironworker	\$42.84	\$4.28	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.19
Labour - General	\$23.99	\$2.40	\$2.21	\$1.44	\$0.48	\$0.02	\$0.06	\$0.19	\$30.79
Labour - Skilled	\$26.98	\$2.70	\$2.21	\$1.62	\$0.54	\$0.02	\$0.06	\$0.22	\$34.34
Leadhand - Labourer	\$30.73	\$3.07	\$2.21	\$1.84	\$0.61	\$0.02	\$0.06	\$0.25	\$38.80
Leadhand - Crew	\$35.94	\$3.59	\$2.21	\$2.16	\$0.72	\$0.02	\$0.06	\$0.29	\$44.98
Electrician	\$42.84	\$4.28	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.19
Mechanic HD	\$42.84	\$4.28	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.19
Millwright	\$42.84	\$4.28	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.19
Operator - Entry	\$29.03	\$2.90	\$2.21	\$1.74	\$0.58	\$0.02	\$0.06	\$0.23	\$36.77
Operator - Intermediate	\$35.94	\$3.59	\$2.21	\$2.16	\$0.72	\$0.02	\$0.06	\$0.29	\$44.98
Operator - Principal	\$40.04	\$4.00	\$2.21	\$2.40	\$0.80	\$0.02	\$0.06	\$0.32	\$49.85
Operator - Senior Principal	\$42.84	\$4.28	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.19
Pipefitter	\$42.84	\$4.28	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.19
Serviceman	\$33.77	\$3.38	\$2.21	\$2.03	\$0.68	\$0.02	\$0.06	\$0.27	\$42.41
Warehouse Person - J.M.	\$40.63	\$4.06	\$2.21	\$2.44	\$0.81	\$0.02	\$0.06	\$0.33	\$50.56
Welder J.M.	\$40.63	\$4.06	\$2.21	\$2.44	\$0.81	\$0.02	\$0.06	\$0.33	\$50.56
Welder B Pressure	\$42.84	\$4.28	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.19
Working Foreman	\$46.87	\$4.69	\$2.21	\$2.81	\$0.94	\$0.02	\$0.06	\$0.37	\$57.98
Foreman - Electrician, Ironworker, Millwright, Pipefitter, Welder B-Pressure	\$48.90	\$4.89	\$2.21	\$2.93	\$0.98	\$0.02	\$0.06	\$0.39	\$60.39
Leadhand - Electrician, Ironworker, Millwright, Pipefitter, Welder B-Pressure	\$45.87	\$4.59	\$2.21	\$2.75	\$0.92	\$0.02	\$0.06	\$0.37	\$56.79

**Wood Buffalo Industrial Construction**  
**Apprenticeship Classification and Hourly Wages**  
**As of January 2, 2022**

Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total	
			H & W	RSP	Pension	EF	AF	TTF		
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%		
Apprentice Heavy Duty Mechanic, Pipefitter/Plumber, Electrician, Ironworker, Millwright										
1st Year	60%	\$25.71	\$2.57	\$2.21	\$1.54	\$0.51	\$0.02	\$0.06	\$0.21	\$32.83
2nd Year	70%	\$29.99	\$3.00	\$2.21	\$1.80	\$0.60	\$0.02	\$0.06	\$0.24	\$37.92
3rd Year	80%	\$34.28	\$3.43	\$2.21	\$2.06	\$0.69	\$0.02	\$0.06	\$0.27	\$43.01
4th Year	90%	\$38.56	\$3.86	\$2.21	\$2.31	\$0.77	\$0.02	\$0.06	\$0.31	\$48.10
Apprentice Mobile Crane Operator, 3 year Pipefitter/Steamfitter, Ironworker										
1st year	70%	\$29.99	\$3.00	\$2.21	\$1.80	\$0.60	\$0.02	\$0.06	\$0.24	\$37.92
2nd year	80%	\$34.28	\$3.43	\$2.21	\$2.06	\$0.69	\$0.02	\$0.06	\$0.27	\$43.01
3rd year	90%	\$38.56	\$3.86	\$2.21	\$2.31	\$0.77	\$0.02	\$0.06	\$0.31	\$48.10
Apprentice 2 year Ironworker										
1st year	80%	\$34.28	\$3.43	\$2.21	\$2.06	\$0.69	\$0.02	\$0.06	\$0.27	\$43.01
2nd year	90%	\$38.56	\$3.86	\$2.21	\$2.31	\$0.77	\$0.02	\$0.06	\$0.31	\$48.10
Apprentice Warehouse										
1st year	70%	\$28.44	\$2.84	\$2.21	\$1.71	\$0.57	\$0.02	\$0.06	\$0.23	\$36.08
2nd year	80%	\$32.51	\$3.25	\$2.21	\$1.95	\$0.65	\$0.02	\$0.06	\$0.26	\$40.91
3rd year	90%	\$36.57	\$3.66	\$2.21	\$2.19	\$0.73	\$0.02	\$0.06	\$0.29	\$45.73
Apprentice Welder										
1st year	70%	\$28.44	\$2.84	\$2.21	\$1.71	\$0.57	\$0.02	\$0.06	\$0.23	\$36.08
2nd year	80%	\$32.51	\$3.25	\$2.21	\$1.95	\$0.65	\$0.02	\$0.06	\$0.26	\$40.91
3rd year	90%	\$36.57	\$3.66	\$2.21	\$2.19	\$0.73	\$0.02	\$0.06	\$0.29	\$45.73

Direct Service Providers:	Base Rate		H & W	RSP	Pension	EF	AF	TTF	Total Rate
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%	
Mechanic J.M. with rig	\$96.64	N/A	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$102.70
Welder J.M. B Pressure with rig	\$96.64	N/A	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$102.70
Utility Welder J.M. with rig	\$84.56	N/A	\$2.21	\$2.44	\$0.81	\$0.02	\$0.06	\$0.33	\$90.42

**Willbros Mine Services L.P.**  
**Wood Buffalo Maintenance**  
**Classification and Hourly Wages**  
**As of February 6, 2022**

Journey Person Classification	Base Wage	Vac Stat 11%	Employer Contributions						Total
			H & W	RSP	Pension	EF	AF	TTF	
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%	
Driver - Standard (Class 3)	\$36.65	\$4.03	\$2.21	\$2.20	\$0.73	\$0.02	\$0.06	\$0.29	\$46.19
Driver - Principle (Class 1)	\$40.83	\$4.49	\$2.21	\$2.45	\$0.82	\$0.02	\$0.06	\$0.33	\$51.20
Driver - Journeyman Picker Truck	\$42.87	\$4.72	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.65
Ironworker	\$43.69	\$4.81	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.63
Labour - General	\$24.46	\$2.69	\$2.21	\$1.47	\$0.49	\$0.02	\$0.06	\$0.20	\$31.60
Labour - Skilled	\$27.51	\$3.03	\$2.21	\$1.65	\$0.55	\$0.02	\$0.06	\$0.22	\$35.25
Leadhand - Labourer	\$31.34	\$3.45	\$2.21	\$1.88	\$0.63	\$0.02	\$0.06	\$0.25	\$39.84
Leadhand - Crew	\$36.65	\$4.03	\$2.21	\$2.20	\$0.73	\$0.02	\$0.06	\$0.29	\$46.19
Electrician	\$43.69	\$4.81	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.63
Mechanic HD	\$43.69	\$4.81	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.63
Millwright	\$43.69	\$4.81	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.63
Operator - Entry	\$29.60	\$3.26	\$2.21	\$1.78	\$0.59	\$0.02	\$0.06	\$0.24	\$37.75
Operator - Intermediate	\$36.65	\$4.03	\$2.21	\$2.20	\$0.73	\$0.02	\$0.06	\$0.29	\$46.19
Operator - Principal	\$40.83	\$4.49	\$2.21	\$2.45	\$0.82	\$0.02	\$0.06	\$0.33	\$51.20
Operator - Senior Principal	\$43.69	\$4.81	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.63
Pipefitter	\$43.69	\$4.81	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.63
Serviceman	\$34.44	\$3.79	\$2.21	\$2.07	\$0.69	\$0.02	\$0.06	\$0.28	\$43.55
Warehouse Person - J.M.	\$41.44	\$4.56	\$2.21	\$2.49	\$0.83	\$0.02	\$0.06	\$0.33	\$51.93
Welder J.M.	\$41.44	\$4.56	\$2.21	\$2.49	\$0.83	\$0.02	\$0.06	\$0.33	\$51.93
Welder B Pressure	\$43.69	\$4.81	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.63
Working Foreman	\$47.80	\$5.26	\$2.21	\$2.87	\$0.96	\$0.02	\$0.06	\$0.38	\$59.56
Foreman - Electrician, Ironworker, Millwright, Pipefitter, Welder B-Pressure	\$49.87	\$5.49	\$2.21	\$2.99	\$1.00	\$0.02	\$0.06	\$0.40	\$62.04
Leadhand - Electrician, Ironworker, Millwright, Pipefitter, Welder B-Pressure	\$46.78	\$5.15	\$2.21	\$2.81	\$0.94	\$0.02	\$0.06	\$0.37	\$58.34

**Wood Buffalo Maintenance**  
**Apprenticeship Classification and Hourly Wages**  
**As of February 6, 2022**

Classification	Base Wage	Vac Stat 11%	Employer Contributions						Total	
			H & W	RSP	Pension	EF	AF	TTF		
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%		
Apprentice Heavy Duty Mechanic, Pipefitter/Plumber, Electrician, Ironworker, Millwright										
1st Year	60%	\$26.22	\$2.88	\$2.21	\$1.57	\$0.52	\$0.02	\$0.06	\$0.21	\$33.70
2nd Year	70%	\$30.58	\$3.36	\$2.21	\$1.84	\$0.61	\$0.02	\$0.06	\$0.24	\$38.93
3rd Year	80%	\$34.95	\$3.84	\$2.21	\$2.10	\$0.70	\$0.02	\$0.06	\$0.28	\$44.16
4th Year	90%	\$39.32	\$4.33	\$2.21	\$2.36	\$0.79	\$0.02	\$0.06	\$0.31	\$49.40
Apprentice Mobile Crane Operator, 3 year Pipefitter/Steamfitter, Ironworker										
1st year	70%	\$30.58	\$3.36	\$2.21	\$1.84	\$0.61	\$0.02	\$0.06	\$0.24	\$38.93
2nd year	80%	\$34.95	\$3.84	\$2.21	\$2.10	\$0.70	\$0.02	\$0.06	\$0.28	\$44.16
3rd year	90%	\$39.32	\$4.33	\$2.21	\$2.36	\$0.79	\$0.02	\$0.06	\$0.31	\$49.40
Apprentice 2 year Ironworker										
1st year	80%	\$34.95	\$3.84	\$2.21	\$2.10	\$0.70	\$0.02	\$0.06	\$0.28	\$44.16
2nd year	90%	\$39.32	\$4.33	\$2.21	\$2.36	\$0.79	\$0.02	\$0.06	\$0.31	\$49.40
Apprentice Warehouse										
1st year	70%	\$29.01	\$3.19	\$2.21	\$1.74	\$0.58	\$0.02	\$0.06	\$0.23	\$37.04
2nd year	80%	\$33.15	\$3.65	\$2.21	\$1.99	\$0.66	\$0.02	\$0.06	\$0.27	\$42.00
3rd year	90%	\$37.29	\$4.10	\$2.21	\$2.24	\$0.75	\$0.02	\$0.06	\$0.30	\$46.97
Apprentice Welder										
1st year	70%	\$29.01	\$3.19	\$2.21	\$1.74	\$0.58	\$0.02	\$0.06	\$0.23	\$37.04
2nd year	80%	\$33.15	\$3.65	\$2.21	\$1.99	\$0.66	\$0.02	\$0.06	\$0.27	\$42.00
3rd year	90%	\$37.29	\$4.10	\$2.21	\$2.24	\$0.75	\$0.02	\$0.06	\$0.30	\$46.97

Direct Service Providers:	Base Rate		H & W	RSP	Pension	EF	AF	TTF	Total Rate
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%	
Mechanic J.M. with rig	\$98.55	N/A	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$104.69
Welder J.M. B Pressure with rig	\$98.55	N/A	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$104.69
Utility Welder J.M. with rig	\$86.23	N/A	\$2.21	\$2.49	\$0.83	\$0.02	\$0.06	\$0.33	\$92.17

**Willbros Mine Services L.P.**  
**Wood Buffalo Industrial Construction**  
**Classification and Hourly Wages**  
**As of February 6, 2022**

Journey Person Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total
			H & W	RSP	Pension	EF	AF	TTF	
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%	
Driver - Standard (Class 3)	\$36.65	\$3.66	\$2.21	\$2.20	\$0.73	\$0.02	\$0.06	\$0.29	\$45.83
Driver - Principle (Class 1)	\$40.83	\$4.08	\$2.21	\$2.45	\$0.82	\$0.02	\$0.06	\$0.33	\$50.80
Driver - Journeyman Picker Truck	\$42.87	\$4.29	\$2.21	\$2.57	\$0.86	\$0.02	\$0.06	\$0.34	\$53.22
Ironworker	\$43.69	\$4.37	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.20
Labour - General	\$24.46	\$2.45	\$2.21	\$1.47	\$0.49	\$0.02	\$0.06	\$0.20	\$31.35
Labour - Skilled	\$27.51	\$2.75	\$2.21	\$1.65	\$0.55	\$0.02	\$0.06	\$0.22	\$34.97
Leadhand - Labourer	\$31.34	\$3.13	\$2.21	\$1.88	\$0.63	\$0.02	\$0.06	\$0.25	\$39.53
Leadhand - Crew	\$36.65	\$3.66	\$2.21	\$2.20	\$0.73	\$0.02	\$0.06	\$0.29	\$45.83
Electrician	\$43.69	\$4.37	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.20
Mechanic HD	\$43.69	\$4.37	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.20
Millwright	\$43.69	\$4.37	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.20
Operator - Entry	\$29.60	\$2.96	\$2.21	\$1.78	\$0.59	\$0.02	\$0.06	\$0.24	\$37.46
Operator - Intermediate	\$36.65	\$3.66	\$2.21	\$2.20	\$0.73	\$0.02	\$0.06	\$0.29	\$45.83
Operator - Principal	\$40.83	\$4.08	\$2.21	\$2.45	\$0.82	\$0.02	\$0.06	\$0.33	\$50.80
Operator - Senior Principal	\$43.69	\$4.37	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.20
Pipefitter	\$43.69	\$4.37	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.20
Serviceman	\$34.44	\$3.44	\$2.21	\$2.07	\$0.69	\$0.02	\$0.06	\$0.28	\$43.21
Warehouse Person - J.M.	\$41.44	\$4.14	\$2.21	\$2.49	\$0.83	\$0.02	\$0.06	\$0.33	\$51.52
Welder J.M.	\$41.44	\$4.14	\$2.21	\$2.49	\$0.83	\$0.02	\$0.06	\$0.33	\$51.52
Welder B Pressure	\$43.69	\$4.37	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$54.20
Working Foreman	\$47.80	\$4.78	\$2.21	\$2.87	\$0.96	\$0.02	\$0.06	\$0.38	\$59.08
Foreman - Electrician, Ironworker, Millwright, Pipefitter, Welder B-Pressure	\$49.87	\$4.99	\$2.21	\$2.99	\$1.00	\$0.02	\$0.06	\$0.40	\$61.54
Leadhand - Electrician, Ironworker, Millwright, Pipefitter, Welder B-Pressure	\$46.78	\$4.68	\$2.21	\$2.81	\$0.94	\$0.02	\$0.06	\$0.37	\$57.87

**Wood Buffalo Industrial Construction**  
**Apprenticeship Classification and Hourly Wages**  
**As of February 6, 2022**

Classification	Base Wage	Vac Stat 10%	Employer Contributions						Total	
			H & W	RSP	Pension	EF	AF	TTF		
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%		
Apprentice Heavy Duty Mechanic, Pipefitter/Plumber, Electrician, Ironworker, Millwright										
1st Year	60%	\$26.22	\$2.62	\$2.21	\$1.57	\$0.52	\$0.02	\$0.06	\$0.21	\$33.43
2nd Year	70%	\$30.58	\$3.06	\$2.21	\$1.84	\$0.61	\$0.02	\$0.06	\$0.24	\$38.62
3rd Year	80%	\$34.95	\$3.50	\$2.21	\$2.10	\$0.70	\$0.02	\$0.06	\$0.28	\$43.82
4th Year	90%	\$39.32	\$3.93	\$2.21	\$2.36	\$0.79	\$0.02	\$0.06	\$0.31	\$49.01
Apprentice Mobile Crane Operator, 3 year Pipefitter/Steamfitter, Ironworker										
1st year	70%	\$30.58	\$3.06	\$2.21	\$1.84	\$0.61	\$0.02	\$0.06	\$0.24	\$38.62
2nd year	80%	\$34.95	\$3.50	\$2.21	\$2.10	\$0.70	\$0.02	\$0.06	\$0.28	\$43.82
3rd year	90%	\$39.32	\$3.93	\$2.21	\$2.36	\$0.79	\$0.02	\$0.06	\$0.31	\$49.01
Apprentice 2 year Ironworker										
1st year	80%	\$34.95	\$3.50	\$2.21	\$2.10	\$0.70	\$0.02	\$0.06	\$0.28	\$43.82
2nd year	90%	\$39.32	\$3.93	\$2.21	\$2.36	\$0.79	\$0.02	\$0.06	\$0.31	\$49.01
Apprentice Warehouse										
1st year	70%	\$29.01	\$2.90	\$2.21	\$1.74	\$0.58	\$0.02	\$0.06	\$0.23	\$36.75
2nd year	80%	\$33.15	\$3.31	\$2.21	\$1.99	\$0.66	\$0.02	\$0.06	\$0.27	\$41.67
3rd year	90%	\$37.29	\$3.73	\$2.21	\$2.24	\$0.75	\$0.02	\$0.06	\$0.30	\$46.59
Apprentice Welder										
1st year	70%	\$29.01	\$2.90	\$2.21	\$1.74	\$0.58	\$0.02	\$0.06	\$0.23	\$36.75
2nd year	80%	\$33.15	\$3.31	\$2.21	\$1.99	\$0.66	\$0.02	\$0.06	\$0.27	\$41.67
3rd year	90%	\$37.29	\$3.73	\$2.21	\$2.24	\$0.75	\$0.02	\$0.06	\$0.30	\$46.59

Direct Service Providers:	Base Rate		H & W	RSP	Pension	EF	AF	TTF	Total Rate
			\$ 2.21	6%	2%	\$ 0.02	\$ 0.06	0.8%	
Mechanic J.M. with rig	\$98.55	N/A	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$104.69
Welder J.M. B Pressure with rig	\$98.55	N/A	\$2.21	\$2.62	\$0.87	\$0.02	\$0.06	\$0.35	\$104.69
Utility Welder J.M. with rig	\$86.23	N/A	\$2.21	\$2.49	\$0.83	\$0.02	\$0.06	\$0.33	\$92.17



### **Schedule Notes:**

1. The following Premiums will be added to the base wage rate and **will** affect RSP, Pension, Overtime and Vacation/Stat Pay.

Night Shift	\$3.00/hr
Steward	\$1.00/hr
Steward w/ Tool Box 1	\$1.00/hr
Steward w/ Tool Box 2	\$1.25/hr
Steward w/ Tool Box 3	\$1.75/hr
Chief Steward w/ Tool Box 1	\$2.25/hr
Chief Steward w/ Tool Box 2	\$2.50/hr
Chief Steward w/ Tool Box 3	\$3.00/hr

2. The following Premiums will not be added to the base wage rate and **will not** affect RSP, Pension, Overtime and Vacation/Stat Pay.

First Aid Ticket	\$0.25/hr (paid for all hours worked upon presentation of valid ticket)
Dual Ticket	For Employees who possess two or more applicable Journeyman or applicable Red Seal tickets and the employer has the intent to use both tickets or perform tasks under both trades, the Employer will pay the Employee a Dual Ticket Premium of \$2.00/hr.

### **3. DSP - Direct Service Provider Provisions:**

The provisions of Articles 9.02, 9.03, 10.01a, 11, and 12 do not apply to employees paid the Direct Service Provider rate. The rate specified includes vacation, Over-time and general holiday pay.

DSP's will invoice for the corresponding base Journeyman rate for all hours associated with Articles 8.03, 8.04, 14.03, 21.02.

The Employer agrees to deduct such dues and remittances from these subcontractor's invoices and remit them to the Union on their behalf, as per

Articles 7, 16, 17, 18 and 24. Remittances will be calculated based on the applicable journeyperson's base hourly wage rate.

In the event that the Subcontractor does not elect to participate in the Pension Plan, the Total Subcontractor Rate will be reduced by the amount specified in the Pension column.

## 5. RSP and Pension Amounts

The RSP contribution will be subject to the following:

- a) Apprentices: RSP and Pension amounts will be based on Apprenticeship Base Wage Rate including applicable premiums; (No compounding on overtime)
- b) Journeyperson and Journeyperson DSP's: RSP and Pension amounts will be based on the Journeyperson Base Wage Rate including applicable premiums. (No compounding for overtime)

6. For Wage Reviews see Article 8.09

7. For Health and Welfare Reviews see Article 16.06

## 8. **Lead-Hand Labourer and Leadhand-Crew**

For the purposes of differentiating between the following classifications, the following guidelines will be utilized as per managements discretion:

**Labour Lead** – On a consistent basis: This person shall be someone who shows leadership and responsibility for the crew. S/he will understand the crew, the tools required, can fit up a job, and can help direct the other crew members with supervision while performing tasks.

**Leadhand Crew** – On a consistent basis: designated to be a Foreman "in training." This person shall be an individual who leads and directs the crew without supervision and can pull permits.

## 9. Operator Senior Principal:

Classification will be utilized based on the below parameters:

- Senior Skilled Operator on Critical Equipment:
  - Sideboom
  - Excavator
  - Grader
  - 980 Loader or larger
  - Dozer
- Minimum 5+ years' experience with Willbros (and/or 5 years demonstrated/proven industry experience).
  - New employees with 5 years industry experience must pass their ninety (90) calendar day probationary period, before they are eligible for the SR Principle Operator rate.
- Demonstrated expertise on critical tasks:
  - Critical tasks are those that can cause serious harm to people/property and require more than basic training/orientation to complete.
  - Examples:
    - Loading/offloading pipe trucks
    - Packing 120's or 80's across the pedestals
- Competent assessor preferred.
- Participation in the Mentorship program as a both a mentee and a mentor is preferred.
- No safety incidents that are preventable and directly attributed to the individual.
- No progressive discipline on file for safety related infractions, in the last year of employment.
- Positive attitude and strong work ethic.
- Drives the culture of operational excellence, continuous improvement, safety, quality, production and execution.
- Is a leader within the organization – mentors & directs those around him/her.
- Joint approval by Site Superintendent and Equipment Assessors.

## 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 six hundred fifty dollars (\$650.00) per week. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident or hospitalization and the fourteenth (14<sup>th</sup>) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,600.00 per month), per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

### BENEFITS INFORMATION

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

# WE'RE COMMITTED TO YOU



## **Positive Work-Life**

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



## **Champions of You**

We make your voice heard. We lead positive change. And through it all, we keep you working.



## **Everyday Greatness**

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

## **WILLBROS CONSTRUCTION SERVICES (CANADA) L.P.**

1005 Memorial Drive  
Fort McMurray, Alberta T9K 0K4  
T: (780) 743-6247  
F: (780) 743-6398

1103 – 95 Street SW  
Edmonton, Alberta T6X0P8  
T: (780) 400-4200  
F: (780) 400-4291

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

### **EDMONTON MEMBER CENTRE**

T: 780-454-6181  
TF: 877-863-5154  
F: 780-451-3976  
edmonton@clac.ca

### **FORT MCMURRAY MEMBER CENTRE**

T: 780-792-5292  
TF: 877-792-5292  
F: 780-791-9711  
fortmcmurray@clac.ca

### **CALGARY MEMBER CENTRE**

T: 403-686-0288  
TF: 866-686-0288  
F: 403-686-0357  
calgary@clac.ca

### **CLAC RETIREMENT**

1-800-210-0200

### **CLAC TRAINING**

1-877-701-2522

### **CLAC BENEFITS**

1-800-463-2522

### **CLAC JOBS**

1-877-863-5154

### **CLAC LIFEWORKS**

1-844-880-9142