

COLLECTIVE AGREEMENT

Between

BakosNDT Ltd.

And

**Construction Workers Union,
CLAC Local 63**

DURATION: July 2, 2023 – January 31, 2026

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Between

**BakosNDT Ltd.
(hereinafter referred to as “the Employer”)**

Construction Alberta

and

**Construction Workers Union CLAC Local 63
(hereinafter referred to as "the Union")**

July 2, 2023 – January 31, 2026

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

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COLLECTIVE AGREEMENT

ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the Employer, the Union and the employees, as parties to this Collective Agreement (Agreement), which has been negotiated and entered in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties;
 - b) provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits as set forth in this Agreement;
 - c) establish a just and prompt procedure for the disposition of grievances;
 - d) establish an equitable system for the promotion, transfer and layoff of employees; and
 - e) through the full and fair administration of all the provisions contained within this Agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

- 1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour relations:
- a) the industrial enterprise is an economically characterized work community of capital-investors and 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 Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.
- 1.03 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.
- 1.04 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, 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 existing Alberta Labour Relations Board (ALRB) certificates covering:

- a) All employees except, office, clerical, sales and construction.
- b) Specialty Construction Non-Destructive Testing Employees.

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

2.02 This Agreement covers all employees of the Employer when employed in all non-destructive testing employees including trainees and helpers.

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, 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 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 subcontract 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 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 their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union representative (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 office location 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 Wage Schedule notes. The Union will advise the Employer, in writing, of the name(s) of the duly appointed Steward(s).
- d) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. The Employer will notify the Union prior to layoff of a Steward.
- e) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that they will not leave their regular duties for the purpose of conducting business in connection with the administration of this Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld. The Employer will pay Stewards for time spent attending to such duties during their working hours.
- f) A Steward will be given the opportunity to address all new employees during their site orientation session, for the purpose of introducing themselves and the Union and providing the employees with Union information that pertains to them.

- g) The parties agree that notice to the Steward is notice to the Union with respect to work conditions, schedule changes and other matters pertaining to compliance to this Agreement.

4.02 Representatives

- a) Duly appointed Representatives of the Union represent the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following. The Representative(s) will:
 - i) identify themselves to the appropriate management personnel upon arriving at a job site; and,
 - ii) not interfere with the progress of work.

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

4.04 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. Employees to a maximum of two (2) on the Committee will be paid by the Employer to a maximum of forty (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 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 through employees recognized in this Agreement.

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees including a lockout in the form of deliberately restricting or reducing the hours of work.

ARTICLE 6 - EMPLOYMENT POLICY

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 and who are work ready as set out below. If the Union is not able to refer qualified Union members, the Employer will be able to hire from outside the Union membership.

a) New hires must be work ready at their own expense, i.e.: having up to date CSTS, confined space, fall protection and H2S training

before commencing employment. If the Employer requires and employee to complete online orientation and onboarding, where applicable, the Employer shall estimate a reasonable amount of time to complete the online orientation and onboarding where applicable. The Employer shall pay an allowance for completing the course(s) equal to that time estimate, to a maximum of four (4) hours multiplied by the employee's total package hourly rate and paid at unchargeable time rates. This provision shall not apply to, nor shall there be any pay required, for Owner or site access required online orientations.

- 6.02 New employees will be hired on a probationary period of ninety (90) calendar days and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration excepting those provisions in Article 1.04. When a probationary employee is disciplined and not discharged, the parties agree that the terms stated in Article 24 will prevail.
- 6.03 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees. It is agreed that probationary employees require appropriate and constructive feedback in order to improve performance. Accordingly, the Employer agrees to appropriately give this constructive feedback to a probationary employee.
- 6.04 Employees who have passed their probationary period and are rehired within six (6) months after a layoff will not re-serve a new probationary period.
- 6.05 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.

ARTICLE 7 - REMITTANCES AND REPORTING

- 7.01 The Employer shall deduct from each Employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Employer Dues Directive issued by the Union. The Employer is also authorized to deduct any administration fees owing by an Employee to the Union, when hired.
- 7.02 The total amount(s) checked off and/or deducted on behalf of the Union will be remitted by the Employer to the Union by the Twentieth (20) 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) phone number
 - c) email address
 - d) work location/job site;
 - e) job type (Maintenance or Construction);
 - f) classification; for current Employees, any change in classification, level, or apprenticeship year, and date of change.
 - g) rate of hourly pay, including hourly premiums;
 - h) gross earnings;
 - i) total regular and overtime hours worked in the month for which such deductions are made;

- j) dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and,
- k) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement.
- l) social Insurance Number
- m) date of Birth
- n) gender
- n) employee Number
- o) complete Mailing address

7.05 The Employer shall remit electronically, on a form prescribed by the Union, upon the start of Employment, lay-off, quit or termination of an Employee, and will also send to the Union within the same pay period that the action occurred, the following information of the Employees involved:

- a) complete mailing address;
- b) e-mail address;
- c) primary telephone;
- d) Job start date or job end date;
- e) classification, including level or apprenticeship year;
- f) date of birth;
- g) gender;
- h) also, for current employees, any change in classification, level, or apprenticeship year (and when they occurred).

7.05 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.

7.06 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.

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

- a) An employee who comes to work, or starts work at their assigned work location without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of three (3) hours' pay at their prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.
- b) Proper notification in the case of a camp is at breakfast time and notices are posted on the kitchen bulletin board or other common/known area.

8.04 Call-Back

An employee who is called back to work in the same day will receive a minimum of two (2) hours' pay, subject to clause 8.09, at the appropriate rate.

- 8.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected Employees in another classification at the rate of pay of their usual specified classification provided the Employee is qualified to do the required work.
- 8.06 If the shortage of work is for a period longer than three days, the Employee may be given the option to work in another classification, for which they are qualified, instead of being sent home or 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. It is the intention of this clause that the Employee be given the opportunity, but not the obligation, to accept work at a rate that is lower than the rate that their certifications would otherwise entitle them to receive, at the Employees option.
- 8.07 The parties agree that the wage rates in the Wage Schedules effective January 31, 2021 are subject to negotiation. These negotiations will take place prior to January 1, 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.
- 8.08 Wage Review
The parties agree that the wage rates in the schedules effective June 30, 2024 are subject to negotiation. These negotiations will take place prior to July 6, 2025. If the parties cannot come to an agreement, either party may refer the matter to arbitration as per Article 27 of this agreement.

8.09 Non-billable time (un-chargeable) will be paid at eighty (80) percent of base rate. Non-billable time rates of pay will apply to the following:

- a) Building and grounds maintenance.
- b) Shop calibration and shop servicing of NDT equipment and vehicles.
- c) Deliveries of Employer's equipment and supplies other than mobilization and demobilization.
- d) Company orientation
- e) Company required training for the following:
 - i) First aid, emergency and standard.
 - ii) Transportation of Dangerous Goods, WHMIS, Confined Space, Fall Arrest, H2S Alive, Radiation Safety, Corporate Safety, Trenching, Construction Safety (CSTS) Alberta.

8.10 When the Employer is paid by the customer for more hours of work than an Employee takes to perform the scope of work, the Employer will pay the Employee for all hours for which the customer pays the Employer. For example, if an Employee performs a job in 2 hours but the Employer is permitted to bill the customer and receives payment for 4 hours, the Employer will pay the Employee for 4 hours.

Standby time will be paid at the rate of two (2) hours pay per day whenever an Employee is asked to be on standby but is not attending the worksite. Standby can be cancelled on 2 hours' notice before the start of the standby shift. An Employee on standby will be paid no less than five (5) hours when they are called to work by the Employer.

Standby means that an employee is fit for duty and available by phone within 30 minutes.

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, Monday to Friday, and forty (40) regular straight time hours per week. Where an HWAA is in place, the Employee will be paid pursuant to that HWAA.
- 9.03 Overtime will be paid when an employee works on any weekend (Saturday and Sunday) when an HWAA is not in place.
- 9.04 An Hours of Work Averaging Agreement (HWAA; formerly referred to as a compressed work week) has been agreed to between the parties and will be documented in a pre-job agreement. The parties agree that the basis for the HWAA Agreement is based on a full calendar working year of 2080 (40 hours x 52 weeks) straight time working hours.
- 9.05 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 or thirty (30) straight-time hours on a HWAA work week schedule of four, ten-hour days.
 - b) When two (2) general holidays as outlined in Article 12.01 occur during the calendar week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of twenty-four (24) hours or twenty (20) straight-time hours on a HWAA work week schedule of four, ten-hour days.

9.06 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.

9.07 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.

9.08 If a customer is operating with a particular shift schedule, the Employer may require the affected employees to work that schedule to match that of other workers on site.

9.09 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.

9.10 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.

9.11 Coffee Breaks and Meal Periods

- a) There will be two (2) paid coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift. The two (2) paid rest breaks may be combined to become one (1) paid thirty (30) minute break, subject to the prejob conference report as per Article 26.

- b) Employees will be given an unpaid meal period of one-half (1/2) hour per shift, unless otherwise determined in a pre-job Agreement.
 - 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 day. A rest break will not apply to the meal break at twelve (12) hours. Flexibility for the timing of this break will be given to the Employer if the additional overtime is estimated to be less than one (1) hour.
 - d) Employees who work beyond twelve (12) hours in a day will be provided with an additional one half (1/2) hour paid meal period and a meal will be provided by the Employer.
- 9.12 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.13 Changing from Days to Nights (or vice versa) for previously scheduled shifts

Proper notice for a change is the last day (or earlier) of the shift cycle directly preceding the change. When a change is implemented without the required notice, the employee will be made whole in the following ways:

- a) If the change causes them to miss hours, they will be paid for all missed hours.

- b) If the change requires them to change a flight, the Employer will cover the cost of their travel ticket (flight or bus) change (proof may be required).

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

- 9.14 Employees will be entitled to an 8-hour rest period between shifts. Where the Employer requests the Employee to begin work where there has not been an eight (8) hour rest break, then the Employee will be entitled to overtime pay for the entirety of the second shift.

ARTICLE 10 - LAY-OFF PROCEDURE

10.01 Construction

Each affected employee will be given four (4) hours' notice of layoff. Four (4) hours' pay may be given in lieu of notice. A DSP will be paid at the applicable Journeyperson wage rate. The Employer will make every attempt to perform layoffs during an employee's working shift days, prior to them going home.

Fabrication, Maintenance, and Non-Construction

Each affected employee will be given notice of layoff or pay in lieu of notice of layoff as per the Alberta Employment Standards Code. A DSP will be paid at the applicable Journeyperson wage rate. The Employer will make every attempt to perform layoffs during an employee's working shift days, prior to them going home.

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

- 10.03 The Employer agrees that when an employee, living in a Living Out arrangement, is laid off while at home on scheduled days off, the employee will receive four (4) hours' pay. In the case of camp accommodations, the Employer also agrees to ship the employee's personal belongings 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 vacation pay in an amount equal to six percent (6%) of their base wage rate (straight time) for all hours worked.
- 11.02 Vacation pay will be paid to employees each pay period.
- 11.03 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 All employees will be entitled to receive holiday pay in an amount equal to four percent (4%) of their base wage rate (straight time) for all hours worked in lieu of the holidays listed below.
- a) New Year's Day
 - b) Family Day
 - c) Good Friday
 - d) Victoria Day
 - e) Canada Day
 - f) Heritage Day
 - g) Labour Day

- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day.

12.02 Employees required to work on one of the above general holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.

12.03 Holiday pay will be paid to employees each pay period.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION

13.01 Preamble

- a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this Article, is to provide a reasonable means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.
- b) The particulars of transportation, travel, and accommodation allowances and entitlement must be addressed in a Pre-Job Conference Report for each job as required in Article 26.02 where a Pre-Job Conference Report is created

13.02 Pay for Travel Time

- a) Employees who are required by the Employer to use their personal vehicle will be entitled to mileage reimbursement at the rate of \$.50 per kilometer.

- b) Daily commuting from accommodation or the office to a jobsite is not payable time unless the distance to the jobsite for the employee is outside the free zone. Pay will be calculated assuming that travel will be at 80 km/hr. The free zone from Edmonton is 40 km; for Whitecourt: 0 km; Fort McMurray: 85 km, in each case from the employee's accommodation, home or office (whichever is the closest).

When the customer pays for travel it is given to employee regardless of free zone compensation as stipulated in this article.

13.03 Accommodation Allowances

Living out allowance will be paid at \$135 per day that the employee is required to be away from their home and residing at another location, unless in a camp or hotel provided by either the Employer or the client. When staying in client or Employer supplied accommodation, Employees will be entitled to a meal allowance of \$60 per day. Where camp is provided and includes meals then no allowance will be paid. If an Employee is required to pay for their hotel, they will be reimbursed for actual costs, reasonably incurred. The standard is that each Employee will have their own bedroom.

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 committee. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

14.03 Employees attending the meetings during regular working hours will be entitled to their wages. In the event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their hourly wage rates for all time spent attending such meetings.

ARTICLE 15 - HEALTH AND SAFETY

15.01 As required by Occupational Health and Safety (OHS), for any work site with twenty (20) or more workers on a project lasting ninety (90) days or more, a health and safety committee must be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.

15.02 The Employer and the Union will each appoint representatives to the 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 In compliance with Alberta legislation under the WCB Act, the Employer will continue to remit Health and Welfare premiums to the Union for employees who are on an approved WCB claim and are either absent from work or on modified duty. Premiums must continue for up to one year following the date of the accident or injury provided the claim continues. When a WCB claim is accepted the Employer must notify the CLAC Benefits Team, who will then provide a directive to the Employer with the appropriate payments. An hourly premium or a flat monthly fee (direct pay) model may be

used in order to cover the monthly premium for the relevant plan at minimum.

15.09 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.
 - i) Where practical, 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 15.06 (a) and (b).

15.10 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer may develop a Drug and Alcohol Policy that complies with current legislation. In general, the parties agree to use the most current COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy. In line with the COAA model, for post incident, reasonable cause, and random testing, the Employer shall use the oral fluid test in combination with urine express unless otherwise dictated by the

client site requirements.

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 applicable wage schedule will be paid to that employee, upon attainment of their 75th birthday, each pay period. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if he/she were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated

federally or by this collective agreement.

- 16.05 The Parties agree that the Health and Welfare monthly premiums to be effective January 1 of each calendar year are subject to negotiations, which will take place prior to the effective date. If the parties do not conclude an agreement before January 1 of each calendar year, 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.
- 16.07 If an Employee is on Short-Term Disability, is terminated without cause or is laid off, the Employer agrees to continue premium payments for one month beyond the month the absence commenced.

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 are eligible to join the RSP immediately upon hire and eligible for Employer matching as applicable in the Wage Schedule notes.

- 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: Where the employee chooses to participate in the RSP Plan, the Employer agrees to contribute to the Group RSP the amount set out in the applicable Wage Schedule notes, for each employee, based on the employee's base wages, at straight time, for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.
- e) Employee Voluntary Contributions: The Employer agrees to deduct, by way of payroll deduction, and remit to the applicable CLAC Remittance Team, voluntary employee RSP contributions. A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- f) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- g) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees' last address on record with the Union.

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 are eligible to join the Plan immediately upon hire and eligible for Employer matching as applicable in the Wage Schedule notes.
- c) Employer Contribution: Where the employee chooses to participate in the Pension Plan, the Employer agrees to contribute the pension amount set out in the applicable Wage Schedule Notes, 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 along with the first remittance of such voluntary contributions.
- e) 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.
- f) **The Programs, both RRSP and Pension are "Opt Out". Meaning that an Employee is automatically assumed to be participating unless they indicate otherwise, subject to the requirement to complete all required registration information. **

e) Employees can choose between 3 options:

100% RRSP Program

100% Pension Program

50% RRSP and 50% Pension Program

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 each pay period starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if 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 be held liable for any tax consequence

imposed on the employee.

- d) The Employer will remit retirement contributions to the applicable CLAC Remittance Team as outlined in Article 25. Employer, employee, and voluntary contributions must be recorded separately on the remittance.
- e) In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 25, the Employer is responsible for compensating the retirement plans for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions that are part of the remittance. The retirement plans will allocate the missed contributions and investment returns to the affected employees' accounts.
- f) The Union acknowledges and agrees that, other than remitting contributions to the retirement plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the Plan or RSP or be responsible for providing such benefits.
- g) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employees' behalf.
The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 18 - EDUCATION 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 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. The use of these funds will be for the general operations of CLAC Alberta Training and will be governed by the policies and procedures of CLAC Alberta Training and its trustees.

18.03 Training Trust Fund (TTF)

The Employer agrees to contribute an amount as set out in the Wage Schedules for all hours worked by all employees to the TTF. These funds will be used to cover the costs of all core training courses as established by the Training Trust Fund Board of Trustees for all eligible employees. Eligible employees include anyone who has worked for a CLAC Local 63 Signatory Employer within the last three months.

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

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

18.04 The Employer will pay syllabus-specified time for attaining safety (or other) tickets that:

- a. Become a requirement during tenure with the Employer.
- b. Are a pre-hire requirement and expire during tenure with the Employer. This time will only be paid if the ticket expires after the employee has passed their probation period, and the Employer approves the re-certification as a job requirement.

Elective training courses that are not required by the Employer will be done on the employee's own time.

18.05 The Employer may payroll deduct from a final pay cheque, monies that have been paid to an employee for training time when an employee quits of their own accord or is terminated for cause within 3 months of taking training.

ARTICLE 19 - TOOLS

- 19.01 All DSP's will provide the tools they need for their work, except for those tools that are provided by the Employer to satisfy quality and safety requirements mandated by Regulators.
- 19.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.
- 19.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. 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 CSA-approved safety boots supplied by the employees.
- 20.03 The Employer will supply the employees with all safety-related equipment excluding prescription safety eyewear. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer supplied items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls. DSP's will provide their own safety equipment, unless provided by the Employer.
- 20.04 **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 have worked 600 hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have worked an additional 4000 hours from the last time reimbursed.

ARTICLE 21 - 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 a child;
- d) Union business, other than the establishment of this Agreement;
- e) Death of a person not outlined in Article 21.02;
- f) Job related training; or
- g) Other personal reasons as approved by the Employer.

21.02 An Employee will be granted a three (3) day leave of absence with pay, at the Employee's base wage rate, to make arrangements for and or to attend the funeral of the Employee's spouse, common law spouse, child, legal dependent, parents, parents-in-law, legal guardian, brother, brother-in-law, sister, sister-in-law, grandparents, and grandchildren. Further time without pay may be granted by mutual agreement between the Employer and the Employee. To receive such pay, the Employee must return to work unless notified during the leave of a layoff.

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

21.04 The Employer will also grant leaves in accordance with Employment Standards, without pay, for the following:

- a) Short-Term: bereavement, domestic violence, citizenship ceremony, and personal and family responsibility.
- b) Long-Term: reservist, death or disappearance of a child, compassionate care, critical illness, long-term illness, and injury.

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 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.
 - ii) 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 workdays. A workday is defined as any day from Monday to Friday, excluding 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 The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

22.05 If the Employer does consider or process a grievance which has been presented late, the Employer will be estopped or precluded at any

stage from taking the position that the grievance is late and not arbitrable.

- 22.06 No employee will have a grievance until where reasonably possible; the employee has discussed the complaint with their immediate Supervisor. If the employee's 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 6.02, if a grievance is to be filed it must, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and 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) workdays 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 and the grievor, if possible and the designated Employer representative within five (5) workdays 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) workdays 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) workdays 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.

22.07 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) workdays 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) workdays after such meeting has been held.
- b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) workdays of the delivery of such written decision and the arbitration section of this Agreement will be followed.

ARTICLE 23 - ARBITRATION

- 23.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) workdays of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within

seven (7) workdays of their appointment, either party may request the 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. The parties agree that the Steward will be invited to participate in person, via telephone or via video conference.
- 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 Steward and Union office within twenty-four (24) hours.

24.03 An employee may be warned, suspended, or discharged for just cause by the Employer. Just cause may include:

- a) The refusal by an employee to abide by Safety Regulations;
- b) The use of illegal narcotics 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; or
- 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) workdays 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 workdays 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) workdays to correct this error.
- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, Union dues arrears, Administration 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 and Administration dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has 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 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 they intend to submit a proposal or that a project has been awarded to the Employer following the award where an amendment to the Collective Agreement is required. Prior to the submission of a bid, or 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 second (2nd) day of July two thousand and twenty-three (2023) July 2, 2023 and will remain in effect until the thirty-first (31st) day of January two thousand and twenty-six (2026) 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 If negotiations are not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement. Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and effect.
- 27.03 Before any negotiations have taken place the parties may by mutual agreement accept the provisions of the following:
 - a) Should negotiations fail, and the parties have fulfilled all the requirements of the Alberta *Labour Relations Code*, and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.

DATED at Edmonton, Alberta, this _____ day of _____, 2023

Signed on behalf of:
BakosNDT Ltd.

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

Per _____ Authorized Representative	<p>This printing is for information purposes only. Original signed documents are held on file at the CLAC Member Centre in Edmonton.</p>	_____ ntative
Per _____ Authorized Representative		_____ ntative

Schedule A – General Alberta Wages and Classifications

BakosNDT Ltd.
Classification and Hourly Wages
Effective July 2, 2023

Classification:	Base Wage	Vac Stat	Employer Contributions			Total
			Retirement	EF	TTF	
		10%	4%	\$0.02	0.65%	
Level II Technician RT2,UT2,EC2						
-1 or more certificates	\$51.05	\$5.11	\$2.04	\$0.02	\$0.33	\$58.55
- No certificates	\$48.25	\$4.83	\$1.93	\$0.02	\$0.31	\$55.34
Level I Technician RT1,UT1,EC1						
-1 or more certificates	\$41.51	\$4.15	\$1.66	\$0.02	\$0.27	\$47.61
- No certificates***	\$38.99	\$3.90	\$1.56	\$0.02	\$0.25	\$44.72
Certified Exposure Device Operator	\$33.10	\$3.31	\$1.32	\$0.02	\$0.22	\$37.97
NDT Trainee	\$22.73	\$2.27	\$0.91	\$0.02	\$0.15	\$26.08

** Additional 2% added to either the RRSP or Pension for all employees with 10+ years of service.

** Retirement requires an employee matching amount of 4%. An Employer may choose to opt-out.

***Employees holding only Magnetic Particle and / or Liquid Penetrant certifications will be paid as Level 1 technician with no certificates

Magnetic Particle (MT2)

Liquid Penetrant (PT2)

BakosNDT Ltd.
Classification and Hourly Wages
Effective June 30, 2024

Classification:	Base Wage	Vac Stat	Employer Contributions			Total
			Retirement	EF	TTF	
		10%	4%	\$0.02	0.65%	
Level II Technician RT2,UT2,EC2						
-1 or more certificates	\$52.58	\$5.26	\$2.10	\$0.02	\$0.34	\$60.30
- No certificates	\$49.70	\$4.97	\$1.99	\$0.02	\$0.32	\$57.00
Level I Technician RT1,UT1,EC1						
-1 or more certificates	\$42.76	\$4.28	\$1.71	\$0.02	\$0.28	\$49.05
- No certificates***	\$40.16	\$4.02	\$1.61	\$0.02	\$0.26	\$46.07
Certified Exposure Device Operator	\$34.09	\$3.41	\$1.36	\$0.02	\$0.22	\$39.10
NDT Trainee	\$23.41	\$2.34	\$0.94	\$0.02	\$0.15	\$26.86

** Additional 2% added to either the RRSP or Pension for all employees with 10+ years of service.

** Retirement requires an employee matching amount of 4%. An Employer may choose to opt-out.

***Employees holding only Magnetic Particle and / or Liquid Penetrant certifications will be paid as Level 1 technician with no certificates

Magnetic Particle (MT2)

Liquid Penetrant (PT2)

BakosNDT Ltd.
Classification and Hourly Wages
Effective July 6, 2025

Classification:	Base Wage	Vac Stat	Employer Contributions			Total
			Retirement	EF	TTF	
		10%	4%	\$0.02	0.65%	
Level II Technician RT2,UT2,EC2						
- 1 or more certificates	\$54.16	\$5.42	\$2.17	\$0.02	\$0.35	\$62.12
- No certificates	\$51.19	\$5.12	\$2.05	\$0.02	\$0.33	\$58.71
Level I Technician RT1,UT1,EC1						
- 1 or more certificates	\$44.04	\$4.40	\$1.76	\$0.02	\$0.29	\$50.51
- No certificates***	\$41.36	\$4.14	\$1.65	\$0.02	\$0.27	\$47.44
Certified Exposure Device Operator	\$35.11	\$3.51	\$1.40	\$0.02	\$0.23	\$40.27
NDT Trainee	\$24.11	\$2.41	\$0.96	\$0.02	\$0.16	\$27.66

** Additional 2% added to either the RRSP or Pension for all employees with 10+ years of service.

** Retirement requires an employee matching amount of 4%. An Employer may choose to opt-out.

***Employees holding only Magnetic Particle and / or Liquid Penetrant certifications will be paid as Level 1 technician with no certificates

Magnetic Particle (MT2)

Liquid Penetrant (PT2)

Wage Schedule Notes:

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

Foreman	6%
Supervisor	15 %
Steward	\$0.75/hr.

Foreman: a worker who supervises and directs other workers (excludes Radiographers working as part of a crew). Foreman will typically be responsible for the health and safety, associated paperwork, front line customer engagement, and field execution of a group of other workers. Foreman will typically report to a Supervisor.

Supervisor: an employee who supervises a group of employees, foreman, facility, or general group of activities. Supervisors will typically be responsible for mid-level customer engagement, functional team support (administration, safety, etc.) and the overall execution of BakosNDT activity with a customer. Supervisors will typically report to a Superintendent or Manager

****Both positions to be determined based on scope, complexity, and customer engagement required.**

2. Nightshift:

Any shift that starts between 5pm and 5 am or, where 50% or more of the hours in a shift fall between 5 pm and 5 am will be considered a nightshift. Employees working nightshift are entitled to, at a minimum, 10% increase on their base wage together with any additional customer paid premiums received by the Employer from the customer for the shift worked.

3. RRSP / Pension Contributions:

Employees have the option, but not the obligation, to participate in the RRSP / Pension Program. For those wanting to participate the following are the

amounts to be paid by the Employee and the Employer, based on years of service with the company:

Month 4 – Year 9 of Service

- Employee contributes 4%
- Employer contributes to a max of 4%
- 100% match by Employer

Year 10 + of Service

- Employee contributes 4%,
- Employer contributes to a max of 6%
- 150% match by Employer

4. Training Cost Reimbursement Program (18.04)

Intended to cover most often utilized inspection methods including:

- Certified Exposure Device Operator (CEDO)
- Radiography (RT) CGSB levels 1 & 2
- Ultrasonic (UT) CGSB levels 1 & 2
- Eddy Current (ET) CGSB levels 1 & 2
- Liquid Penetrant (LPI) CGSB levels 1 & 2
- Magnetic Particle (MPI) CGSB levels 1 & 2

Employee must:

- Maintain full time employment
- Obtain pre-approval from an authorized company representative

When an employee has worked 1,000 hours, without interruption, consideration for fees will include:

- CGSB and CEDO course fees
- Re-Certification and Renewal Fees
- Certification Fees
- NRCAN Application

- Written and Practical Test Centre Fees

When an employee has worked 3,000 hours, without interruption, consideration for fees will include:

- Time spent training, up to 40 hours per week

Costs which are not intended to be reimbursed:

- Travel to training or testing center
- LOA / Lodging / Meals associated with out of town stay
- Books
- Parking
- Re-write and re-test exams

Employee will be required to reimburse to company if any of the following conditions occur:

- Termination of employment for cause or employee quits within two years of obtaining the certificate;
 - The employee's obligation to reimburse the Employer will be discounted by the time served. For example, an employee leaves one year after obtaining certification, then they are responsible to reimburse 50% of the costs to obtain the certificate
- Layoff will not be cause for reimbursement – employee shall be granted a layoff if less than 20 hours per week for 4 consecutive weeks;
- Laid off employees, who return in less than 90 days, will be subject to repayment obligations as set out herein:
 - Employee will be responsible for prorated costs and such costs will be calculated beginning on the original date the certification was obtained, without extension for the laid off time period.
 - Ex. \$2,000 certification costs, employee leaves one year to the day from course completion, employee is responsible for 50% of costs or \$1,000
- Employee fails to gain certification within two years of course completion
 - Employee is responsible for full reimbursement of the costs
- Employee is not successful in passing CGSB or CEDO course
 - Employee is responsible for full reimbursement of the costs

5. DSP Provisions

The provisions of Articles 9.02, 9.03, 11, 12, 17, 18.04, and 21.02 do not apply to DSP's.

The Employer is authorized to and will deduct such dues and remittances from the DSP invoices and remit them to the Union on their behalf as per Articles 7.01, 16.01 if required and 18.01, 18.02 and 18.03.

DSP's will negotiate their compensation outside of this Collective Agreement.

DSP's will be able to purchase the following items and coverages from the Employer at cost;

- NDE consumables
- Equipment charges
- Insurance
- Health & Welfare Benefits

6. Red Circle

The parties agree that all members included in the bargaining unit as of date of first ratification of this CBA are to be compensated at the rates and premiums they were receiving immediately prior to ratification ("red circle") such that members do not have their rates or premiums reduced as a result of entering or ratifying this CBA.

7. Right of First Refusal

Members that are part of the bargaining unit as of the date of first ratification of this CBA shall have the first right of refusal for any new work that the Employer obtains for the first term of the CBA and subject always to the member being in good standing with the Union and the Employer.

OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS PLAN

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

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74.
- \$100,000.00 AD & D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74.
- dental plan at the latest fee schedule available.
 - Basic services: 100% up to \$2,000 per person annual
 - Major services: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter.
- optical insurance for employee and family.
 - under 21: \$300 per year
 - age 21 and over: \$300 every two years
- extended health coverage for employee and family.
- massage therapy with a limit of \$50/visit.
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of seven hundred dollars (\$700.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization and the seventh (7th) day of illness for a maximum of 26 weeks.
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month), per employee, payable after 26 weeks until age 65.
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS CONTACT INFORMATION

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

WE'RE COMMITTED TO YOU



Positive Work-Life

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



Champions of You

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



Everyday Greatness

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

BakosNDT

1423 70 Ave

Edmonton AB T6P 1N5

T: 780-469-7008

albertandt.com

CLAC MEMBERCENTRE

14920 118 Ave

Edmonton AB T5V 1B8

T: 780-454-6181

TF: 877-863-5154

F: 780-451-3976

edmonton@clac.ca

CLAC MEMBERCENTRE

400 Taiga Nova Cres., Unit 1

Fort McMurray, AB T9K 0T4

T: 780-792-5292

TF: 877-792-5292

F: 780-791-9711

fortmcmurray@clac.ca

CLAC MEMBERCENTRE

3617 63 Ave NE

Calgary, AB T3J 5K1

T: 403-686-0288

TF: 866-686-0288

F: 403-686-0357

calgary@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC TRAINING

1-888-700-7555

CLAC BENEFITS

1-888-600-2522

CLAC JOBS

1-888-942-5627