



CONSTRUCTION / MAINTENANCE / NON-CONSTRUCTION  
ALBERTA & NORTHWEST TERRITORIES

# COLLECTIVE AGREEMENT

BETWEEN

**PYRAMID CORPORATION**

AND

**CONSTRUCTION WORKERS UNION  
(CLAC) LOCAL NO. 63**

AFFILIATED WITH THE

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

**Duration: May 1, 2011 to April 30, 2013**

11365 (09)

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Construction/Maintenance/ Non-Construction  
Alberta & Northwest Territories

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PYRAMID CORPORATION**

(Hereinafter referred to as “the Employer”)

-AND-

**CONSTRUCTION WORKERS UNION  
(CLAC)**

**LOCAL NO. 63**

**Affiliated with the**

**Christian Labour Association of Canada**

(Hereinafter referred to as “the Union”)

**Duration      May 1, 2011 – April 30, 2013**

**ARTICLE 1 PURPOSE**

1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:

- a) to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;

- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees
- d) to establish a just and prompt procedure for the disposition of grievances
- e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 The 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.

## **ARTICLE 2 RECOGNITION**

2.01 The Employer recognizes the Union as the sole agent of all employees in the bargaining unit as defined in Article 2.02 and/or as per the classifications listed in Schedule "A" attached hereto and made part hereof.

2.02 This Agreement covers all employees of the Employer in Alberta and the Northwest Territories when employed in Construction or Maintenance or Non Construction as Electricians, Instrumentation Technicians, Prover Operators, Welders and Truck Drivers and their Apprentices and Foremen, save and except Supervisors, Office staff and Management Personnel.

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

### **ARTICLE 3: MANAGEMENT'S RIGHTS**

3.01 The Management's rights include but are not limited to the following:

- a) the right: to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices to be adhered to by its employees; to discipline and discharge employees for just cause.
- b) the right: to select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit.
- c) the right: to operate and manage the Employer's business in order to satisfy its commitments and responsibilities; the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards; the right to use improved methods, machinery and equipment; the

right to determine the number of employees needed by the Employer at any time, and generally, the right to manage the business of the Employer, and to plan, direct and control the operation of the Employer, without interference.

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

3.03 The Employer may contract out work where:

- a) they do not possess the necessary facilities or equipment;
- b) they do not have and/or cannot acquire the required manpower;
- c) they cannot perform the work in a manner that is competitive in terms of cost, quality or within project time limits.

#### **ARTICLE 4 UNION REPRESENTATION**

4.01 For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- a) Construction:

The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective

Agreement. In general, the number of stewards will not exceed two (2) per project unless the project employs fifty (50) or more bargaining unit employees. In such cases the Union may increase the number of stewards to four (4) per project. The Union will advise the Employer, in writing, of the names of the stewards. Stewards will receive the hourly premium as set out in Schedule "A".

b) Maintenance/Non-Construction:

The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. In general the number of stewards will not exceed one (1) per assignment unless the assignment employs twenty-five (25) or more bargaining unit employees. The Union will advise the Employer, in writing, of the names of the stewards. Stewards will receive the hourly premium as set out in Schedule "A".

c) Duly appointed Representatives of the Christian Labour Association of Canada are representatives of the employees, in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any other rights under this Agreement and under the law. Union stewards will not act in this capacity. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.



4.02 The Union acknowledges that stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Foreman or immediate Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay stewards at their regular hourly rate for time spent attending such duties during their working hours.

4.03 Representatives of the Union will have access to visit project locations during normal working hours subject to the following:

- a) The Union Representative will identify himself to the job Supervisor upon arriving at a job site;
- b) In no case will such representative interfere with the progress of work.

4.04 The Union has the right to appoint a Negotiating Committee. Two (2) employees per one hundred (100) to a maximum of six (6) on the committee will be paid by the Employer to a maximum of twenty (20) hours per employee, at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.

4.05 Union stewards will be laid off or reduced in number in accordance with the completion of the various phases of

each project. The Union will be notified when a steward is laid off.

- 4.06 The Employer may meet periodically with its employee's for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC representative may attend such meetings.
- 4.07 There will be no Union activity during working hours on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

## **ARTICLE 5 STRIKES AND LOCKOUTS**

- 5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, study session, or participate in any stoppage or suspension of work or otherwise restrict or interfere with the Employer's operation through its members.
- 5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees.

## **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 has the right to hire new employees as needed and will give preference to Union members for employment, provided such applicants are qualified to meet the requirement of the job.
- 6.02 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, or as soon as reasonably possible after commencing work, new employees will be referred by the Employer to a CLAC steward or Representative in order to describe the Union's purposes and representation policies to such new employees.
- 6.03 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.
- 6.04 It will be the policy of the Employer to promote from within wherever possible at the Employer's discretion.
- 6.05 New employees will be hired on a 60 working 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 be at the discretion of the Employer.

6.06 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the Employer will not serve a new probationary period.

## **ARTICLE 7 UNION DUES**

7.01 The Employer is authorized to, and will deduct from each employees paycheque, the amount equal to Union dues and where applicable, an amount equal to Union dues arrears and Union Administration dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the twentieth (20<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

7.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

7.03 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, and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.

7.04 The Employer will provide the Union with all necessary information regarding insurance and benefits plans, job classification changes and terminations. The name, address, date of hire, and classification of all employees will be provided to the Union once monthly.

## **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 Schedule "A", 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 shall be settled in accordance with the Arbitration procedure set out in Article 23.

8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this agreement, and the rates for same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and a representative of the Union. If the Employer and the Union are unable to agree upon such wage rates, either party may apply directly for arbitration under Article 23.

### 8.03 Show up Time

An employee who reports for 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 two (2) hours pay at their base hourly rate. The employee will also receive full accommodation allowance if and when applicable.

#### 8.04 Starting Work

An employee who starts work and is prevented from completing their normal work day will receive a minimum of four (4) hours pay, inclusive of any applicable travel time pay, at their prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum will be two (2) hours. The employee will also receive full accommodation allowance if and when applicable.

#### 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 employee in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

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

8.08 If the Employer tenders on jobs which specify certain rate

schedules and conditions, the Employer will advise the Union of the rates and conditions required to be tendered for that particular project.

#### 8.09 Call-Out

In a call-out situation an employee will receive a minimum of two (2) hours of pay at the overtime rate of one and one half (1.5) times the employees base wage rate.

Call-outs on Saturdays, Sundays and Statutory holidays will be a minimum of two (2) hours at one and one half (1%) times the employee's base wage rate.

#### 8.10 On Call Premium

On Call employees will receive thirty-five dollars (\$35.00) per day for being On Call Saturdays, Sundays, and Statutory Holidays as per Article 12.01. On Call is based on a seven (7) day rotation and one employee per site or one employee per trade when operationally required. The designated employee(s) On Call will be responsible to take all calls. If they are unable to respond to any calls, they will follow the protocol as set out by the Employer. If the employee On Call does not perform this duty they will be at risk of losing the premium and be subject to disciplinary action.

## **ARTICLE 9: HOURS OF WORK AND OVERTIME**

9.01 a) The normal workweek will consist of forty (40) hours per week for the various types of work covered by this Agreement.

b) Maintenance/Non-Construction

The Employer and the Union agree that for Plant Operators, flexible work schedules may be agreed to which will vary the number of hours worked in a day or days to be worked in a week, depending on assignment requirements.

9.02 Employees will be paid overtime at the rate of one and one half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Overtime will be paid when an employee is required to work on any regularly scheduled day off.

9.03 When a statutory holiday occurs during the week, overtime will be paid for all hours in excess of thirty-two (32) hours.

9.04 For specific maintenance projects the parties will mutually agree to the work schedule and regular scheduled days off.

9.05 When a scheduled break occurs it will include a Sunday.

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



9.07 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 projects as per the prejob conference as outlined in article 26.

9.08 Nothing in this Agreement will be construed as a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Article 8.

9.09 Breaks and Meal Periods

- a) There will be two (2) breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.
- b) Employees will be given a meal period of one-half (1/2) hour per shift but such period will not be considered as time worked.
- c) Employees shall receive an additional fifteen (15) minute coffee break at the start of every two (2) hours worked beyond ten (10) hours in a day. (A coffee break shall not apply to the meal break at twelve (12) hours).
- d) If employees are not scheduled, but are required to work beyond twelve (12) hours in a day, the Employer will provide a meal period of one half (1/2) hour and a warm meal for the employees; the employee will be required to submit a detailed receipt. Such a period will not be considered as time worked.

9.10 Provided the employee notified 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.

9.11 Sunday will be deemed the first day of the week.

## **ARTICLE 10: LAYOFF PROCEDURE**

10.01 The Employer will give the employee and the steward notice of layoff as per Employment Standards or at a minimum four (4) hours notice or pay in lieu of notice.

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

10.03 The Employer agrees to provide the Union office with the names of employees laid off within a particular pay period, together with the employee's classification.

## **ARTICLE 11: VACATIONS AND VACATION PAY**

11.01 All employees will be entitled to receive an amount equal to six percent (6%) of their total earnings in vacation pay. Total earnings is defined as earnings based on total hours worked.

11.02 Vacation pay and statutory holiday pay will be paid to employees on each payroll and upon termination.

11.03 The Employer will provide vacation leave at the times which were requested by the employee subject to business requirements.

11.04 Employees with more than thirteen thousand five hundred (13,500) hours worked with Pyramid Corporation will be entitled to receive an additional two percent (2%) of their total earnings in vacation pay as per Article 11.01.

11.05 Employees with more than twenty thousand (20,000) hours worked with Pyramid Corporation will be entitled to receive an additional four percent (4%) of their total earnings in vacation pay as per Article 11.01. (Therefore an employee with more than 20,000 hours would receive 10% of their total earnings in vacation pay)

11.06 Employees with more than thirty thousand (30,000) hours worked with Pyramid Corporation will be entitled to receive an additional six percent (6%) of their total earnings in vacation pay as per Article 11.01. (Therefore an employee with more than 30,000 hours would receive 12% of their total earnings in vacation pay)

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

12.01 Employees will be entitled to receive an amount equal to four percent (4%) of their total earnings (total earnings is defined as earnings based on total hours worked) in lieu of the following holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day,

Remembrance Day, Christmas Day, and Boxing Day (\*Aboriginal Day in lieu of Family Day when working in the NWT).

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

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

(Construction 13.01–13.08)

(Maintenance & Non-Construction 13.09 - 13.13)

- 13.01
- a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowance in this article is to provide a fair means of compensating employees for additional travel and accommodation expenses incurred while working on projects located beyond a reasonable distance from their residence.
  - b) For the purposes of this Agreement, the Employer's "Base of Operations" is defined as the centre of Edmonton and Calgary, or the job site.
  - c) There will be a 60 km free travel zone radius established from the Employer's Base of Operations.
  - d) Travel allowances will not be used in computing overtime.
  - e) Health and Welfare premiums of Article 16.01 and RSP

Premiums of Article 17.01 will accrue against all hours worked including travel time. All other Union benefits will not accrue against the first three (3) hours of daily travel time. All Union benefits will not accrue against travel allowance.

- f) Unauthorized personal use of the Employer's vehicles is prohibited.

### 13.02 Edmonton and Calgary Jobs

A sixty kilometre radius free zone from the centres of Edmonton and Calgary is established. No transportation, travel or accommodation allowances will be applicable on projects within this free zone. It is agreed that the area south of Redwater is included in the Edmonton free zone.

### 13.03 Daily Travel

Daily travel allowance will be paid on projects outside of the Edmonton and Calgary free zones, subject to the following conditions:

- a) When an employee is required to travel daily to a project, and their permanent or temporary residence when receiving accommodation allowance is beyond the sixty (60) kilometre radius from the job site;
- b) Where the Employer does not provide transportation;
- c) The daily travel allowance will be paid at twenty-five cents (\$0.25) per kilometre, for total kilometres traveled daily, up to the free zone.

### 13.04 Initial and Return Travel Allowance

Employees assigned to work on a project outside the free zone as described in Article 13.02 and who reside outside the job site free zone established in Article 13.01 (b) & (c) will be paid a travel allowance according to the following:

- a) Travel allowance will be paid for all projects to which an employee is sent at the request of the Employer.
- b) When travel allowance is applicable, the employee will be paid from the Employer's shop or from the employee's home whichever is closer to the jobsite.
- c) Employees referred to work on a project and who are required to be away from their normal place of residence will be paid a travel allowance at the start and at the end of a project and again if the employees are laid off and recalled to the same project. Travel allowance amounts are as outlined in Article's 13.01 and 13.02 and subject to the pre-job agreement. Employees who quit the job within twenty-one (21) days or are terminated for just cause will not be entitled to travel allowance.
- d) On projects where the employee is employed longer than three (3) months, the employee will receive an additional travel allowance equal to the initial travel allowance at the three month marks.
- e) Employees will receive the allowance set out above, in 13.04(d) unless the Employer provides the employee with transportation to the job site and back for each turnaround.

### 13.05 Transfers of Personnel and Equipment

- a) On all projects, regardless of accessibility or isolation, where an employee transports an Employer's vehicle to the job, such employee will be paid a flat rate per hour of travel equivalent to the employees base wage rate for actual time traveled. Such employees will not receive duplicating travel allowances. This clause refers to situations where an employee is required to bring a vehicle to a site, not the driver of Employer supplied transportation for transporting employees.
- b) Stipulated rates of pay will be paid when employees transfer directly from one project to another.

### 13.06 Accommodation Allowance

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay a daily accommodation allowance of ninety dollars (\$90.00) per day worked, unless otherwise agreed to by the parties.

Alternately, the Employer may provide accommodation for an employee. Accommodation allowance per day may be changed subject to agreement by the Employer and Union, based on area and seasonal costs and based on two (2) employees per room.

In the event that the employer supplies accommodation instead of accommodation allowance, lodging will be based on two (2) employees per room and forty-five dollars (\$45.00) per day per employee for food. The

Employer and the Union may agree to reasonable partial accommodation allowances where the employee elects to commute to their place of residence or supplies their own living accommodation.

Allowance will not be paid for any day on which an employee does not work of their own accord for reason other than job related accident.

- b) Accommodation allowance will be paid subject to the following conditions:
  - i) Accommodation allowance begins when an employee reports for their first scheduled shift.
  - ii) Accommodation allowance will be paid for all work days and all reporting days.
  - iii) On projects where a sleeping camp is being supplied for use by the employees, a reasonable partial accommodation allowance will be paid to employees making use of the camp, as determined between the Employer and the Union.

13.07 For selected projects with peculiar geographic circumstances, the Employer may establish alternative or amended policies for premiums, transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the project and will require the mutual agreement of the Employer and the Union as per the pre job conference as outlined in article 26.



### 13.08 Turnarounds

During the course of a project the work schedule may provide for turnaround periods to allow employees reasonable time off. This time and cost reimbursement will be subject to agreement by the Employer and Union.

### 13.09 Transportation, Travel & Accommodation

(Maintenance & Non-Construction 13.09-13.13)

- a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowance in this article is to provide a fair means of compensating employees for additional travel and accommodation expenses incurred while working on assignments located beyond a reasonable distance from their residence.

Travel time is defined as the time traveled from the Employer's shop to the first jobsite, and the time traveled from the last jobsite back to the Employer's shop.

- b) For the purposes of this Agreement, the Employer's "Base of Operations" is the Employer's shop, jobsite and/or assignment.
- c) Travel allowances will not be used in computing overtime.
- d) Health and Welfare premiums of Article 16.01 and RSP Premiums of Article 17.01 will accrue against all hours worked including travel time. All other Union benefits will not accrue against the first three (3) hours of daily

travel time. All Union benefits will not accrue against travel allowance.

- e) Unauthorized personal use of the Employer's vehicle is prohibited.

### 13.10 Travel Time

- a) The employees will be paid from the time they leave the shop to the time they get back to the shop. Where the Employer requires the employee to leave from their permanent or temporary residence they will be paid from the time they leave such residence until the time they return.
- b) If necessary travel may be amended for a particular project and/or client. Such amendment will be mutually agreed to between the Employer, union and union steward. When an amendment is necessary the union will be informed as soon as possible.

### 13.11 Accommodation Allowance

- a) Whenever employees covered by this Agreement are required by the Employer to be away from their normal place of residence overnight, the Employer agrees to pay a daily accommodation allowance of ninety dollars (\$90.00) per day worked, unless otherwise agreed to by the parties.

Alternately, the Employer may provide accommodation for an employee. Accommodation allowance per day may be changed subject to agreement by the Employer and Union, based on area and seasonal costs and

based on two (2) employees per room.

In the event that the Employer supplies accommodation instead of accommodation allowance, lodging will be based on two (2) employees per room and forty-five dollars (\$45.00) per day per employee for food. The Employer and the Union may agree to reasonable partial accommodation allowances where the employee elects to commute to their place of residence or supplies their own living accommodation.

Accommodation allowance will not be paid for any day on which an employee does not work of their own accord for reason other than job related accident.

- b) Accommodation allowance will be paid subject to the following conditions:
  - i) Accommodation allowance begins when an employee reports for their first scheduled shift.
  - ii) Accommodation allowance will be paid for all work days and all reporting days.
  - iii) On assignments where a sleeping camp is being supplied for use by the employees, a reasonable partial accommodation allowance will be paid to employees making use of the camp, as determined between the Employer and the Union.

13.12 For selected assignments with peculiar geographic circumstances, the Employer may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will

be established for the duration of the assignment and will require the mutual agreement of the Employer and the Union as per the pre job conference as outlined in article 26.

### 13.13 Transfers

When an employee is transferred between area offices such employee will receive the accommodation allowance as per Article 13.11 and the employer will supply transportation between the offices.

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

14.01 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 improved labour/management relations:

- a) the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving towards efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;
- c) the enterprise requires authority relationships under a strong central leadership of management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while

leadership without labour can do nothing, labour without management cannot survive.

14.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting will serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion will include but not be limited to:

- i) safety measures;
- ii) matters that affect the working conditions of the employees;
- iii) training and promotion;
- iv) hiring policies;
- v) discipline and discharge policies;
- vi) outstanding grievances.

b) The Employer and the Union will each appoint representatives to the Union-Management Committee. The minutes will record the business of each meeting, a copy of which will be mailed to the Union's provincial office.

14.03 A committee member, attending the Union-Management meetings during regular working hours, will be entitled to their regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty-five dollars (\$25.00) to a committee member for each meeting attended.

14.04 The Employer may meet periodically with its employees for the purpose of discussing any matter of mutual interest or concern to the Employer, the Union and the employees.

14.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

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

15.01 When necessary a committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.

- 15.02 a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites during the hours of their employment.
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its members.
- c) It is the intent of the parties to have working conditions that are safe and healthy beyond the minimum hazards inherent to the operation of the process in question.

15.03 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

15.04 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's condition require a move to a different hospital, the employer will provide transportation to the nearest appropriate facility, considering the employee's home location, at no cost to the employee.

15.05 Following a serious accident or an incident which could have resulted in a serious accident the Health and Safety Committee will convene as soon as possible to investigate and report to the Union and the Employer.

#### 15.06 Light Duty

If an employee is injured on the job and requires medical attention, the employee is entitled to Light Duty Work and they will inform the attending Physician of the same.

The Employer will inform the Physician of the types of light duty work available to the employee and will make the same available to the employee with the Physician's approval.

#### 15.07 Safety Meetings

All employees will be paid one (1) hour at straight time to attend safety meetings. Such meetings will be held either immediately before or after the work day.

15.08 The parties recognize the need for a safe workplace free from the effects 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 COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), Canadian Model Version 2 October 1, 2010, as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.

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

16.01 The Employer agrees to pay the amount as set out in Schedule "A" for all hours worked and travel time hours for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.

16.02a) Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

b) It is the responsibility of each employee to be familiar with the specific details of coverage, (outlined in Schedule "B") and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.



16.03 Health and Welfare (H & W) premiums will be reviewed during October of each year with a November 1 implementation date for any new rate. These reviews are subject to the processes set out in Article 22 and 23; with the specific intent of this agreement to provide 100% employer provided benefits.

## **ARTICLE 17: RETIREMENT SAVINGS PLAN (RSP) AND PENSION PLANS**

17.01 a) The Employer agrees to contribute four percent (4%) of the employees base hourly rate as set out in Schedule "A for all hours worked and travel time hours toward each employee's participation in the RSP administered by the CLAC Health and Welfare Trust Fund.

b) An account will be opened in the employee's name by the CLAC Health and Welfare Trust Fund as soon as possible following the receipt of one (1) month's contributions and will be deposited in the same manner subject only to the rules established by the Trust Fund's Board of Trustees. All monies deposited in the employees account will remain the property of the employee subject only to the rules governing RSP and Benefit Plans.

c) Matching RSP

The Employer will match an additional one percent (1%) when the employee contributes one percent (1%) to the same RSP. The employee must have thirteen thousand five hundred (13,500) hours of employment

with Pyramid Corporation before they are eligible to participate in this matching RSP

17.02 The Employer's contribution to the CLAC Health and Welfare Trust Fund will be non-refundable, and when deposited will be vested in the employee on whose behalf the deposit was made, in accordance with the terms of the RSP.

17.03 Withdrawal of funds and payouts from the RSP will be subject to law and the terms of the Plan.

17.04 Employees on whose behalf contributions and deposits are made will receive quarterly statements from the financial institution where the deposits are made, mailed to the employee's last address on record with the CLAC Health and Welfare Trust Fund Administrator.

#### 17.05 Pension

a) The Employer agrees to contribute the pension amount set out in Schedule "A" to the CLAC Pension Plan ("Pension Plan"), governed by the CLAC Pension Plan Board of Trustees, for each employee, for all hours worked.

b) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594.

c) The Employer agrees to deduct, by way of payroll deduction, voluntary employee pension contributions. A request for such deductions shall be submitted to the Employer on a form provided by the Pension Plan and a

copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.

- d) Employer and employee voluntary contributions will be recorded separately on the remittance.
- e) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions outlined in Schedule "A" will be paid to that employee on each paycheque. This payment, in-lieu of pension contributions, will not be less than the amount that employee would have received if he/she were still contributing to the Pension Plan.
- f) In the event that a remittance has not been received by the Union by the date set out in Article 25, the Employer is responsible to compensate the Pension Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.
- g) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

## **ARTICLE 18: EDUCATION AND TRAINING FUND**

18.01 The Employer agrees to contribute an amount for all hours worked by all employees as defined in Schedule "A" toward the Union Education Fund.

18.02 CLAC Alberta Training Trust Fund

The Employer agrees to contribute an amount as set out in Schedule "A" per hour to the CLAC Alberta Training Trust Fund, for all hours worked by all employees. The use of these funds will be governed by the policies of the Training Trust Fund and its trustees.

18.03 Specialized Training Fund

The Employer agrees to contribute an amount as set out in Schedule "A" per hour to the Union's Pyramid Corporation Specialized Training Fund for all hours worked by all employees. The use of this fund will be determined by the Employer and the Union, however, the Employer will have the final say if no agreement can be reached. All contributions to the Pyramid's Specialized Training Fund will be remitted to the Union's Edmonton office

**ARTICLE 19 TOOLS**

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

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

19.03 A tool list will be established by mutual agreement between the Employer and the Union for each trade.

19.04 All equipment supplied to the employee will remain the property of the Employer. Any worn out equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer equipment and will reimburse the Employer for the cost of such replacement items. Such reimbursement will be subject to mutual agreement between the Union and the Employer and the employee and will be put in writing. Upon termination of the employment of the employee any outstanding amounts may be deducted from the employee's final paycheque.

## **ARTICLE 20 PROTECTIVE EQUIPMENT**

20.01 All employees will wear safety hats to be made available by the Employer.

20.02 All employees will wear safety shoes where required, furnished by the employee.

20.03 The Employer will furnish employees with safety equipment including UV rated, adjustable safety glasses, cut-resistant gloves, specialty protective clothing if and when required (excluding arc resistant/fire retardant coveralls). Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of

Employer furnished items and will reimburse the Employer for the cost of such replacement items. Such reimbursement will be subject to mutual agreement between the Union and Employer and the employee and will be put in writing. Upon termination of the employment of the employee any outstanding amounts may be deducted from the employee's final paycheque.

20.04 All employees will receive an amount as defined in Schedule "A" for all hours worked as a clothing/tool allowance.

20.05 The Employer and employee will share equally the cost of noise protection and rain gear. The cost of noise gear will be set at thirty dollars (\$30.00) total, and the cost of rain gear will be set at fifty dollars (\$50.00) total. The total cost will be shared equally.

The parties agree that the cost and quality of such equipment will be reviewed annually. Such equipment will become the property of the employee.

#### 20.06 Prescription Safety Eyewear

The Employer agrees to reimburse any employee 50 percent (50%) of the cost (up to a maximum reimbursement of two hundred dollars (\$200.00)) for prescription safety eyewear subject to the following criteria. The employee will be eligible after two (2) years of employment and every subsequent two (2) years thereafter. In the case of a break in employment of more than six (6) months or where the employee quits the time requirements will have to be re-served.

Should an individual elect to have corrective laser eye surgery, they are eligible to receive a one time payment of two hundred dollars (\$200.00) subject to the above mentioned criteria.

## **ARTICLE 21: LEAVES OF ABSENCE AND BEREAVEMENT** **PAY**

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

- a) Marriage of the employee;
- b) Sickness of the employee or employee's immediate family;
- c) Birth or adoption of the employees own child;
- d) Union activity other than the establishment of this agreement;
- e) Death of a family member not outlined in Article 21.02;
- f) Job related training;
- g) Other personal reasons as approved by the Employer.

21.02 An employee will be granted three (3) days leave of absence with pay, at their regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's immediate family, i.e. husband, wife, including common-law spouses, father, mother, brother, sister, son, daughter, legal guardian, mother-in-law or father-in-law, grandfather, grandmother, grandson or granddaughter. Further time off without pay may be taken by mutual agreement between the employee and the Employer.

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

## **ARTICLE 22: GRIEVANCE PROCEDURE**

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

22.02 “Grievance” will mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretations, application, administration or alleged violation of this Agreement.

A “Group Grievance” is defined as a single grievance, signed by a Steward or a CLAC 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.

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

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

22.03 All the time limits referred to in the grievance procedure



herein contained will be deemed to mean “work days”. A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect:. However, either party may at any time unilaterally declare that the time limits are in effect. From the date of that unilateral declaration the time limits will come into effect at the last step filed by either party.

22.04 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. This limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement. If the Employer does consider to process a grievance which has been presented late, the Employer will be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No employee will have a grievance until they have discussed their complaint with their Superintendent. If the employee’s Superintendent does not promptly settle the matter to the employee’s satisfaction the 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 designated Employer representative by a Steward or a CLAC Representative. The designated Employer representative will notify the Union representative of their decision in writing not later than five (5) work days following the day upon which the grievance was submitted. The grievance referred to above will identify:

- a) the facts giving rise to the grievance;
  - b) the section or sections of the Agreement claimed violated;
  - c) the relief requested.
- and will be signed by the employee or employees involved.

## Step 2

If the grievance is not settled in Step 1, a CLAC representative will within five (5) 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 CLAC representative together with the grievor involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) work days of the presentation of the written grievance to the designated Employer representative. The Employer will notify the Steward or CLAC Representative of their decision in writing within five (5) work days of such meeting.

### Step 3

In the event that the grievance is not settled at Step 2 the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) 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 Steward or CLAC Representative but not thereafter.

### 22.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance must 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 3 of Article 22.05 hereof. The Employer or the Union, as the case may be, will give its written decision within five (5) work days after such meeting has been held.

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.

If the Employer is not advised of the Union's intention to proceed to arbitration within five (5) work days, the Employer will not be liable for any damages during the foregoing fifteen (15) work day period.

The provisions of this paragraph 22.06 will not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Articles 22.04 and 22.05 hereof will not thereby be bypassed.

### **ARTICLE 23: ARBITRATION**

23.01 If a notice of desire to arbitrate is served, the two parties will each nominate an arbitrator within seven days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed will attempt to select, by agreement, a Chairman. If they are unable to agree upon a Chairman within seven days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.

23.02 No person may be appointed as Chairman 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 Chairman of the Arbitration Board governs.

23.04 Notices of desire to arbitrate and of nominations of an arbitrator will be served personally or by registered mail. If served by registered mail, the date of mailing will 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 his/her decision will be final and binding upon both parties.

23.06 It is agreed that the Arbitration Board will have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

23.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.

23.08 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 will 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 Chairman of the Arbitration Board.

23.10 The Board of Arbitration will not be authorized to make any decisions inconsistent with the provisions of this

Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof

23.11 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 Progressive Discipline**

Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance issue or opportunity for improvement exists. The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations. Progressive discipline is most successful when it assists an individual to become an effectively performing member of the organization.

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

24.02 A verbal warning is the first disciplinary step to encourage corrective behavior. A verbal warning should be recorded in writing.

24.03 A job 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 may choose another employee to be present.

24.04 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.

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

- i) The refusal by an employee to abide by Safety Regulations;
- ii) The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- iii) The refusal by the employee to abide by the requirements of the Employer's clients; or
- iv) The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

24.06 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, bypassing the grievance procedure.

24.07 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 for dues, as outlined in 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 Article 7, 16, 17 and 18, each month, by the twentieth (20<sup>th</sup>) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

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



correct this error.

- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance, 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, the Health and Welfare plan, the RSP plan and the Pension plan, excluding any costs the Employer incurs defending such claims.
- 25.06 The Employer will, and will be deemed to, keep all Union dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union office. 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 office for Union dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

## **ARTICLE 26: COLLECTIVE AGREEMENT AMENDMENTS**

26.01 It is understood and agreed that the wage rates and other provisions set out in this agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects to enable the Employer to compete with non-union competition and/or with other specific union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

### **Pre-Job Conferences**

- a) The Employer will notify the union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.
  
- b) A copy of the pre-job conference report will be provided to the Employer, the Union and the job steward(s). A copy will also be posted on the bulletin board(s) at the jobsite.

## **ARTICLE 27: DURATION**

- 27.01 This Agreement will be effective on the first (1<sup>st</sup>) day of May, two thousand and eleven (2011) and will remain in effect until the thirtieth (30<sup>th</sup>) day of April two thousand and thirteen (2013), and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.
- 27.02 Should negotiations not be completed prior to the expiration date of this Agreement, all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement.
- 27.03 Until a new agreement has been concluded, all provisions in this Collective Agreement will remain in full force and effect.
- 27.04 Should either the Employer or Union request a review of wages or other monetary terms during the term of this Agreement, representatives of the Union and the Employer will meet to discuss the proposal. If agreement is reached by representatives of the Union and the Employer, such amendments will be signed by the representatives and without further approval, such amendments will be effective as specified by the representatives and will be included in a letter of understanding to be attached to this Agreement.

DATED at Edmonton, Alberta, this 25<sup>th</sup> day of July, 2011.

**Signed on behalf of:  
PYRAMID CORPORATION**

**Signed on behalf of:  
CONSTRUCTION  
WORKERS UNION (CLAC),  
LOCAL NO. 63**  
Affiliated with the Christian  
Labour Association of Canada

Per 

Per 

Per   
Authorized Representative

Per   
Authorized Representative

**Schedule "A1"**  
**Construction/Maintenance/Non-Construction**  
**Classification/Hourly Rates Conditions**  
**Effective as of June 19, 2011**

Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total
			H &W	RSP 4%	Pension 2%	Clothing / Tool Allowance	EF	TTF	PTF	
Field Electrician	\$37.25	\$3.73	\$1.50	\$1.49	\$0.75	\$0.30	\$0.08	\$0.10	\$0.10	\$45.30
Panel Shop Electrician	\$33.75	\$3.38	\$1.50	\$1.35	\$0.68	\$0.30	\$0.08	\$0.10	\$0.10	\$41.24
Field Instrument Technician	\$37.25	\$3.73	\$1.50	\$1.49	\$0.75	\$0.30	\$0.08	\$0.10	\$0.10	\$45.30
Panel Shop Instrument Technician	\$33.75	\$3.38	\$1.50	\$1.35	\$0.68	\$0.30	\$0.08	\$0.10	\$0.10	\$41.24
Prover Operator 4	\$33.53	\$3.35	\$1.50	\$1.34	\$0.67	\$0.30	\$0.08	\$0.10	\$0.10	\$40.97
Prover Operator 3	\$29.80	\$2.98	\$1.50	\$1.19	\$0.60	\$0.30	\$0.08	\$0.10	\$0.10	\$36.65
Prover Operator 2	\$26.08	\$2.61	\$1.50	\$1.04	\$0.52	\$0.30	\$0.08	\$0.10	\$0.10	\$32.33
Prover Operator 1	\$22.35	\$2.24	\$1.50	\$0.89	\$0.45	\$0.30	\$0.08	\$0.10	\$0.10	\$28.01
Welder (Journeyman)	\$37.25	\$3.73	\$1.50	\$1.49	\$0.75	\$0.30	\$0.08	\$0.10	\$0.10	\$45.30

**Schedule "A2"**  
**Wood Buffalo MD**  
**Construction/Maintenance/Non-Construction**  
**Classification/Hourly Rates Conditions**  
**Effective as of June 19, 2011**

Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total
			H &W	RSP 4%	Pension 2%	Clothing / Tool Allowance	EF	TTF	PTF	
Field Electrician	\$40.24	\$4.02	\$1.50	\$1.61	\$0.80	\$0.30	\$0.08	\$0.10	\$0.10	\$48.75
Field Instrument Technician	\$40.24	\$4.02	\$1.50	\$1.61	\$0.80	\$0.30	\$0.08	\$0.10	\$0.10	\$48.75
Prover Operator 4	\$36.22	\$3.62	\$1.50	\$1.45	\$0.72	\$0.30	\$0.08	\$0.10	\$0.10	\$44.09
Prover Operator 3	\$32.19	\$3.22	\$1.50	\$1.29	\$0.64	\$0.30	\$0.08	\$0.10	\$0.10	\$39.42
Prover Operator 2	\$28.17	\$2.82	\$1.50	\$1.13	\$0.56	\$0.30	\$0.08	\$0.10	\$0.10	\$34.76
Prover Operator 1	\$24.14	\$2.41	\$1.50	\$0.97	\$0.48	\$0.30	\$0.08	\$0.10	\$0.10	\$30.08
Welder (Journeyman)	\$40.24	\$4.02	\$1.50	\$1.61	\$0.80	\$0.30	\$0.08	\$0.10	\$0.10	\$48.75

**Schedule "A3"**  
**Construction/Maintenance/Non-Construction**  
**Classification/Hourly Rates Conditions**  
**Effective as of April 29, 2012**

Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total
			H &W	RSP 4%	Pension 2%	Clothing / Tool Allowance	EF	TTF	PTF	
Field Electrician	\$38.00	\$3.80	\$1.50	\$1.52	\$0.76	\$0.30	\$0.08	\$0.10	\$0.10	\$46.16
Panel Shop Electrician	\$34.43	\$3.44	\$1.50	\$1.38	\$0.69	\$0.30	\$0.08	\$0.10	\$0.10	\$42.02
Field Instrument Technician	\$38.00	\$3.80	\$1.50	\$1.52	\$0.76	\$0.30	\$0.08	\$0.10	\$0.10	\$46.16
Panel Shop Instrument Technician	\$34.43	\$3.44	\$1.50	\$1.38	\$0.69	\$0.30	\$0.08	\$0.10	\$0.10	\$42.02
Prover Operator 4	\$34.20	\$3.42	\$1.50	\$1.37	\$0.68	\$0.30	\$0.08	\$0.10	\$0.10	\$41.75
Prover Operator 3	\$30.40	\$3.04	\$1.50	\$1.22	\$0.61	\$0.30	\$0.08	\$0.10	\$0.10	\$37.35
Prover Operator 2	\$26.60	\$2.66	\$1.50	\$1.06	\$0.53	\$0.30	\$0.08	\$0.10	\$0.10	\$32.93
Prover Operator 1	\$22.80	\$2.28	\$1.50	\$0.91	\$0.46	\$0.30	\$0.08	\$0.10	\$0.10	\$28.53
Welder (Journeyman)	\$38.00	\$3.80	\$1.50	\$1.52	\$0.76	\$0.30	\$0.08	\$0.10	\$0.10	\$46.16

**Schedule "A4"**  
**Wood Buffalo MD**  
**Construction/Maintenance/Non-Construction**  
**Classification/Hourly Rates Conditions**  
**Effective as of April 29, 2012**

Classification	Base Wage	Vac Stat 10%	Employer Contributions							Total
			H &W	RSP 4%	Pension 2%	Clothing / Tool Allowance	EF	TTF	PTF	
Field Electrician	\$41.04	\$4.10	\$1.50	\$1.64	\$0.82	\$0.30	\$0.08	\$0.10	\$0.10	\$49.68
Field Instrument Technician	\$41.04	\$4.10	\$1.50	\$1.64	\$0.82	\$0.30	\$0.08	\$0.10	\$0.10	\$49.68
Prover Operator 4	\$36.94	\$3.69	\$1.50	\$1.48	\$0.74	\$0.30	\$0.08	\$0.10	\$0.10	\$44.93
Prover Operator 3	\$32.83	\$3.28	\$1.50	\$1.31	\$0.66	\$0.30	\$0.08	\$0.10	\$0.10	\$40.16
Prover Operator 2	\$28.73	\$2.87	\$1.50	\$1.15	\$0.57	\$0.30	\$0.08	\$0.10	\$0.10	\$35.40
Prover Operator 1	\$24.62	\$2.46	\$1.50	\$0.98	\$0.49	\$0.30	\$0.08	\$0.10	\$0.10	\$30.63
Welder (Journeyman)	\$41.04	\$4.10	\$1.50	\$1.64	\$0.82	\$0.30	\$0.08	\$0.10	\$0.10	\$49.68

### Notes to Schedule "A"

1. Apprentices: Will be paid in accordance with the current apprenticeship regulations

#### Prover Operator base wage rate:

Prover Operator 4 90% of the Field Instrument Technician.  
Prover Operator 3 80% of the Field Instrument Technician  
Prover Operator 2 70% of the Field Instrument Technician  
Prover Operator 1 60% of the Field Instrument Technician

2. The following premiums will be added to the base wage rate and will affect RSP, Overtime and Vacation/Stat pay:

Leadhand Premium: \$2.00/hour to be added to the base wage rate.

Foreman Premium: \$4.00/hour to be added to the base wage rate.

Dual Ticket: \$4.00 to be added to the base wage rate when the employee is required to perform both duties or hired with that intent.

Steward Premium: \$0.75/ hour  
\$1.25/ hour after completion of Toolbox #3

The following premium is to be paid per hour but is not subject to RSP, Overtime Rollups or Vacation/Stat pay:

Shift Differential: \$2.00 per hour for all hours worked when the majority of scheduled hours fall between 18:00 hours and 06:00 hours.

3. Wood Buffalo Municipal District Rate

An employee must work within the district for two (2) or more consecutive days in order to qualify for this rate; those who do qualify will receive this rate from the first day. Such rate will only apply to hours worked within the district.



## OUTLINE OF INSURANCE PLAN COVERAGE FOR GOLD PLUS Enhanced

(This schedule does not form part of the collective agreement. It is for information only).

- \$60,000.00 life insurance per employee;
- \$60,000.00 A.D. &D. per employee;
- dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$2,000 per person annual
  - Comprehensive: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial pharmlcare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - over 21: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;

- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of six hundred dollars (\$600.00) 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 \$2,700.00 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

CLAC WESTERN BENEFIT OFFICE <a href="http://www.clac.ca">www.clac.ca</a>	1-888-600-2522
GROUP RETIREMENT SERVICES (RSP) <a href="http://www.grsaccess.com">www.grsaccess.com</a>	1-800-724-3402
SUN LIFE <a href="http://www.sunlife.ca/member">www.sunlife.ca/member</a>	1-800-661-7334
CERIDIAN	1-866-714-3129

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