

**CONSTRUCTION, MAINTENANCE AND
NON-CONSTRUCTION - ALBERTA**

COLLECTIVE AGREEMENT

BETWEEN

BRAND

AND

CLAC

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

November 1, 2012 to January 31, 2015

This printing is for information purposes only. Original signed documents
are on file at the Calgary CLAC office.

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COLLECTIVE AGREEMENT

BETWEEN:

BRAND ENERGY SOLUTIONS (CANADA) LTD.

("the Employer")

-and-

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

**Affiliated with the
Christian Labour Association of Canada
("the Union")**

Duration: November 1, 2012 to January 31, 2015

ARTICLE 1 - PURPOSE

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

- a) To recognize mutually the respective rights, responsibilities and functions of the parties;
- b) To provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits as set forth in this agreement;
- c) To establish an equitable system for the promotion, discipline, transfer, layoff and recall of employees;
- d) To establish a just and prompt procedure for the disposition of grievances; 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/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 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, in bad faith, or that violates applicable human rights legislation.

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 the following Alberta Labour Relations Board (“ALRB”) certificates covering:

- 48-2011 General Construction Carpenters
- 115-2011 All Maintenance Carpenters
- 138-2011 All employees except office, clerical, maintenance and construction personnel.

The Employer further recognizes the Union as the sole and exclusive bargaining agent of all other employees in the bargaining unit working in the Province of Alberta, and as defined in Article 2.02 and/or classified in Schedule “A” and/or “B” as appropriate to the work attached hereto and made part hereof.

- 2.02 This Agreement covers all employees of the Employer when employed in construction, maintenance and non-construction as journeyperson Carpenters and Scaffolders, and their Apprentices their Foreman and their General Foreman, save and except Supervisory, Managerial and Clerical Personal.
- 2.03 There will be no revision, amendment, or alteration of the bargaining unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the parties, with the exception that the scope of this Agreement will also automatically apply to employees employed in other trades from and after the day that certification is obtained by the Union for that trade from the ALRB. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

ARTICLE 3 - MANAGEMENT'S RIGHTS

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

- a) 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) 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; and
- c) 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, starting and quitting times, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

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

3.03 The Employer may only contract out work where:

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

3.04 The Employer will discuss with the Union, at the pre-job conference the portion, or portions of the project that the Employer wishes to sub-contract and the subcontractors to be hired to do such work.

3.05 The Employer may meet periodically with their employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Representative may attend such meetings.

ARTICLE 4 - UNION REPRESENTATION

4.01 Stewards

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

- a) The Union has the right to select or appoint Union stewards (“Stewards”) to assist the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and

administer the Collective Agreement.

In general, the number of stewards will be determined as deemed necessary between the Union and the Employer based on the following guidelines:

- i) one steward for each site of ten (10) or more employees;
 - ii) when there are fifty (50) or less employees at one site - one (1) steward;
 - iii) over fifty (50) employees, but less than one hundred (100) - two (2) stewards;
 - iv) for every hundred (100) employees beyond one hundred (100) – at least one (1) additional steward. More stewards may be added by mutual agreement.
- b) Stewards will receive the hourly premium as set out in Schedule “A”. The Union will advise the Employer, in writing, the name(s) of the duly appointed steward(s).
 - c) 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.
 - d) 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 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.

- e) A Steward will be given the opportunity to address all new employees during their site orientation session, for the purpose of introducing themselves and the Union and providing the employees with Union information that pertains to them.

4.02 Representatives

- a) Duly appointed Representatives of the Union (“Representatives”) are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Representatives of the Union will have access to visit job sites or fabricating shops during normal working hours subject to the following:
 - i) The Representatives will identify themselves to the appropriate management personnel upon arriving

at a job site;

- ii) The Representatives will not interfere with the progress of work.

4.04 The Union

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

4.05 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. The Committee will consist of up to four (4) employees representing the membership at the time of bargaining. Committee members will be paid by the Employer to a maximum of 40 hours per member. Should the Union desire to have more committee members or should the negotiations go beyond the allocated 40 hours, such additional employees and payments must be agreed upon by the Employer. Employees will be paid 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.

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 its members.

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

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to qualified union members who are able to meet the requirements of the job. The Employer will submit the names, social insurance numbers and classifications of all requested employees to the Union office in Edmonton for approval by the Union. The Employer will ensure that this is accomplished prior to commencement of employment. If the Union is not able to refer qualified employees required by the Employer, the Employer will be able to hire from outside the Union membership, provided however, that such employees must nevertheless obtain a union dispatch slip and provide it to the Employer before commencing work. The Union agrees to promptly process dispatch slip requests and they will not be unreasonably withheld.

6.02 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 6.01, 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 Union steward or Representative in order to describe the Union's purpose 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 New employees will be hired on a three (3) calendar month probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration. Should a probationary employee object to the discharge or layoff of that employee, the matter will be referred to a Joint Discipline Review Committee which will be made up of representative(s) from both the Union and the Employer. In the event that the committee cannot come to a consensus, the deciding word resides with the Employer.
- 6.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 6.06 Employees rehired within six (6) months of layoff will not re-serve a new probationary period.
- 6.07 Employees laid off for a period longer than six (6) calendar months and recalled by the employer will serve a new probationary period.
- 6.08 An employee who quits or is terminated for just cause and is rehired will serve a new probation period.

ARTICLE 7 - UNION DUES

- 7.01 The Employer is authorized to and will deduct from each employee's paycheque the amount equal to Union dues and where applicable, an amount equal to Union dues arrears, Administration dues and Permit dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the fifteenth (15th) 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 Union dues, Administration dues and Permit 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 benefit plans, job classification changes and terminations. The name, address, date of hire, and classification of new employees will be provided to the Union once monthly.

ARTICLE 8 - WAGE & AREA RATES OF PAY

8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A" and "B", as appropriate to the work. The Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement. If there is a dispute the matter will be settled in accordance with the arbitration procedure set out in Article 23.

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

8.03 Show Up Time

- a) An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at their prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.
- b) In the case of a camp, proper notification is at breakfast time and such notices are to be posted on the kitchen bulletin board.

8.04 Starting Work

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

8.05 Call-Back

An employee who is called back to work in the same day 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 effected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

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

ARTICLE 9 - HOURS OF WORK & OVERTIME

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

- 9.02 The Union and the Employer may agree to enact a compressed work week for certain projects. The compressed work week will consist of four (4) consecutive ten (10) hour days. Daily over time will be after ten (10) hours per day and weekly over time will be after forty (40) hours per week.
- 9.03 Employees will be paid overtime at the rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.
- 9.04 On any project with an established shift, overtime will be paid when an employee is required to work on any regularly scheduled day off.
- 9.05 Overtime will be paid for all hours worked on Statutory Holidays.
- 9.06 When a statutory holiday as outlined in Article 12.01 occurs during the calendar week, overtime will be paid for all regular straight time hours in excess of thirty-two (32) hours or thirty (30) hours in the case of a compressed work week..
- 9.07 When a scheduled break occurs it will include a Sunday whenever possible.
- 9.08 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.
- 9.09 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) 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.
- b) Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked.
- c) Employees will receive a fifteen (15) minute coffee 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 coffee break will not apply to the meal break at twelve (12) hours).
- d) Employees who work beyond twelve (12) hours in a day will be provided with an additional one half (1/2) hour meal period paid at their wage rate and a meal will be provided by the Employer.
- d) Break times may be altered by mutual agreement between the Employer and the Union. An example of alternative break schedule may include combining two

(2) coffee breaks of fifteen (15) minutes duration into one (1) break of thirty (30) minutes duration. Employee input will be considered, and any changes will be noted in a pre-job agreement.

9.10 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

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

ARTICLE 10 - LAY-OFF PROCEDURE

10.01 The Employer will give the employee and the job steward four (4) hours notice of lay-off. Four (4) hours pay may be given in lieu of notice.

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

10.03 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the lay-off occurred, together with the employee's classification and latest available phone number.

10.04 The Employer agrees that when an employee is laid off while at home on scheduled days off, the employee will receive four (4) hours pay. 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 & VACATION PAY

- 11.01 All employees will be entitled to receive an amount equal to six (6%) percent of their gross earnings in vacation pay.
- 11.02 Vacation Pay will be paid to employees on each paycheque.
- 11.03 The Employer will consider vacations at the times requested considering business requirements.

ARTICLE 12 - GENERAL HOLIDAYS & HOLIDAY PAY

- 12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their gross earnings in lieu of the following general 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 or any further days proclaimed by the Federal or Provincial Government.
- 12.02 Employees required to work on one of the above general holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.

12.03 Holiday Pay will be paid to employees on each paycheque.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACOMMODATION

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) For the purposes of this Agreement, the Employer's base of operations is the centre of Edmonton, Calgary, or the job site. The base of operation will be determined at the pre-job conference.

13.02 Travel and Accommodation Zones

Transportation and accommodation zones with radius of fifty-five (55) and eighty (80) kilometres are established from the Employer's base of operations.

13.03 Daily Travel

- a) For projects whose base of operations is defined as Calgary or Edmonton no daily travel allowance will be paid.
- b) There is no daily travel allowance within the fifty-five

(55) kilometer zone.

- c) For daily travel outside the fifty-five (55) kilometre radius, but within the eighty (80) kilometre radius, employees not receiving accommodation allowance will receive payment of an amount as set out in Schedule “A” per kilometre from their permanent residence to the fifty-five (55) kilometre radius and back to the employee’s permanent residence.
- d) There will only be daily travel beyond the eighty (80) kilometre radius upon the mutual agreement of the parties.
- e) When the Employer provides transportation to the jobsite, there is no daily travel allowance.
- f) Employees receiving accommodation allowance will not be entitled to daily travel allowance unless the Employer and Union agree that there is no accommodation available within the fifty-five (55) kilometre radius from the job site. Employees in this situation, who provide their own transportation, will receive a daily travel allowance of an amount as set out in Schedule “A” per kilometre from their temporary residence to the fifty-five (55) kilometre radius and back to the employees’ temporary residence.

13.04 Travel Allowances

- a) For projects whose base of operations is defined as Calgary or Edmonton there are no travel allowances.

- b) For projects whose base of operations is defined as the job site, any travel allowances will be agreed to at the pre-job conference based on the following criteria:
- i) Travel allowances will be paid, or travel costs covered, for all employees whose permanent residence is outside the 80 km radius of the job site;
 - ii) Travel allowances will be paid from the Union's Edmonton or Calgary office up to the free zone established in Article 13.03 b), but not within the zone;
 - iii) Travel allowances will be paid at the beginning and end of the project, and also for every shift cycle;
 - iv) The initial travel allowance will be paid on the employee's first pay cheque. Final travel will be paid on the employee's final pay cheque. The travel allowance earned on each shift cycle will be paid on the first (1st) paycheque following the shift cycle;
 - v) Employees who quit or are terminated for just cause within their shift cycle will not be entitled to shift cycle or terminal travel allowance; and
 - vi) The amount of travel allowances will be subject to Article 26, with the cost of public transportation, the travel allowance amount in Article 13.03 f) and duration of travel as guidelines. The amount will be agreed to on the pre-job form for the project.

- vii) On all projects, regardless of accessibility or isolation, where an employee transports an Employer's vehicle to the job, such employee will be paid their regular rate of pay for actual time traveled. Such employees will not receive duplicating travel allowance.
- viii) On all projects, regardless of accessibility or isolation, where an employee's classification requires the use of the employee's own vehicle in the performance of the employee's duties, such employee will be paid at the employee's regular rate of pay for actual (reasonable) time traveled from the point of hire to the project and return.

13.05 Accommodation Allowance

- a) For projects whose base of operations is defined as Calgary or Edmonton no accommodation allowance will be paid.
- b) For projects whose base of operations is defined as the job site, accommodation allowance will be paid for all employees whose permanent residence is beyond the eighty (80) kilometre radius from the job site.
- c) Daily accommodation allowance will be an amount as set out in Schedule "A" per day unless otherwise agreed by the parties subject to Article 26.
- d) Where camp accommodations are provided, accommodation allowance will not be paid.

- e) 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.

13.06 Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.02, 13.03 and 13.04.

13.07 Special Circumstances

For selected job sites with peculiar geographic circumstances, the Employer and the Union, by mutual agreement may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the job site and will be put into writing and signed by a representative of the Employer and the Union.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

- 14.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, Union-Management meetings will be scheduled on each project. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project. The areas for discussion will include but not be limited to the following:

- i) safety measures;
 - ii) discipline and discharge policies;
 - iii) training and promotion;
 - iv) hiring policies;
 - v) matters that affect the working conditions of the employees.
- b) The Employer and the Union will each appoint representatives to the Union-Management Committee. Meeting notes will record the business of each meeting, and copies will be made available to all employees through the Union Steward.

14.02 An employee, 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 regular working hours, the Employer agrees to pay a flat fee of twenty-five dollars (\$25.00) to an employee for each meeting attended.

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 The Employer and the Union will each appoint representatives to the Health and Safety Committee.
- 15.03a) 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.
- b) The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among the employees.
- c) It is the intent of the parties to have working conditions that are safe and healthy.
- 15.04 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.
- 15.05 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 (within Alberta, British Columbia or Saskatchewan) near the employee's home at no cost to the employee.

15.06 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. Employees may not refuse to perform Modified Work which they are qualified and capable of performing.
- c) 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).

15.07 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 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. The parties agree to adopt any newer versions of the Canadian Model issued during the term of this agreement.

ARTICLE 16 - HEALTH AND WELFARE PLAN

- 16.01 The Employer agrees to pay the amount as set out in Schedules "A" for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.
- 16.02 a) 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 "C") 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.

- 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 Schedule “A” will be paid to that employee, upon attainment of their 75 birthday, on each paycheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if he/she were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this collective agreement.
- 16.05 The cessation of insurance coverage at age 75 means that the employee has no coverage for the benefits no longer insured, and has no claims against the Employer for expenses or losses which would be covered under the applicable policies. The payment by the Employer to employees over age 75 of the amount of the premiums which would be paid if they were under 75 is for the purpose of assisting the employee in covering any such expenses or losses.

ARTICLE 17 - RETIREMENT PLANS

17.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute the RSP amount set out in Schedules “A” and “B” to the Union Sponsored Group RSP (the RSP Plan) for each employee, for all hours worked.

- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the employer.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Schedules “A” and “B”.
- d) Withdrawals and payouts from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) 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 Employer agrees to contribute the pension amount set out in Schedules “A” and “B” to the CLAC Pension Plan (the 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

which are above and beyond those contributions specified in Schedules “A” and “B”. 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) The total amount of all contributions remitted by the Employer on an employee’s behalf (employer and employee voluntary), cannot exceed the annual maximum money purchase contribution limits outlined by the Canada Revenue Agency.
- e) Employer and employee voluntary contributions will be recorded separately on the remittance.
- f) Where legislation prohibits an Employer from contributing because of an employee’s age, an amount equivalent to the contributions outlined in Schedules “A” and “B” will be paid to that employee on each paycheque. This payment, in-lieu of RSP and Pension Plan contributions, will not be less than the amount that employee would have received if he/she were still contributing to the plan.
- g) In the event that a remittance has not been received by the Union by the date set out in Article 25, the Employer is responsible to compensate the 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.

- h) 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 plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

17.03 Retirement Plan Contribution Details

- a) The Employer will remit RSP and Pension contributions to the Union as outlined in Article 25.
- b) The Employer's contributions to the RSP Plan and the Pension Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- c) The Union acknowledges and agrees that, other than remitting contributions to the Plans, as set out in this Article 25, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP and Pension Plans or be responsible for providing such benefits.
- d) The Employer agrees to provide the Plan with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

17.04 Where legislation prohibits contributions being made to the Union Sponsored Group RSP and or Pension Plan because of an employee's age, the Employer will instead pay an amount equivalent to the contributions outlined in 17.01 (a) and 17.02 (a) to that employee on

each paycheque. This payment, in-lieu of RSP contributions and or Pension Plan contributions, will not be less than the amount that employee would have received if he/she were still eligible for contributions to the Union Sponsored Group RSP Plan and or Pension Plan.

ARTICLE 18 - EDUCATION AND TRAINING FUNDS

18.01 Education Fund

The Employer agrees to contribute an amount for all hours worked by all employees as defined in Schedules “A” and “B” to the Union Education Fund.

18.02 Apprenticeship Training Funds

The Employer agrees to contribute an amount as set out in Schedule “A” and “B” for all hours worked by all employees to the Union Apprenticeship Training Fund.

18.03 CLAC Alberta Training General Operating Fund

The Employer agrees to contribute an amount as set out in Schedules “A” and “B” for all hours worked by all employees to the CLAC Alberta Training Trust Fund. 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 the CLAC Alberta Training Trust Fund and its trustees.

18.04 Employer Specific Training Fund

The Employer agrees to contribute an amount as set out in Schedules “A” and “B” for all hours worked by all employees to an Employer specific training account held in trust by CLAC Alberta Training.

ARTICLE 19 - TOOLS

- 19.01 All tradesmen will supply their own tools common to their trade. Specialty tools will be provided by the Employer.
- 19.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.
- 19.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 All employees will wear CSA 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 employees with safety equipment including but not limited to: gloves, hearing protection, non-prescription safety glasses, shields, goggles, fire retardant coveralls, rain gear, particulate masks, breathing apparatuses and fall arrest equipment, if and when required. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of

Employer supplied items. The Employer will provide for the cleaning of Employer supplied fire retardant coveralls.

20.04 Boot Allowance

Each employee is eligible for a boot allowance of \$100.00, one (1) time per year. This allowance will be paid to each employee following completion of the first six months of employment, and after each year of work for the employer. Receipts must be submitted

20.05 Prescription Safety Eyewear

The Employer agrees to reimburse any employee fifty (50%) of the cost of prescription safety glasses (contact lenses are not eligible) up to three hundred dollars (\$300.00) according to the following criteria:

The employee must provide a copy of the prescription and receipt for the glasses.

The employee must have worked 1200 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 and will be eligible for a reimbursement of fifty percent (50%) of the cost of prescription safety glasses (contact lenses are not eligible) up to three dollars (\$300.00).

Should an employee elect to have corrective laser eye surgery, they are eligible to receive a one-time payment

of three hundred (\$300.00) dollars subject to the criteria above. Following one reimbursement for laser eye surgery, the employee is no longer eligible for subsequent reimbursement for prescription safety eye wear or laser eye surgery.

**ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT
PAY**

- 21.01 The Employer may grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:
- a) Marriage of the employee;
 - b) Sickness of the employee or employee's immediate family;
 - c) Birth or adoption of the employee's 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; or
 - g) Other personal reasons as approved by the Employer.
- 21.02 An employee will be granted up to three (3) days leave of absence with pay, inclusive of the day of the funeral, at their regular straight time hourly rate, to make arrangement for and to attend the funeral of the employee's spouse, common-law spouse, child, legal

dependent, father, mother, brother, sister, legal guardian, mother-in-law, father-in-law, grandparents and grandchildren. Further time off without pay may be taken by mutual agreement between the employee and the Employer.

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

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

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 The parties to this Agreement recognize the Stewards and the Union Representatives specified in Article 4 as the agents through which employees will process their grievances.
- 22.02a) "Grievance" means a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
- b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure

commencing with Step 1. The grievors will be listed on the grievance form.

- c) i) A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement but does not include grievances relating to discipline, discharge or layoff of individual employees.
- ii) A Policy Grievance will be signed by a Steward or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- d) Any grievance referred to above will identify:
 - i) The facts giving rise to the grievance;
 - ii) The section or sections of this Agreement claimed to be violated;
 - iii) The relief requested; and
 - iv) Where practical will be signed by the employee or employees involved unless it is a Policy Grievance.

22.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "work days". A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. The time limits will resume on the date of such

unilateral declaration from where they left off at the last step filed by either party. The parties may agree in writing to extend the time limits at any time.

- 22.04 a) The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- b) If the Employer does consider or process a grievance which has been presented late, the Employer will be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No employee will have a grievance until where reasonably possible; the employee has discussed the complaint with their immediate Supervisor. If the employee's Superintendent does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be

presented to the other party's designated representative by the grieving party's designated representative. The party representative receiving the grievance will notify the other party's representative of their decision in writing not later than five (5) work days following the day upon which the grievance was received.

Step 2

If the grievance is not settled at Step 1, the grieving party's 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 other party's representative. A meeting will be held between the party's representatives within five (5) work days of the presentation of the written grievance by one party to the other party's representative. The responding party will notify the grieving party of their decision in writing within five (5) work days of such meeting.

Step 3

In the event that the grievance is not settled at Step 2, 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 other party.

22.06 Union Policy Grievance or Employer Grievance

- a) A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the

time circumstances upon which the grievance is based were known or should have been known by the grievor.

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

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

ARTICLE 23 - ARBITRATION

23.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) days of their appointment, either party may request the 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 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 cause 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 22.05 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 progressive discipline process is in place. The goal of progressive discipline is to improve employee performance and for less serious offences will generally follow the following template.

- a. Verbal Reprimand
- b. Written Reprimand
- c. Removal from the job site (through suspension or termination)

24.02 A verbal warning should be recorded in writing.

24.03 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.

24.04 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.

24.05 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.

24.06 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, by-passing 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 & 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 Article 7, 16, 17 and 18, each month, by the fifteenth (15) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.
- 25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.
- 25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, Administration dues and or Permit dues, the Health and Welfare plan and 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 and or Permit dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union Provincial Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues , Administration dues and or Permit dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.

ARTICLE 26 - COLLECTIVE AGREEMENT AMENDMENTS

- 26.01 It is understood and agreed that the wage rates and other provisions set out in this agreement may be amended by mutual agreement 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.

26.02 Pre-Job Conferences

- a) The Employer will notify the union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.
- b) A copy of the pre-job conference report will be provided to the Employer, 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 (1st) day of November, two thousand and twelve (2012) and will remain in effect until the Thirty First (31st) day of January, two thousand and fifteen (2015), and for further periods of one (1) year unless notice will be given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.

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

27.03 Before any negotiations have taken place the parties may by mutual agreement accept the provisions of the following:

Should negotiations fail, and the parties have fulfilled all the requirements of the Alberta Labour Relations Code, and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.

DATED at Edmonton, Alberta, this ____ day of _____, 2012.

Signed on behalf of
**BRAND ENERGY SOLUTIONS
(Canada) Ltd.**

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

Per _____ Per _____

Per _____
Authoriz _____ representative

This printing is for information purposes only. Original signed documents are on file at the Calgary CLAC office.

SCHEDULE "A"

**Brand Energy Solutions (Canada) Ltd.
Schedule "A-1" Alberta
Classification and Hourly Wages
September 2, 2012**

| Classification | Base Wage | Vac Stat 10% | Employer Contributions | | | | | | Total |
|---|-----------|--------------|------------------------|--------|------------|--------------|---------------------|--------------------------|---------|
| | | | H & W \$1.43 | RSP 4% | Pension 4% | EF/AF \$0.08 | General Fund \$0.15 | Employer Specific \$0.10 | |
| Scaffolder | \$37.97 | \$3.80 | \$1.43 | \$1.52 | \$1.52 | \$0.08 | \$0.15 | \$0.10 | \$46.56 |
| Carpenter | \$37.97 | \$3.80 | \$1.43 | \$1.52 | \$1.52 | \$0.08 | \$0.15 | \$0.10 | \$46.56 |
| Cladder | \$37.97 | \$3.80 | \$1.43 | \$1.52 | \$1.52 | \$0.08 | \$0.15 | \$0.10 | \$46.56 |
| Painter | \$37.97 | \$3.80 | \$1.43 | \$1.52 | \$1.52 | \$0.08 | \$0.15 | \$0.10 | \$46.56 |
| Sheet Metal Worker | \$37.97 | \$3.80 | \$1.43 | \$1.52 | \$1.52 | \$0.08 | \$0.15 | \$0.10 | \$46.56 |
| Apprentice Rates based on Journey person classifications | | | | | | | | | |
| Probation 1st year (60%) | \$22.78 | \$2.28 | \$1.43 | \$0.91 | \$0.91 | \$0.08 | \$0.15 | \$0.10 | \$28.64 |
| 1st year (65%) | \$24.68 | \$2.47 | \$1.43 | \$0.99 | \$0.99 | \$0.08 | \$0.15 | \$0.10 | \$30.88 |
| 2nd year (80%) | \$30.38 | \$3.04 | \$1.43 | \$1.22 | \$1.22 | \$0.08 | \$0.15 | \$0.10 | \$37.60 |
| 3rd year (90%) | \$34.17 | \$3.42 | \$1.43 | \$1.37 | \$1.37 | \$0.08 | \$0.15 | \$0.10 | \$42.08 |

**Brand Energy Solutions (Canada) Ltd.
Schedule "A-2" Alberta
Classification and Hourly Wages
March 3, 2013**

| Classification | Base Wage | Vac Stat 10% | Employer Contributions | | | | | | Total |
|---|-----------|--------------|------------------------|--------|------------|--------------|---------------------|--------------------------|---------|
| | | | H & W \$1.43 | RSP 4% | Pension 4% | EF/AF \$0.08 | General Fund \$0.15 | Employer Specific \$0.10 | |
| Scaffolder | \$38.63 | \$3.86 | \$1.43 | \$1.55 | \$1.55 | \$0.08 | \$0.15 | \$0.10 | \$47.34 |
| Carpenter | \$38.63 | \$3.86 | \$1.43 | \$1.55 | \$1.55 | \$0.08 | \$0.15 | \$0.10 | \$47.34 |
| Cladder | \$38.63 | \$3.86 | \$1.43 | \$1.55 | \$1.55 | \$0.08 | \$0.15 | \$0.10 | \$47.34 |
| Painter | \$38.63 | \$3.86 | \$1.43 | \$1.55 | \$1.55 | \$0.08 | \$0.15 | \$0.10 | \$47.34 |
| Sheet Metal Worker | \$38.63 | \$3.86 | \$1.43 | \$1.55 | \$1.55 | \$0.08 | \$0.15 | \$0.10 | \$47.34 |
| Apprentice Rates based on Journey person classifications | | | | | | | | | |
| Probation 1st year (60%) | \$23.18 | \$2.32 | \$1.43 | \$0.93 | \$0.93 | \$0.08 | \$0.15 | \$0.10 | \$29.11 |
| 1st year (65%) | \$25.11 | \$2.51 | \$1.43 | \$1.00 | \$1.00 | \$0.08 | \$0.15 | \$0.10 | \$31.39 |
| 2nd year (80%) | \$30.90 | \$3.09 | \$1.43 | \$1.24 | \$1.24 | \$0.08 | \$0.15 | \$0.10 | \$38.23 |
| 3rd year (90%) | \$34.77 | \$3.48 | \$1.43 | \$1.39 | \$1.39 | \$0.08 | \$0.15 | \$0.10 | \$42.79 |

**Brand Energy Solutions (Canada) Ltd.
Schedule "A-3" Alberta
Classification and Hourly Wages
September 1, 2013**

| Classification | Base Wage | Vac Stat 10% | Employer Contributions | | | | | | Employer Specific | Total |
|--|-----------|--------------|------------------------|--------|------------|--------------|---------------------|--------|-------------------|-------|
| | | | H &W \$1.43 | RSP 4% | Pension 4% | EF/AF \$0.08 | General Fund \$0.15 | | | |
| Scaffolder | \$39.31 | \$3.93 | \$1.43 | \$1.57 | \$1.57 | \$0.08 | \$0.15 | \$0.10 | \$48.15 | |
| Carpenter | \$39.31 | \$3.93 | \$1.43 | \$1.57 | \$1.57 | \$0.08 | \$0.15 | \$0.10 | \$48.15 | |
| Cladder | \$39.31 | \$3.93 | \$1.43 | \$1.57 | \$1.57 | \$0.08 | \$0.15 | \$0.10 | \$48.15 | |
| Painter | \$39.31 | \$3.93 | \$1.43 | \$1.57 | \$1.57 | \$0.08 | \$0.15 | \$0.10 | \$48.15 | |
| Sheet Metal Worker | \$39.31 | \$3.93 | \$1.43 | \$1.57 | \$1.57 | \$0.08 | \$0.15 | \$0.10 | \$48.15 | |
| Apprentice Rates based on Journeyperson classifications | | | | | | | | | | |
| Probation 1st year (60%) | \$23.59 | \$2.36 | \$1.43 | \$0.94 | \$0.94 | \$0.08 | \$0.15 | \$0.10 | \$29.59 | |
| 1st year (65%) | \$25.55 | \$2.56 | \$1.43 | \$1.02 | \$1.02 | \$0.08 | \$0.15 | \$0.10 | \$31.91 | |
| 2nd year (80%) | \$31.45 | \$3.14 | \$1.43 | \$1.26 | \$1.26 | \$0.08 | \$0.15 | \$0.10 | \$38.87 | |
| 3rd year (90%) | \$35.38 | \$3.54 | \$1.43 | \$1.42 | \$1.42 | \$0.08 | \$0.15 | \$0.10 | \$43.51 | |

SCHEDULE "B"

**Brand Energy Solutions (Canada) Ltd.
Schedule "B-1" Wood Buffalo District
Classification and Hourly Wages
September 2, 2012**

| Classification | Base Wage | Vac Stat 10% | Employer Contributions | | | | | | Total |
|---|-----------|--------------|------------------------|--------|------------|--------------|---------------------|--------------------------|---------|
| | | | H &W \$1.43 | RSP 4% | Pension 4% | EF/AF \$0.08 | General Fund \$0.15 | Employer Specific \$0.10 | |
| Scaffolder | \$39.67 | \$3.97 | \$1.43 | \$1.59 | \$1.59 | \$0.08 | \$0.15 | \$0.10 | \$48.57 |
| Carpenter | \$39.67 | \$3.97 | \$1.43 | \$1.59 | \$1.59 | \$0.08 | \$0.15 | \$0.10 | \$48.57 |
| Cladder | \$39.67 | \$3.97 | \$1.43 | \$1.59 | \$1.59 | \$0.08 | \$0.15 | \$0.10 | \$48.57 |
| Painter | \$39.67 | \$3.97 | \$1.43 | \$1.59 | \$1.59 | \$0.08 | \$0.15 | \$0.10 | \$48.57 |
| Sheet Metal Worker | \$39.67 | \$3.97 | \$1.43 | \$1.59 | \$1.59 | \$0.08 | \$0.15 | \$0.10 | \$48.57 |
| Apprentice Rates based on Journeyman classifications | | | | | | | | | |
| Probation 1st year (60%) | \$23.80 | \$2.38 | \$1.43 | \$0.95 | \$0.95 | \$0.08 | \$0.15 | \$0.10 | \$29.85 |
| 1st year (65%) | \$25.79 | \$2.58 | \$1.43 | \$1.03 | \$1.03 | \$0.08 | \$0.15 | \$0.10 | \$32.19 |
| 3rd year (80%) | \$31.74 | \$3.17 | \$1.43 | \$1.27 | \$1.27 | \$0.08 | \$0.15 | \$0.10 | \$39.21 |
| 4th year (90%) | \$35.70 | \$3.57 | \$1.43 | \$1.43 | \$1.43 | \$0.08 | \$0.15 | \$0.10 | \$43.89 |

**Brand Energy Solutions (Canada) Ltd.
Schedule "B-2" Wood Buffalo District
Classification and Hourly Wages
March 2, 2013**

| Classification | Base Wage | Vac Stat 10% | Employer Contributions | | | | | | Total |
|---|-----------|--------------|------------------------|--------|------------|--------------|---------------------|--------------------------|---------|
| | | | H &W \$1.43 | RSP 4% | Pension 4% | EF/AF \$0.08 | General Fund \$0.15 | Employer Specific \$0.10 | |
| Scaffolder | \$40.37 | \$4.04 | \$1.43 | \$1.61 | \$1.61 | \$0.08 | \$0.15 | \$0.10 | \$49.40 |
| Carpenter | \$40.37 | \$4.04 | \$1.43 | \$1.61 | \$1.61 | \$0.08 | \$0.15 | \$0.10 | \$49.40 |
| Cladder | \$40.37 | \$4.04 | \$1.43 | \$1.61 | \$1.61 | \$0.08 | \$0.15 | \$0.10 | \$49.40 |
| Painter | \$40.37 | \$4.04 | \$1.43 | \$1.61 | \$1.61 | \$0.08 | \$0.15 | \$0.10 | \$49.40 |
| Sheet Metal Worker | \$40.37 | \$4.04 | \$1.43 | \$1.61 | \$1.61 | \$0.08 | \$0.15 | \$0.10 | \$49.40 |
| Apprentice Rates based on Journeyman classifications | | | | | | | | | |
| Probation 1st year (60%) | \$24.22 | \$2.42 | \$1.43 | \$0.97 | \$0.97 | \$0.08 | \$0.15 | \$0.10 | \$30.34 |
| 1st year (65%) | \$26.24 | \$2.62 | \$1.43 | \$1.05 | \$1.05 | \$0.08 | \$0.15 | \$0.10 | \$32.72 |
| 3rd year (80%) | \$32.30 | \$3.23 | \$1.43 | \$1.29 | \$1.29 | \$0.08 | \$0.15 | \$0.10 | \$39.87 |
| 4th year (90%) | \$36.33 | \$3.63 | \$1.43 | \$1.45 | \$1.45 | \$0.08 | \$0.15 | \$0.10 | \$44.63 |

**Brand Energy Solutions (Canada) Ltd.
Schedule "B-3" Wood Buffalo District
Classification and Hourly Wages
September 1, 2013**

| Classification | Base Wage | Vac Stat 10% | Employer Contributions | | | | | | Total |
|--|-----------|--------------|------------------------|--------|------------|--------------|---------------------|--------------------------|---------|
| | | | H &W \$1.43 | RSP 4% | Pension 4% | EF/AF \$0.08 | General Fund \$0.15 | Employer Specific \$0.10 | |
| Scaffolder | \$41.08 | \$4.11 | \$1.43 | \$1.64 | \$1.64 | \$0.08 | \$0.15 | \$0.10 | \$50.23 |
| Carpenter | \$41.08 | \$4.11 | \$1.43 | \$1.64 | \$1.64 | \$0.08 | \$0.15 | \$0.10 | \$50.23 |
| Cladder | \$41.08 | \$4.11 | \$1.43 | \$1.64 | \$1.64 | \$0.08 | \$0.15 | \$0.10 | \$50.23 |
| Painter | \$41.08 | \$4.11 | \$1.43 | \$1.64 | \$1.64 | \$0.08 | \$0.15 | \$0.10 | \$50.23 |
| Sheet Metal Worker | \$41.08 | \$4.11 | \$1.43 | \$1.64 | \$1.64 | \$0.08 | \$0.15 | \$0.10 | \$50.23 |
| Apprentice Rates based on Journeyperson classifications | | | | | | | | | |
| Probation 1st year (60%) | \$24.65 | \$2.46 | \$1.43 | \$0.99 | \$0.99 | \$0.08 | \$0.15 | \$0.10 | \$30.84 |
| 1st year (65%) | \$26.70 | \$2.67 | \$1.43 | \$1.07 | \$1.07 | \$0.08 | \$0.15 | \$0.10 | \$33.27 |
| 3rd year (80%) | \$32.86 | \$3.29 | \$1.43 | \$1.31 | \$1.31 | \$0.08 | \$0.15 | \$0.10 | \$40.54 |
| 4th year (90%) | \$36.97 | \$3.70 | \$1.43 | \$1.48 | \$1.48 | \$0.08 | \$0.15 | \$0.10 | \$45.39 |

Schedule "A" and "B" Notes:

1. **Premiums** (added to employee's base wage rate)

| | | |
|--|------------|---------------------------------|
| Lead hand | 5% | (minimum of Journeyman rate) |
| Foreman | 12% | (minimum of Journeyman rate) |
| Night Shift | 2.00/hr. | |
| (majority of shift hours between 17:00 and 8:00 hours) | | |
| Steward | \$0.50/hr. | |
| Steward w/ Tool Box 1 | \$0.75/hr. | |
| Steward w/ Tool Box 2 | \$1.00/hr. | |
| Steward w/ Tool Box 3 | \$1.25/hr. | |
| Chief Steward w/ Tool Box 1 | \$1.50/hr. | |
| Chief Steward w/ Tool Box 2 | \$1.75/hr. | |
| Chief Steward w/ Tool Box 3 | \$2.00/hr. | |

2. A certified trades person assigned warehouse duties will retain their craft classification and rate.

3. Article 13 Transportation, Travel and Accommodation

| | |
|-------------------|--------------|
| Article 13.03(c): | \$1.25/km |
| Article 13.03(f): | \$0.49/k |
| Article 13.05(c): | \$125.00/day |

4. Apprentices and Trainees

Scaffolders:

The Company may endeavour to require a scaffolder to have proven SIA competency (or mutually agreed upon equivalent) at the appropriate level before advancing to the next level. Scaffolders must register as an SIA Scaffolder, and then proceed with proving competency.

SIA registration must be done through the CLAC training centre in cooperation with the Company. SIA courses and course challenges can be arranged through the CLAC Training Centre in Edmonton.

Probationary Scaffolding employees are first year scaffolders who are in their first ninety (90) days of employ with the Company. They will begin at 60% of the journeyperson base wage rate. Once they have passed their probationary period, their base wage will increase to 65% of journeyperson base wage rate.

SCHEDULE "C"
GOLD PLUS PLAN

OUTLINE OF INSURANCE PLAN COVERAGE

(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).

- \$60,000.00 life insurance per employee under the age of 65;
\$30,000 per employee between the ages of 65 and 75;
- \$60,000.00 A.D. &D. per employee under the age of 65;
\$30,000 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person
annual
 - Comprehensive: 50% up to \$2,000 per person
annual
 - Orthodontic: 50% up to \$3,000 lifetime
maximum per child under 19;
- prescription drug plan for employee and family at 80% up to
\$3,000 per person annually (or the provincial 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 (effective Nov 1, 2012). Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- Long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,600.00 per month (effective Nov 1, 2012), 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 | www.clac.ca | 1-888-600-2522 |
| CLAC PENSION OFFICE | www.clac.ca | 1-800-463-2522 |
| GREAT-WEST LIFE (RSP) | www.grsaccess.com | 1-800-724-3402 |
| SUN LIFE | www.sunlife.ca/member | 1-800-661-7334 |
| CERIDIAN LIFEWORKS | www.lifeworks.com | 1-866-714-3129 |

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