



# **COLLECTIVE AGREEMENT**

Between

**ATCO STRUCTURES &  
LOGISTICS**

And

**RETAIL, HEALTH CARE AND  
SERVICE EMPLOYEES UNION,  
LOCAL 301**

**DURATION: JUNE 1, 2017 – JUNE 1, 2019**

**14821 (02)**

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- 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

- a) Neither the Employer nor the Union will act in a manner that is arbitrary, discriminatory or in bad faith.
- b) The parties subscribe to the principles of the Alberta Human Rights Citizenship, Multiculturalism Act.
- c) Consistent with the Alberta Human Rights, Citizenship, Multiculturalism Act, the Employer and Union recognize the rights of all company employees to work in an environment free of harassment. Where an allegation of harassment has been received by the Employer, it will be investigated by the Employer. The Employer shall take all such actions as are necessary, with respect to any person engaging in harassment at the workplace.

**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 sole bargaining agent of all ATCO Structures & Logistics employees working in the classifications listed in Appendix A, at the Richardson Lodge **and Maintenance** on the CNRL Horizon site save and except supervisory (including the chef, housekeeping supervisor and maintenance supervisor, management and clerical and office personnel).

- 2.02 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. 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.
- 2.03 The wage rates and other provisions set out may be amended by mutual agreement for specific projects in order to enable the Employer to compete with non-union competition and/or with specific union project agreement rates. Any amendment under these terms will be put in writing and signed by a representative of the Employer and a representative of the Union.

### **ARTICLE 3 – EMPLOYER’S RIGHTS**

- 3.01 The Union acknowledges and agrees that the Employer shall continue to reserve all the rights, powers and authority to manage and direct its work force. Without restricting the generality of the foregoing, such rights of the Employer shall include the right:
- 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 and direct the 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 work force, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.

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

3.03 The Employer may only contract out work where:

- a) It does not possess the necessary facilities or equipment;
- b) It does not have and/or cannot acquire the required manpower, or;
- c) It 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 before, or during the course of the project, the portion or portions of the project that the Employer wishes to sub-contract and the sub-contractors to be hired to do such work.



## **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 appoint **up to** three (3) Union Stewards (“Stewards”), one each for the camp attendants, the kitchen staff, and the maintenance staff, **or as deemed appropriate by the Parties**, 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.
- b) 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 if a Steward is affected by a planned lay off.
- c) 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 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. **Stewards shall be entitled to pay at their applicable hourly rate for activity outside their regular scheduled shift when such activity is at the request of the Employer.**

- d) **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. This will be limited to thirty (30) minutes.**

#### 4.02 **Representatives**

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

- i) The Union Representatives will identify themselves to the manager on duty upon arriving at a job site;
- ii) The Union Representatives will not interfere with the progress of work.

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

#### 4.04 Negotiating Committee

The Union has the right to appoint a negotiating committee. The committee will be compromised of no more than five (5) employees. The employees on the committee will be paid by the Employer to a maximum of forty (40) hours per employee for all time spent preparing for and negotiating the collective agreement; unless additional hours are approved by the Employer. Should the Union request more committee members and to have them paid by the Employer, such additions must be agreed upon by the Employer.

## **ARTICLE 5 – WORK STOPPAGES**

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, or any stoppage or work or otherwise restrict or interfere with the Employer's operation.

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

## **ARTICLE 6 – EMPLOYMENT POLICY AND UNION MEMBERSHIP**

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent work force. In the spirit of cooperation, preference for hiring will be given to:

- a) Qualified Union members who are able to meet the requirements of the job; if the Union is not able to supply the number of qualified employees required by the Employer to meet the hiring requirements, then;
- b) Qualified candidates will be name-hired by the Employer; if the Employer is not able to supply the number of qualified employees to meet the hiring requirements, then;
- c) Qualified non-Union members from the Union referral list will be considered.
- d) When employees are to be terminated due to the end of another project managed by the Employer, qualified employees will be given consideration at the same time as qualified Union members.

The Employer will submit the names, social insurance numbers and classifications of all requested employees to the Union office in Edmonton, Alberta prior to commencement of employment.

- 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 Steward or Union 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 the applicable policies of the Union.
- 6.04 New employees will be hired on a **three 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. 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.
- 6.05 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. Employees laid off and recalled by the employer within six (6) months will not serve a new probationary period.
- 6.06 **An employee who quits or is terminated for just**

**cause and is rehired will serve a new probationary period.**

## **ARTICLE 7 – UNION DUES**

- 7.01 The Employer agrees to deduct from each employees paycheque the amount equal to Union dues and where applicable an amount equal to Union dues arrears, Administration dues or Union Permit fees. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the 15<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. The above is also applicable to the remittances under Articles 16, 17 and 18.
- 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 Administration dues and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.

- 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 RATE 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.

- 8.02 Additional classifications may be established by the Employer during the term of this Agreement. Upon establishment of new classifications, the Employer will notify the Union, 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 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 21.

- 8.03 Show Up Time

An employee who is scheduled to work and 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.

- 8.04 Starting Work

An employee who starts work at their “scheduled commencement time” 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.

**Commencement time: Work is considered to have started at the point when the Daily Safety Meeting has been read.**

#### 8.05 Call-Back

An employee who starts work, is prevented from completing their scheduled shift, and is called back to work within the same hours of their shift in the same day, after their shift is cancelled will receive a minimum of two (2) hours pay at their appropriate rate.

#### 8.06 Call-Out

An employee who is called back to after completing the scheduled shift will receive a minimum of two (2) hours at one and half times (1.5x) times their regular rate of pay for the call out.

#### 8.07 Temporary Shutdown

In the event of a temporary suspension of work due to a client order, operational issue, or cause of a similar nature, an employee will be paid for eight (8) hours pay for the day of occurrence. For each subsequent day, an employee will receive four (4) hours pay, up to a maximum of three (3) days in total.



- 8.08 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees:
- a) In a lower paid classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work, or;
  - b) In a higher paid classification at the rate of pay for that classification provided the employee is qualified to do the required work.
- 8.09 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 a Steward**.

## **ARTICLE 9 – HOURS OF WORK & OVERTIME**

- 9.01 **The regular work week will consist of forty (40) hours per week.**
- 9.02 Hours of Work and Overtime
- a) Non-Compressed Shift cycles

Employees working a non-compressed shift cycle will be paid overtime at the rate of one and one-half times (1.5x) the employees' straight time hourly rate of pay for all hours worked in excess of eight (8) regular straight-time hours per day and forty (40) regular straight-time hours per week.

b) Compressed Shift Cycles

A compressed shift cycle will include both working days and non-working days. The hours of work for Employees working a compressed shift cycle will be paid as follows:

**7/7 Rotation – 7 days on and 7 days off any day start**

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Regular	12	12	12	12	12	12	8	0	0	0	0	0	0	0
OT	0	0	0	0	0	0	4	0	0	0	0	0	0	0

Regular Hours worked: 80  
 OT hours worked: 4

Employees working a 7/7 schedule will receive overtime pay at the rate of one and one half times (1.5x) their regular rate of pay for all hours worked in excess of twelve (12) hours per day and eighty (80) hours per shift cycle.

**14/14 Rotation – 14 days on and 14 days off any day start**

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Regular	12	12	12	12	12	12	8	12	12	12	12	12	12	8
OT	0	0	0	0	0	0	4	0	0	0	0	0	0	4
Day	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Regular	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OT	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Regular Hours worked: 160  
 OT hours worked: 8

Employees working a 14/14 schedule will receive overtime pay at the rate of one and one half times (1.5x) their regular rate of pay for all hours worked in excess of twelve (12) hours per day and one hundred and sixty (160) hours per shift cycle.

**4/3 Rotation – 4 days on and 3 days off any day start**

Day	1	2	3	4	5	6	7
Regular	10	10	10	10	0	0	0
OT	0	0	0	0	0	0	0

Regular Hours worked: 40  
 OT hours worked: 0

Employees working a 4/3 schedule will receive overtime pay at the rate of one and one-half times (1.5x) their regular rate of pay for all hours worked in excess of ten (10) hours per day or forty (40) hours per week.

**8/6 Rotation – 8 days on and 6 days off any day start**

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Regular	10	10	10	10	10	10	10	10	0	0	0	0	0	0
OT	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Regular Hours worked: 80  
 OT hours worked: 0

Employees working a 8/6 schedule will receive overtime pay at the rate of one and one-half times (1.5x) their regular rate of pay for all hours worked in excess of ten (10) hours per day and eighty (80) hours per shift cycle.

- c) Overtime will be paid when an employee works on any regularly scheduled day off.
- d) Where an employee working on a non-compressed shift cycle initiates a request to work on a normally scheduled day off, overtime will be paid after eight (8)

hours per day and forty (40) hours per week. Such requests will be documented in writing and signed by the employee and Employer.

- e) **Where an employee is working a compressed shift, any unscheduled overtime will be voluntary and worked at the employee's discretion and paid out at overtime rate of one and one half (1.5) times the employee's regular straight time hourly rate. This applies to call-outs classified as "Priority 2" and "Priority 3". When a call out is classified as a "Priority 1" call-out, it will be mandatory. This type of call out indicates an immediate threat to the life and safety of the client and/or building.**
- f) Overtime will be calculated at one and one half time (1.5x) the base wage rate, and will not compound on vacation pay, general holiday pay, retirement or applicable premiums.

9.03 Employees will be notified of any Shift Cycle change by the Employer no later than the end of the third day worked in the Shift Cycle immediately preceding the change. When proper notice is given, the hours worked will be considered regular scheduled days, and will be paid in accordance with Article 9.02.

**Shorter notice can be given by the Employer with a Steward present. When shorter notice is given, the hours worked outside the current employee's shift cycle as laid out in this agreement, will be paid out as overtime as per Article 9.02.**

9.04 Non-compressed Shift Cycles and Statutory Holidays

- a) When a statutory holiday, as per Article 12.01 occurs during calendar week, overtime will be paid for all hours in excess of thirty-two (32) regular straight time hours.
- b) When two statutory holidays, as per Article 12.01 occurs during the calendar week, overtime will be paid for all hours in excess of twenty four (24) regular straight time hours.

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

9.06 **If the employer determines a need for the hours of work and overtime or work rotations as set out in this article to be modified, the employer agrees to engage in meaningful consultation with the union prior to the implementation of any said changes. The parties agree that the spirit of these consultations will be in the best interest of the employer, employees and the operations in general. Without restricting the Employer's Rights outlined in Article 3.01c) the goal of these discussions will be to achieve mutual agreement. If the parties are unable to come to a mutual agreement, both parties will have access to the grievance and arbitration procedure.**

9.07 When a scheduled break occurs it will include a Sunday whenever possible.

9.08 Rest Breaks and Meal Periods:

- a) There will be two (2) paid rest breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift. Employees scheduled to work a 12 hour day will be entitled to an additional paid fifteen (15) minute break per shift.
- b) Employees will be given an unpaid meal period of one-half (0.5) hour per shift. This will not apply to employees working a compressed shift cycle with 12 scheduled hours per day. For employees working a compressed shift cycle with 12 scheduled hours per day, employees will be given a paid meal period of one-half (0.5) hour per shift.
- c) Employees will receive a paid fifteen (15) minute rest break after their scheduled hours and prior to commencing unscheduled overtime (or at the earliest convenience when performing critical tasks). If the additional overtime is estimated to be less than one (1) hour the Employer may elect to give the break at the end of the work. A rest break will not apply to the meal break beyond twelve (12) hours (see Article 9.07 d).
- d) If employees work a Shift Cycle with ten (10) scheduled hours per day, and are required to work beyond twelve (12) hours in a day, they will be provided with one additional half hour paid meal period and the Employer will provide a meal for the employees.

If employees work a Shift Cycle with twelve (12) scheduled hours per day, and are required to work

beyond the twelve hour schedule, the Employer will provide a meal for the employees.

- 9.09 Provided the employee notifies the Employer at the time of hire, the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.
- 9.10 **Saturday will be deemed the first day of the week for payroll purposes only.**
- 9.11 The Employer maintains the right to schedule shifts in accordance with work requirements.
- 9.12 All employees who are scheduled to work a minimum of three (3) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break.
- 9.13 The Employer and the Union jointly recognize that it is the responsibility of each employee to be regular and punctual in his attendance at work so that orderly schedules may be maintained without requiring overtime or causing undue inconvenience to other employees.
- 9.14 If an employee is absent from work due to illness, the employee may be required to produce medical documentation at the Employer's request prior to a planned return to work.

In situations where an employee is entitled to pay, benefits, or premiums, the Employer reserves the right to request medical evidence of the employee's condition. In addition, the Employer reserves the right to send the

employee for a second medical opinion, from a physician selected by the Employer, at the Employer's cost.

## **ARTICLE 10 – SENIORITY, LAY-OFFS, AND RECALLS**

- 10.01 **Two Systems of Seniority by classification will be established: one for maintenance employees and the other for lodge employees.** Seniority shall mean length of employment in the bargaining unit since most recent date of hire.
- 10.02 Upon completion of the probationary period, as noted in Article 6.05, seniority shall be from the date of hire with the Employer.
- 10.03 **Employees who are transferred, promoted, demoted or moved to a different classification will retain their seniority.**
- 10.04 **In the event of layoffs, bumping will be allowed to the classification for which the employee was originally hired to. Bumping will not apply to the Christmas Schedule reduction.**
- 10.05 **Employees will be laid-off in reverse order of their seniority within a given classification.**
- 10.06 Employees who have been laid-off shall be recalled in order of seniority within a given classification. No new employees shall be hired until those laid off have been recalled.



- 10.07 Recall notice shall be by **electronic notice** to the Union **via email and phone call** to the employee based on the latest contact information on record with the Employer. It is the responsibility of each employee to notify the Employer promptly in writing of any change of **contact information**.
- 10.08 An employee shall lose their seniority and the employment **relationship** shall be deemed terminated if they:
- a) Quit;
  - b) Are terminated, and the termination is not reversed through the Grievance Procedure;
  - c) Fail to return to work upon expiration of a leave of absence, except where an extension has been granted by the Employer prior to the expiration of the original leave;
  - d) Are absent without leave for more than three (3) days **as per Article 23.07**;
  - e) Are laid off for a period of six (6) months or more;
  - f) **Fail to respond within seven (7) calendar days from the time notice of recall is delivered, and to be reasonably available to said re-call, as per Article 10.07**;
  - g) Are banned from the site, or;
  - h) Fail to return to work following an illness or accident after the Employer has been notified by the

Employee's doctor or the WCB that the employee is fit to return to work.

- 10.09 **Employees who are on an approved leave of absence as per Article 20 will not lose their seniority.**
- 10.10 The Employer will provide a seniority list to the Union on a quarterly basis.
- 10.11 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.
- 10.12 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.
- 10.13 All job postings on site shall be posted or available on line in a designated area accessible to all employees.

## **ARTICLE 11 – VACATION & VACATION PAY**

- 11.01 All employees will be entitled to receive an amount equal to six (6%) percent of their base wage rate for all hours worked as 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. **Requests**

**will not be unreasonably denied and employees will be given a response in a reasonable timeframe.**

**11.04 Employees will be eligible for up to three (3) weeks of vacation leave annually, subject to Article 11.03.**

## **ARTICLE 12 – HOLIDAYS & HOLIDAY PAY**

12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their base wage for all hours worked as holiday pay in lieu of the following holidays:

New Years' Day; Family Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day and Boxing Day.

12.02 Employees required to work on one of the above holidays will receive overtime pay as per Article 9 for all hours worked in addition to the holiday pay outlined in Article 12.01.

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

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

13.01 Employees will have access to CNRL flights where available. If flights are unavailable, the Employer will provide the cost of a bus ticket to and from Edmonton or Calgary to the job site at the beginning and end of each rotation. Any other transportation provided by the

Employer will be discussed in the Union-Management Committee meeting.

In the event employees are allowed to drive to site and flights are unavailable, a travel allowance equivalent to the cost of a bus ticket will be provided to employees driving their own vehicle more than 200 km to and from their home. This allowance will be paid within a reasonable time. **If an employee, who is receiving this allowance, is laid off at any time during their shift cycle, they will receive the allowance for said shift cycle regardless of their last day worked.**

### 13.02 Radial Travel Allowance

**An additional transportation allowance per Shift Cycle will be provided for Employees whose Principal Residence is located greater than 85 kilometers (km) radially from the Fort McMurray, Edmonton or Calgary International Airports and based on the Employee's Principal Residence being the following radial distance from the Edmonton or Calgary International Airport:**

- **85 km to 149 km:                 \$ 60.00;**
- **150 km to 224 km:               \$ 85.00;**
- **over 224 km                         \$ 110.00**

**Employees will be required to provide proof of their Principle Residence to be eligible for the Radial Travel Allowance. The employee must have lived at the permanent residence for at least 90 days and provide as proof two of the following:**

- **Voter List**

- **Municipal Property Tax Bill**
- **Drivers License and/or Government Issued ID Card**
- **Government Issued Document (CRA, Income Tax...etc...)**

**When the employee is not able to provide any of the above listed documents, the employer may consider other agreed upon proof of residency.**

**This allowance will be paid upon completion of each designated shift cycle.**

- 13.03 An Employee laid off will be paid their allowance(s) for their last shift cycle regardless of their end date.**
- 13.04 An employee terminated for cause or who voluntarily terminates their employment during the working days of the shift cycle will not be eligible for travel allowance(s) for their last shift cycle.**
- 13.05 Employees, including probationary employees, who are terminated for cause or who voluntarily quit, and site transportation is unavailable, will receive bus transportation service to Edmonton or Calgary or, if possible, to their Principle Residence, whichever is closer.**
- 13.06 Employees, including probationary employees, who are not terminated for cause will receive any applicable travel allowances as well as transportation service to the Edmonton or Calgary International airport.**

## **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 discussions and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project.
- b) The Employer and the Union will each appoint up to three (3) representatives to the Union-Management Committee. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines. **The Parties will consider the overall size of the Bargaining Unit when deciding on the number of representatives to appoint.**

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 the employees their wages for time spent attending such meetings.**

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

15.01 **When necessary, a committee will be established to address** matters concerning the correction of unsafe conditions and practices and the maintenance of the cooperative interest in the safety of the workplace. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.

At its discretion, the Health and Safety Committee will make inspection of all job sites.

15.02 The Employer and the Union will each appoint the **number of representatives** to the Health and Safety Committee **as required by any applicable legislation**. At least one Steward will be selected to the Health and Safety Committee.

15.03

- a) The Employer agrees to make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility among its membership.
- c) It is the intent of the parties to achieve working conditions that are not unsafe or unhealthy taking into consideration the minimum hazards inherent to the operations.

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 and Saskatchewan) near the employee's home at no cost to the employee.

15.06 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.

15.07 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 they will inform the attending Physician of the same.
- b) The Employer will inform the Physician of the types of modified work which may be available to the employee and will make the same available to the employee with the Physician's approval.
- c) The Employer will inform the Union office of all employees who are assigned to modified work.

15.08 Drug and Alcohol

The parties recognize that impairment at work resulting from the use of alcohol or drugs can create serious safety risks for employees and the public. To address this concern the parties agree that the Employer may establish policies, related to the possession and consumption of alcohol and drugs in the workplace, impairment at work, and testing of employees or prospective employees in the following circumstances:



- a) As a condition of access to a safety-sensitive work site, or as a condition of employment for all employees;
- b) When there are reasonable grounds to suspect that an employee is impaired by alcohol or drugs at work;
- c) As part of a safety incident investigation when it is a reasonable line of inquiry to determine if impairment of an employee caused or contributed to the incident, and;
- d) As part of an ongoing program to monitor an employee who has been determined to be suffering from an alcohol or drug dependency condition. Any such policies will be supplied to the Union and employees will be made aware of them prior to their commencement of employment. Employees who violate requirements of the Employer's alcohol and drug use policies may be subject to discipline up to and including dismissal.

In administering its alcohol and drug use policies, the Employer will comply with applicable human rights and privacy legislation.

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

- 16.01 The Employer agrees to pay one hundred percent (100%) of the monthly insurance premium plan cost for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund. Premiums shall be remitted monthly, in accordance with the timelines in Article 24.

- 16.02 Employees are eligible to receive coverage on the first day of the month following completion of a two (2) month waiting period. At that time, the Employer shall remit one (1) months' premiums to commence coverage and shall continue to submit as per Article 16.01 thereafter.
- 16.03 It is understood and agreed that 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.
- 16.04 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 they 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 With respect to Article 16.01, the parties agree that the current monthly Health and Welfare premium is \$187.00 per employee. Effective January 1 of each calendar year the cost of the premium is subject to change.

## **ARTICLE 17 – RETIREMENT PLANS**

### 17.01 Retirement Savings Plan (RSP)

- a) The Employer agrees to contribute the RSP amount set out in Schedule “A” to the Union Sponsored Group RSP (the RSP Plan) for each employee, for each hour 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 Schedule “A”.
- 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 Schedule “A” to the CLAC Pension Plan (the Pension Plan), governed by the CLAC Pension Plan Board of Trustees, for each employee, for each hour worked.

- b) **Matching Pension Program:** The Employer also agrees to contribute an additional two percent (2%) to the Pension Plan, for each employee, for all hours worked and each employee shall also contribute a two percent (2%) matching amount to the Pension Plan for all hours worked, via payroll deduction. Any employee who completes the CLAC Pension Plan Participation Opt Out form, on file with the Employer, may opt out of the Pension Plan participation and as such will forego the two percent (2%) Employer's contribution and will not be required to contribute two percent (2%) of their wages. Employees who opt out may be required to wait up to one year before the Employer can be required to reactivate matching contributions and deductions. The Employer, in consultation with the Union, will establish dates on which employees who have opted out of the program may reapply. These dates will be defined in the Opt Out Form.
- c) 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.
- d) The Employer agrees to deduct, by way of payroll deduction, voluntary employee pension contributions which are above and beyond those contributions specified in Schedule "A". 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.
- e) 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.

- f) Employer and employee voluntary contributions will be recorded separately on the remittance.
- g) In the event that a remittance has not been received by the Union by the date set out in Article 24, 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 24.
- 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 24, 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 they were still eligible for contributions to the Union Sponsored Group RSP Plan and or Pension Plan.

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

### 18.01 Education Fund

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

### 18.02 Apprenticeship Training Funds

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

### 18.03 CLAC Alberta Training Trust Fund

The Employer agrees to contribute an amount as set out in Schedule “A” 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 Schedule “A” for all hours worked by all employees to an Employer specific training account held in trust by CLAC Alberta Training. The Employer also agrees that payments for courses will be governed by the policy and procedures of the CLAC Alberta Training Trust Fund and its trustees.

## **ARTICLE 19 – PROTECTIVE EQUIPMENT**

- 19.01 All employees will wear personal protective equipment (PPE) made available by the Employer.
- 19.02 The Employer will provide all employees **up to** three (3) pieces of each uniform item designated for their role **per calendar year as needed**.
- 19.03 **Upon the employee’s request, and with an in-lieu of uniform provided by the employer, the employer agrees to reimburse the employee for the cost of uniform pants up to a maximum of \$135 (plus taxes)**

per calendar year. Uniform must meet the employer's specifications.

19.04 All employees will wear approved safety footwear as per CNRL site guidelines, supplied by the employees.

The Employer agrees to provide each employee, who has passed the probationary period with the Employer, a safety footwear allowance up to a maximum amount, as stipulated below, for each calendar year. This allowance is not restricted from applying to one pair of footwear and will be paid within a reasonable time period following presentation of an original receipt to the Employer.

- Maintenance Employees: \$250.00
- Lodge Employees: \$75.00

## **ARTICLE 20 – LEAVES OF ABSENCE AND BEREAVEMENT PAY**

20.01 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 as outlined in Article 20.02;
- c) **Birth or adoption of an employee's child**
- d) Union activity, other than the establishment of this agreement and/or;



- e) Death of a family member not outlined in Article 20.02; or
- f) **Other personal reasons as approved by the Employer.**

## 20.02

- a) An employee will be granted a three (3) day 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 spouse, common law spouse, child, legal dependent, parents, parents in law, legal guardian, brother, brother-in-law, sister, sister-in-law, grandparents, and grandchildren. Further time may be granted by mutual agreement between the Employer and the employee. To receive such pay the employee must return to work unless notified during the leave of a layoff.
- b) It is understood that satisfactory proof of death may be required by the Employer in the above cases.

## 20.03 Maternity Leave

An employee, upon her written request for maternity leave, is entitled to a leave of absence without pay for a period of up to fifteen (15) consecutive weeks. The Employer may require the employee provide a doctor's certificate indicating the employee's general condition and predicted delivery date.

The employee must notify the Employer in writing four (4) weeks prior to their intention to commence the leave and provide a planned date of return.

In accordance with applicable provincial legislated, the employee will provide the requisite written notice and will return to their job, or a comparable position following maternity leave.

#### 20.04 Parental Leave

An employee who becomes a natural mother or father, or who adopts a child is entitled to unpaid parental leave of up to thirty-seven (37) weeks. For birth mothers also taking Maternity Leave, the maximum entitlement to Parental Leave is thirty-five (35) weeks. The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition and predicted delivery date. The employee must notify the Employer in writing four (4) weeks prior to their intention to commence the leave and provide a planned date of return.

Notwithstanding the above notice period, an adoptive parent will notify the Employer when they are advised of the date of the adoption placement. The employee shall furnish proof of adoption with the written request for leave.

In accordance with applicable provincial legislation, the employee will provide the requisite written notice and will return to their job, or a comparable position following parental leave.

### **ARTICLE 21 – GRIEVANCE PROCEDURE**

21.01 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.

## 21.02 Grievances

- a) "Grievance" means a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
- b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.
- c) Policy Grievances
  - i) A Union "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative of the Union.
  - ii) An Employer "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement and will be signed by a Representative of the Employer.
- d) Any grievance referred to above will identify:
  - i) The facts giving rise to the grievance;

- ii) The section or sections of this Agreement claimed to be violated;
- iii) The relief requested; and
- iv) Where practical will be signed by the employee or employees involved unless it is a Policy Grievance.

21.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean “work days”. A work day is defined as any day from Monday to Friday, **excluding general holidays**. If the parties are attempting to resolve this 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. **The parties may agree in writing to extend the time limits at any time.**

21.04

- 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 estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

21.05 No employee will have a grievance until the employee has discussed the complaint with their Supervisor. If the employee's Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows.

### Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it will, within the five (5) work days referred to in Article 21.03 above, be submitted in writing and will be presented to the designated Employer representative by a Steward or a Union 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 it was received.

### Step 2

If the grievance is not settled in Step 1, a Representative will within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the designated Employer representative. A meeting will be held between the Steward or Union 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)

working days of the presentation of the written grievance to the designated Employer representative. The Employer will notify the Steward or Union Representative of his 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 Union Representative.

## 21.06 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 21.05 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 22 – ARBITRATION**

- 22.01 If a notice of desire to arbitrate is served, the two parties shall each nominate a Single Arbitrator within fourteen (14) days of service and notify the other party of the name and address of its nominee. If the parties are unable to agree upon a single arbitrator within fourteen (14) days, either party may request the Minister of Labour to appoint an impartial Arbitrator.
- 22.02 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 22.03 The decision of the Arbitrator shall be binding upon the parties.
- 22.04 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.
- 22.05 The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step an Employer's representative fails to give his written answer within the time limit therein set forth, the Union may advance the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits set forth for their part in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, either party may with the prior agreement of the other party, extend the time limits set out in the grievance procedure.

- 22.06 It is agreed that the Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 21 and 22 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 22.07 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 arrangements which is just and equitable in the opinion of the Arbitrator
- 22.08 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in its opinion, is just and equitable. This cause shall not apply to the discharge of a probationary employee.
- 22.09 Each of the parties will jointly bear the expense of the Arbitrator.
- 22.10 The Arbitrator 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 21.05 hereof.
- 22.11 If the parties mutually agree, they may substitute an Arbitration Board in the place of the Single Arbitrator.



## **ARTICLE 23 – DISCHARGE, SUSPENSION AND WARNING**

23.01 A job steward will be present for all disciplinary meetings that intend to result in a written warning, suspension, and/or termination. When a steward is not available, the employee may choose another employee to be present. If the employee does not choose another employee, it will be recorded in writing. A copy of all written reprimands shall be forwarded to the Steward and to the employee affected.

### 23.02 Progressive Discipline

Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The process of progressive discipline is not intended to be punitive, but to assist the employee to overcome performance problems and satisfy job expectations.

The Employer will ensure that a progressive discipline process is in place and consistently used. The process features increasingly formal efforts and increasingly serious consequences (depending on the severity of the issue) to provide feedback to the employee so that they can correct the problem. For example:

#### (a) Verbal Warning:

A disciplinary action that is intended to draw an employee's attention to their misconduct. A written copy of the warning shall be included in the employee's file.

**(b) Written Reprimand:**

**A statement given to an employee by a delegated manager or supervisor outlining:**

- **the nature of the misconduct;**
- **the corrective action expected of the employee; and,**
- **a description of the disciplinary action that may be taken if the misconduct continues.**

**(c) Suspension:**

**An enforced, temporary removal of an employee from duty without pay.**

**(d) Termination**

**23.03 The parties agree that safety is paramount and therefore any violations of employer or site safety rules may result in discipline up to and including immediate termination.**

23.04 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include, but not be limited to:

- 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.
- 23.05 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, bypassing the grievance procedure.
- 23.06 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 supervisor. The supervisor will notify the Union within twenty-four (24) hours of the warning and will send a copy of such warning to the Steward and Union office within five (5) working days.
- 23.07 An Employee will be deemed to have voluntarily quit if they fail to show up for work or fail to notify the Employer for three (3) consecutive works days without a justifiable reason.**
- 23.08 If, after a receiving a verbal or written warning, an Employee does not receive any further verbal or written warnings within the next 12 months, the verbal and written warnings shall be declared null and void and removed from an employee's file and record.**

## **ARTICLE 24 – DUES & TRUST FUND PAYMENTS**

- 24.01 Contributions will be made to the Union' Provincial Remittance Processing Centre pursuant to Articles 7, 16,

17 and 18 each month, by the fifteenth (15<sup>th</sup>) of the month following the month of contributions, together with an itemized list of employees for whom the contributions are made and the amount remitted for each.

- 24.02 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 five (5) working days to correct this error.
- 24.03 Further to Article 24.02, 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.
- 24.04 If the Employer satisfies all its obligations under Article 24.01, 24.02 and 24.03, 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, excluding any costs the Employer incurs defending such claims.
- 25.05 The Employer will be deemed to, keep all Union dues, Union dues arrears, Administration dues and Permit dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will be deemed to, hold the sum in trust on behalf of the employees until the Employer has remitted such monies to the Union's Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues,**

**Administration dues and Permit dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer's own money.**

## **ARTICLE 25 – GENERAL**

25.01 All employees who are responsible for handling monies and assets shall not be liable for loss due to theft, burglary, or robberies, providing company security and cash handling policies have been followed by the employee concerned.

25.02 Where a fit to work assessment (including a Drug and Alcohol test) is a condition of employment the employee shall, at the Employer's request and cost, submit to the assessment.

### 25.03 Driver's Abstracts

Each new employee who may have driving responsibilities shall provide the Employer with a copy of their Driver's Abstract. A clean abstract may be a condition of employment. **A clean abstract is one that has no more than six (6) demerits, and/or such requirements as may be imposed by the client.** After employment, each employee shall provide the Employer with a current abstract every six months. Any changes to the employee's driving record must be reported to the Employer immediately.

#### 25.04 Customer Service

The Employer and the Union agree that quality of work and service is fundamental to customer retention, and that adherence is essential to the success of the Employer and continued employment opportunities.

**25.06 Employees will be paid their wages bi-weekly. The normal method of payment is by direct deposit.**

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

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

### **ARTICLE 27 – DURATION**

**27.01 The Agreement will be effective on the first (1<sup>st</sup>) day of May, two thousand and seventeen (2017) and will remain**

in effect until the thirty-first (31<sup>st</sup>) day of May two thousand and nineteen (2019), 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 renewal 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 **or during** 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 Calgary, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Signed on behalf of

Signed on behalf of

**ATCO STRUCTURES & LOGISTICS**

**HEALTH CARE AND SERVICE  
EMPLOYEES UNION (CLAC)  
LOCAL 301**

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

Per \_\_\_\_\_

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

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



**ATCO Structures & Logistics**  
**Schedule "A"**  
**Classification and Hourly Wages**  
**First Pay Period After Ratification**

Classification	Base Wage	Vac Stat 10%	Employer Contributions					Total
			RSP 2%	Pension 2%	*Pension Matching 2%	EF/AF \$0.03	TTF/ESTF \$0.15	
<b>Lodge</b>								
<b>1st Cook</b>								
2001+ hours	\$32.00	\$3.20	\$0.64	\$0.64	\$0.64	\$0.03	\$0.15	\$37.30
1001-2000 hours	\$31.00	\$3.10	\$0.62	\$0.62	\$0.62	\$0.03	\$0.15	\$36.14
0-1000 hours	\$30.00	\$3.00	\$0.60	\$0.60	\$0.60	\$0.03	\$0.15	\$34.98
<b>2nd Cook</b>								
2001+ hours	\$30.00	\$3.00	\$0.60	\$0.60	\$0.60	\$0.03	\$0.15	\$34.98
1001-2000 hours	\$29.00	\$2.90	\$0.58	\$0.58	\$0.58	\$0.03	\$0.15	\$33.82
0-1000 hours	\$28.00	\$2.80	\$0.56	\$0.56	\$0.56	\$0.03	\$0.15	\$32.66
<b>3rd Cook</b>								
2001+ hours	\$28.00	\$2.80	\$0.56	\$0.56	\$0.56	\$0.03	\$0.15	\$32.66
1001-2000 hours	\$27.00	\$2.70	\$0.54	\$0.54	\$0.54	\$0.03	\$0.15	\$31.50
0-1000 hours	\$26.00	\$2.60	\$0.52	\$0.52	\$0.52	\$0.03	\$0.15	\$30.34
<b>Baker</b>								
2001+ hours	\$32.00	\$3.20	\$0.64	\$0.64	\$0.64	\$0.03	\$0.15	\$37.30
1001-2000 hours	\$31.00	\$3.10	\$0.62	\$0.62	\$0.62	\$0.03	\$0.15	\$36.14
0-1000 hours	\$30.00	\$3.00	\$0.60	\$0.60	\$0.60	\$0.03	\$0.15	\$34.98
<b>Baker Helper</b>								
2001+ hours	\$26.50	\$2.65	\$0.53	\$0.53	\$0.53	\$0.03	\$0.15	\$30.92
1001-2000 hours	\$25.50	\$2.55	\$0.51	\$0.51	\$0.51	\$0.03	\$0.15	\$29.76
0-1000 hours	\$24.50	\$2.45	\$0.49	\$0.49	\$0.49	\$0.03	\$0.15	\$28.60
<b>Sandwich / Salad</b>								
2001+ hours	\$25.00	\$2.50	\$0.50	\$0.50	\$0.50	\$0.03	\$0.15	\$29.18
1001-2000 hours	\$24.00	\$2.40	\$0.48	\$0.48	\$0.48	\$0.03	\$0.15	\$28.02
0-1000 hours	\$23.00	\$2.30	\$0.46	\$0.46	\$0.46	\$0.03	\$0.15	\$26.86
<b>Pot / Dishwasher</b>								
2001+ hours	\$24.00	\$2.40	\$0.48	\$0.48	\$0.48	\$0.03	\$0.15	\$28.02
1001-2000 hours	\$23.00	\$2.30	\$0.46	\$0.46	\$0.46	\$0.03	\$0.15	\$26.86
0-1000 hours	\$22.00	\$2.20	\$0.44	\$0.44	\$0.44	\$0.03	\$0.15	\$25.70
<b>Mess Hall Attendant</b>								
2001+ hours	\$24.00	\$2.40	\$0.48	\$0.48	\$0.48	\$0.03	\$0.15	\$28.02
1001-2000 hours	\$23.00	\$2.30	\$0.46	\$0.46	\$0.46	\$0.03	\$0.15	\$26.86
0-1000 hours	\$22.00	\$2.20	\$0.44	\$0.44	\$0.44	\$0.03	\$0.15	\$25.70
<b>General Help - Kitchen</b>								
2001+ hours	\$24.00	\$2.40	\$0.48	\$0.48	\$0.48	\$0.03	\$0.15	\$28.02
1001-2000 hours	\$23.00	\$2.30	\$0.46	\$0.46	\$0.46	\$0.03	\$0.15	\$26.86
0-1000 hours	\$22.00	\$2.20	\$0.44	\$0.44	\$0.44	\$0.03	\$0.15	\$25.70
<b>Barista / General Help - Kitchen</b>								
2001+ hours	\$24.00	\$2.40	\$0.48	\$0.48	\$0.48	\$0.03	\$0.15	\$28.02
1001-2000 hours	\$23.00	\$2.30	\$0.46	\$0.46	\$0.46	\$0.03	\$0.15	\$26.86
0-1000 hours	\$22.00	\$2.20	\$0.44	\$0.44	\$0.44	\$0.03	\$0.15	\$25.70
<b>Janitor / Utility/ Driver</b>								
2001+ hours	\$24.00	\$2.40	\$0.48	\$0.48	\$0.48	\$0.03	\$0.15	\$28.02
1001-2000 hours	\$23.00	\$2.30	\$0.46	\$0.46	\$0.46	\$0.03	\$0.15	\$26.86
0-1000 hours	\$22.00	\$2.20	\$0.44	\$0.44	\$0.44	\$0.03	\$0.15	\$25.70

Classification	Base Wage	Vac Stat 10%	Employer Contributions					Total
			RSP 2%	Pension 2%	*Pension Matching 2%	EF/AF \$0.03	TTF/ESTF \$0.15	
<b>Retail /Commissary / Camp Attendant</b>								
2001+ hours	\$24.00	\$2.40	\$0.48	\$0.48	\$0.48	\$0.03	\$0.15	\$28.02
1001-2000 hours	\$23.00	\$2.30	\$0.46	\$0.46	\$0.46	\$0.03	\$0.15	\$26.86
0-1000 hours	\$22.00	\$2.20	\$0.44	\$0.44	\$0.44	\$0.03	\$0.15	\$25.70
<b>Camp Attendant</b>								
2001+ hours	\$24.00	\$2.40	\$0.48	\$0.48	\$0.48	\$0.03	\$0.15	\$28.02
1001-2000 hours	\$23.00	\$2.30	\$0.46	\$0.46	\$0.46	\$0.03	\$0.15	\$26.86
0-1000 hours	\$22.00	\$2.20	\$0.44	\$0.44	\$0.44	\$0.03	\$0.15	\$25.70
<b>Maintenance</b>								
<b>Plumber / Gas Fitter</b>	\$44.86	\$4.49	\$0.90	\$0.90	\$0.90	\$0.03	\$0.15	\$52.23
<b>Electrician</b>	\$44.86	\$4.49	\$0.90	\$0.90	\$0.90	\$0.03	\$0.15	\$52.23
<b>HVAC</b>	\$44.86	\$4.49	\$0.90	\$0.90	\$0.90	\$0.03	\$0.15	\$52.23
<b>Carpenter</b>	\$42.54	\$4.25	\$0.85	\$0.85	\$0.85	\$0.03	\$0.15	\$49.52
<b>Appliance Tech</b>	\$44.86	\$4.49	\$0.90	\$0.90	\$0.90	\$0.03	\$0.15	\$52.23
<b>Maintenance Tech</b>	\$34.38	\$3.44	\$0.69	\$0.69	\$0.69	\$0.03	\$0.15	\$40.07

\* As per article 17.02b employees will automatically be enrolled in the matching pension program. Employees may opt-out and forego the Employer's contribution.

**ATCO Structures & Logistics  
Schedule "A-1"  
Apprenticeship Rates  
First Pay Period after Ratification**

Classification	Base Wage	Vac Stat 10%	Employer Contributions					Total
			RSP 2%	Pension 2%	*Pension Matching 2%	EF/AF \$0.03	TTF/ESTF \$0.15	
<b>Apprentice - Plumber/Gas Fitter, Electrician, HVAC</b>								
1st Year	\$26.92	\$2.69	\$0.54	\$0.54	\$0.54	\$0.03	\$0.15	\$31.41
2nd Year	\$31.40	\$3.14	\$0.63	\$0.63	\$0.63	\$0.03	\$0.15	\$36.61
3rd Year	\$35.89	\$3.59	\$0.72	\$0.72	\$0.72	\$0.03	\$0.15	\$41.82
4th Year	\$40.37	\$4.04	\$0.81	\$0.81	\$0.81	\$0.03	\$0.15	\$47.02
<b>Apprentice - Carpenter</b>								
1st Year	\$26.92	\$2.69	\$0.54	\$0.54	\$0.54	\$0.03	\$0.15	\$31.41
2nd Year	\$31.40	\$3.14	\$0.63	\$0.63	\$0.63	\$0.03	\$0.15	\$36.61
3rd Year	\$35.89	\$3.59	\$0.72	\$0.72	\$0.72	\$0.03	\$0.15	\$41.82
4th Year	\$40.37	\$4.04	\$0.81	\$0.81	\$0.81	\$0.03	\$0.15	\$47.02
<b>Apprentice - Appliance Technician</b>								
1st Year	\$31.40	\$3.14	\$0.63	\$0.63	\$0.63	\$0.03	\$0.15	\$36.61
2nd Year	\$35.89	\$3.59	\$0.72	\$0.72	\$0.72	\$0.03	\$0.15	\$41.82
3rd Year	\$40.37	\$4.04	\$0.81	\$0.81	\$0.81	\$0.03	\$0.15	\$47.02

\* As per article 17.02b employees will automatically be enrolled in the matching pension program. Employees may opt-out and forego the Employer's contribution.

## **Schedule A - Shift Differential & Premiums:**

- \$0.25/hour for designated certified first air responders for regular hours worked.
- \$1.00/hour for regular hours worked between the hours of 11:00 p.m. and 5:00 a.m.
- 5% to the Base Wage rate to a Temporary Head Camp Attendant. This will be applied to the Base Wage rate of the appointed Camp Attendant required by the Employer to work in the assignment of Head Camp Attendant.
- 5% to the Base Wage rate to a Temporary Chef. This will be applied to the Base Wage rate of the appointed 1st Cook required by the Employer to work in the assignment of Temporary Chef.

### Notes:

1. The Bartender/General Helper – Kitchen will work in the lounge when the lounge is open and will work in the kitchen when the lounge is closed. The incumbent must carry legislated required certificates to perform the lounge duties. When working as Bartender, the incumbent will keep all gratuities.
2. A Signing Bonus of two hundred dollar (\$200.00) shall be paid to employees that are employed by the employer on the date of ratification. Employees on an approved leave of absence will be entitled to the signing bonus upon their return to work.

**Supplementary Agreement**

Between

**ATCO Structures & Logistics**  
“the Employer”

-and-

**Retail, Health Care and Service Employees Union, CLAC Local 301**  
“the Union”

**Whereas** the parties to the Collective Agreement dated September\* As per article 17.02b employees will automatically be enrolled in the matching pension program. Employees may opt-out and forego the Employer's contribution.

, 2017  
and in effect from June 1, 2017- June 1, 2019 and

**Whereas** the parties have agreed to a Letter of Understanding concerning a Pay for Performance (PFP) program;

**Now therefore** the parties agree to the following:

Overview

1. The Employer agrees to pay performance based amounts to eligible employees on a semi-annual basis.
2. The quantum of payments for individual employees shall be determined by a combination of the Employer's performance as defined by the Client as well as the individual performance of each employee as measured by the employer.
3. Each year shall be divided into two assessment periods. The first runs from February to July of each year. The second runs from August to January.
4. Performance shall be measured within the assessment period and payments made are based on that performance.
5. It is expected that employees who are assessed as having higher performance will receive larger payments and employees with lower performance will receive lower payments.

- 6. If the Employer fails to meet a minimum threshold for Company performance within an assessment period, no funds will be available for the PFP program in that assessment period.

Eligibility

- 7. An employee is not eligible for the PFP program until they have successfully completed 1000 hours of work.
- 8. An employee must achieve a minimum personal performance rating of five out of ten (5/10) to be eligible for any payment.
- 9. Any employee who has received formal discipline or breached a Safety Absolute within an assessment period shall not be eligible for a payment associated with that assessment period.

Performance Measurement

- 10. The Employer shall create criteria that employees shall be measured against in order to assess their performance.
- 11. The criteria shall be communicated to employees to ensure transparency with the performance assessment process.

Timing

- 12. Payments shall be made on November 15<sup>th</sup> and May 15<sup>th</sup> for the assessment period ending July 31<sup>st</sup> and January 30<sup>th</sup> respectively each year.

Review

- 13. The parties agree to meet and review the PFP program by September 30, 2018.

DATED at Calgary, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signed on behalf of  
**ATCO Structures & Logistics**

Signed on behalf of  
**Retail, Health Care and Service Employees Union, CLAC LOCAL 301**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

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

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

## OUTLINE OF INSURANCE PLAN COVERAGE FOR SERVICE PLAN

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

- \$50,000.00 life insurance per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- \$50,000.00 AD & D per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
  - Basic services: 80% up to \$2,000 per person annual
  - Comprehensive: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - over 21: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$1,500.00 per month per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

### BENEFITS INFORMATION

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

**ATCO STRUCTURES & LOGISTICS**

300 - 4838 Richard Rd SW  
Calgary, AB T3E 6L1  
Telephone: (403) 662-8500  
Web Page: [www.atcosl.com](http://www.atcosl.com)

**HEALTH CARE AND SERVICE EMPLOYEES UNION  
(CLAC), LOCAL NO. 301**

14920 118 Ave NW  
Edmonton, AB T5V 1B8  
Telephone: (780) 454-6181  
Toll Free: 1-877-863-5154  
Fax: (780) 451-3976  
E-mail: [edmonton@clac.ca](mailto:edmonton@clac.ca)

2333 – 18 Ave NE, Unit 232  
Calgary, AB T2E 8T6  
Telephone: (403) 686-0288  
Toll Free: 1-866-686-0288  
Fax: (403) 686-0357  
E-mail: [calgary@clac.ca](mailto:calgary@clac.ca)

1-400 Taiga Nova Cres  
Fort McMurray, AB T9K 0T4  
Telephone: (780) 792-5292  
Toll Free: 1-877-792-5292  
Fax: (780) 791-9711  
E-mail: [fortmcmurray@clac.ca](mailto:fortmcmurray@clac.ca)

Web Page: [www.clac.ca](http://www.clac.ca)

**Western Benefits**

1-888-600-2522

**Retirement Member Care**

1-800-210-0200